

FILED
Superior Court of California
County of Los Angeles
08/30/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Ahn Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JEROME OSWALD, individually, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act (“PAGA”);

Plaintiff,

v.

EVOQUA WATER TECHNOLOGIES LLC, a
Delaware limited liability company; and DOES
1 through 100, inclusive;

Defendants.

Case No.: 22TRCV00412

Assigned for All Purposes to:
Honorable Gary Y. Tanaka
Department M

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: August 30, 2024
Hearing Time: 8:30 a.m.
Hearing Place: Department M

Complaint Filed: May 26, 2022
FAC Filed: October 12, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Jerome Oswald’ (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Class Action and PAGA Settlement Agreement (“Settlement
4 Agreement,” “Settlement,” or “Agreement”), hereby **FINDS AND ORDERS:**

5 Plaintiff and Defendant Evoqua Water Technologies LLC (“Defendant”) entered the
6 Settlement Agreement on or about November 13, 2023 to settle this lawsuit.

7 The Court entered an order dated April 10, 2024 preliminarily approving the settlement
8 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
9 section 382 and California Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing the Class Members with an opportunity to object to the Settlement or exclude
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 The Court held a Final Approval Hearing on August 30, 2024 to determine whether to
13 give final approval to the Settlement of this lawsuit.

14 1. Incorporation of Other Documents. This Order of Final Approval and Judgment
15 (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise provided
16 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
17 in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class has
19 been given the opportunity to request exclusion, the Court has personal jurisdiction with respect
20 to the claims of all Class Members. The Court has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of: (a) all current and former hourly-paid or
25 non-exempt employees hired directly by Defendant and who worked at Defendant within the
26 State of California at any time during the period from March 4, 2018, through May 31, 2023; and
27 (b) all current and former hourly-paid or non-exempt employees hired by a Temporary Agency
28 but only to the extent and only for the workweek(s) he or she was placed at Defendant and

1 worked at Defendant within the State of California at any time during the period from March 4,
2 2018, through May 31, 2023 (“Class,” “Class Members,” and “Class Period”). There are five
3 hundred seventy-one (571) Class Members who did not submit valid and timely Requests for
4 Exclusion from the Settlement (“Participating Class Members”).

5 4. Adequacy of Representation. Class Counsel fully and adequately represented the
6 Class for the purposes of entering and implementing the Settlement and satisfied the
7 requirements of Code of Civil Procedure section 382.

8 5. Class Notice. The Court finds the Court Approved Notice of Class Action
9 Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its distribution to the
10 Class Members were implemented pursuant to the Settlement and this Court’s Preliminary
11 Approval Order. The Court also finds the Class Notice:

- 12 a. constitutes notice reasonably calculated to apprise the Class Members of: (i)
13 pendency of this lawsuit; (ii) material terms and provisions of the Settlement
14 Agreement and their rights; (iii) their right to object to any aspect of the
15 Settlement Agreement; (iv) their right to exclude themselves from the Settlement
16 Agreement; (v) their right to receive settlement payments; (vi) their right to
17 appear at the Final Approval Hearing; and (vii) binding effect of the orders and
18 judgment in this lawsuit on all the Participating Class Members;
- 19 b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure
20 section 382, California Rule of Court 3.769, and due process;
- 21 c. constitutes the best practicable notice to the Class Members under the
22 circumstances of this lawsuit; and
- 23 d. constitutes notice reasonable, adequate, and sufficient to the Class Members.

24 6. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude
25 any action to enforce the terms and provisions of the Settlement Agreement.

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1 7. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith and are the product of arm's-length negotiations
3 by experienced counsel who have carried out a meaningful investigation of the claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties are hereby directed to
6 implement the Settlement Agreement according to its terms and provisions.

7 8. Binding Effect. The terms and provisions of the Settlement Agreement and this
8 Order and Judgment are binding on Plaintiff, Participating Class Members, Aggrieved
9 Employees, and their spouses, heirs, registered domestic partners, executors, administrators,
10 successors, and assigns. In addition, those terms shall have res judicata and other preclusive
11 effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf
12 of any such persons to the extent those claims, lawsuits, or other proceedings involve matters
13 that were or could have been raised in this lawsuit and are encompassed by the Released Class
14 Claims and Released Private Attorneys General Act of 2004 ("PAGA") Claims.

15 9. Release by Participating Class Members Who Are Not Aggrieved Employees.
16 Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds
17 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all
18 Participating Class Members, on behalf of themselves and their former and present
19 representatives, agents, attorneys, heirs, administrators, successors, and assigns, hereby waive,
20 discharge, compromise, and release the Released Parties from all Released Class Claims, which
21 includes all claims that were alleged, or reasonably could have been alleged, based on the facts,
22 transactions, or other allegations contained in the Operative Complaint and that occurred during
23 the Class Period.

24 a. PAGA Release by the State of California, including the LWDA, and Participating
25 and Non-Participating Class Members Who Are Aggrieved Employees. Effective
26 on the date when Defendant fully funds the entire Gross Settlement Amount and
27 funds all employer payroll taxes owed on the Wage Portion of the Individual
28 Class Payments, the California Labor and Workforce Development Agency

1 (“LWDA”), State of California, and all Participating and Non-Participating Class
2 Members, who are Aggrieved Employees, are deemed to waive, compromise,
3 discharge, and release, on behalf of themselves as a participant and representative
4 and on behalf of their former and present representatives, agents, attorneys, heirs,
5 administrators, successors, and assigns, and to the extent they have any interest in
6 the claims or right to pursue such claims on a representative basis, the Released
7 Parties from all claims for PAGA penalties that were alleged, or reasonably could
8 have been alleged, based on the claims and facts stated in the Operative
9 Complaint and PAGA Notice and that occurred during the PAGA Period.

10 b. Plaintiff’s Release. Effective on the date when Defendant fully funds the entire
11 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage
12 Portion of the Individual Class Payments, Plaintiff and his former and present
13 spouses, representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns generally waives, compromises, releases, and discharges Released Parties
15 from all claims, transactions, or occurrences that occurred during the Class
16 Period. Plaintiff also expressly waives and relinquishes the provisions, rights, and
17 benefits, if any, of section 1542 of the Civil Code.

18 c. Released Parties. The Released Parties include Defendant and its past, current,
19 and future parents, predecessors, successors, all affiliates, subsidiaries, entities,
20 divisions, partners, joint venturers, and each of their current and former officers
21 (including Ron Keating), directors, members, agents, employees, stockholders,
22 agents, insurers, and the Temporary Agencies (that provide the Temporary
23 Workers’ full names, last known addresses, full Social Security numbers and
24 numbers of workweeks at issue).

25 10. Class Representative Service Payment. The Court finds the Class Representative
26 Service Payment of \$10,000, to be paid by Defendant to Plaintiff out of the Gross Settlement
27 Amount, to be reasonable and appropriate. The Class Representative Service Payment is to be
28 paid pursuant to the terms and provisions set forth in the Agreement.

a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (i) risk to the class representatives in commencing suit; (ii) notoriety and personal difficulties; (iii) amount of time and effort spent by the class representatives; (iv) duration of the litigation; and (v) personal benefit (or lack thereof) enjoyed by class representatives.

b. The Court reviewed Plaintiff's declaration outlining his involvement. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Service Payment of \$10,000 to Plaintiff.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

The Court finds the Class Counsel Fees Payment of \$691,250, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Additionally, the Court finds the Class Counsel Litigation Expenses Payment as reimbursement for actual litigation costs incurred of \$18,015.19, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class Members in connection with or related in any manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

a. The Court has an independent right and responsibility to review the Class Counsel Fees Payment and only award so much as it determines reasonable. (See *Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment of \$691,250 is thirty-five percent (35%) of the common fund created for the benefit of the Class and is supported by

1 use of the percentage-fee method. (See *Laffitte v. Robert Half International, Inc.*
2 (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk
3 undertaken, difficult nature of this litigation, skills required, percentage fees
4 award in previous and other cases, and contingent fees charged in the
5 marketplace, the Court finds the Class Counsel Fees Payment is consistent with
6 the marketplace, is reasonable, and is approved.

- 7 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
8 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
9 seek reimbursement of up to \$25,000 in litigation costs. The Court finds Class
10 Counsel expended \$18,015.19 in litigation costs, and that such costs were
11 reasonable. Thus, the Court approves the payment of the Class Counsel Litigation
12 Expenses Payment of \$18,015.19 from the common fund for the reimbursement
13 of Class Counsel's litigation costs.

14 12. Administration Expenses Payment. The Court finds Administration Expenses
15 Payment of \$12,000, to be paid by Defendant to the Administrator out of the Gross Settlement
16 Amount, to be reasonable and appropriate. The Administration Expenses Payment are to be paid
17 pursuant to terms and provisions set forth in the Settlement Agreement.

- 18 a. The Court reviewed the declaration of Taylor Mitzner from Phoenix Class Action
19 Administration Solutions, the Court-approved Administrator. The Court finds
20 notice was provided to the Class pursuant to the Preliminary Approval Order,
21 constitutes the best practicable notice to the Class, and satisfied due process.
22 Thus, the Court approves the payment of the Administration Expenses Payment of
23 \$12,000 for the Administrator's services in administering the Settlement.

24 13. PAGA Penalties. The Court finds the PAGA Penalties of \$150,000, seventy-five
25 percent (75%) of which (\$112,500) will be paid to the LWDA out of the Gross Settlement
26 Amount and twenty-five percent (25%) of which (\$37,500) shall be distributed to the Aggrieved
27 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Penalties is to be
28 paid pursuant to the terms and provisions set forth in the Settlement Agreement.

1 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross Settlement
2 Amount by transmitting the funds to the Administrator no later than the Effective Date. Within
3 fourteen (14) calendar days after Defendant fully funds the Gross Settlement Amount, the
4 Administrator will mail settlement checks to the appropriate entities and persons.

5 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
6 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
7 Settlement was the product of arm's-length negotiations following extensive litigation,
8 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
9 Mark Rudy, an experienced and well-respected mediator.

10 a. The fairness of the Settlement is demonstrated by there being no objections to and
11 no requests for exclusion from the Settlement.

12 b. The fairness of the Settlement is further illustrated by the *gross average*
13 Individual Class Payment being approximately \$1,915.47, and the *gross highest*
14 Individual Class Payment being about \$5,550.72.

15 16. Uncashed Checks. The Class Members must cash or deposit their settlement
16 checks within one hundred eighty (180) calendar days after the checks are mailed to them.
17 Uncashed settlement checks will be canceled and transmitted to the California Controller's
18 Unclaimed Property Fund in the name of the Class Member.

19 17. Modification of Agreement. The Participating Class Members are hereby
20 authorized to agree to and adopt amendments to or modifications of the Agreement by an express
21 written instrument signed by all Parties or their representatives and approved by the Court. Such
22 amendments or modifications shall be consistent with this Order and Judgment and cannot limit
23 the rights of the Participating Class Members under the Agreement.

24 18. Final Accounting and Compliance. The Court sets a compliance hearing on June
25 27, 2025 in Department M. Within five (5) court days before this hearing, Plaintiff shall file a
26 compliance status report. Pursuant to Code of Civil Procedure section 384, the compliance status
27 report shall specify the total amount paid to the Class Members and the residual of the unclaimed
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1 settlement funds that will be paid to the entity identified as the recipient of such funds in the
2 Settlement Agreement.

3 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
4 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
5 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
6 and for any other necessary purpose, including, without limitation:

- 7 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
8 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
9 arise out of the Settlement or this Order and Judgment;
- 10 b. entering such additional orders as may be necessary or appropriate to protect or
11 effectuate this Order and Judgment approving the Settlement, and permanently
12 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
13 fair and orderly administration of the Settlement; and
- 14 c. entering any other necessary or appropriate orders to protect and effectuate this
15 Court's retention of continuing jurisdiction.

16 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
17 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
18 GRANTED. The Administrator is directed to carry out the terms of the Settlement forthwith.

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1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
2 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
3 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
4 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
5 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
6 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
7 THE JUDGMENT THEREON.

8 IT IS SO ORDERED.



Gary Y. Tanaka

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10 DATED: 08/30/2024

Gary Y. Tanaka / Judge

HONORABLE GARY Y. TANAKA
SUPERIOR COURT JUDGE

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On August 30, 2024, I served the foregoing document described as

ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Oswald v. Evoqua Water Technologies LLC**
LWDA/Court Case No.: **LWDA Case No.: CM-871616-22**
Court Case No.: 22TRCV00412
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

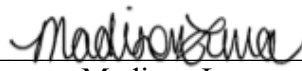
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 30, 2024, at Pasadena, California.



Madison Luna