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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA**

BRYAN HICKS, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

CALIFORNIA WATER SERVICE, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21CV376394

Honorable Charles F. Adams
Department 7

CLASS ACTION

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

Date: March 21, 2024
Time: 1:30 p.m.
Department: 7

Complaint Filed: February 23, 2021
FAC Filed: February 24, 2023
Trial Date: None Set

1 This matter has come before the Honorable Charles F. Adams in Department 7 of the
2 above-entitled Court, located at Gordon D. Schaber Courthouse, 720 Ninth Street, Sacramento,
3 California 95814, on Plaintiff Bryan Hicks’s (“Plaintiff”) Motion for Final Approval of Class
4 Action Settlement, Attorneys’ Fees and Costs, and Class Representative Enhancement Payment
5 (“Motion for Final Approval”). Lawyers *for* Justice, PC appears as counsel for Plaintiff Bryan
6 Hicks (“Plaintiff”), individually and on behalf of all others similarly situated and other aggrieved
7 employees and Gibson, Dunn & Crutcher LLP appears as counsel for Defendant California Water
8 Service Company (“Defendant” or “Cal Water”).

9 On August 12, 2023, the Court entered the Order Granting Preliminary Approval of Class
10 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the settlement
11 of the above-entitled action in accordance with the Class Action Settlement and Release and
12 Amendment No.1 to Class Action Settlement and Release (together, “Settlement,” “Agreement,”
13 or “Settlement Agreement”), which, together with the exhibits annexed thereto, set forth the terms
14 and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Settlement Class Members
21 asserted in this proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Settlement Class and the Settlement. The Court hereby makes final its earlier provisional
25 certification of the Settlement Class for settlement purposes, as set forth in the Preliminary
26 Approval Order. The Settlement Class is hereby defined to include:

27 All current and former hourly non-exempt Cal Water employees who worked for
28 Cal Water in California from February 23, 2017, to and including August 8, 2022.
 (“Settlement Class” or “Settlement Class Members”).

1 4. The Notice of Class Action Settlement (“Class Notice”) that was provided to the
2 Settlement Class Members, fully and accurately informed the Settlement Class Members of all
3 material elements of the Settlement and of their opportunity to participate in, object to or comment
4 thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the
5 circumstances; was valid, due, and sufficient notice to all Settlement Class Members; and complied
6 fully with the laws of the State of California, the United States Constitution, due process and other
7 applicable law. The Class Notice fairly and adequately described the Settlement and provided the
8 Settlement Class Members with adequate instructions and a variety of means to obtain additional
9 information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Settlement Class as a
12 whole. More specifically, the Court finds that the Settlement was reached following meaningful
13 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the
14 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
15 parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In
16 so finding, the Court has considered all of the evidence presented, including evidence regarding
17 the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the
18 likely duration of further litigation; the amount offered in the Settlement; the extent of
19 investigation and discovery completed; and the experience and views of Class Counsel. The Court
20 has further considered the absence of objections to the Class Settlement submitted by Settlement
21 Class Members. Accordingly, the Court hereby directs that the Settlement be affected in
22 accordance with the Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Settlement Class Members to participate
24 in the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be
25 heard have been heard. The Settlement Class Members also have had a full and fair opportunity
26 to exclude themselves from the Class Settlement. Accordingly, the Court determines that all
27 Settlement Class Members who did not timely and validly opt out of the Class Settlement
28 (“Participating Settlement Class Members”) are bound by the Class Settlement and this order and

1 judgment (“Final Approval Order and Judgment”), and the State of California and to all current
2 and former non-exempt Cal Water employees who were employed by Cal Water during the period
3 of time between February 23, 2020 through August 8, 2022 (“Allegedly Aggrieved Employees”)
4 are bound by the PAGA Settlement and this Final Approval Order and Judgment.

5 7. The Court finds that five (5) Settlement Class Members have timely and validly
6 opted out of the Class Settlement and will not be bound by this Final Approval Order and Judgment
7 as it relates to the Class Settlement and Released Class Claims

8 8. The Court finds that payment of Settlement Administration Costs in the amount of
9 \$12,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
10 notice and settlement administration process. It is hereby ordered that the Settlement
11 Administrator, Phoenix Settlement Administrators, shall issue payment to itself in the amount of
12 \$12,500.00, in accordance with the terms and methodology set forth in Settlement Agreement.

13 9. The Court finds that the Class Representative Enhancement Payment sought is fair
14 and reasonable for the work performed by Plaintiff on behalf of the Settlement Class. It is hereby
15 ordered that the Settlement Administrator issue payment in the amount of \$8,000.00 to Plaintiff
16 Bryan Hicks for his Class Representative Enhancement Payment, according to the terms and
17 methodology set forth in the Settlement Agreement.

18 10. The Court finds that the allocation of \$175,000.00 toward penalties under the
19 California Private Attorneys General Act of 2004 (“PAGA Allocation”), is fair, reasonable, and
20 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
21 Allocation as follows: the amount of \$131,250.00 to the California Labor and Workforce
22 Development Agency, and the amount of \$43,750.00 to Allegedly Aggrieved Employees on a *pro*
23 *rata* basis, according to the terms and methodology set forth in the Settlement Agreement.

24 11. The Court finds that the request for attorneys’ fees in the amount of \$810,343.71 to
25 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
26 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
27 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
28 amount of \$810,343.71 to Class Counsel for attorneys’ fees, in accordance with the terms and

methodology set forth in the Settlement Agreement.

12. The Court finds that reimbursement of litigation costs and expenses in the amount of \$13,333,32 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of \$13,333,32 to Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement Agreement.

13. The Court hereby enters Judgment by which Participating Settlement Class Members shall be conclusively determined to have given a release of any and all Released Class Claims against the Released Parties, and all Allegedly Aggrieved Employees shall be conclusively determined to have given a release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class Notice.

14. It is hereby ordered that Defendant shall deposit the Gross Settlement Fund of \$2,315,267.75 into an account established by the Settlement Administrator within sixty (60) calendar days after the Effective Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that the Settlement Administrator shall distribute Individual Settlement Payments to the Participating Settlement Class Members within ten (10) business days after Defendant funds the Gross Settlement Fund, according to the methodology and terms set forth in the Settlement Agreement.

16. It is hereby ordered that the Settlement Administrator shall distribute Individual PAGA Payments to Allegedly Aggrieved Employees within ten (10) business days after Defendant funds the Gross Settlement Fund, according to the methodology and terms set forth in the Settlement Agreement.

17. Each check issued to a Participating Settlement Class Member and/or Allegedly Aggrieved Employee for his or her Individual Class Payment and/or Individual PAGA Payment shall be valid for a period of one hundred and eighty (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall be cancelled. The funds associated with checks issued to Participating Settlement Class Members and Allegedly Aggrieved Employees

1 that have not been cashed or deposited within the 180-day period shall be transmitted to the cy
2 *pres* recipient, Leadership Counsel for Justice & Accountability.

3 18. After entry of this Final Approval Order and Judgment, pursuant to California Rules
4 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
5 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
6 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
7 any dispute arising from or in connection with the distribution of settlement benefits.

8 19. Notice of entry of this Final Approval Order and Judgment shall be given to the
9 Settlement Class Members and Allegedly Aggrieved Employees by posting a copy of the Final
10 Approval Order and Judgment on Phoenix Settlement Administrator's website for a period of at
11 least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment.
12 Individualized notice is not required.

13
14 Dated: _____

HONORABLE CHARLES F. ADAMS
JUDGE OF THE SUPERIOR COURT