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SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA

CIVIL UNLIMITED DIVISION

ALEXANDER BRICK, an individual, on
behalf of himself and on behalf of all
persons similarly situated,

Plaintiffs,

v.

CALIFORNIA HYDRONICS
CORPORATION, a California
Corporation; and DOES 1 through 50,
inclusive

Defendants.

CASE NO. 22CV018191

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

Hearing Date: August 28, 2025
Hearing Time: 10:00 a.m.
Reservation Number: A-18191-003

Judge: Hon. Michael Markman
Department: 23

Action filed: September 20, 2022

The motion of Plaintiff Alexander Brick ("Plaintiff") for an order finally approving the
Proposed Class Action Settlement (*the* "Settlement") with Defendant CALIFORNIA
HYDRONICS CORPORATION ("Defendant") duly came on for hearing on August 28, 2025,
before the Honorable Judge Michael Markman.

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I. FINDINGS

Based on the oral and written argument, and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Settlement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the California Superior Court for the County of Alameda, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiff and a review of the applicable law, the Court finds that the Gross Settlement Amount of Two Hundred and Eighty Thousand Dollars (\$280,000) and the terms set forth in the Settlement Agreement between the Parties are fair, reasonable and adequate. The Gross Settlement Amount will settle all issues pending between the Parties and will be made in full and final settlement of the released Settlement Class Members. The Gross Settlement Amount includes all payments of settlement shares to the participating Settlement Class Members, penalties recoverable to the PAGA, Settlement Administrator expenses, enhancement payments to Class Representatives, and Class Counsel's attorneys' fees and costs. The Settlement Amount is non-reversionary; the entirety of the fund shall be paid out.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the settlement, the significant risks relating to certification, liability, and issues related to damages, and the assistance of an experienced mediator in the settlement process, among other things, all support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On March 20, 2025, the Court granted preliminary approval of the Settlement. At the same time, the Court approved conditional certification of the Class for Settlement purposes only. This is further reflected in the Court's April 2, 2025, order granting preliminary approval.

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1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed by
3 U.S. mail to members of the Class at their last known addresses on or about April 25, 2025.
4 Mailing of the Class Notice to the Class Members last known address was the best notice
5 option under the circumstances and was reasonably calculated to communicate actual notice of
6 the litigation and the proposed settlement to the Class. No Class Notices were determined to be
7 undeliverable.

8 7. The Class Notice given to the Class Members fully and accurately informed the Class
9 Members of all material elements of the proposed Settlement and of their opportunity to object
10 to or comment thereon or to seek exclusion from the Settlement; was valid, due and sufficient
11 notice to all Class Members; and complied fully with the laws of the State of California, the
12 United States Constitution, due process and other applicable law. The Class Notice fairly and
13 adequately described the Settlement and provided Class Members adequate instructions and a
14 variety of means to obtain additional information.

15 8. The deadline for opting out of the Class or submitting written objections to the
16 Settlement was June 24, 2025. There was adequate interval between notice and the deadline to
17 permit Class Members to choose what to do and act on their decision. A full opportunity has
18 been afforded to the Class Members to participate in this hearing, and all Class Members and
19 other persons wishing to be heard have been heard. Class Members also have had a full and fair
20 opportunity to exclude themselves from the proposed Class and Settlement. Accordingly, the
21 Court determines that all Class Members who did not timely and properly submit a request for
22 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

23 **Fairness of Settlement**

24 9. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*, 48
25 Cal.App.4th 1794 (1996).

- 26 a. The Settlement was reached through arm's-length bargaining between the
27 parties during a full day mediation before Michael D. Young, a distinguished
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1 complex litigation jurist. There has been no collusion between the parties in
2 reaching the proposed settlement.

- 3 b. Plaintiffs' investigation and discovery have been sufficient to allow the Court
4 and counsel to act intelligently.
- 5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.
- 7 d. The percentage of objectors and requests for exclusion at the time of filing is
8 0%. No objections nor requests for exclusion were received.
- 9 e. The participation rate was high. After the close of the opt-out period, 118 Class
10 Members will be mailed a settlement payment representing 100% of the
11 potential Class.

12 10. The consideration to be given to the Class Members under the terms of the Agreement
13 is fair, reasonable, and adequate considering the strength and weaknesses of the claims asserted
14 in this action and is fair, reasonable, and adequate compensation for the release of the Class
15 Members' claims, given the uncertainties and risks of the litigation, and delays which would
16 ensue from continued prosecution of the action.

17 11. The Agreement is approved as fair, adequate, and reasonable in the best interests of the
18 Class Members.

19 **Class Representative Service Payment**

20 12. The Agreement provides for a Class Representative Service Payment of \$7,500.00 to
21 the named Plaintiff, subject to the Court's approval. The Court finds that Class Representative
22 Service Payment in the amount of \$7,500 to the Plaintiff is reasonable in light of the risks and
23 burdens undertaken by the Plaintiff in the litigation, for the time and effort in bringing and
24 prosecuting this matter on behalf of the Class, and for the execution of a general release.

25 **Settlement Administration Expenses**

26 13. The Settlement Administrator shall calculate and administer the payment to be made to
27 the Class Members, transmit payment for attorney's fees and costs to Class Counsel, transmit
28 the Class Representative Service Payment to the Plaintiff, distribute the PAGA Payment, issue

any required tax reporting forms, calculate withholdings, and perform the other remaining duties set forth in the Agreement. The Settlement Administrator has \$6,500 in expenses and this amount is reasonable in light of the work performed by the Settlement Administrator.

PAGA Payment

14. The Agreement provides for PAGA payment out of the Gross Settlement Amount of twenty-eight thousand (\$28,000) dollars. Seventy Five percent of the PAGA Settlement or Twenty-One Thousand (\$21,000) dollars is to be paid to the Labor and Workforce Development Agency (“LWDA”) and the remaining Twenty Five percent (25%) or Seven Thousand (7,000) dollars to be distributed to the Aggrieved Employees based on their respective pay periods worked during the PAGA Period. The Court finds this PAGA Payment to be reasonable. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement.

II. ORDERS

Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

1. The Certification of the Class for the purposes of Settlement is confirmed. The Class is defined as follows:

All current and former non-exempt, hourly-paid employees of CHC who worked for CHC in California at any time from June 9, 2021, through the date of the Court’s preliminary approval of the settlement or through February 28, 2025, whichever occurs first.

2. All persons who meet the foregoing definition are members of the Class as at the time of filing there were no requests for exclusion submitted.

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. The payment of the Class Representative Service Payment in the amount of **\$7,500** to the Plaintiffs is approved.

1 5. The payment of \$6,500 to the Settlement Administrator for their fees and expenses is
2 approved.

3 6. The PAGA Payment of Twenty-Eight Thousand (\$28,000) dollars is approved and shall
4 be allocated in accordance with the Agreement.

5 7. An award of \$93,324.00 for Attorneys' fees, representing one-third of the Gross
6 Settlement Amount, and \$26,308.03 for litigation costs and expenses, is reasonable, in light of
7 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
8 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
9 lodestar and billing statements.

10 8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final
11 Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
12 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
13 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
14 document referred to herein, nor any action taken to carry out the Agreement is, may be
15 construed as, or may be used as an admission by or against Defendant of any fault,
16 wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
17 any negotiations or proceedings related thereto, shall not in any event be construed as, or
18 deemed to be evidence of, an admission or concession with regard to the denial or defenses by
19 Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other
20 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
21 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
22 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to
23 the Released Class Claims.

24 9. If the Agreement does not become final and effective in accordance with the terms of
25 the Agreement, then this Final Approval Order and Judgment, and all orders entered in
26 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
27 revert to their respective positions as of before entering into the Agreement, and expressly
28 reserve their respective rights regarding the prosecution and defense of this Action, including all

1 available defenses and affirmative defenses, and arguments that any claim in the Action could
2 not be certified as a class action and/or managed as a representative action.

3 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

4 1. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
5 jurisdiction to construe, interpret, and enforce the Agreement, to hear and resolve any contested
6 challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising
7 from or in connection with the distribution of settlement benefits.

8 2. The Parties are authorized to agree to and to adopt such amendments, modifications,
9 and expansions of the Agreement and all exhibits attached thereto which are consistent with
10 this Final Approval Order and Judgment and as approved by the Court.

11 3. As of the Effective Date and upon full funding of the Gross Settlement Amount, each
12 Class Member who has not validly opted out has released the Released Class Claims against
13 the Defendant and all of the Released Parties as set forth in the Agreement.

14 4. As used in herein, the quoted terms have the meanings set forth below:

- 15 a. "Released Class Claims," per the Agreement, means Participating Class
16 Members, on behalf of themselves and their heirs, personal representatives,
17 successors, spouses, registered domestic partners and assigns, hereby release and
18 forever discharge Released Parties of and from all claims and causes of action
19 that were alleged in the Class Action Complaint or that reasonably could have
20 been alleged based on the factual allegations in the Class Action Complaint
21 arising during the Class Period, including but not limited to for violations of the
22 California Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 510, 511,
23 512, 558(a)(3), 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802,
24 and applicable Industrial Welfare Commission Wage Orders (including, inter
25 alia, Nos. 1-2001, 4-2001, 7-2001, and 16-2001), for failure to pay all and
26 overtime wages due; failure to pay minimum wages, failure to provide
27 compliant meal periods and pay associated premiums; premiums; failure to pay
28 all minimum wages due; failure to pay all wages timely during employment,

1 failure to pay all wages timely at the time of termination; failure to provide
2 complete, accurate, or properly formatted wage statements; failure to maintain
3 requisite payroll records; failure to reimburse business expenses; unfair business
4 practices under California Business and Professions Code section 17200, et seq.
5 for the aforementioned alleged violations; and attorneys fees under California
6 Code of Civil Procedure section 1021.5. Participating Class Members do not
7 release any other claims, including claims for vested benefits, wrongful
8 termination, violation of the Fair Employment and Housing Act, unemployment
9 insurance, disability, social security, workers' compensation, or claims based on
10 facts occurring outside the Class Period.

- 11 b. "Released PAGA Claims," means the LWDA, whether directly or through
12 Aggrieved Employees (defined below) acting as the agents or proxies for the
13 LWDA, is deemed to release the Released Parties (defined below) from all
14 claims and damages arising under Private Attorneys' General Act of 2004
15 ("PAGA") during the PAGA Period, as alleged in Plaintiff's notice letter to the
16 LWDA. As a result of this release, the LWDA, whether directly or through
17 Aggrieved Employees acting as agent or proxy for the LWDA will be unable to
18 bring a claim under, or recover in any other claim brought under, the California
19 Private Attorneys General Act, California Labor Code § 2698 et seq., for any
20 violations of the claims arising under PAGA that took place during the PAGA
21 Period ("PAGA Released Claims"). If any Aggrieved Employee does bring a
22 claim for penalties brought on behalf of the LWDA, Defendant can assert this
23 Settlement as a defense. The Settlement has claim preclusion, issue preclusion,
24 or other effects if an Aggrieved Employee were to bring a subsequent claim on
25 behalf of the LWDA concerning the same primary rights that were at issue in
26 this case. Any such defense would exist because of the claim and issue
27 preclusion effect against the LWDA. (See *Lacour v. Marshalls of CA, LLC*
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(2021) 2021 WL 22111953 [addressing “claim preclusion effect of settlements of claims brought as an agent or proxy of the LWDA under PAGA”]

- c. “Released Parties”, as per the Agreement means Defendant California Hydronics Corporation, and each of its former, present and future directors, officers, shareholders, owners, members, managers, executive level and exempt employees, agents, representatives, investors, shareholders, parent companies, subsidiaries, divisions, attorneys, insurers, predecessors, successors, assigns, and joint venturers.

5. As of the Effective Date and upon full funding of the Gross Settlement Amount, Defendant shall receive a release from the State of California and the Aggrieved Employees, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

6. As of the Effective Date and upon full funding of the Gross Settlement Amount, Plaintiffs generally, release and discharge the Released Parties from any and all claims between them that occurred during the Class Period as set forth fully in the Agreement.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

Dated:

HON. JUDGE MICHAEL MARKMAN
JUDGE, SUPERIOR COURT OF CALIFORNIA

PROOF OF SERVICE

I, the undersigned, declare that I am over the age of eighteen years and not a party to the case. My business address is 10650 Treena Street, Suite 212, San Diego, California, 92131. On Monday, August 4, 2025, I served a copy of the following documents:

- 1) **MOTION FOR FINAL APPROVAL – NOTICE**
- 2) **MOTION FOR FINAL APPROVAL – MEMO OF P & A**
- 3) **MOTION FOR FINAL APPROVAL – DECLARATION OF NORDREHAUG**
- 4) **MOTION FOR FINAL APPROVAL – DECLARATION OF WEBB**
- 5) **MOTION FOR FINAL APPROVAL – DECLARATION OF NEVELS**
- 6) **MOTION FOR FINAL APPROVAL – DECLARATION OF PHOENIX**
- 7) **MOTION FOR FINAL APPROVAL – [PROPOSED] JUDGMENT**

[X] By Electronic Service: Based on a court order, Code of Civil Procedure Section 1010.6 and California Rules of Court Rule 2.251, or an agreement of the parties to accept electronic service. I caused the above documents to be sent to the person(s) at the e-mail address(es) set forth below.

[] By Mail: I placed the envelope for collection and mailing at the address(es) below, following our ordinary business practices. I am readily familiar with this firm's business practice for collecting and processing correspondence for mailing, on the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at San Diego, California.

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**LABOR WORKFORCE
DEVELOPMENT AGENCY**
Proposed Settlement of PAGA case online
filing through: <https://dir.govfa.net/432>

1 I declare under penalty of perjury under the laws of the State of California that the above
2 is true and correct. Executed on Monday, August 4, 2025, at San Diego, California.

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