

FILED
San Diego Superior Court

FEB 21 2025

By: S. Christensen, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

CHASE HUNTER for the real party in interest,
the State of California,

Plaintiff,

v.

SUEZ WTS SERVICES USA, INC; VEOLIA
NORTH AMERICA, LLC; VEOLIA WATER
NORTH AMERICA, LLC and DOES 1 through
50,

Defendants.

Case No. 37-2023-00007205-CU-OE-CTL

Judge: Hon. Judy S. Bae
Department: C-62

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S NOTICE OF
MOTION AND UNOPPOSED MOTION
FOR APPROVAL OF PAGA
SETTLEMENT**

Judge: Hon. Judy S. Bae
Department: C-62
Date: February 21, 2025
Time: 9:10 AM

1 Plaintiff Chase Hunter's ("Plaintiff") Unopposed Motion for Approval of PAGA Settlement
2 ("Motion") pursuant to the Private Attorneys General Act of 2004, encoded in Labor Code section
3 2698 et. seq. (hereinafter "PAGA") was heard in **Department C-62** of the above entitled Court on
4 **February 21, 2025, at 9:10 AM**. The Court has considered the Parties' proposed settlement
5 agreement and supporting exhibits, the Motion, and the declarations of Alex Asil Mashiri and
6 Tamim Jami and supporting exhibits filed in support thereof. On good cause shown, this Court
7 rules as follows:

8 WHEREAS on December 12, 2022, Plaintiff, through counsel, submitted a PAGA Notice
9 to the California Labor and Workforce Development Agency ("LWDA") and mailed a copy to
10 Defendant Suez WTS Services USA, Inc ("Defendant"), declaring his intent to proceed with a
11 representative action under the PAGA against Defendant for violations of the Labor Code;

12 WHEREAS on January 23, 2024, Plaintiff, through counsel, submitted an amended PAGA
13 Notice to the LWDA and mailed a copy to Defendant;

14 WHEREAS Plaintiff filed the instant Lawsuit against Defendant on behalf of the State of
15 California, pursuant to the PAGA, subsequent to giving written notice to the LWDA and Defendant
16 as required by Labor Code section 2699.3;

17 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
18 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
19 the controversies that are the subject of the Lawsuit;

20 WHEREAS Labor Code section 2699(s)(2) states that "[t]he superior court shall review and
21 approve any settlement of any civil action filed pursuant to [PAGA]";

22 WHEREAS, pursuant to Labor Code section 2699(s)(2), Plaintiff provided notice of the
23 proposed settlement to the LWDA; and

24 WHEREAS the Court has reviewed and considered (1) the proposed settlement agreement,
25 (2) the notice and motion, (3) the declarations submitted in support thereof, and (4) the exhibit(s)
26 attached to the declarations submitted therewith.

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1 **GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:**

2 1. The Court grants Plaintiff's Motion.

3 2. Pursuant to Labor Code section 2699, subdivision (s)(2), the Court approves the
4 Parties' Settlement Agreement under the PAGA. The Court also hereby approves, as to form and
5 content, the notice to be distributed to the Aggrieved Employees, attached as Exhibit A to ~~the~~
6 ~~Parties' Settlement Agreement.~~ *this Order*

7 3. The Court finds that the Gross Settlement Amount of \$220,000 is fair, reasonable, and
8 adequate. The Court further finds that the settlement has been reached through informed and arm's
9 length, non-collusive bargaining. The settlement recovery provides monetary value consistent with
10 the underlying purpose of PAGA. The Court also finds that the settlement will avoid delay and
11 risks if the Parties were to continue to litigate the case. The Court approves, adopts, and
12 incorporates by reference the terms and conditions of the Parties' Settlement Agreement, together
13 with the definitions used and contained therein. Of the **\$220,000** Gross Settlement Amount, the
14 judgment is awarded and allocated as follows:

15 (a) The Court finds that the requested fees of Plaintiff's Counsel, Mashiri Law Firm APC
16 and The Jami Law Firm P.C., of **\$73,333.33** are reasonable and this amount is therefore awarded;

17 (b) The Court finds that Plaintiff's Counsel's costs in the amount of **\$12,183.47** are
18 reasonable and this amount is therefore awarded;

19 (c) Administrative expenses of no more than **\$3,000** are to be paid to the settlement
20 administrator, Phoenix Class Action Administration Solutions;

21 (d) Of the remaining **\$131,483.20** awarded for civil penalties, 75%, or **\$98,612.40**, shall be
22 paid to the LWDA as required by Labor Code Section 2699(i) "for enforcement of labor laws,
23 including the administration of this part, and for education of employers and employees about their
24 rights and responsibilities under this code"; and the remaining 25%, or **\$32,870.80**, will be
25 distributed among the Aggrieved Employees according to the Parties' Settlement Agreement. The
26 Court notes that Labor Code section 2699(i) previously governed the distribution of civil penalties.
27 Recent legislative amendment to the PAGA statutes now require that 65% of the civil penalties be
28 distributed to the LWDA, with the remaining 35% allocated to aggrieved employees. (See Lab.

Code, § 2699(m).) These amendments, however, do not apply here, as they only affect cases where the PAGA notice was filed on or after June 23, 2024. (*See* Lab. Code, § 2699(v)(2).)

4. The Court hereby enters Final Judgment in accordance with the terms of the Settlement Agreement and this Order and Judgment. Accordingly, upon entry of this Order and Judgment, the Parties shall effectuate and carry out the terms of the Settlement Agreement. This Judgment is intended to be a final disposition in its entirety of the above captioned action. Plaintiff, the LWDA, the Aggrieved Employees, and the State of California shall take nothing from Defendant except as set forth in the Settlement Agreement and this Order and Judgment.

5. Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all Aggrieved Employees and the State of California shall be deemed and hereby are deemed to have conclusively released and forever discharged the Released Parties from the Released Claims, as defined in the Settlement Agreement, and are hereby permanently barred and enjoined from the institution or prosecution of any and all Released Claims against the Released Parties.

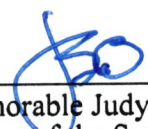
6. Without affecting the finality of the Judgment or the settlement, the Court shall retain jurisdiction over the above-captioned action and the Parties solely for purposes of implementing and enforcing the terms of the Settlement and Judgment entered herein.

7. The Settlement Agreement is not an admission of fault or any liability whatsoever by Defendant, nor is this Order and Judgment a finding on the merits related to any allegations of wrongdoing by Defendant. This Order and Judgment, the Settlement Agreement, any other documents referred to herein, and any action taken to carry out the Settlement Agreement, may not be construed as, or used as, an admission of any fault, wrongdoing, omission, or liability whatsoever by or against Defendant or other Released Parties.

8. Within ten (10) days of entry of this Order, Plaintiff shall provide to the LWDA a copy of this Order pursuant to Labor Code section 2699, subdivision (s)(3).

IT IS SO ORDERED, ADJUDGED, AND DECREED.

DATED: 2/21/2025



Honorable Judy S. Bae
Judge of the Superior Court

EXHIBIT A

NOTICE OF COURT-APPROVED SETTLEMENT

Chase Hunter v. SUEZ WTS USA Services, Inc.

Superior Court of the State of California, County of San Diego, Case No. 37-2023-00007205-CU-OE-CTL

[insert]

P.O. Box _____

Telephone: _____

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

The enclosed check is your share of a Court-approved representative action settlement between Plaintiff Chase Hunter ("Plaintiff") and Defendant Veolia WTS USA Services, Inc. f/k/a SUEZ WTS USA Services, Inc. ("Defendant"). Plaintiff, a former employee of Defendant, filed an action against Defendant under the Private Attorneys General Act, also known as "PAGA" (the "Action"). The Action sought civil penalties for alleged violations of the California Labor Code on behalf of all current or former non-exempt/hourly-paid employees who are or previously were employed by Defendant in the State of California between December 12, 2021 and _____ (the "PAGA Period"). You are not a party to the Action, but you and the State of California are bound by the final judgment in this matter as to civil penalties under PAGA.

Defendant denies all claims and allegations in the Action, and asserts that it has fully complied with the law. Nevertheless, in order to avoid further costs and time defending against the Action, Defendant agreed to settle the Action. The settlement resolves and releases all PAGA claims alleged in the Action for civil penalties, and does not cover any other Labor Code claims for other forms of relief, such as wages, you may have in your individual capacity. In particular, the release in Section 5.8(a) of the Settlement Agreement states the following:

a. Release By All PAGA Members. Upon approval of the Settlement, and except as to the right to enforce the terms and conditions of the Settlement, Plaintiff, on behalf of himself and the State of California, and all PAGA Members, hereby fully release and discharge Defendant and all of its present and former parent companies, subsidiaries, affiliates, owners, investors, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, clients (up to and including the entities originally named as defendants in Plaintiff's Complaint and LWDA Letter: Veolia North America, LLC and Veolia Water North America LLC), customers, and assigns (the "Released Parties") from any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA period that were alleged, or that reasonably could have been alleged (including a claim for alleged violations of the California Healthy Workplace Healthy Family Act of 2014, including claims for alleged violations of California Labor Code sections 233, 234, and 246.5), based on the facts alleged in the Action and Plaintiff's LWDA Letter and Amended LWDA Letter, regardless of theory of recovery. The release thus includes PAGA claims or PAGA causes of action for violations of the Labor Code sections raised by Plaintiff's Action and Plaintiff's LWDA Letter, up to and including 201, 202, 203, 204, 226(a), 226(a)(1), 226(a)(5), 226(a)(9), 226(b), 226.7, 233, 234, 246, 246(1), 246.5, 510, 512, 1194, 1198.5, 2802, 2698, and 2699 *et seq.*, and the applicable Wage Order, regardless of theory of recovery. The release as to the State of California and Aggrieved Employees only covers claims that arise under PAGA for civil penalties, and does not cover an Aggrieved Employee's Labor Code claims for other forms of relief such as wages. The release by all PAGA Members excludes claims for vested benefits, wrongful termination, unemployment insurance,

disability, social security, workers' compensation, class claims, and PAGA claims outside of the PAGA period. This release will have a preclusive effect on the rights of Aggrieved Employees to bring released PAGA claims on behalf of the State of California to the fullest extent permissible under applicable law. In consideration for their awarded PAGA Counsel's fees and costs, PAGA Counsel waives any and all claims to any further attorneys' fees, costs, and expenses in connection with the Action.

The San Diego County Superior Court has approved the gross settlement of \$220,000.00 and the release of the PAGA claims. The breakdown of the PAGA Settlement is as follows:

Gross Settlement: \$220,000.00

Less Attorney Fees (33.33%): \$73,333.33

Less Litigation Costs: \$12,183.47

Less Administration Costs: \$3,000.00

Net PAGA Settlement: \$131,483.20

Net PAGA Settlement to the LWDA (75%): \$98,612.40

Net PAGA Settlement to the Aggrieved Employees (25%): \$32,870.80

Defendant's records show that you were employed by Defendant in California during the PAGA Period. You are therefore covered by this settlement and entitled to a share of the PAGA settlement proceeds based upon the Court-approved allocation, which will be based upon the time you worked in California during the PAGA Period. The enclosed settlement check shall remain valid for 180 calendar days after mailing.

Because this calculation was approved by the Court, the amount of your payment is final and cannot change. This means that you are not able to pursue a PAGA lawsuit against Defendant based on claims covered by the Court-approved settlement. Un-cashed checks will be delivered to the State of California's unclaimed property fund in your name.

Please Note: One hundred percent (100%) of your payment will be considered penalties and will be reported to the IRS and applicable state tax authorities, as required. Please note that no taxes were withheld from your payment, so it will be your responsibility to pay any taxes that may be due. You should rely on your own tax advisors as to the tax consequences of your settlement payment.

Please do not call or write the Court or Office of the Clerk to ask questions about the settlement or your individual settlement payment. If you have any questions, you may call or write to [insert] (the Settlement Administrator) using the contact information at the top of this correspondence.