Electronically Filed Superior Court of CA County of Contra Costa 9/17/2026 1:27 PM By: K. Jinkerson, Deputy

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF CONTRA COSTA

DENNIS BULLARD, individually, and on behalf of other members of the general public similarly situated;

Plaintiff,

vs.

APTIVE ENVIRONMENTAL, LLC, a Utah Limited Liability Company; APTIVE ENVIRONMENTAL GP, LLC, a California Limited Liability Company; and DOES 1 through 100, inclusive,

Defendants.

Case No.: C23-01524

Assigned for All Purposes to: Hon. Julia Campins, Dept. 10

[~~PROPOSED~~] FINAL ORDER AND JUDGMENT

Hearing Date: September 3, 2026
Hearing Time: 9:00 a.m.
Dept.: 10

Complaint filed: June 21, 2023
FAC Filed: October 27, 2023
Trial Date: None Set

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~~[PROPOSED]~~ ORDER

Plaintiffs Dennis Bullard and Kory Thornton move for final approval of their class action and PAGA settlement with defendant Aptive Environmental, LLC. The Court granted preliminary approval on April 9, 2026.

A. Background and Settlement Terms

The original complaint was filed by Plaintiff Bullard on June 21, 2023, in Contra Costa County, raising PAGA claims on behalf of non-exempt employees, alleging that defendant violated the Labor Code in various ways, including failure to pay minimum and overtime wages, failure to provide meal breaks, failure to provide proper wage statements, failure to reimburse necessary business expenses, and failure to pay all wages due on separation. Coordination Plaintiff Kory Thornton filed a similar complaint in Sacramento County. Coordination procedures began in December 2024. A Second Amended Complaint with both plaintiffs together was filed on August 3, 2026, following the grant of preliminary approval.

The settlement would create a gross settlement fund of $3,750,000. The class representative payment to plaintiff would be $10,000. Counsel's attorney's fees would be $1,312,500 (35% of the settlement). Litigation costs are $25,675.54. The settlement administrator (Phoenix) would cap its costs at $21,500. PAGA penalties would be $200,000, resulting in a payment of $175,000 to the LWDA. The fund is non-reversionary. The net settlement amount for the class would therefore be $2,170,324.46, resulting in an average payment of $705.06 to participating class members.

The proposed settlement would certify a class of all current and former non-exempt employees of Aptive employed within the State of California from June 21, 2019, to October 1, 2025. (Settlement, Par. 1.5, 1.12.) The class is estimated at 3,068 members, although three have since opted out.

The settlement contains release language covering any claims ""all claims . . . or causes of action . . . arising out of the claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Actions and ascertained in the course of the Actions." (Settlement, Par. 5.2.)

Informal discovery was undertaken prior to mediation. The matter settled after extensive arms-length negotiations, with included a mediation session with an experienced mediator.

Looking back at the preliminary approval documentation, Counsel estimated the maximum PAGA exposure at $2,935,200. The class claims had a maximum exposure of approximately $21,343,307.98. There were risks for both of these claims, including the presence of arbitration agreements, recordation issues, general proof issues relating to off-the-clock and rest and meal break claims, and inherent risk. Counsel reported a realistic damages analysis after risk analysis of $3,466,039.46.

The LWDA was notified of the settlement.

Since the Court granted preliminary approval, notice was successfully sent to all 3,068 class members. No objections have been received. Three individuals requested to opt out of the class action.

B. Legal Standards

The primary determination to be made is whether the proposed settlement is "fair, reasonable, and adequate," under Dunk v. Ford Motor Co. (1996) 48 Cal.App.4th 1794, 1801, including "the strength of plaintiffs' case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction … to the proposed settlement."

Because this matter also proposes to settle PAGA claims, the Court also must consider the criteria that apply under that statute. Recently, the Court of Appeal's decision in Moniz v. Adecco USA, Inc. (2021) 72 Cal.App.5th 56, provided guidance on this issue. In Moniz, the court found that the "fair, reasonable, and adequate" standard applicable to class actions applies to PAGA settlements. (Id., at 64.) The Court also held that the trial court must assess "the fairness of the settlement's allocation of civil penalties between the affected aggrieved employees[.]" (Id., at 64-65.)

California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (Neary v. Regents of University of California (1992) 3 Cal.4th 273.) Nonetheless, the court should not approve an agreement contrary to law or public policy. (Bechtel Corp. v. Superior Court (1973) 33 Cal.App.3d 405, 412; Timney v. Lin (2003) 106 Cal.App.4th 1121, 1127.) Moreover, "[t]he court cannot surrender its duty to see that the judgment to be entered is a just one, nor is the court to act as a mere puppet in the matter." (California State Auto. Assn. Inter-Ins. Bureau v. Superior Court (1990) 50 Cal.3d 658, 664.) As a result, courts have specifically noted that Neary does not always apply, because "[w]here the rights of the public are implicated, the additional safeguard of judicial review, though more cumbersome to the settlement process, serves a salutatory purpose." (Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America (2006) 141 Cal.App.4th 48, 63.)

C. Attorney fees, costs, and representative payment

Plaintiffs seek 35% of the total settlement amount as fees, relying on the "common fund" theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In Lafitte v. Robert Half International (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: "If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment." (Id., at 505.)

Counsel have provided an estimate of their lodestar fee. They estimate that they have expended 1,116.7 hours to date, at blended rates of $650 and $850 per hour. This results in a lodestar of $892,450, yielding an implied multiplier of 1.47. All counsel are experienced, and the blended hourly rates are reasonable. The number of hours expended is substantial for a case that had no discovery, but the court does note that there were initially two actions, so there may have been an initial duplication of work. Moreover, there was quite a bit of motion practice in 2024, including an appeal that was pending at the time of settlement.

The Court agrees that the lodestar cross check "does not override the trial court's primary determination of the fee as a percentage of the common fund and thus does not impose an absolute maximum or minimum on the potential fee award." (Lafitte, supra, 1 Cal.5th at 505.) But the Court has a fiduciary duty to the class, and in some cases that duty requires that the fee be reduced.

A number of issues must be considered here. First, the fees were contingent on prevailing, and accordingly, some adjustment for the risk of loss is appropriate. As to preclusion of other employment, the hours expended here were substantial. Another consideration is the result obtained. Counsel characterizes it as an "outstanding" result, but does not give comparisons. The issue is whether there is anything about this case that justifies a higher than usual fee. The court is not aware of anything in particular about this case that was exceptionally complex, aside from what was discussed above. Counsel have conducted calculations that demonstrate reasonable damages expectations slightly below the recovery (before fees). Overall, while the Court does not believe that a 35% contingency fee is appropriate in most cases that settle prior to discovery and dispositive motions, after consideration of all of the factors before it, the Court will approve that fee here.

The litigation costs are reasonable and are approved.

As to the requested representative payment of $10,000, Mr. Bullard attests that he participated in the litigation, took the risk of liability for costs, and that his participation could hurt his chances of being hired by other employers. He estimates his time spent at 40 to 45 hours. He also provided a general release, although he does not indicate that he had any other claims with value. Mr. Thornton attests similarly, although he does not estimate his hours spent on this litigation. Based on the criteria for evaluation of such requests set forth in Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 804-807 (particularly the size of the award relative to the recovery), the Court approves payments of $7,500 each. The remainder reverts to the class.

D. Discussion and Conclusion

The moving papers sufficiently establish that the proposed settlement is fair, reasonable, and adequate to justify final approval.

Good cause appearing therefore, the Court hereby GRANTS Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement and **HEREBY ORDERS THE FOLLOWING:**

1. Final judgment is hereby entered in conformity with the Settlement and this Court's Preliminary Approval Order. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The conditional class certification contained in the Preliminary Approval Order is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Class defined as:

> All current and former non-exempt employees of Defendant Aptive Environmental, LLC ("Defendant") within the State of California at any time from June 21, 2019 to October 1, 2025.
>
> For purposes of the Settlement, Aggrieved Employees is defined as:
>
> Current and former non-exempt employees of Defendant within the State of California at any time from June 21, 2022 to October 1, 2025.

3. Plaintiffs Dennis Bullard and Kory Thornton are hereby confirmed as the Class Representatives, and Payne Nguyen, LLP, Bibiyan Law Group, P.C., and Lawyers for Justice, PC are hereby confirmed as Class Counsel.

4. Notice was provided to Class Members as set forth in the Settlement Agreement, which was approved by the Court on May 15, 2025, and the notice process has been completed in conformity with the Court's Order. The Court finds that said notice was the best notice practicable under the circumstances. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") provided due and adequate notice of the proceedings and of the matters set forth therein, informed Class Members of their rights, and fully satisfied the requirements of California Code of Civil Procedure section 1781(e), California Rule of Court 3.769, and due process.

5. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

6. The Court hereby approves the settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

7. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Participating Class Members shall release Defendant and each of its former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates (collectively the "Released Parties") from all claims, debts, obligations, guarantees, costs, expenses, attorneys' fees and costs, damages, penalties, prejudgment interest, actions or causes of action of whatever kind of nature, whether known or unknown, that they have ever had, or hereafter may claim to have, arising on or before the Final Judgment, including, without limitation, from any and all claims, demands, liabilities, causes of action of whatever kind or nature, debts, obligations, wages, penalties, damages, interest,

expenses, attorneys' fees, costs, restitution, and equitable relief arising out of the claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Actions and ascertained in the course of the Actions including, e.g., any and all claims for: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Keep Requisite Payroll Records; (9) Failure to Reimburse Business Expenses; and (10) Unfair Business Practices ("Released Class Claims").

8. Additionally, upon the full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and all Aggrieved Employees shall release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Actions and the PAGA Notice and ascertained in the course of the Actions.

9. Upon the full funding of the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs Dennis Bullard and Kory Thornton, for themselves only, also generally releases and discharges the Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to, (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Actions and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Actions. Specifically, Plaintiffs waive all rights and benefits afforded by California Civil Code Section 1542, which provides:

> A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

This release specifically excludes claims for unemployment insurance, disability, social security, and workers compensation (with the exception of claims arising pursuant to California Labor Code Sections 132(a) and 4553).

10. The Court finds that only three (3) Class Members opted out of the Class and are therefore excluded from this settlement and the above release of the Class Released Claims. The excluded Class Members are: Michael Escoe, Nehemiah Burnett, and Cody Hoehn. The Court further finds that the participation rate of 99.9% of the Class in the Settlement supports final approval.

11. The Court finds that there have been no objections to the Settlement.

12. The Court hereby approves the Settlement as set forth in the Settlement Agreement as fair, adequate and reasonable, and directs the parties to effectuate the Settlement Agreement according to its terms.

13. The Court orders that Defendant shall fully fund the Settlement pursuant to the terms of the Agreement. Defendant shall fully fund the Settlement and its share of payroll taxes no later than fourteen (14) days after the Effective Date.

14. The Court finds that the Class Representative Service Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and approves and orders the payment of $10,000 each to Plaintiff Dennis Bullard and Plaintiff Kory Thornton in accordance with the terms of the Settlement.

15. The Court finds that attorneys' fees in the amount of $1,312,500 and litigation costs of $25,675.54 for Class Counsel are fair, reasonable, and adequate and orders that the Administrator distribute these payments to Class Counsel in accordance with the terms of the Settlement. However, five percent (5%) of the attorneys' fees (i.e., $65,625) are to be withheld by the Administrator pending satisfactory compliance as found by the Court.

16. The Court orders payment in the amount of $150,000 (75% of $200,000) from the Gross Settlement Amount for PAGA penalties, shall be made payable to the California Labor Workforce Development Agency; and the remaining $50,000 (25% of $200,000) shall be distributed to the Aggrieved Employees as set forth in the Settlement Agreement.

17. The Court orders that the Administrator be paid $21,500 from the Gross Settlement Amount for all of its work done and to be done until the completion of this matter and finds that sum appropriate.

18. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set forth in the Agreement.

19. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the California State Controller's Office and held in trust for such Participating Class Members and Aggrieved Employees pursuant to California Unclaimed Property Law, Civil Code § 1500 *et seq*.

20. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and Class Representative Service Payments is as set forth in the Agreement.

21. Neither the Settlement nor any of the terms set forth in the Settlement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement

to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims.

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement shall be presented to the Court for resolution.

23. The Court sets a compliance hearing for 01/28/27 at 9:00 AM a.m. The Court directs Class Counsel to file a compliance statement one week before the compliance hearing date. Upon a finding of satisfactory compliance by the Court, the Court will direct the Administrator to distribute the remaining five percent (5%) (i.e., $65,625) of the approved attorneys' fees.

IT IS SO ORDERED.

DATED: 9/15/2026

By: Hon. Julia Campins

HON. JULIA CAMPINS
JUDGE OF THE SUPERIOR COURT