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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

RICHARD WILCOX, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

WATTS EQUIPMENT COMPANY, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: STK-CV-UOE-2023-0012859

*[Assigned for all purposes to the Hon. John
Soldati, Dept. 10D]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: September 22, 2026

Time: 9:00 a.m.

Dept.: 10D

Complaint filed: November 30, 2024

FAC filed: May 24, 2024

Trial date: None set

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1 the right to object to or opt out of the Settlement and pursue their own remedies, and the right to
2 appear in person or by counsel at the Final Approval. Adequate periods of time to respond were
3 provided.

4 6. One Class Member, John Lavery, timely requested exclusion from the Settlement.

5 7. No objection or workweek dispute was received by the Administrator.

6 8. The Court finds and determines that the notice procedure afforded adequate
7 protections to Class Members and allows the Court to make an informed decision regarding
8 approval based on Class Members' responses. The Court finds and determines that the notice
9 provided in this case was the best notice practicable, as it satisfied the requirements of law and due
10 process.

11 9. The Court finds that the Agreement was entered into in good faith, the Settlement
12 is fair, adequate, and reasonable, and the Settlement satisfies the standards and applicable
13 requirements for final approval under California law, including the provisions of California Code
14 of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

15 10. Class Members who have not opted out ("Participating Class Members") will be
16 bound by the Settlement, except that Aggrieved Employees will be deemed to release the PAGA
17 claims released by Plaintiff on behalf of the State and will receive a portion of the PAGA Penalties
18 set aside to settle the PAGA claims, regardless of whether they opt out of the class portions of the
19 Settlement.

20 11. The Court finds that Plaintiff timely notified the Labor and Workforce Development
21 Agency ("LWDA") of the Settlement, pursuant to Labor Code § 2699(s).

22 12. No later than fourteen (14) days after the Effective Date, Defendant will transmit
23 \$290,000.00 to the Administrator to fund the Gross Settlement Amount ("GSA").

24 13. Within fourteen (14) days after Defendant fully funds the GSA, the Administrator
25 will mail checks for Individual Class Payments, Individual PAGA Payments, the LWDA PAGA
26 Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
27 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.
28 Disbursement of the Class Counsel Fees and Litigation Expenses Payments and the Class

1 Representative Service Payment shall not precede disbursement of Individual Class Payments and
2 Individual PAGA Payments.

3 14. “Effective Date” means the date when both of the following have occurred: (a) the
4 Court enters a Judgment on its Order Granting Final Approval of the Settlement (“Final Approval
5 Order”); and (b) the Judgment is final. If, as here, one or more Participating Class Members objects
6 to the Settlement, the Judgment is final as of the day after the deadline for filing a notice of appeal
7 from the Judgment, or if a timely appeal from the Judgment is filed, the day after the appellate
8 court affirms the Judgment and issues a remittitur.

9 15. In addition to any recovery Plaintiff may receive as a Participating Class Member,
10 in recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves a Class
11 Representative Service Payment in the amount of \$10,000.00 to Plaintiff.

12 16. The Court approves PAGA Penalties in the amount of \$10,000.00 to settle the
13 PAGA Claims, allocated 75% (\$7,500.00) to the LWDA and 25% (\$2,500.00) to Aggrieved
14 Employees, defined as all persons employed by Defendant in California and classified as a non-
15 exempt or hourly-paid employee who worked for Defendant from January 19, 2023, to August 1,
16 2024 (“PAGA Period”). Aggrieved Employees’ share of the PAGA Penalties shall be disbursed as
17 Individual PAGA Payments pursuant to the Agreement.

18 17. The Court approves a Class Counsel Fees Payment in the amount of \$96,666.67 and
19 a Class counsel Litigation Expenses Payment in the amount \$20,128.46 to reimburse actual
20 litigation costs. The attorneys’ fees are a reasonable percentage of the common fund obtained for
21 the Class, confirmed by evidence of Class Counsel’s lodestar.

22 18. The Court approves an Administration Expenses Payment in the amount of
23 \$6,590.00 to the Administrator, Apex Class Action, LLC for administering the Settlement.

24 19. Checks for Individual Class Payments and Individual PAGA Payments will be valid
25 for 180 days after mailing (“Void Date”). For any Class Member whose Individual Class Payment
26 check or Individual PAGA Payment check is uncashed and cancelled after the Void Date, the
27 Administrator shall transmit the funds represented by such checks to the cy pres recipient Lodi
28 House, thereby leaving no “unpaid residue” pursuant to California Code of Civil Procedure Section

1 384, subd. (b).

2 20. "Released Parties" means Defendant and each of its former, present and future
3 subsidiaries, dbas, parents, divisions, related entities, joint venturers, and any other entities that
4 could be considered to have jointly employed any Class Member and/or Aggrieved Employee, as
5 well as each of their respective owners, co-employers, joint employers, agents, officers, directors,
6 stockholders, shareholders, investors, members, principals, subsidiaries, affiliates, partners,
7 predecessors, successors, assigns, insurers, reinsurers, employees, attorneys, agents, heirs, estates,
8 executors, spouses, associates, representatives, administrators, fiduciaries, trustees, accountants,
9 auditors, company sponsored employee benefit plans of any nature, and all other legal entities
10 affiliated with the foregoing.

11 21. Effective on the date when Defendant fully funds the GSA and all employer
12 payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class
13 Members, and Class Counsel will release claims against all Released Parties as follows:

14 (a) Released by Participating Class Members: "All Participating Class Members,
15 on behalf of themselves and their respective former, present and future spouses,
16 children, representatives, agents, attorneys, executors, heirs, administrators,
17 successors, and assigns, release Released Parties from any and all claims
18 asserted or that could have been asserted under State, Federal, and/or local law
19 based on the facts pled in the Operative Complaints, including, but not limited
20 to, wage and hour claims for any and all violations alleged, including, but not
21 limited to, violations of California's Labor Code and Unfair Competition Law
22 based on Defendant's failure to pay for all hours worked and/or pay at the
23 correct rate (including, but not limited to, minimum wage, straight time,
24 overtime wages, paid sick leave, vacation, split shift premiums and/or reporting
25 time pay), failure to provide meal periods and/or pay meal period premiums at
26 the correct rate, failure to authorize and permit rest periods and/or pay rest
27 period premiums at the correct rate, failure to timely pay final wages during
28 employment and/or at separation, failure to furnish accurate itemized wage

1 statements (based on both direct and derivative theories of liability), failure to
2 indemnify employees for expenditures, failure to maintain and/or timely
3 produce requisite employment and/or payroll records, violation of California's
4 unfair competition law under Business and Professions Code Sec. 17200, et seq.
5 and any and all other damages, interest, penalties, attorneys' fees, costs, and
6 other amounts recoverable under said causes of action under California law, to
7 the extent permissible, including, but not limited to, the California Labor Code
8 and the applicable Wage Orders. Except as set forth in Section 5.3 of this
9 Agreement, Participating Class Members do not release any other claims,
10 including claims for vested benefits, wrongful termination, violation of the Fair
11 Employment and Housing Act, unemployment insurance, disability, social
12 security, workers' compensation, or claims based on facts occurring outside the
13 Class Period."

14 (b) Release by Aggrieved Employees: "All Aggrieved Employees are deemed to
15 release, on behalf of themselves and their respective former, present and future
16 spouses, children, representatives, agents, attorneys, executors, heirs,
17 administrators, successors, and assigns, the Released Parties from all claims for
18 PAGA penalties that were alleged, or reasonably could have been alleged, based
19 on the PAGA Period facts stated in the Operative Complaint and the PAGA
20 Notice, including any and all claims involving any alleged failure to pay for all
21 hours worked and/or at the correct rate (including minimum wage, straight time,
22 overtime, paid sick leave, vacation, split shift premiums and/or reporting time
23 pay), failure to provide meal and rest periods and/or pay period premiums at the
24 correct rate, failure to provide accurate wage statements (based on both direct
25 and derivative theories of liability), failure to pay all wages due during
26 employment and at separation, failure to reimburse business expenses, and
27 failure to maintain and/or timely produce requisite employment and/or payroll
28 records, including, but not limited to, Labor Code sections 201, 202, 203, 210,

216, 223, 225.5, 226, 226.3, 226.7, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2802, 2810.5 during the PAGA Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.”

22. The Parties and Administrator are hereby ordered to comply with the terms of the Agreement.

23. The Parties shall bear their own respective attorneys’ fees and costs except as otherwise provided in the Agreement and this Judgment and Final Approval Order.

24. Pursuant to California Code of Civil Procedure section 664.6, without affecting the finality of this order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

25. The Court hereby enters final judgment in accordance with the terms of the Agreement, the Preliminary Approval Order, and this Final Approval Order, subject to the Court’s continuing jurisdiction over the Action and the Settlement, including pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

26. A Compliance Hearing is set for _____, at _____ a.m/p.m. in Department 10D of the above-captioned court.

27. A final report from the Administrator confirming that disbursements were made pursuant to the Agreement shall be filed no later than 15 days prior to the Compliance Hearing. If the Court is satisfied that Settlement funds have been fully distributed, no appearance by the Parties will be required.

IT IS SO ORDERED.

Dated: _____

HONORABLE JOHN SOLDATI
JUDGE OF THE SUPERIOR COURT