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Attorneys for Plaintiff

**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 to: Hon. Barbara Kronlund, Dept.
10D

Complaint filed: November 30, 2024
FAC filed: May 24, 2024
Trial date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: 5/6/26
Time: 9:00 a.m.
Dept: 10D

FILE BY FAX

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1 The Court has before it Plaintiff Richard Wilcox's ("Plaintiff" or "Class
2 Representative") Motion for Preliminary Approval of Class Action Settlement (the "Motion").
3 Having reviewed the Motion along with the accompanying papers, the Class Action and PAGA
4 Settlement Agreement (which is referred to here as the "Settlement" or "Settlement
5 Agreement"), and Class Notice (the "Class Notice") and good cause appearing, the Court hereby
6 finds and orders as follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, just, adequate, and reasonable and therefore meets the requirements for preliminary
9 approval. The Court grants preliminary approval of the Settlement and the Class (as defined
10 below) based upon the terms set forth in the Settlement Agreement between Plaintiff and
11 Defendant Watts Equipment Company ("Defendant," and together with Plaintiff, the "Parties").
12 A true and correct copy of the Settlement Agreement is attached to the Declaration of Conor
13 Gomez in Support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as
14 **Exhibit 1.**

15 2. The Settlement falls within the range of reasonableness of a settlement which
16 could ultimately be given final approval by this Court, and appears to be presumptively valid,
17 subject only to any objections that may be raised at the final approval hearing and final approval
18 by this Court. The Court notes that Defendant has agreed to create a common fund of
19 \$290,000.00 (the "Gross Settlement Amount" to cover (a) settlement payments to class members
20 who do not validly opt out (the "Participating Class Members"); (b) a \$10,000.00 payment for
21 its share of the Settlement of claims for penalties under the Private Attorneys General Act
22 ("PAGA"), with 75% of which (\$7,500.00) being paid to the LWDA (the "LWDA Payment")
23 and 25% (\$2,500.00) being paid to eligible "Aggrieved Employees" (as defined in the
24 Settlement Agreement); (c) a Class Representative service payments of up to \$10,000.00 for
25 Plaintiff (the "Class Representative Service Award"); (d) Class Counsel's attorneys' fees not to
26 exceed 33 1/3% of the Gross Settlement Amount (\$96,666.67) (the "Class Counsel Fees
27 Payment"), and up to \$22,000.00 in costs for actual litigation expenses incurred by Class
28 Counsel (the "Class Counsel Litigation Expense Payment"); and (e) a payment to Apex Class

1 Action Administration (the “Settlement Administrator”) of up to \$4,890.00 (the “Administration
2 Expenses Payment”).

3 3. The Court preliminarily finds that the terms of the Settlement appear to be within
4 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
5 applicable law. The Court finds on a preliminary basis that: (1) the Gross Settlement Amount is
6 fair, just, reasonable, and adequate to the Class when balanced against the probable outcome of
7 further litigation relating to class certification, liability and damages issues, and potential
8 appeals; (2) significant informal discovery, investigation, research, and litigation have been
9 conducted such that counsel for the Parties at this time are able to reasonably evaluate their
10 respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that
11 would be presented by the further prosecution of the litigation; and (4) the proposed Settlement
12 has been reached as the result of intensive, serious, and non-collusive negotiations between the
13 Parties with the assistance of a well-respected class action mediator. Accordingly, the Court
14 preliminarily finds that the Settlement Agreement was entered into in good faith.

15 4. A final fairness hearing on the question of whether the proposed Settlement, Class
16 Counsel Fees and Class Counsel Costs, the LWDA Payment for its share of the settlement of
17 claims for penalties under PAGA, and the Class Representative Service Award should be finally
18 approved as fair, just, reasonable and adequate as to the Class is hereby set in accordance with
19 the implementation schedule set forth below.

20 5. For settlement purposes, the Court provisionally certifies the Class (defined as
21 “all persons employed by Defendant in California and classified as non-exempt or hourly-paid
22 employee who worked for Defendant during the Class Period” (each “Class Member”
23 collectively the “Class”). The Class Period means the period from November 30, 2019, to
24 August 1, 2024.

25 6. The Court finds, for settlement purposes only, that the Class meets the
26 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
27 Class Members are so numerous that joinder is impractical; (2) there are questions of law and
28 fact that are common, or of general interest, to all Class Members, which predominate over

individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Richard Wilcox. The Court further preliminarily approves Plaintiff's ability to request the Class Representative Service Award.

8. The Court appoints, for settlement purposes only, Tyler J. Woods, Alan Wilcox, Lucy Nguyen and Conor Gomez of Wilshire Law Firm, PLC as "Class Counsel". The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fee Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Apex Class Action Administration as the Settlement Administrator with the Administration Expenses Payment estimated not to exceed \$4,890.00.

10. The Court approves, as to form and content the Class Notice, attached as Exhibit A to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 business days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class	Within 14 days after receipt of the Class List

1	Notice	from the Defendant
2		60 days after Class Notice is mailed out by
3		the Settlement Administrator
4	Response Deadline	14 days additional days for any notices that
5		were resent
6	Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for
7	Request for Attorneys' Fees and Costs, and	Final Approval
8	Service Award to Plaintiffs	
9		_____, at 9:00 a.m., or
10		first available date thereafter, in
11	Final Approval Hearing	Department 10D. The hearing may be
12		continued to another date without further
13		notice to the Class Members.

14 14. The Court further ORDERS that, pending further order of this Court, all proceedings
15 in this lawsuit, except those contemplated herein and in the Settlement, are stayed.

16 15. _____
17 _____
18 _____
19 _____.

20 **IT IS SO ORDERED.**

21
22
23 DATE:

Hon. Barbara Kronlund
San Joaquin County Superior Court