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on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JOSHUA J. LOPEZ., an individual, on behalf of himself and others similarly situated,	)	Case No. C24-00068
	)	
	)	<u>CLASS ACTION</u>
Plaintiff,	)	
	)	<u>Assigned for all purposes to:</u>
vs.	)	Hon. Edward G. Weil
	)	
VEOLIA NORTH AMERICA, LLC, a Delaware limited liability company; VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, a Delaware limited liability company; VEOLIA WATER NORTH AMERICA- WEST, LLC, a Delaware limited liability company; VEOLIA WATER CONTRACT SERVICES, LLC, a Delaware limited liability company; VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,	)	[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT
	)	Date:
	)	Time:
	)	Dept:
Defendants.	)	Class Complaint filed: January 9, 2024
	)	First Amended Complaint: March 14, 2024
	)	Second Amended Complaint: July 16, 2025
	)	Trial Date: Not set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On _____ the Court conducted a hearing on the unopposed Motion
3 for Preliminary Approval of Class Action and PAGA Settlement Agreement filed by named
4 Plaintiff Joshua J. Lopez (“Plaintiff”) on behalf of himself and all others similarly situated.

5 The Court has reviewed and considered the Memorandum of Points and Authorities in
6 support of the Motion, the Declaration of Counsel and the exhibits in support of the Motion,
7 including the Class Action and PAGA Settlement Agreement (“Settlement Agreement” or
8 “Settlement”) between Plaintiff and Defendants Veolia North America, LLC, Veolia Water West
9 Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract
10 Services USA, LLC, and Veolia Water North America Operating Services, LLC (“Defendants”).
11 (Plaintiff and Defendants shall be referred to collectively as the “Parties”).

12 This Order hereby incorporates by reference the definitions in the Settlement Agreement
13 as though fully set forth herein, and all terms used herein shall have the same meaning as set
14 forth in the Settlement Agreement.

15 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
16 **MAKES THE FOLLOWING FINDINGS:**

17 1. The Court finds on a preliminary basis that the proposed Settlement falls within
18 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
19 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
20 the requirements for preliminary approval, subject only to any objections that may be raised
21 before or at the Final Fairness and Approval Hearing. It appears to the Court that the
22 Settlement’s terms are fair, adequate, and reasonable as to all potential Class Members when
23 balanced against the probable outcome of further litigation, given the risks relating to liability
24 and damages. It further appears that extensive investigation and research have been conducted
25 such that counsel for the Parties at this time are reasonably able to evaluate their respective
26 positions. It further appears to the Court that the Settlement at this time would avoid substantial
27 additional costs by all Parties, as well as the delay and risks that would be presented by the
28 further prosecution of the Action. It appears the Settlement has been reached as a result of

intensive, arm's-length negotiations utilizing an experienced third-party neutral.

2. The Court further finds, for settlement purposes only, that the requirements of California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class described in the Motion for Preliminary Approval and Settlement Agreement:

All non-exempt, hourly employees who worked for Defendants in California at the Settling Locations (defined as "the seventeen (17) municipal water sites located in Arvin, CA, Burlingame, CA, Ontario, CA (2), Discovery Bay, CA, East Palo Alto, CA, Fillmore, CA, Hollister, CA, Lathrop, CA, Palm Springs, CA, Richmond, CA, Rio Vista, CA, Santa Paula, CA, Banning, CA, Burbank, CA, Jurupa Valley, CA, and El Segundo, CA") during the Class Period (defined as January 9, 2020, through April 30, 2025.)

3. The Court further finds the PAGA allocation in the Settlement Agreement is fair, adequate and reasonable, and approved the following representative group of Aggrieved Employees as governed by the Settlement Agreement with respect to the representative PAGA claim:

All non-exempt hourly employees who worked for Defendants in California at the Settling Locations (defined above) during the PAGA Period (defined as January 9, 2023, through April 30, 2025.)

4. The Court further finds that the moving papers presented for the Court's review set forth a plan to provide proper notice to the Class of the terms of the Settlement and the options available to the Class, including the ability of the Class Members to opt-out or submit a Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be bound by the terms of the Settlement. Plaintiff has submitted to the Court a proposed Class Notice.

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

1. The Court hereby preliminarily approves the proposed Settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement.

2. The Court conditionally certifies and approves, for settlement purposes only, the Class described above.

3. For the purposes of this Settlement, Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc. ("Class Counsel") are hereby preliminarily appointed as Class Counsel and shall represent the Class Members in this Action..

4. For the purposes of this Settlement, Plaintiff Joshua J. Lopez is hereby preliminarily appointed as the Class Representative for the Class.

5. The Court preliminarily approves Apex Class Action Administrators as the Administrator. The procedures for paying the Administration Expense Payment, as set forth in the Settlement Agreement, are approved. Apex Class Action Administrators is directed to perform all responsibilities of the Administrator as set forth in the Settlement Agreement. Once entered, Apex Class Action Administrators, will also post the Judgment in this matter on its website.

6. The Court hereby preliminarily approves, as to form and content, the Class Notice, attached as Exhibit A to the Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Marta Manus in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. The Class Notice will be translated into Spanish. The Class Notice is also attached hereto as Exhibit 1. The Court finds that the dates and procedure for mailing and distributing the Class Notice in the manner set forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court directs the mailing of the Court-approved Class Notice via first class mail to the Class Members in accordance with the schedule and procedures set forth in the Settlement Agreement.

- a. Within twenty (20) calendar days of the date of preliminary approval of this Settlement, Defendants shall provide to the Administrator the Class List; and
- b. Within fourteen (14) calendar days of receiving the Class List from

1 Defendants the Administrator shall mail by First-Class United States mail the
2 Class Notice to each Class Member. The Administrator shall conduct a
3 National Change of Address database search before mailing and will also use
4 the most recent address available to the Administrator for mail delivery. Any
5 returned mail with a forwarding address from the U.S. Postal Service shall be
6 promptly re-mailed to the new address. The Administrator shall perform a
7 skip trace search for a new address for any returned mail without a
8 forwarding address.

9 8. The procedures for Class Members to opt-out by submitting a Request for
10 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
11 for Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of
12 the first mailing of the Notices. This date shall be extended by fourteen (14) calendar dates if the
13 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
14 Class Member.

15 9. The procedures for Class Members to object to the Settlement, as set forth in the
16 Class Notice and Settlement Agreement, are approved. The time for Class Members to object to
17 the Settlement shall be sixty (60) days after the date of the first mailing of the Class Notices.
18 This date shall be extended by fourteen (14) calendar dates if the Class Notice is returned as
19 undeliverable and remailed to a correct or forwarding address of a Class Member. Class
20 Members may appear at the Final Approval Hearing, on their own or through a counsel retained
21 at their expense, to present their objection, whether or not they submitted a prior written
22 objection as provided in the Settlement Agreement.

23 10. The procedures for Class Members to dispute the number of Workweeks and/or
24 PAGA Pay Periods worked, as set forth in the Class Notice and Settlement Agreement, are
25 approved. The time for Class Members to submit a Workweek and or PAGA Pay Period dispute
26 shall be sixty (60) days after the date of the first mailing of the Class Notices. This date shall be
27 extended by fourteen (14) calendar dates if the Class Notice is returned as undeliverable and
28 then remailed to a correct or forwarding address of a Class Member.

11. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount as that term is defined in the Settlement Agreement as well as the non-monetary relief provided in the Settlement Agreement. The Court preliminarily approves the distribution of the Gross Settlement Amount; all subject to the Court's final approval of the Settlement at the Final Approval Hearing. Assuming the Settlement receives final approval, Defendants shall be required to pay only the Gross Settlement Amount in the total amount of \$1,305,000.00 plus the employer's share of taxes due as a result of this Settlement on a non-reversionary basis that covers all payments to Class Members. Additional proposed disbursements are as follows:

Class Counsel Fees	\$435,000.00 (1/3 of the Gross Settlement Amount)
Class Counsel costs for actual expenses incurred	Up to \$30,000.00 as verified by Class Counsel and approved by the Court
Administration Costs	Estimated to be up to \$8,500.00
Class Representative Enhancement Award	\$10,000 to Plaintiff Joshua J. Lopez
PAGA Penalties	\$75,000 (\$56,250 to LWDA; \$18,750 to Aggrieved Employees)

12. A Final Approval Hearing (the "Hearing") shall be held on _____, at _____, before the Honorable Charles S. Treat in Department 12 of the Contra Costa County Superior Court. The purpose of such Hearing will be to: (a) determine whether the proposed Settlement should be finally approved by the Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's request for attorneys' fees and costs and amount to be awarded; (c) determine the reasonableness of the Class Representative's Enhancement Award requested for the Class Representative and amount to be awarded; and (d) order entry of Judgment in the Class Action, which shall constitute a complete release and bar with respect to the Released Class Claims and Released PAGA Claims.

13. Class Counsel shall file and serve all papers in support of the Motion for Final

1 Approval and any application for reimbursement of attorneys' fees and costs, including any
2 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the
3 Final Approval Hearing.

4 14. The Court reserves the right to continue the date of the Final Approval Hearing
5 without further notice to the Class Members and retains jurisdiction to consider all further
6 applications arising out of or connected with the proposed Settlement. However, Class Counsel
7 or the Administrator will give notice to any objecting party of any continuance of the Final
8 Approval Hearing.

9 15. All further proceedings in this Action shall be stayed except such proceedings
10 necessary to review, approve, and implement this Settlement.

11 16. In the event: (i) the Court does not finally approve the Settlement as
12 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
13 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
14 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
15 Settlement does not become final for any other reason, the Settlement and any related Class
16 shall be null and void and any order or judgment entered by this Court in furtherance of the
17 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
18 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
19 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
20 in all respects as if no Class had been certified and the Settlement Agreement had not been
21 executed.

22 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
23 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
24 with the negotiation, execution or implementation of the Settlement, shall be admissible in
25 evidence for any reason except as provided in the Settlement Agreement and all amendments
26 thereto. The Court has made no findings on the merits, and the Defendant has denied the
27 allegations in the operative complaint.

28 18. The Court hereby preliminarily approves the PAGA portion of the settlement.

1 19. The Court reserves exclusive and continuing jurisdiction over the Action, the
2 Class Representative, the Class Members, and Defendant for purposes of supervising the
3 implementation, enforcement, construction, administration, and interpretation of the Settlement
4 Agreement pursuant to Code of Civil Procedure section 664.6.

5 20. The Court hereby orders the Parties and the Administrator to carry out their
6 duties and obligations in accordance with the terms of the Settlement Agreement.

7
8 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

9
10 Dated: _____

Honorable Edward G. Weil
Judge of the Superior Court