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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,

Plaintiff,

vs.

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,

Defendants.

Case No. C24-00068

CLASS ACTION

Assigned for all purposes to:
Hon. Edward G. Weil

**DECLARATION OF MARTA MANUS IN
SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date:
Time:
Dept.:

Class Complaint filed: January 9, 2024
First Amended Complaint: March 14, 2024
Second Amended Complaint: July 16, 2025
Trial Date: Not set

**DECLARATION OF MARTA MANUS IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

I, Marta Manus, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am counsel for the Plaintiff Joshua J. Lopez and have personal knowledge of the facts herein. If called as a witness, I could and would competently testify thereto.

I. PROCEDURAL HISTORY

2. On January 9, 2024, Plaintiff Joshua J. Lopez commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code §226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Pay for On-call Time Under Labor Code §§ 204, 510, 1194; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; and (12) Violation of Business & Professions Code §17200 *et seq.* On January 9, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1004014-24).

3. On March 14, 2024, after the 65-day statutory period passed, Plaintiff filed his First Amended Complaint, which added claims for penalties under PAGA, Labor Code § 2698. On July 16, 2025, Plaintiff filed his Second Amended Complaint (the "Operative Complaint"), which added additional Defendants.

4. Plaintiff contends, via the Operative Complaint, that Defendant violated California's wage and hour laws by failing to pay all wages due including all minimum wages, overtime wages, failing to provide all meal periods and rest periods, failing to maintain records; failing to provide accurate itemized wage statements, failing to timely pay final wages due during and upon separation of employment, and thereby also violating California Business & Professions Code sections 17200, *et seq.*, and incurring penalties under PAGA.

5. On February 19, 2025, the Parties participated in an all-day mediation presided over by Lonnie Giamela, a respected mediator of wage and hour representative and class actions. The Parties were able to agree to settle the Actions based upon a mediator's proposal. The Parties, recognizing the burdens and risks of continuing with the litigation, entered into the Settlement Agreement to resolve all claims in the Operative Complaint.

II. THE SETTLEMENT

6. To settle the action, will pay the Gross Settlement Amount of \$1,305,000.00, (One Million Three Hundred and Five Thousand Dollars with Zero Cents, exclusive of the employer's portion of payroll taxes and fees (i.e. Defendant will pay the employer-side payroll taxes on the wages portion separately from the Gross Settlement Amount). It shall be an opt-out class, there is no claim form requirement, and no residual will revert to Defendant. The Gross Settlement Amount represents approximately 52% of the maximum estimated exposure, which demonstrates that the settlement is fair and reasonable. The estimated Net Settlement Amount of \$746,500 represents approximately 30% of the overall value, further supporting the reasonableness of the Settlement. Thus, the Settlement represents a fair and reasonable recovery for the claims in the Operative Complaint.

7. There is total of approximately 29,000 Workweeks worked by Class Members during the Class Period, resulting in a recovery of an estimated \$25.74 per Workweek (estimated NSA of \$746,500 divided by 29,000). Each Class Member will receive an average Individual Settlement Award of approximately \$2,262.12 (estimated NSA of \$746,500 divided by 330 Class Members), with the highest estimated Individual Settlement Award of approximately \$7,129.98 (total weeks in the Class Period (277) multiplied by \$25.74). Additional proposed disbursements from the GSA are as follows:

Class Counsels' Fees	\$435,000 (1/3 of the Gross Settlement Amount)
Class Counsels' costs for actual expenses incurred	Up to \$30,000
Administration Costs	Estimated to be up to \$8,500
Class Representative Enhancement Award	\$10,000

PAGA Penalties

\$75,000 (\$56,250 to LWDA; \$18,750 to Aggrieved Employees)

8. As detailed in the Settlement Agreement, the Parties have selected Apex Class Action Administrators (“Apex”) as the Administrator, an experienced class action settlement administrator, to administer this Settlement. The Parties respectfully request that this Court appoint Apex to handle the Class Notice and claims administration procedures, including posting the Judgment on its website. To my knowledge, none of the parties or attorneys involved in this action has ever had any financial interest in or affiliation with the proposed Administrator.

9. Following preliminary approval, the Administrator will mail the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) per the Settlement Agreement. The Parties respectfully request that this Court approve the Class Notice to be disseminated to the Class consistent with the manner and timing as set forth in this Memorandum and the Settlement Agreement.

III. SETTLEMENT DOCUMENTS

10. The Parties have finalized the terms of the following documents and confirmed that the Class Notice will be translated into Spanish. True and correct copies of the following documents are attached hereto:

- a. Class Action And PAGA Settlement Agreement attached hereto as **Exhibit 1**;
- b. Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval attached to the Settlement Agreement (Exhibit 1 herein) as **Exhibit A**; and
- c. [Proposed] Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement (Exhibit 1 herein) as **Exhibit B**.

11. Attached hereto as **Exhibit 2** is true and correct copy of the Declaration Michael Sutherland on behalf of Apex.

12. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation of submission of PAGA settlement to the LWDA.

IV. CONDITIONAL CERTIFICATION OF THE CLASS FOR SETTLEMENT PURPOSES

13. The Class definition is sufficiently specific to enable potential Class Members and the Court to identify the Class Members, all of whom have indeed been identified by Defendant's employment and payroll records. The Settlement proposes the following Class: 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.) There are approximately 330 Class Members, which is sufficient to satisfy numerosity requirements. The evidence to support the claims as to the Class consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees.

14. The proposed Class Representative worked for Defendant as a non-exempt employee under Defendant's uniform employment policies applicable all persons employed by Defendant in California during the period from January 9, 2020, through April 30, 2025 (the "Class Period"). Plaintiff asserts that these are all policy questions that are uniform and can be proven by common objective evidence. The evidence to support these claims on a class wide basis consists of Defendant's policies, payroll records, time records and the forms of wage statements given to Defendant's non-exempt employees. The Class Representative was subject to the same policies as other Class Members.

15. Plaintiff's claims are typical of those of other Class Members. The Class Representative have agreed to act as such and understands their responsibilities. The Class Representative has no claims or other interests that are antagonistic to the Class.

V. PRELIMINARY APPROVAL OF THE SETTLEMENT

1 16. The Settlement for each participating Class Member is fair, reasonable, and
2 adequate given the inherent risk of litigation, the risk relative to trial, and the costs of litigation.
3 The Settlement represents a fair and reasonable value of all claims. There is no claim form
4 required so all Class Members will be paid unless they opt out, and there is no reversion to
5 Defendant. Finally, the only governmental involvement in this case is the existence of a PAGA
6 claim, and Plaintiffs have notified the LWDA of this Settlement. (Ex. 3.) The Settlement Amount
7 balanced against the merits of the Plaintiff's case is reasonable.

8 17. Here, the Settlement was reached through arm's-length negotiation with an
9 experienced, highly regarded neutral mediator, Lonnie Giamela. Before advance of mediation,
10 Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the
11 Action. Plaintiff's counsel provided Defendant's counsel with a comprehensive listing of
12 informal discovery items required to constructively mediate. Defendant provided a Class List
13 document and an agreed upon 25% sampling of timekeeping and payroll documents. Prior to
14 mediation, Plaintiff therefore obtained and analyzed the production of payroll data for Class
15 Members and the necessary policy documents through informal discovery to properly evaluate
16 the strengths and weaknesses of the claims and engage in meaningful settlement discussions.
17 Plaintiff hired an expert, Berger Consulting Group – Economic Data Analysts, to prepare
18 damage calculations and an exposure analysis for the mediation. Attached hereto as **Exhibit 4** is
19 the Declaration of Jarrett Gorlick of Berger Consulting Group. The Parties agreed on the
20 proposed Settlement after extensive negotiations that resulted in a mediator's proposal.

21 18. The Settlement here provides pro rata distribution to Class Members based upon
22 the number of workweeks. Accordingly, the Settlement treats the Class Members equitably, and
23 the proposed distribution plan supports preliminary approval.

24 19. The Settlement that has been reached, subject to this Court's approval, is the
25 product of tremendous effort and a great deal of expense by the Parties and their Counsel. Class
26 Counsel are knowledgeable about and have done extensive research with respect to the
27 applicable law and potential defenses to the claims of the Class Members. The Parties
28 investigated relevant law as applied to the facts of the case, potential defenses, and damages

1 claimed by Plaintiff on behalf of himself, the Class, and the Aggrieved Employees.

2 20. Based on the documents and information provided by Defendant and their own
3 independent investigation and evaluation, Class Counsel and Plaintiff are of the opinion that the
4 Settlement with Defendant for the consideration and on the terms set forth in this Settlement is
5 fair, reasonable, and adequate, and is in the best interest of the Class Members in light of all
6 known facts and circumstances, including the risk of significant delay and uncertainty associated
7 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

8 21. The Gross Settlement Amount is, of course, a compromise figure. Plaintiff
9 considered the risks of decertification, the risks related to proof of Plaintiff's claims, and the
10 strengths and weaknesses of Defendant's defenses. Plaintiff also considered the possibility that if
11 a settlement were reached after additional years of litigation, the great expenses of litigation
12 would reduce the amount of funds available to class members for settlement. Furthermore,
13 Plaintiff took into consideration the time delay and financial repercussions of liability trials,
14 numerous damages trials, and the possibility of an appeal by Defendant. The details for the
15 reasonably expected recovery per claim are detailed below in the following paragraphs.

16 22. **Failure to Pay All Wages Due**

17 *a. Facts*

18 Plaintiff alleged that Plaintiff and Class Members were required to perform work for
19 Defendant before and after their shifts or otherwise remain under Defendant's control. Plaintiff
20 was required to arrive at work at least fifteen minutes prior to the start of his shift to access the
21 maintenance shop within the wastewater treatment facility, don a work uniform, boot up his
22 work computer, review work emails and work orders, and log into the ADP timekeeping website
23 to clock in for his shift. Plaintiff alleged that Plaintiff and Class Members were required to
24 complete these activities before the start of their scheduled shifts. Additionally, prior to the start
25 of the work shift, managers would hold a team meeting where they would provide
26 announcements, updates and address work-related issues, all before employees clocked in for
27 their shift.

28 Furthermore, Plaintiff alleged that although the ADP timekeeping system recorded actual

1 punch in and out times, Defendant adjusted time punches to conform to the shift start time.
2 Plaintiff became aware of Defendant's rounding practice by checking his ADP time punches,
3 which had been adjusted.

4 Additionally, Plaintiff alleged that from approximately December 2020 through June
5 2021, Defendant conducted COVID-19 screenings consisting of temperature checks and
6 screening questions which would further require employees to attend work earlier than their
7 scheduled start time. This time was uncompensated. Defendant also required Plaintiff and Class
8 Members to rotate a weekly on-call schedule, which due to staffing shortages, cause Plaintiff to
9 constantly be on the on-call schedule. The on-call time began after the end of a scheduled shift
10 and continued until 7:00 a.m. the following day. While on-call, employees must remain no more
11 than one hour from the facility in case there is an emergency they must attend to. Defendant paid
12 only a flat rate per on-call day, plus the actual hours worked, but did not pay for the time
13 employees are under the control of the Defendant while on-call.

14 *b. Law*

15 Labor Code §§ 510 and 1194 require employers to pay applicable wages for all hours
16 worked. "Hours worked" means the time during which an employee is subject to the control of
17 an employer and includes all the time during which the employee is suffered or permitted to
18 work, whether or not required to do so." (8 C.C.R. §11040(2)(K); *Morillion v. Royal Packing*
19 *Co.* (2000) 22 Cal.4th 575, 582.)

20 *c. Expected Recovery*

21 Plaintiff conservatively estimated fifteen (15) minutes of unpaid time per shift (90%
22 attributed to overtime hours). Plaintiff's expert multiplied the average hourly rate of pay for each
23 year by the number of shifts worked during each year in the liability period. The estimated total
24 amount of unpaid wages for other off-the-clock work totaled \$1,639,396, excluding interest.
25 Plaintiff estimated the probability of prevailing on this claim is approximately 20% because
26 Defendant contended that proof of this claim would depend largely on anecdotal evidence as
27 there are not records of time worked off-the-clock, and ultimately this claim may be determined
28 to be too individualized for purposes of class certification. As such, the Plaintiff's calculated

1 exposure for this claim was approximately **\$327,879.20** based on these risks.

2 **23. Miscalculation of Regular Rate of Pay**

3 *a. Facts*

4 Plaintiff alleged that to the extent Defendant provided Class Members with other forms
5 of remuneration such as non-discretionary bonuses including safety bonuses, Defendant failed to
6 factor these payments into the regular rate for purposes of overtime wages, meal period
7 premiums, and sick leave. Thus, some overtime wages, meal period premiums, and sick leave
8 paid by Defendant was underpaid.

9 *b. Law*

10 “[A]n employee’s ‘regular rate of pay’ for purposes of Labor Code section 510 and the
11 IWC wage orders is not the same as the employee’s straight time rate (i.e., his or her normal
12 hourly wage rate).” (*Alvarado v. Dart Container Corp. of California* (2018) 4 Cal.5th 542, 554.)
13 Instead, the regular rate of pay must include “adjustments to the straight time rate, reflecting,
14 among other things, shift differentials and the per-hour value of any non-hourly compensation
15 the employee has earned,” such as incentive pay. (*Ibid.*) Earned bonuses must be included in the
16 calculation of the regular rate of pay. (*Marin v. Costco Wholesale Corp.* (2008) 169 Cal.App.4th
17 804, 807 [holding that bonus must be included in overtime rate calculation]; 29 U.S.C. § 207(e)
18 [regular rate includes “all remuneration for employment paid to, or on behalf of, the
19 employee”].) Labor Code § 226.7 and the wage order require employers to pay non-exempt
20 employees an additional hour of premium wages at the employee’s regular rate of compensation
21 on each workday that the employee is not provided with a meal break. The regular rate must
22 include all remuneration in its calculation, including nondiscretionary bonuses. (*Ferra v. Loews*
23 *Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 863.)

24 *c. Expected Recovery*

25 The data provided by Defendant showed underpaid overtime wages, meal and rest period
26 premiums, and sick leave equal to approximately \$99,698 in underpaid overtime wages and \$550
27 in underpaid meal premiums and \$91,058 sick leave, excluding interest, for a total of \$191,306.
28 However, Defendant contended that not all Class Members received other forms of

remuneration, and to the extent that they did, they were discretionary, thus not required to be included in the regular rate of pay. Plaintiff estimated the probability of prevailing on this claim to be 50%. As such, the estimated exposure is **\$95,653**.

24. Failure to Provide All Meal Periods:

a. Facts

Plaintiff alleged that Defendant failed to provide all off-duty and uninterrupted, timely meal periods of at least 30 uninterrupted time. Plaintiff and the Class Members generally worked shifts that entitled them to receive at least one meal period and two rest breaks. Plaintiff alleged that meal periods were often late, shortened, or interrupted by work demands. Defendant instructed Plaintiff to record a 30-minute scheduled meal period rather than actual punch times for meal periods taken. More specifically, Plaintiff and Class Members were told to record a meal period from 11:30 a.m. to 12:00 p.m. even if they did not actually receive the meal period at that time or for the entire 30-minute duration.

Additionally, Plaintiff alleged that Plaintiff and Class Members were required to always keep a cell phone on them and respond to all work communications, including during meal and rest periods. Thus, meal and rest periods were frequently interrupted by work duties.

b. Law

Employers must generally provide “a first meal period [of at least 30 minutes] no later than the end of an employee's fifth hour of work, and a second meal period [of at least 30 minutes] no later than the end of an employee's 10th hour of work.” (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1041.)

c. Expected Recovery

Plaintiff's expert assumed a 75% violation rate for meal period violations because time records didn't show accurate meal period punch times. Using this assumed violation, Plaintiff's damages determined that Class Members' maximum recovery was approximately \$3,563,378. Defendant contended that employees were provided with the opportunity to take all meal periods, and if they did not do so, it was purely voluntary. Defendant argued that under California law, employers do not have a duty to ensure that employees take all meal periods, so

long as they provide meal periods and do not inhibit employees from taking all compliant meal periods. Further, Defendant paid meal period premiums for some facial violations. Accordingly, Plaintiff estimated the adjusted recovery for the meal period is approximately 20%. As a result, the reasonable value is estimated to be approximately **\$707,275.60**.

25. Failure to Authorize and Permit All Rest Periods:

a. Facts

Plaintiff alleged that Defendant failed to authorize and permit all duty-free rest periods due to frequent work-related interruptions from management, and including the requirement to respond to work communications during breaks. Plaintiff and Class Members generally worked shifts of at least eight hours, which required two, duty-free rest periods.

b. Law

“Employees are entitled to 10 minutes’ rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.” (*Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1029.) The applicable wage order imposes a similar obligation, and states that rest breaks must occur in the middle of each work period, insofar as is practicable. (8 C.C.R. § 11040(12).)

c. Expected Recovery

Plaintiff’s damages analysis assumed a 100% violation rate on shifts of 3.5 or more hours for an estimated maximum recovery is approximately \$4,667,990 in unpaid rest period premiums. Defendant contended that Class Members were permitted all required breaks and were not discouraged or prevented from taking their rest breaks. Because no records reflect whether the Class Members took rest breaks, Plaintiff estimated the probability of prevailing on this claim was approximately 10%. As such, the realistic exposure for this claim is approximately **\$466,799**.

26. Failure to Reimburse All Business Expenses:

a. Facts

Plaintiff and other Class Members incurred expenses while performing reasonable and

1 necessary work-related duties for Defendant. These included the use of personal cell phones for
2 work-related duties.

3 *b. Law*

4 Labor Code § 2802 states that “[a]n employer shall indemnify his or her employee for all
5 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
6 of his or her duties.” This section “is designed to prevent employers from passing their operating
7 expenses on to their employees.” (*Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554,
8 562.)

9 *c. Expected Recovery*

10 Plaintiff considered risks associated with this claim, such as the need to rely on anecdotal
11 evidence from Class Members and the potential for individualized issues arising at the class
12 certification stage. As such, Plaintiff did not calculate an estimated recovery for this claim, and it
13 did not factor into settlement negotiations.

14 **27. Failure To Provide Compliant Wage Statements:**

15 *a. Facts*

16 Plaintiff alleged that Defendant issued improper wage statements to Plaintiff and Class
17 Members because Defendant’s wage statements did not always contain all requisite information,
18 including but not limited to all applicable hourly rates in effect during the pay period and the
19 corresponding number of hours worked at each hourly rate by the employee.

20 In addition to the independent violations, if Plaintiff prevails on any of the underlying
21 claims, they will prevail on the derivative Labor Code § 226 claim. Because of Defendant’s
22 alleged illegal wage and hour policies as set forth above, all wages earned, and all hours worked
23 were not accurately reflected on Class Members’ wage statements.

24 *b. Law*

25 Labor Code § 226(a) requires every employer, semimonthly or at the time of each
26 payment of wages, to furnish each of its employees an accurate itemized statement in writing
27 showing, among other things, total hours worked by the employee, all applicable hourly rates in
28 effect during each pay period and the corresponding number of hours worked at each hourly rate.

1 c. *Expected Recovery*

2 Plaintiff's damages analysis estimated that the maximum recovery for this claim was
3 approximately \$748,950 for the one-year statutory period. However, Plaintiff must prove
4 intentional violations to prevail. Further, this is a penalty and not a wage loss, and courts rarely
5 grant the full amount of the penalty. Based on these risks, Plaintiff calculated the exposure for
6 this claim at approximately 20% of the maximum, for a total expected recovery of **\$149,790**.

7 28. **Failure to Pay all Wages Due Upon Separation – Labor Code § 203:**

8 a. *Facts*

9 If Plaintiff prevails on any of the underlying wage claims, Plaintiff will prevail on the
10 derivative Labor Code § 203 claim, because Defendant has not paid all wages and penalties
11 because of these alleged violations.

12 b. *Law*

13 Under Labor Code § 203, the employees who are no longer employed by Defendant are
14 entitled to 30 days of waiting time penalties because Defendant did not pay them all wages due
15 and/or related penalties upon separation.

16 c. *Expected Recovery*

17 During the statutory three-year period, approximately 148 employees left Defendant's
18 employ. Based on average hourly rates, the 30-day maximum waiting time penalties for those
19 Class Members is \$1,406,370. Plaintiff estimated approximately 10% chance of prevailing at the
20 time of trial on this claim as it is simply derivative of the underlying claims, and Plaintiff must
21 prove this is a "willful" violation to prevail. Furthermore, trial judges rarely if ever grant the full
22 amount of the penalty on top of wages owed. Finally, there are the general risks of trial. As such,
23 the realistic maximum exposure for this claim was approximately **\$140,637**.

24 29. Regarding the claim for violations of Business & Professions Code section 17200,
25 *et. seq.*, the forgoing analysis assumes the longer four-year statute of limitations that is available
26 under the UCL for the unpaid wage and break violations. This cause of action is derivative of the
27 other claims that have already been analyzed. Accordingly, the damages available under this
28 cause of action have already been analyzed or are duplicative of damages discussed above.

1 30. Regarding the claim for violations of the Private Attorneys General Act (PAGA),
2 the maximum potential exposure was calculated as \$3,014,200 using the initial violation rate of
3 \$100 per pay period per each violation. Using \$100 per pay period for only one violation (instead
4 of each violation), the PAGA penalties would equal \$760,000 (7,600 PAGA pay periods x \$100).
5 The strength of the PAGA claim would be impacted by the factors discussed above for the non-
6 PAGA claims. Based on recent PAGA decisions, even if Plaintiff were successful on this claim
7 through trial, the Court would likely exercise its discretion under PAGA and significantly reduce
8 the penalties and would also not impose PAGA penalties on top of Cal. Labor Code § 226 and
9 203 penalties. Thus, the maximum PAGA penalties of \$3,014,200 were reduced by 80% for a
10 revised exposure of a total of \$602,840 in PAGA penalties. Given the discretionary nature of
11 PAGA penalties and the need to prove each underlying violation, the \$75,000 that the parties
12 allocated to PAGA Penalties is a reasonable settlement of that claim. Of this amount, 25%, or
13 \$18,750, will be distributed to Aggrieved Employees.

14 31. The proposed PAGA Penalties portion of the Settlement is both just and in the
15 public's interest. The Parties believe and agree that the Settlement provides for a fair, adequate,
16 and reasonable resolution of the representative PAGA claim. The Parties also believe that the
17 proposed Settlement is to the advantage of the State of California and the Aggrieved Employees
18 when considering the time and expense necessary to complete protracted litigation which,
19 regardless of the verdict, would undoubtedly be subject to further significant delay and expense
20 pending possible appeals. Moreover, the Settlement provides a substantial sum to the State. It
21 also provides a small sum to each PAGA Member on a pro-rata basis based on the number of
22 PAGA Pay Periods they worked during the PAGA Period (defined as the period from January 9,
23 2023, through April 30, 2025.)

24 32. Based upon the foregoing, this case had a reasonable value of approximately
25 \$1,888,033.80 for the underlying Labor Code claims. After considering the sharply disputed
26 factual and legal issues involved in the lawsuit, the risks attending further prosecution, and the
27 substantial benefits to be received under the compromise and settlement of the action, Class
28 Counsel are of the opinion that settlement is in the best interests of the Class and is fair and

1 reasonable. Accordingly, the Gross Settlement Amount of \$1,305,000 represents approximately
2 82% of the maximum potential value of the underlying Labor Code claims (valued at
3 \$1,888,033.80) and approximately 52% of the overall value including PAGA penalties (total
4 case value of \$2,490,873.80 (\$1,888,033.80 + \$602,840), which is an exceptional result. The
5 estimated Net Settlement Amount of \$746,500 represents approximately 30% of the overall
6 value of \$2,490,873.80, further supporting the reasonableness of the Settlement.

7 33. After analyzing and weighing the evidence discussed above as well as the legal
8 issues, Class Counsel and Plaintiff concluded that the settlement of \$1,305,000 represents a fair
9 and reasonable discount from the realistic recovery. The Settlement will allow the parties to
10 avoid the expense and time commitments of continued litigation and provides a significant
11 benefit for the Class which would not otherwise have been available. The Gross Settlement
12 Amount of \$1,305,000 is a fair, reasonable, and adequate settlement for the claims at issue.

13 **VI. THE NOTICE PROCEDURE SHOULD BE APPROVED.**

14 34. The Class Notice provides proper notice to the Class of the terms of the
15 Settlement Agreement and the options available to the Class, including the ability of the
16 Class Members to Opt-Out or submit a Request for Exclusion from the non-PAGA portion
17 of the Settlement and not be bound by the non-PAGA portion of the Settlement Agreement
18 or receive any Individual Class Payment under it; to object to the terms of the Settlement; or
19 to do nothing and receive a Settlement Payment and be bound by the terms of the
20 Settlement; the date of the Final Approval Hearing, and how to obtain further information
21 through Class Counsel, the Administrator's website, or the Court's docket. The Class Notice
22 will be sent via first-class mail to each of the approximately 330 Class Members at their
23 addresses from Defendant's records. The Class Notice will also be translated into Spanish.

24 35. Class Members will receive separate checks for the class portion and PAGA
25 portion, respectively.

26 36. The Class Notice should be approved as the best and most practicable way to
27 ensure the greatest possible number of Class Members will receive notice. Plaintiff
28 respectfully requests that this Court approve the Class Notice to be disseminated to the Class

consistent with the manner and timing as set forth in this Memorandum and the Parties' Settlement Agreement.

VII. ATTORNEYS' EXPERIENCE

37. D.Law (formerly known as Davtyan Law Firm) prosecutes wage and hour cases, including class actions and PAGA actions on behalf of employees and others who have had their rights violated. D.Law, either on its own or with co-counsel, is currently serving as plaintiffs' counsel of record in numerous wage and hour and employment class action and PAGA action cases pending in both state and federal court.

38. D.Law is well-qualified and has ample experience, knowledge, and resources to act as counsel and represent Plaintiffs and the putative Class and aggrieved employees in this action. Our practice is exclusively focused on employment matters and representing plaintiffs in wage and hour actions with the same or similar causes of actions brought forth in the matter pending before this Court.

39. D.Law has litigated and successfully resolved many wage and hour class action cases involving failure to pay wages and derivative Labor Code claims and penalties. See e.g. *De La Rosa v. The Coca Cola Company et al.* (Superior Court of California in Napa, 17CV000787), *Harvey v. Bed Bath & Beyond of California Limited Liability Company* (Superior Court of California in Alameda, RG17885153), *Paredes v. Bottling Group LLC et. al.* (Superior Court of California in Kern), *Ramirez v. Harris Ranch Beef Company* (Superior Court of California in Fresno, 16CECG04103), *Gates v. Gate Gourmet, Inc. et. al.* (Southern District of California, 16-cv-01084-L-AGS), *Hargrave v. Antelope Valley Hospital* (Superior Court of California in Los Angeles, BC663252), *Ramirez v. Milton Roy et. al.* (Superior Court of California in Los Angeles, BC 632 276), *Hawkins v. AvalonBay Communities* (Superior Court of California in Santa Clara, 17CV316492), *Jones Tharpe et al. v. Sprint Corporation et al.* (Superior Court of California in Los Angeles, BC644645), *Ortega et al. v. Nestle Waters North America, Inc. et al.* (Superior Court of California in Los Angeles, BC623610), *Schultz v. Jimbo's Natural Family, Inc.* (Superior Court of California in San Diego, 37-2017-00022348-CUE-OE-CTL), *Ambrose v. Victor Valley Global et al.* (Superior Court of California in San Bernardino, CIVDS1709289), *Puerta-Gildardo v. Real*

1 Time Staffing Services LLC et. al. (Superior Court of California in Los Angeles, BC565445),
2 Vargo v. Pregis Innovative Packaging LLC (Superior Court of California in Tulare, 270836),
3 Conlin v. Aegis Senior Communities LLC (Northern District of California, 17-cv-05534-LHK),
4 Galarza v. Kloeckner Metals Corporation (Central District of California, 2:17-cv-04910-FMO),
5 Estes v. L3 Technologies, Inc. et al. (Southern District of California, 3:17-cv-02356-H-JMA),
6 Rowser v. Trunk Club, Inc. (Central District of California, 2:17-cv-05064-DSF-RAO), Leach v.
7 The Claremont Colleges, Inc. (Superior Court of California in Los Angeles, BC686451), Vaesau v.
8 PCT Enterprises, Inc. dba Precision Cabinets (Superior Court of California, County of Contra
9 Costa MSC18-02404), Terry v. TF Louderback, Inc. dba Bay Area Beverage Company (Superior
10 Court of the State of California, County of Contra Costa, MSC18-00859), Roach v. Westcare
11 California, Inc. (Superior Court of California in Kern County, BCV-17-102367-SDS), Patton v.
12 Church & Dwight Co., Inc. (Central District of California, EDCV 18-903-MWF (KKx)), Juarez v.
13 ISL Employees, Inc. (Superior Court of California in Madera, MCV074787), Ferraro v. USC
14 Verdugo Hill s Hospital, et al. (Superior Court of California in Los Angeles, 18STCV09463), Ford
15 v. Account Control Technology, Inc., et al. (Superior Court of California in Los Angeles,
16 19STCV09369), Ornelas v. iStorage, et al. (Superior Court of California in San Francisco, CGC-
17 18-571421), Martinez v. Ronpak, Inc. (Superior Court of California in Riverside, RIC1901307),
18 Barrera et al. v. Exclusive Wireless, Inc. (Superior Court of California in Stanislaus, 9000687),
19 Barajas v. Mancha Development Company LLC (Superior Court of California in Orange County,
20 30-2018-00974707-CU-OE-CXC), Prado v. IMAX Corporation dba IMAC Worldwide Home
21 (Superior Court of California in San Bernardino, CIVDS1820265), Rodriguez v. ND Industries,
22 Inc. (Superior Court of California in Los Angeles, 19STCV38096), Singletary v. Motel 6
23 Operating LP, et al. (Southern District of California, 3:20-cv-0270-LAB-AHG), Quizon v. CF
24 Watsonville East, LLC, et al. (Superior Court of California in Santa Cruz, 20CV01868),
25 Stephenson v. Bakersfield Dodge, Inc. (Superior Court of California in Kern, BCV-20-102693),
26 Bacerra v. Hugo Boss Retail, Inc. (Superior Court of California in San Diego, 37-2021-00002933-
27 CU-OE-CTL), Walker v. Ariat International, Inc. (Superior Court of California in Alameda,
28 HG19026439), Orr v. Petvet Care Centers (California) Inc. (Superior Court of California in Santa

1 Clara, 19CV354063), Jimenez v. OEC Distribution Services, Inc. (Superior Court of California in
2 San Bernardino, CIVDS1915743), Viridi v. Absolute Security International (Superior Court of
3 California in San Bernardino, CIVDS 1909589), Raj v. First Transit, Inc (Superior Court of
4 California in Sacramento, 34-2021-00295895-CU-OE-GDS), Marchbanks v. Torrid
5 Administration, Inc. (Superior Court of California in San Diego, 37-2020-00008179-CU-OE-NC),
6 among others.

7 40. Founder and Managing Attorney Emil Davtyan graduated from Woodbury
8 University in 2008 with a bachelor's degree in Business Finance with the highest honors, as the
9 top student in his class. He graduated Southwestern Law School in 2014 in the top 10% of his
10 class. He is the founder of and currently the managing attorney at D.Law, Inc. (formerly known
11 as Davtyan Law Firm) based out of Glendale, California. He is an attorney duly licensed to
12 practice law in the State of California and is a member in good standing with the State Bar of
13 California. Mr. Davtyan's legal experience since becoming a member of the California State Bar
14 has been exclusively devoted to the practice of California and federal employment law. D.Law,
15 Inc. exclusively represents plaintiffs in wage and hour actions (and other labor and employment
16 lawsuits) with the same or similar causes of actions brought forth in the matter pending before
17 this Court.

18 41. Managing Partner David Yeremian graduated from UC Berkeley in 1997 and
19 received his law degree and MBA from UCLA in 2001. He is a member of the Los Angeles
20 County Bar Association and the California Employment Lawyers Association. He has been
21 honored as a Super Lawyers Rising Star in 2009, 2010, 2012-2015. He has been named and
22 honored as a Super Lawyer since 2016. In addition to the present case, he is also class or PAGA
23 counsel for other wage-and-hour class-action lawsuits pending in various counties throughout
24 California (including in federal courts). The following is a list of some of his class-action
25 settlements that have received preliminary or final approval: *Galavis v. Patina Restaurant*
26 *Group, LLC* (LASC BC375225; class size approx. 10,000; co-counsel); *Milford v. ADT Security*
27 *Services, Inc.* (CACD CV08-2236; class size approx. 2,000; lead counsel); *Carreon v. Wolfgang*
28 *Puck Catering and Events, LLC* (LASC BC398569; class size approx. 1,400; lead counsel);

1 *Fluke v. RFG Oil, Inc.* (LASC BC403354; class size approx. 1,400; lead counsel); *Urena v.*
2 *Camachos Restaurant* (LASC BC365913; class size approx. 887; lead counsel); *Smith v. Rio*
3 *Rancho Pontiac GMC Buick Inc.* (LASC BC391187; class size approx. 860; lead counsel);
4 *Callela v. Dolce Group* (LASC BC364711; class size approx. 600; lead counsel); *Vasquez v. The*
5 *Hollywood Pig n Whistle LP* (LASC BC335075; class size approx. 600; lead counsel); *Goldman*
6 *v. Aorta Restaurant Operating LP* (LASC BC379688; class size approx. 300; lead counsel);
7 *Sink-Crilly v. Centex Homes* (CACD CV09-2476; class size approx. 250; lead counsel); *Utley v.*
8 *Cranbrook Partners Inc.* (LASC BC392813; class size approx. 200; lead counsel); *Garcia v.*
9 *California Credits Group* (LASC BC353213; class size approx. 160; lead counsel); *Afanashev v.*
10 *Miller Infiniti, Inc.* (LASC BC350788; class size approx. 160; lead counsel); *Morris v.*
11 *Gymboree, Inc.* (LASC BC393270; class size approx. 150; lead counsel); *Ortega v. AJC*
12 *Sandblasting, Inc.* (LASC BC378806; class size approx. 140; lead counsel); *Lulejyan v. Jim Falk*
13 *Motors of Beverly Hills, Inc.* (LASC BC398459; class size approx. 72; lead counsel); *Rylko v.*
14 *The Griddle Café, Inc.* (LASC BC386126; class size approx. 70; lead counsel); *Healy v. Siemens*
15 *IT Solutions and Services, Inc.* (Santa Clara Superior Court 108CV113479; class size approx. 60;
16 lead counsel).

17 42. Senior Counsel Alvin B. Lindsay graduated from the United States Military
18 Academy at West Point and then served as an Army Officer for 10 years in the Corps of
19 Engineers. He then earned his Juris Doctorate from Whittier Law School and has been practicing
20 in California for over twenty years. Since 2010, he has exclusively focused his practice on
21 representing employees including in wage-and-hour class and PAGA actions. During his career,
22 he has represented employees in many wage-and-hour class and PAGA action lawsuits as lead or
23 co-lead counsel (including in the Central, Southern, Eastern, and Northern Districts of
24 California), and has been successful in getting many contested class action cases certified and
25 has secured class and PAGA settlements for many millions of dollars against a range of
26 defendants, including Fortune 500 companies. He is experienced and qualified to evaluate the
27 representative claims, to evaluate settlement versus trial on a fully informed basis, and to
28 evaluate the viability of the defenses.

1 43. Senior Counsel Enoch J. Kim was admitted to the California Bar in December
2 2008. He received his J.D. from Pepperdine University School of Law and B.S. from University
3 of Southern California. Since graduating from law school, he has dedicated virtually his entire
4 career on the practice of employment law. He has practiced employment law from the plaintiff's
5 side, defense side, and from an in-house position. Mr. Kim has significant experience
6 specifically working on wage and hour class and PAGA actions from the plaintiff's side as well
7 as the defense side, with the majority of his experience coming from the plaintiff's side.

8 44. I am a 2008 California Western School of Law graduate and was admitted to the
9 California State Bar in December 2008. Since graduating from law school, I have dedicated my
10 entire career to litigating employment class and PAGA actions. I have litigated and settled
11 hundreds of wage and hour class actions and have obtained numerous six and seven figure
12 settlements. As such, I have significant experience specifically working on wage and hour class
13 actions from the plaintiff's side.

14 45. The collective experience of the D.Law attorneys in litigating employment wage
15 and hour matters has been integral in identifying legal issues, evaluating the strengths and
16 weaknesses of a case, and generally negotiating fair and reasonable class and representative action
17 settlements. Practice in the narrow field of wage and hour litigation requires skill and knowledge
18 concerning the constantly evolving substantive law (state and federal), as well as the procedural
19 law of class and representative action litigation. In this action, the attorneys at D.Law are fully
20 equipped to use the skills and knowledge developed over decades of prosecuting and defending
21 wage and hour class actions to fairly and adequately represent the interests of the Class Members
22 and aggrieved employees. Therefore, based on our resources, experience, and knowledge, the
23 attorneys at D.Law are well-qualified to act as class counsel and represent the Plaintiffs and the
24 putative Class Members and aggrieved employees in this action.

25 46. We understand the responsibilities owed as counsel to the Settlement Class
26 Members and aggrieved employees we represent. The attorneys at D.Law thoroughly investigated
27 the claims asserted in this action and have remained committed to dedicating the resources
28 necessary to represent the Class and vigorously pursue their claims. Based upon my experience and

1 understanding of the claims and defenses in this action, I believe the settlement is fair, adequate,
2 and reasonable for the Class Members and aggrieved employees and all involved, and that the
3 Settlement is well within the range of reasonableness that would permit it to be finally approved. I
4 am not aware of any conflict of interest with Plaintiff or any other Class Member that would
5 interfere with the duties as Class Counsel.

6 **VIII. THE STIPULATED AWARD OF ATTORNEYS' FEES AND COSTS**

7 47. Under the Settlement, Class Counsel will request, without opposition from
8 Defendant, an award of Attorneys' Fees and Costs consisting of: Four Hundred Thirty-Five
9 Thousand Dollars and Zero Cents (\$435,000), one-third of the Gross Settlement Amount, and
10 actual reasonable litigation costs incurred for reimbursement of actual reasonable litigation costs,
11 not to exceed \$30,000. This request is fair, reasonable, and adequate to compensate Class Counsel
12 for the substantial work they have put into this case and, moreover, the risk they assumed by taking
13 it in the first place. The attorneys' fees award is intended to reimburse Class Counsel for all
14 uncompensated work that they have already done and for all the work they will continue to do in
15 carrying out and overseeing the notification to Class Members, communicating with Class
16 Members regarding their claims, and assisting in the administration of the settlement if it is
17 preliminarily approved. At the time of filing the Motion for Final Approval of Settlement and
18 Attorneys' Fees and Costs, Plaintiff will submit detailed time records and invoices supporting the
19 request for attorneys' fees and litigation costs. Defendant will not oppose Class Counsels' fees and
20 cost request.

21 **IX. THE CLASS REPRESENTATIVE'S SERVICE AWARD**

22 48. The Settlement provides for a Class Representative Enhancement Award of
23 \$10,000 to Plaintiff, for his service in litigating the action. Plaintiff has devoted substantial time to
24 helping Class Counsel effectively develop and prosecute this action at every stage of the
25 litigation. Plaintiff has provided Class Counsel with information about Defendant, reviewed
26 documents, consulted Class Counsel throughout the litigation, participated in the mediation
27 process, and reviewed and signed the settlement agreement. Plaintiff has spent a significant
28 amount of time with Class Counsel detailing their knowledge of Defendant's practices. Plaintiff

1 has diligently, adequately, and fairly represented the Class Members, and has not placed their
2 interests above any member of the putative Class. This sort of payment to a Class representative
3 has been a common feature of settlements negotiated by Class Counsel and routinely approved
4 by courts. The Class Representative's Enhancement Award of \$10,000 is fair and reasonable.

5 **X. THE PRESENCE OF A GOVERNMENTAL PARTICIPANT**

6 49. Class Counsel will be submitting the Settlement Agreement to the Labor and
7 Workforce Development Agency (LWDA) concurrently with the filing of this motion pursuant
8 to Labor Code § 2699(1)(2). On the date of the date of filing the Motion for Preliminary Approval,
9 Plaintiffs submitted the Motion to the LWDA. Attached hereto as **Exhibit 3** is the LWDA
10 confirmation.

11 I declare under penalty of perjury under the laws of the State of California and the United
12 States of America that the foregoing is true and correct.

13 Executed on November 18, 2025, at San Diego, California.

14
15 

16 Marta Manus, Esq.

EXHIBIT 1

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Attorneys for Defendants Veolia North America, LLC, Veolia Water West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract Services USA, LLC, and Veolia Water North America Operating Services, LLC

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,

Plaintiff,

vs.

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,

Case No. C24-00068

CLASS ACTION

Assigned for all purposes to:

Hon. Charles S. Treat

Dept.: 12

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT**

Class Complaint filed: January 9, 2024

First Amended Complaint: March 14, 2024

Second Am. Complaint: July 16, 2025

Trial Date: Not set

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Defendants.

This “Class Action and PAGA Settlement Agreement” (“Agreement”) is made by and between plaintiff Joshua J. Lopez (“Plaintiff”) and Veolia North America, LLC, Veolia Water West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract Services USA, LLC, and Veolia Water North America Operating Services, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendant collectively as “the Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Joshua J. Lopez v. Veolia North America, LLC, et al.*, filed on January 9, 2024; First Amended Complaint adding PAGA Cause of Action filed on March 14, 2024; and Second Amended Complaint filed on July 16, 2025, adding additional Defendants, in Contra Costa County Superior Court, Case No. C24-00068

2. “Administrator” means Apex Class Action administrators (“Apex”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

3. “Administration Costs” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid the parties have received from Apex for \$8,500.00.

4. “Aggrieved Employee” means all non-exempt, hourly employees who worked for Defendants in California at the Settling Locations during the PAGA Period (i.e., the period from January 9, 2023, through April 30, 2025).

5. “Class” means all non-exempt, hourly employees who worked for Defendants in California at the Settling Locations during the Class Period (i.e., the period from January 9, 2020, through April 30, 2025).

6. “Class Counsel” means Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus, and the other attorneys of D.Law, Inc.

7. “Class Counsel Fees Payment” means an award of attorneys’ fees granted to Class Counsel and paid from the Gross Settlement Amount. The Parties have agreed Plaintiff will request approval from the Court of up to one-third of the Gross Settlement Amount, i.e. up to \$435,000.00.

8. “Class Counsel Litigation Expenses Payment” means the amount allocated from the

1 Gross Settlement Amount to Class Counsel for reimbursement of reasonable expenses and costs
2 incurred in the Action, not to exceed \$30,000.00. If Class Counsel Litigation Expenses Payment is
3 less than the amount requested, the difference will remain in the Net Settlement Amount to be
4 distributed to the Class Members.

5 9. “Class Data” means Class Member identifying information in Defendant’s possession
6 including the Class Member’s name, last-known mailing address, email address, telephone number,
7 Social Security number, hire dates, and termination dates.

8 10. “Class Member” means a member of the Class, as either a Participating Class Member
9 or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as
10 an Aggrieved Employee).

11 11. “Class Member Address Search” means the Administrator’s investigation and search
12 for current Class Member mailing addresses using all reasonably available sources, methods, and
13 means including, but not limited to, the “National Change of Address Database”, skip traces, and
14 direct contact by the Administrator with Class Members.

15 12. “Class Notice” means the Court approved notice of settlement and hearing date for
16 Final Approval, with a Spanish translation if the parties deem necessary, to be mailed to Class
17 Members and incorporated by reference into this Agreement. The Class Notice is attached hereto as
18 Exhibit 1.

19 13. “Class Period” means the period from January 9, 2020, through April 30, 2025.

20 14. “Class Representative” means the named Plaintiff in the Action, Joshua J. Lopez,
21 seeking Court approval to serve as a Class Representative.

22 15. “Class Representative Enhancement Award” means the payment to the Class
23 Representative for initiating the Action and providing services in support of the Action, and
24 Defendants agreed not to object to a requested Enhancement Award of up to \$10,000.00 subject to
25 Court approval.

26 16. “Court” means the Superior Court of California, County of Contra Costa.

27 17. “Defendants” means named Defendants Veolia North America, LLC, Veolia Water
28 West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract

Services USA, LLC, and Veolia Water North America Operating Services, LLC

18. “Defense Counsel” means Kenneth P. Nabity of Delfino Madden O’Malley Coyle & Koewler LLP.

19. “Effective Date” means the date by which all of the following have occurred: (a) the Court enters Judgment upon Final Approval and the Judgment is final. The judgment is final when the Court’s final Judgment is entered along with the Court’s Order granting final approval to the Settlement. If there is an objector, the Effective Date will also be the date after any appeal period has passed, or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remitter. The Effective Date of Release for the Class and PAGA Releases will be when the Gross Settlement Amount has been fully funded in the Qualified Settlement Fund.

20. “Final Approval” means the Court’s order granting final approval of the Settlement.

21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

22. “Gross Settlement Amount” means \$1,305,000.00 (One Million Three Hundred Five Thousand Dollars with Zero Cents), which is the total amount Defendants agree to pay under the Settlement, except as provided in Paragraph H below.

23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

25. “Judgment” means the judgment entered by the Court based upon the Final Approval.

26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

28. “Net Settlement Amount” means the Gross Settlement Amount, less the following

1 payments in the amounts approved by the Court: PAGA Penalties, Class Representative
2 Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,
3 and the Administration Costs. The remainder is to be paid to Participating Class Members as
4 Individual Class Payments.

5 29. “Non-Participating Class Member” means any Class Member who opts out of the
6 Settlement by sending the Administrator a valid and timely Request for Exclusion.

7 30. “Operative Complaint” means the operative “Second Amended Complaint” filed in the
8 Action on July 16, 2025.

9 31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee
10 worked for Defendants for at least a portion of one day during the PAGA Period.

11 32. “PAGA Period” means the period from January 9, 2023, through April 30, 2025.

12 33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

13 34. “PAGA Notice” means Plaintiff’s January 9, 2024, letter to LWDA (LWDA Case No.
14 LWDA-CM-1004014-24) and the Defendant providing notice pursuant to Labor Code section
15 2699.3, subd.(a).

16 35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the
17 Gross Settlement Amount (\$75,000.00), allocated 25% to the Aggrieved Employees (\$18,750.00)
18 and 75% to LWDA (\$56,250.00) in settlement of PAGA claims.

19 36. “Participating Class Member” means a Class Member who does not submit a valid and
20 timely Request for Exclusion from the Class portion of the Settlement.

21 37. “Plaintiff” means Joshua J. Lopez, the named plaintiff in the Action.

22 38. “Preliminary Approval” means the Court’s order granting preliminary approval of the
23 Settlement.

24 39. “Release Effective Date” means the date Plaintiff, Class Members, and Aggrieved
25 Employees effectively release all claims against the Released Parties. For the Participating Class
26 Members and Aggrieved Employees, the Release Effective Date occurs on the date after the Court
27 enters Judgment, or if there is an objector, the date after any appeal period has passed, or if a timely
28 appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues

a remitter and the Defendant fully funds the Gross Settlement Amount.

40. “Released Class Claims” means the class claims being released on the Release Effective Date and as described in Paragraph 66 below.

41. “Released PAGA Claims” means the PAGA claims being released on the Release Effective Date as described in Paragraph 67 below.

42. “Released Parties” means: Defendants and all of Defendants’ former and present officers, directors, subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors, successors, owners, and assigns.

43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class portion of the Settlement signed by the Class Member.

44. “Response Deadline” means sixty (60) days after the Administrator mails Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Class portion of the Settlement, or (b) fax, email, or mail his or her objection to the Settlement. Class Members to whom Class Notice is resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond when the Response Deadline has expired to provide an appropriate response.

45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

46. “Settling Locations” means 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.

47. “Workweek” means any week during which a Class Member worked for Defendant for at least a portion of one day, during the Class Period.

B. RECITALS.

47. On January 9, 2024, Plaintiff commenced the Action by filing a complaint alleging causes of action against Defendant for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime; (3) Meal Period Violations; (4) Rest Period Violations; (5) Violation of Labor Code

§226(a); (6) Violation of Labor Code §221; (7) Violation of Labor Code §204; (8) Violation of Labor Code §203; (9) Failure to Pay for On-call Time Under Labor Code §§ 204, 510, 1194; (10) Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5; (11) Failure to Produce Requested Employment Records under Labor Code §§ 226, 1198.5; and (12) Violation of Business & Professions Code §17200 *et seq.* On January 9, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendant that Plaintiff intended to proceed with a representative action under PAGA (LWDA-CM-1004014-24). On March 14, 2024, after the 65-day statutory period passed, Plaintiff filed his First Amended Complaint, which added claims for penalties under PAGA, Labor Code § 2698. On July 16, 2025, Plaintiff filed his Second Amended Complaint (the “Operative Complaint”), which added additional Defendants.

48. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

49. On February 19, 2025, the Parties participated in a mediation presided over by respected wage and hour mediator Lonnie Giamela and were able to reach an agreement on general settlement terms.

50. In advance of mediation, Class Counsel conducted a thorough investigation into the facts of, and applicable law to, the Action. Plaintiff’s counsel provided Defendant’s counsel with a comprehensive listing of informal discovery items required to constructively mediate. Defendant provided a Class List document and an agreed upon 25% sampling of timekeeping and payroll documents. Prior to mediation, Plaintiff therefore obtained and analyzed the production of payroll data for Class Members and the necessary policy documents through informal discovery to properly evaluate the strengths and weaknesses of the claims and engage in meaningful settlement discussions. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.App.4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 129-130 (2008) (“*Dunk/Kullar*”).

51. The Court has not granted class certification, and the Parties are stipulating to conditional class certification for Settlement purposes only.

52. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

C. MONETARY TERMS.

53. Gross Settlement Amount. Except as otherwise provided by Paragraph H below, Defendants will pay \$1,305,000.00 (One Million Three Hundred and Five Thousand Dollars with Zero Cents) to fully settle, resolve, and extinguish all claims asserted in the Action, including without limitation all claims asserted in the PAGA Notice. The Gross Settlement Amount is non-reversionary and does not include employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which Defendant will pay separately.

54. Schedule for Payment of the Gross Settlement Amount: Defendants shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than fifteen (15) days after the Effective Date. This is a non-reversionary Settlement in which Defendants are required to pay the entire Gross Settlement Amount. No portion of the Gross Settlement Amount will revert to Defendants. Defendants are separately and solely responsible for any employer payroll taxes owed as a result of this Settlement Agreement.

55. Cure Period, Interest Clause: If Defendants fail to make any payment of the Gross Settlement Amount by the deadlines set forth in Paragraph 54 and pursuant to the Administrator's payment timeline, and such failure continues for more than thirty (30) days after written notice from the Administrator of such failure, then the unpaid portion of the Gross Settlement Amount due will incur interest at the statutory rate for a judgment for wage under California law. Any such interest accrued will be distributed pro rata to the Participating Class Members or otherwise as the Court directs. Defendants shall have no power over transferred funds, or to alter the schedule set forth in Paragraph 54 of this Agreement, absent court order. Any dispute between the Parties as to the meaning and/or application of Paragraph 54 will be submitted to the Court. No interest will accrue during the time that any Paragraph 54 issue is submitted to and is before the Court.

56. Payments from the Gross Settlement Amount. Subject to the terms and conditions of

1 this Agreement, the Administrator will make and deduct the following payments from the Gross
2 Settlement Amount in the amounts specified by the Court in the Final Approval:

3 56.1 To Plaintiff: A payment for the Class Representative Enhancement Award to the Class
4 Representative, Joshua J. Lopez, of not more than \$10,000.00 (Ten Thousand Dollars) in addition
5 to any Individual Class Payment and any Individual PAGA Payment the Class Representative is
6 entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiff's request
7 for a Class Representative Enhancement Award that does not exceed this amount. As part of the
8 motion for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,
9 Plaintiff will seek Court approval for any Class Representative Enhancement Award. If the Court
10 approves a Class Representative Enhancement Award less than the amount requested, the
11 Administrator will retain the remainder in the Net Settlement Amount to be distributed to
12 Participating Class Members. The Administrator will pay the Class Representative Enhancement
13 Award using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes
14 owed on the Class Representative Enhancement Award.

15 56.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the
16 Gross Settlement Amount, that is up to \$435,000.00, and a Class Counsel Litigation Expenses
17 Payment for actual reasonable costs incurred, not to exceed \$30,000.00. Defendants will not oppose
18 requests for these payments. Plaintiff and/or Class Counsel will file a motion requesting Class
19 Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 (sixteen)
20 court days prior to the Final Approval Hearing, or as otherwise ordered by the Court. If the Court
21 approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less
22 than the amounts requested, the Administrator will allocate the remainder to the Net Settlement
23 Amount for distribution to Participating Class Members. Released Parties shall have no liability to
24 Class Counsel or any other Plaintiff's counsel arising from any claim to any portion of Class Counsel
25 Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the
26 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more
27 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class
28 Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants

harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

56.3 To the Administrator: An Administration Costs payment not to exceed \$8,500.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Costs are less, or the Court approves payment of less than \$8,500.00, the Administrator will retain the remainder in the Net Settlement Amount to be distributed to Participating Class Members.

56.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each individual Participating Class Member's Workweeks.

56.4(a) Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

56.4(b) Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

56.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$75,000.00 (Seventy-Five Thousand Dollars) will be paid from the Gross Settlement Amount, with 75% (\$56,250.00) allocated to the LWDA PAGA Payment and 25% (\$18,750.00) allocated to the Individual PAGA Payments. Aggrieved Employees cannot request exclusion.

56.5(a) The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$18,750.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period,

and (b) multiplying the result by each individual Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

56.5(b) If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount to be distributed to Participating Class Members. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

57. Class Workweeks and Aggrieved Employee PAGA Pay Periods. Based on data gathered through mediation, it is estimated there were 330 Class Members who collectively worked a total of 29,000 Workweeks from January 9, 2020, through April 30, 2025, and 251 Aggrieved Employees who worked a total of 9,100 PAGA Pay Periods from January 9, 2023, through April 30, 2025.

58. Class Data. Not later than twenty (20) days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

59. Payments from the Gross Settlement Amount. The monies to be distributed to Participating Class Members (i.e. the Net Settlement Amount) and Aggrieved Employees shall be paid to them by the Administrator within 10 (ten) days following the receipt of the Gross Settlement Amount by the Settlement Administrator from Defendants.

60. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail. The face of each check shall prominently state the date (180 days after the date of mailing) when the check will be voided (“Void Date”). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom the Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Administrator must update the recipients’ mailing addresses using the National Change of Address Database.

61. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

62. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and canceled after the Void Date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

63. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

E. RELEASES OF CLAIMS. On the Release Effective Date, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

64. Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, releases and discharges Released Parties from all claims, transactions, or occurrences, that occurred during the Class Period, including all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and Plaintiff's PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims under the Fair Employment and Housing Act, California Family Rights Act, wrongful termination in violation of public policy, or related claims. Plaintiff's Release also does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

65. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

66. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint ("Released Class Claims"). The Released Class Claims apply to claims arising during the Class Period.

67. Release by Aggrieved Employees: All Aggrieved Employees, including Non-

Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

68. Release Effective Date: As of the Release Effective Date, as defined above, all Participating Class Members shall be bound by the release of the Released Class Claims and all eligible Aggrieved Employees shall be bound by the release of the Released PAGA Claims released through this Settlement.

F. MOTION FOR PRELIMINARY APPROVAL. Plaintiff will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

69. Defendant’s Statement of Non-Opposition in Support of Preliminary Approval. Defendant may file a statement of non-opposition in support of preliminary approval to be filed with or after the Motion for Preliminary Approval documents.

70. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, memorandum in support, Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA portion of the Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Preliminary Approval order; (iii) a draft proposed Class Notice, (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from Class Counsel firm attesting to its competency to

1 represent the Class Members; its timely transmission to the LWDA of all necessary PAGA
2 documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint
3 (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2));
4 and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or
5 the Administrator. In their declarations, Plaintiff and Class Counsel shall aver that they are not aware
6 of any other pending matter or action asserting claims that will be extinguished or adversely affected
7 by the Settlement.

8 71. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
9 responsible for expeditiously finalizing the Motion for Preliminary Approval. Class Counsel will
10 obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for
11 Preliminary Approval no later than 16 (sixteen) court days before the hearing, unless otherwise
12 ordered by the Court, and deliver the Court's Preliminary Approval to the Administrator.

13 72. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
14 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense
15 Counsel will expeditiously work together on behalf of the Parties by meeting in person or by
16 telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
17 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
18 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
19 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
20 Court's concerns.

21 **G. SETTLEMENT ADMINISTRATION.**

22 73. Selection of Administrator. The Parties have jointly selected Apex to serve as the
23 Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound
24 by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
25 for payment of Administration Costs. The Parties and their Counsel represent that they have no
26 interest or relationship, financial or otherwise, with the Administrator other than a professional
27 relationship arising out of prior experiences administering settlements.

28 74. Employer Identification Number. The Administrator shall have and use its own

1 employer identification number for purposes of calculating payroll tax withholdings and providing
2 reports to state and federal tax authorities.

3 75. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
4 meets the requirements of a “Qualified Settlement Fund” (“QSF”) under US Treasury Regulation
5 section 468B-1 for the funding of the Gross Settlement Amount. Any interest that accrues on the
6 Gross Settlement Amount sums paid into the QSF prior to distribution by the Administrator will
7 become part of the Net Settlement Amount for distribution to Participating Class Members. The QSF
8 will be fully funded in one payment as addressed above.

9 76. Notice to Class Members.

10 76.1 No later than five (5) calendar days after receipt of the Class Data, the Administrator
11 shall notify Class Counsel that the list has been received and state the number of Class Members,
12 Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

13 76.2 Using best efforts to perform as soon as possible, and in no event later than fourteen
14 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
15 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with
16 Spanish translation if the parties deem necessary substantially in the form attached to this Agreement
17 as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of
18 any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and
19 the number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing
20 Class Notice, the Administrator shall update Class Member addresses using the National Change of
21 Address Database.

22 76.3 Not later than five (5) calendar days after the Administrator’s receipt of any Class
23 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
24 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
25 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
26 the most current address obtained. The Administrator has no obligation to make further attempts to
27 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
28 time.

1 76.4 The deadlines for Class Members' written objections, challenges to Workweeks and/or
2 PAGA Pay Periods, and Requests for Exclusion will be extended an additional fourteen days (14)
3 days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose
4 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
5 the re-mailed Class Notice.

6 76.5 If the Administrator, Defendants, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class Data and should
8 have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone,
9 and in good faith in an effort to agree on whether to include them as Class Members. If the Parties
10 agree, such persons will be Class Members entitled to the same rights as other Class Members, and
11 the Administrator will send, via email or overnight delivery, a Class Notice requiring them to
12 exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice,
13 or the deadline dates in the Class Notice, whichever are later.

14 77. Requests for Exclusion (Opt-Outs).

15 77.1 Class Members who wish to exclude themselves from (opt-out of) the Class portion of
16 the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for
17 Exclusion not later than sixty (60) days after the Administrator mails the Class Notice (plus an
18 additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for
19 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
20 the Class Member's election to be excluded from the Class portion of the Settlement and includes
21 the Class Member's name, address and email address or telephone number. To be valid, a Request
22 for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

23 77.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to
24 contain all the information specified in the Class Notice. The Administrator shall accept any Request
25 for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a
26 Class Member and the Class Member's desire to be excluded. The Administrator's determination
27 shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has
28 reason to question the authenticity of a Request for Exclusion, the Administrator may demand

1 additional proof of the Class Member's identity. The Administrator's determination of authenticity
2 shall be final and not appealable or otherwise susceptible to challenge.

3 77.3 Every Class Member who does not submit a timely and valid Request for Exclusion is
4 deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound
5 by all terms and conditions of the Settlement, including the Participating Class Members' releases
6 under Paragraphs 66 and 67 of this Agreement, regardless of whether the Participating Class
7 Member actually receives the Class Notice or objects to the Settlement.

8 77.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-
9 Participating Class Member and shall not receive an Individual Class Payment or have the right to
10 object to the class action components of the Settlement. Because future PAGA claims are subject to
11 claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved
12 Employees are deemed to release the Released PAGA Claims identified in Paragraph 67 of this
13 Agreement and are eligible for an Individual PAGA Payment.

14 78. Challenges to Calculation of Workweeks. Each Class Member shall have 60 (sixty)
15 days after the Administrator mails the Class Notice (plus an additional 14 (fourteen) days for
16 Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and PAGA
17 Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge
18 the allocation by communicating with the Administrator via fax, email or mail. The Administrator
19 must encourage the challenging Class Member to submit supporting documentation. In the absence
20 of any contrary documentation, the Administrator is entitled to presume that the Workweeks and
21 PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the
22 Class Data. The Administrator shall promptly provide copies of all challenges to the calculation of
23 Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the
24 Administrator's determination of the challenges. Although the Administrator shall make the initial
25 decision regarding a Workweek challenge, the Court may review any decision made by the
26 Administrator regarding a Workweek challenge.

27 79. Objections to Settlement.

28 79.1 Only Participating Class Members may object to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
3 and/or Class Representative Enhancement Award.

4 79.2 Participating Class Members may send written objections to the Administrator, by fax,
5 email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an
6 attorney to appear in Court at their own expense) to present verbal objections at the Final Approval
7 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
8 must do so not later than sixty (60) days after the Administrator's mailing of the Class Notice (plus
9 an additional fourteen (14) days for Class Members whose Class Notice was re-mailed).

10 79.3 Non-Participating Class Members have no right to object to any of the class action
11 components of the Settlement.

12 80. Administrator Duties. The Administrator has a duty to perform or observe all tasks to
13 be performed or observed by the Administrator contained in this Agreement or otherwise.

14 80.1 Website, Email Address and Toll-Free Number. The Administrator will establish,
15 maintain and use an internet website to post information of interest to Class Members including the
16 date, time, and location for the Final Approval Hearing and copies of the Agreement, Motion for
17 Preliminary Approval, Preliminary Approval, Class Notice, Motion for Final Approval, motion for
18 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative
19 Enhancement Award, the Final Approval, and the Judgment. The Administrator will also maintain
20 and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes
21 and emails.

22 80.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
23 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than
24 five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
25 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
26 other identifying information of Class Members who have timely submitted valid Requests for
27 Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members
28 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion

submitted (whether valid or invalid).

80.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

80.4 Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make the initial decision consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Parties shall file with the court all Class Member disputes, including the evidence submitted, and the resolution of the disputes. Although the Administrator shall make the initial decision regarding a Workweek and/or PAGA Pay Period Challenge, the court may review any decision made by the Administrator regarding a Workweek and/or PAGA Pay Period Challenge.

80.5 Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiff is required to file the Motion for Final Approval, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

80.6 Final Report by Settlement Administrator. Within 10 (ten) days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 (fifteen) days before any

1 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
2 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
3 required under this Agreement. Class Counsel is responsible for filing the Administrator's
4 declaration in Court.

5 **H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.** Based on data gathered
6 through the February 19, 2025, mediation, it is estimated that there are 330 Class Members who
7 collectively worked a total of 29,000 Workweeks from January 9, 2020, through April 30, 2025. If
8 it is determined that the total number of Workweeks is greater than 32,190 as of Preliminary
9 Approval (i.e. a 11% increase or more than 29,000 workweeks), the Gross Settlement Amount will
10 be increased by the same number of percentage points above 11% by which the actual number of
11 Workweeks exceeds 32,190. Alternatively, Defendant may elect to shorten the Class Period to stay
12 within the ten percent cushion, i.e., 32,190 Workweeks. If this provision is triggered so as to increase
13 the Gross Settlement Amount, the Parties agree that the portion of the Gross Settlement Amount
14 allocated to attorneys' fees will increase proportionally such that the total amount of attorneys' fees
15 remains one third of the Gross Settlement Amount after the upward adjustment required by this
16 provision is implemented.

17 **I. DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for
18 Exclusion identified in the Exclusion List exceeds five percent (5%) of the total of all Class
19 Members, Defendant may, but is not obligated, to elect to withdraw from the Settlement. The Parties
20 agree that, if Defendant withdraws, the Settlement shall be *void ab initio*, have no force or effect
21 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
22 provided, however, Defendant will remain responsible for paying all Administration Costs incurred
23 to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later
24 than twenty (20) days after the Administrator sends the final Exclusion List to Defense Counsel; late
25 elections will have no effect.

26 **J. MOTION FOR FINAL APPROVAL.** Not later than 16 (sixteen) court days before
27 the calendared Final Approval Hearing, unless otherwise scheduled by the Court, Plaintiff will file
28 in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the

PAGA portion of the settlement under Labor Code section 2699, subd. (l); a proposed Final Approval; and a proposed Judgment (collectively “Motion for Final Approval”).

81. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

82. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Costs shall not constitute a material modification to the Agreement within the meaning of this paragraph.

83. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

84. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment as set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

85. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and Judgment, sharing, on a 50-50 basis, any additional Administration Costs reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award, Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure §384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

86. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint has merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

87. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendant, and

1 Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and
2 each of them will not disclose, disseminate and/or publicize, or cause or permit another person to
3 disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly,
4 specifically or generally, to any person, corporation, association, government agency, or other entity
5 except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep
6 this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report
7 income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in
8 response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees
9 to immediately notify the other Party of any judicial or agency order, inquiry, or subpoena seeking
10 such information. Plaintiff, Class Counsel, Defendant, and Defense Counsel separately agree not to,
11 directly or indirectly, initiate any conversation or other communication, before the filing of the
12 Motion for Preliminary Approval, with any third party regarding this Agreement or the matters
13 giving rise to this Agreement except to respond only that "the matter was resolved," or words to that
14 effect. This paragraph does not restrict Class Counsel's communications with Class Members in
15 accordance with Class Counsel's ethical obligations owed to Class Members.

16 88. No Solicitation. The Parties separately agree that they and their respective counsel and
17 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from
18 the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to
19 communicate with Class Members in accordance with Class Counsel's ethical obligations owed to
20 Class Members.

21 89. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
22 together with its attached exhibits shall constitute the entire agreement between the Parties relating
23 to the Settlement, superseding any and all oral representations, warranties, covenants, or
24 inducements made to or by any Party.

25 90. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
26 represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate
27 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
28 terms, and to execute any other documents reasonably required to effectuate the terms of this

1 Agreement including any amendments to this Agreement.

2 91. Cooperation. The Parties and their counsel will cooperate with each other and use their
3 best efforts, in good faith, to implement the Settlement by, among other things, modifying the
4 Agreement, submitting supplemental evidence and supplementing points and authorities as
5 requested by the Court. In the event the Parties are unable to agree upon the form or content of any
6 document necessary to implement the Settlement, or on any modification of the Agreement that may
7 become necessary to implement the Settlement, the Parties will seek the assistance of mediator Kelly
8 Knight for resolution.

9 92. No Prior Assignments. The Parties separately represent and warrant that they have not
10 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber
11 to any person or entity and portion of any liability, claim, demand, action, cause of action, or right
12 released and discharged by the Party in this Settlement.

13 93. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are
14 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
15 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
16 10, as amended) or otherwise.

17 94. Modification of Agreement. This Agreement, and all parts of it, may be amended,
18 modified, changed, or waived only by an express written instrument signed by all Parties or their
19 representatives, and approved by the Court.

20 95. Agreement Binding on Successors. This Agreement will be binding upon, and inure to
21 the benefit of, the successors of each of the Parties.

22 96. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
23 governed by and interpreted according to the internal laws of the State of California, without regard
24 to conflict of law principles.

25 97. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
26 of this Agreement. This Agreement will not be construed against any Party on the basis that the Party
27 was the drafter or participated in the drafting.

28 98. Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

99. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

100. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

101. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

D.LAW, INC.
David Yeremian
d.yeremian@d.law
Alvin B. Lindsay
a.lindsay@d.law
450 N. Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

To Defendant:

DELFINO MADDEN O'MALLEY COYLE & KOEWLER LLP
Kenneth P. Nabity (SBN 287927)
knabity@delfinomadden.com
500 Capitol Mall, Suite 1550
Sacramento, CA 95814
Telephone: (916) 661-5704

102. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or by email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

1 103. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
2 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
3 that upon the signing of this Agreement pursuant to CCP section 583.330 to extend the date to bring
4 a case to trial under CCP section 583.310 for the entire period of this settlement process.

5 104. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal.
6 Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by
7 Defendant in connection with the mediation, other settlement negotiations, or in connection with the
8 Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be
9 used in any way that violates any existing contractual agreement, statute, or rule of court. Not later
10 than 90 days after the date when the Court discharges the Administrator's obligation to provide a
11 declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and
12 electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of
13 the Administrator's obligation, Defendant makes a written request to Class Counsel for the return,
14 rather than the destructions, of Class Data.

15 105. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
16 the Parties request that the Court first attempt to construe the provisions valid to the fullest extent
17 possible consistent with applicable precedents, so as to define all provisions of this Agreement valid
18 and enforceable.

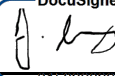
19 106. Severability. In the event that one or more of the provisions contained in this
20 Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such
21 invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense
22 Counsel and Class Counsel, on behalf of the Parties, the Class Members, and the Aggrieved
23 Employees, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision
24 had never been included in this Agreement.

25 **IT IS SO AGREED.**
26
27
28

By the Parties:

DATED: 8/29/2025

PLAINTIFF JOSHUA J. LOPEZ.

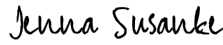
DocuSigned by:


Joshua J. Lopez

DATED: 9/12/2025

VEOLIA NORTH AMERICA, LLC.

Signed by:



By: Jenna Susanke

Its: EVP, Human Resources and Chief People Officer

DATED: 9/8/2025

VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

DATED: 9/8/2025

VEOLIA WATER WEST OPERATING SERVICES, INC.

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

DATED: 9/8/2025

VEOLIA WATER NORTH AMERICA-WEST, LLC

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

DATED: 9/8/2025

VEOLIA WATER CONTRACT SERVICES USA, LLC

DocuSigned by:



By: Joe Tackett

Its: CEO and President – Contract Operations

1 Approved by counsel:

2
3 DATED: 9/2/2025

D.LAW, INC.

4
5 By: 

David Yeremian

Alvin Lindsay

Enoch J. Kim

Marta Manus

Counsel for Plaintiff Joshua J. Lopez

6
7
8
9 DATED: 9/12/2025

**DELFINO MADDEN O'MALLEY COYLE &
KOEHLER LLP**

10
11 By: 

Kenneth P. Nabity

Attorneys for Defendants Veolia North America,
LLC, Veolia Water West Operating Services, Inc.,
Veolia Water North America-West, LLC, Veolia
Water Contract Services USA, LLC, and Veolia
Water North America Operating Services, LLC

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT

Lopez v. Veolia North America, LLC, et al.
(Contra Costa Superior Court, Case No. C24-00068)

***The Contra Costa County Superior Court authorized this notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from the settlement of a class action lawsuit (“Settlement”) filed by Joshua J. Lopez (“Plaintiff” or “Class Representative”) against Defendants Veolia North America, LLC, Veolia Water West Operating Services, Inc., Veolia Water North America-West, LLC, Veolia Water Contract Services USA, LLC, and Veolia Water North America Operating Services, LLC (“Defendants”) for alleged violations of the California Labor Code (the “Action”). (Plaintiff and Defendants are collectively referred to as the “Parties”).

The Action seeks payment of (1) unpaid wages, statutory damages and penalties, interest and attorneys’ fees on behalf of all Class Members, who are defined in the Settlement as all non-exempt (hourly paid) employees who worked for Defendants in California at the Settling Locations at any time during the Class Period (which is January 9, 2020, through April 30, 2025); and (2) penalties under the California Private Attorneys General Act (“PAGA”) on behalf of all Aggrieved Employees, who are defined in the Settlement as all non-exempt (hourly paid) employees who worked for Defendants in California at the Settling Locations at any time during the PAGA Period (which is January 9, 2023, through April 30, 2025). “Settling Locations” means 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.

PAGA is a California law that allows employees to bring claims for civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and all Aggrieved Employees for alleged violations of the Labor Code, and any payment for PAGA penalties shall be paid 75% to the LWDA and 25% to all Aggrieved Employees as civil penalties (rather than wages).

The proposed Settlement has two main parts: (1) a class action settlement requiring Defendants to fund Individual Class Payments to Class Members, and (2) a PAGA settlement requiring Defendants to fund Individual PAGA Payments to Aggrieved Employees and pay penalties to the LWDA. Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class and PAGA Payments are shown in the charts below, along with the applicable data points from which these estimates are derived.

[CLASS MEMBER NAME] [ID/CONTROL NUMBER]

<i>Calculations and Data Points for Estimated Individual Class Payment</i>	
Weeks Worked during Class Period	<i>Estimated Individual Class Payment</i>
INSERT	INSERT

<i>Calculations and Data Points for Estimated Individual PAGA Payment</i>	
Pay Periods Worked during PAGA Period	<i>Estimated Individual PAGA Payment</i>
INSERT	INSERT

Please note that the actual amount you receive may be different from the above and will depend on several factors. (If no amount is stated for your Individual PAGA Payment then, according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work for Defendants in California during the PAGA Period.) If you believe that you worked a different number of weeks during the periods than is shown in the chart above, you can submit a dispute by **[DATE]** (“Response Deadline”). See **Section 4, subsection 3** of this notice.

In granting preliminarily approval of the proposed Settlement and approving this notice, the Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing. Your legal rights are affected whether you act or do not act. Read this notice carefully. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants in California at the Settling Locations during the Class Period and/or the PAGA Period, you have a few options as shown in the Chart below:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE A SETTLEMENT PAYMENT	If you want to receive your full settlement payment, then no further action is required on your part. You will automatically receive a settlement payment if the Settlement receives final approval by the Court. You will be bound by the terms of the Settlement Agreement and will give up your right to sue on the Released Class Claims described in Section 3 below . <i>Defendants will not retaliate against you for participating or not participating in this Settlement.</i>
EXCLUDE YOURSELF	If you do not wish to participate in the Class portion of the proposed Settlement, you may "opt-out" of the Settlement of the Class Claims. If you choose to opt-out, you must submit a written request for exclusion by [DATE] (see Section 6 below for more details on how to opt-out). If you opt-out, you will no longer be a Participating Class Member, and you will (1) <u>not</u> receive an Individual Class Payment, but you will have the right to pursue the Released Class Claims described below subject to applicable statutes of limitations, and (2) be barred from filing an objection to the settlement. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees. See Section 6 of this notice.
OBJECT	If you decide to object to the Class portion of the proposed Settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement by [DATE]. In the alternative, you may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing. (see Section 7 for more details on how to object).
DISPUTE THE NUMBER OF WEEKS WORKED	If you believe the number of workweeks and/or pay periods that you were credited with working in the chart above is incorrect, you may submit a dispute and any supporting evidence to [tbd settlement administrator] (the "Administrator"), a third party responsible for sending this notice (see Section 4 for more details on how to submit a dispute). Defendants' records will be presumed correct, but you may provide evidence to the Administrator showing how many workweeks and/or pay periods you believe you should be credited, and the Administrator will consider your documentation and decide.

YOU MAY ATTEND THE FINAL APPROVAL HEARING, BUT IT'S NOT REQUIRED	
DATE: DATE TIME: TIME	The Court's Final Approval Hearing is scheduled to take place on [DATE]. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. See Section 8 of this notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action accuses Defendants of violating California labor laws due to the alleged failure to pay minimum and overtime wages, failure to provide meal periods and rest breaks, failure to pay accrued sick leave, failure to reimburse business expenses, failure to maintain required records, failure to pay gratuities, unlawfully collecting a portion of employee wages, failure to timely pay wages during employment and upon separation of employment, failure to provide accurate itemized wage statements, and unfair and unlawful competition. Based on the same claims, Plaintiff also asserted a claim for civil penalties under PAGA.

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

Both Parties are represented by attorneys in the Action. See Section 9 below for their contact information.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Parties hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. By signing a lengthy written settlement agreement (“Agreement”), Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. In fact, Defendants contend that it has at all times complied with California law.

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the merits and has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at final hearing. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this notice, and scheduled a Final Approval Hearing.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. The Gross Settlement Amount. Defendants have agreed to pay a total gross settlement amount of \$1,305,000.00 (the “Settlement Amount”) and will deposit the Settlement Amount into an account controlled by the Administrator. The Administrator will use the Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Expenses payment, the Administrator’s Costs, and PAGA Penalties to be paid to the LWDA. Assuming the Court grants Final Approval of the Settlement and that the Judgment entered by the Court becomes final, Defendants will fund the Gross Settlement Amount and payments will be made shortly thereafter. The Judgment will be final on the date the Court enters Judgment, or a later date if the Judgment is appealed.

2. Court Approved Deductions from Settlement Amount. At the Final Approval Hearing, Class Counsel will ask the Court to approve the following deductions from the Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees (\$435,000.00), plus reasonable costs and expenses not to exceed \$30,000.00. To date, Class Counsel has incurred fees and expenses in the Action without receiving payment.

B. Up to \$10,000.00 to the Class Representative as an Enhancement Payment for litigating the Action, working with Class Counsel, and representing the Class. The Enhancement Payment will be the only monies the Plaintiff will receive other than the Individual Class Payment and any Individual PAGA payment.

C. \$8,500.00 to the Administrator for services administering the Settlement.

D. \$75,000 for PAGA Penalties, allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees based on their share of PAGA Pay Periods during the PAGA Period.

E. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the remainder of the Settlement Amount (the “Net Settlement Amount”) by making Individual Class Payments to Participating Class Members based on their pro rata share of total Workweeks the Participating Class Member worked during the Class Period.

4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages (“Wage Portion”) and eighty percent (80%) to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer-side payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the “void date”). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California State Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money. You will still be bound by the Judgment, even if you do not cash your check.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement not later than the Response Deadline, which is [date]. See Section 6 of this notice for details on how to Opt-Out.

7. The Proposed Settlement Will be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, Apex Class Action (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion and objections. The Administrator will also assist the Parties with deciding any disputes over weeks worked, mail and re-mail (if necessary) settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this notice.

9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the “Released Parties” (which means Defendants, and all of its present and former officers, directors, employees, and agents) based on the facts alleged in the Action for the duration of the Class Period, which are resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint (“Released Class Claims”). The Released Claims apply to claims arising during the Class Period.

10. Released PAGA Claims. All Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice (“Released PAGA Claims”). The Released PAGA Claims apply to claims arising during the PAGA Period.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Members’ Workweeks during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods for each Aggrieved Employee during the PAGA Period.

3. Disputing Weeks Worked. The number of weeks you worked during the Class and PAGA Periods, as recorded in Defendants’ records, are stated in the tables on page 1 of this notice. You have until **DATE** (the “Response Deadline”) to dispute the number of Workweeks or PAGA Pay Periods credited to you by submitting a dispute to the Administrator. Section 9 of this notice has the Administrator’s contact information. You need to support your dispute by sending copies of pay stubs or other records. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve challenges based on your submission and on input from Class Counsel and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members and Aggrieved Employees. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (which includes every Class Member who does not opt-out) and Aggrieved Employee. The single check will combine the Individual Class Payment and the Individual PAGA Payment (if you are entitled to an Individual PAGA Payment).

2. Non-Participating Class Members/Aggrieved Employees Only. If you opted out of the Class settlement, but qualify as an Aggrieved Employee, then the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee, including those who opt out of the Class Settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Settlement, unless you opt-out of the Settlement before the Response Deadline. To opt-out, you must send by fax, email, or mail, a signed letter that includes your name, address and email address or telephone number and that reasonably communicates your election to be excluded from the Class portion of the Settlement to the Administrator by the Response Deadline (as a reminder, **the “Response Deadline” is DATE**). Any person who submits a timely request for exclusion from the Class portion of the Settlement (1) will not have any rights under this Settlement, including the right to object to the Settlement; (2) will not be entitled to

receive an Individual Class Payment; (3) will preserve the right to pursue the Released Class Claims, and (4) will not be bound by this Settlement, or the Judgment, as to the Released Class Claims.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class portion of the Settlement remain eligible to receive an Individual PAGA Payment.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Settlement may wish to object. If you wish to object to the proposed Settlement, you may send by fax, email, or mail, a written objection to the Administrator and include any and all evidence and supporting documentation. Any written objections must be sent to the Administrator by the Response Deadline. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court at their own expense) to present verbal objections at the Final Approval Hearing.

8. WHEN IS THE FINAL APPROVAL HEARING?

On [REDACTED], at [REDACTED] a.m./p.m., the Court will hold a hearing in Department 12 of the Superior Court for the State of California, County of Contra Costa 725 Court Street, Martinez, CA 94553, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, whether to approve the proposed payment to the LWDA, and whether to approve Plaintiff's request for an Enhancement Award. This hearing may be continued or rescheduled by the Court. Objectors to the proposed settlement will be provided notice in the event that the Final Approval Hearing is continued to a later date. Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval. Class Members who object to the proposed Settlement are not required to attend the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

If you have questions about this notice or the Settlement itself, or if you did not receive this notice in the mail and you believe that you are or may be a member of the Class, you should contact the Administrator for more information or to request that a copy of this notice be sent to you in the mail. If you wish to communicate directly with Class Counsel, you may contact them at the information below. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and attached to the Declaration of Marta Manus in Support of Motion for Preliminary Approval of Class Action Settlement filed on [DATE] and available to be inspected at any time during regular business hours at the Clerk's Office, Superior Court for the State of California, County of Contra Costa, 725 Court Street, Martinez, CA 94553. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office or online at <https://www.cc-courts.org/civil/online-case.aspx>. To access the case file, click on "Case Number Search," then create a free online account, then type in the case number (C24-00068) where requested, and click "Search." You may also email Class Counsel and request a copy of the Settlement Agreement.

You may also visit ([URL]) for up-to-date information and important case documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

The contact information for Class Counsel and the Administrator are below:

Class Counsel	Administrator
David Yeremian, Esq. d.yeremian@d.law Alvin B. Lindsay a.lindsay@d.law Enoch J. Kim, Esq. e.kim@d.law Marta Manus, Esq. m.manus@d.law D.LAW, INC. 450 N Brand Blvd, Suite 840 Glendale, CA 91203 Tel: (818) 962-6465	Name Mailing Address Telephone Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Joshua J. Lopez
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

EXHIBIT 2

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
David Yeremian (SBN 226337)
d.yeremian@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
Enoch J. Kim (SBN 261146)
e.kim@d.law
Marta Manus (SBN 260132)
m.manus@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Joshua J. Lopez
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,

Plaintiff,

vs.

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,

Defendants.

Case No. C24-00068

CLASS ACTION

Assigned for all purposes to:
Hon. Edward G. Weil

**DECLARATION OF KIMBERLY
SUTHERLAND OF APEX CLASS ACTION,
LLC. IN SUPPORT OF PLAINTIFF'S
MOTION FOR APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Class Complaint filed: January 9, 2024
First Amended Complaint: March 14, 2024
Second Amended Complaint: July 16, 2025
Trial Date: Not set

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1 Class Action conducts background checks on all personnel with access to sensitive personal
2 information, to ensure they do not pose a threat to the security of client or aggrieved employee
3 information. To guarantee the security of the settlement administration process, Apex Class Action
4 maintains Professional Liability and Cyber Liability Insurance coverage, as required by legal
5 standards and best practices in the legal profession.

6 6. Apex Class Action disbursement process involves (i) obtaining a Federal Employer
7 Identification Number (FEIN) from the Internal Revenue Service (IRS) under the name of the
8 settlement case; (ii) establishing a QSF to manage the distribution of settlement funds; (iii)
9 conducting preliminary and final calculations to determine the individual settlement amounts,
10 including attorneys' fees, costs, enhancement awards, and any other court-approved designees; (iv)
11 calculating and reporting state and federal taxes as applicable; (v) and disseminating approved
12 settlement funds and tax forms via First-Class USPS mail; (vi) establishing a case website where
13 relevant case-related settlement documents will be accessible, including the Judgment.

14 7. The administration fees for Apex Class Action's management of this PAGA
15 settlement will not exceed \$8,500.00, as specified in **Exhibit B**. This document presents a
16 comprehensive plan detailing the specific administration services that will be provided.

17
18 I declare under penalty of perjury under the laws of the state of California that the foregoing
19 is true and correct. Executed this 15th day of October 2025 in Irvine, California.

20 

21 _____
22 Kimberly Sutherland
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EXHIBIT A



CASE TYPES

- Consumer
- Data Breach
- Mass Tort Disbursement
- Wage & Hour
- Private Attorneys
General Act (PAGA)
- Belaire West
- Class Certification
- Fair Labor Standards
Act (FSLA)
- Telephone Consumer
Protection Act (TCPA)
- Employee Retirement
Income Security Act
(ERISA)
- Product Liability

SUMMARY

Apex Class Action brings together a seasoned team of professionals adept at navigating the intricate landscape of legal processes and settlement administration. Armed with extensive expertise, we offer a comprehensive understanding of the nuances inherent in settlement procedures. Our organization excels in communication and organization, leveraging cutting-edge technology to streamline project management and adhere to rigorous timelines with precision and efficiency.

From initial pre-settlement consultation to the final stages of disbursement and tax reporting, our technology platform and stringent data security protocols revolve around integration, automation, and observability. This ensures swift and precise payment for class members, bolstering efficiency and accuracy throughout the process.

PRELIMINARY CONSULTATION

Our complimentary preliminary consultation serves as the cornerstone for establishing a comprehensive framework. This framework ensures that all stakeholders grasp the project's scope, timeline, and budget parameters effectively. Following the alignment of objectives and expectations between plaintiff and defense counsel, our team diligently explores additional avenues to identify potential class members. We go the extra mile by offering detailed interactive banner ad campaigns and print media options, maximizing outreach and engagement to achieve optimal results.

CASE MANAGEMENT

At Apex Class Action, our expert Case Managers and Data Managers take charge of overseeing all aspects of the settlement administration process. Their role is pivotal in ensuring strict adherence to court orders, settlement agreements, and industry benchmarks. Working hand in hand with both plaintiff and defense counsel, we meticulously manage every aspect of the settlement administration process.

Our comprehensive mailing and notification services commence with meticulous data scrubbing and the establishment of a class database, guaranteeing the accuracy of contact information. Subsequently, the database undergoes validation using the USPS National Change of Address (NCOA) database to ensure precision and reliability. Additionally, we provide court-certified translation services covering over 65 languages, facilitating effective communication across diverse demographics. In instances where mail is returned as undeliverable, we undertake skip tracing to obtain updated addresses for class members, ensuring that all notices reach their intended recipients without delay.



To ensure transparency throughout the entire process, a steady cadence of reports, as defined during the preliminary consultation, is generated throughout the administration process for both the plaintiff and defense counsel.

Our capability to provide cost-effective pricing is rooted in our adept utilization of cutting-edge technology, a team of highly skilled professionals, and an optimized process. Should the courts approve the utilization of modern electronic notification methods like email and banner ads, we ensure both certainty and cost-effectiveness. Through electronic disbursement, we offer a highly efficient strategy wherein settlement awards are directly delivered to class members, mitigating potential drawbacks associated with traditional mail delivery and enhancing overall efficiency.

TAX COMPLIANCE & CASE RESOLUTION

Apex leverages its proprietary technology to efficiently manage all necessary state and federal tax reporting requirements. This includes establishing a Settlement Federal Tax Identification Number (FIEN) with the IRS and Qualified Settlement Fund (QSF) EDD accounts where applicable. We handle taxes associated with settlements involving multiple state tax filings, as well as manage all payroll tax filings such as Form 940, 941, and state filings. Additionally, our services encompass the preparation of information returns (Forms W-2, 1099, and 1042-S) for reportable payments and the preparation of the annual Federal income tax return (Form 1120-SF). Moreover, we provide comprehensive management of qualified settlement funds (QSF), ensuring that all accounts are FDIC-insured bank accounts. Our full suite of comprehensive tax management services includes:

- Prepare and fill all applicable returns (Forms W-2, 1099, and 1042-S)
- Payroll tax filings, including Form 940, 941, and state filings
- FID-Insured QSF Bank Accounts
- State and Federal Tax Reporting
- IRS Federal Tax Identification Number
- QSF Audit Reports
- Prepare And File 1120-SF Tax Returns with Quarterly Tax Obligations

CONTACT

Address

18 Technology Dr. Ste. 154
Irvine, CA 92618

Email

kimberly@apexclassaction.com
Info@apexclassaction.com

Phone

1.321.223.5065
1.800.355.0700

EXHIBIT B

**Quotation Request:**

Marta Manus

D.Law

m.manus@d.law

Case Name:

Lopez v. Veolia

Date:

Wednesday, October 15, 2025

RFP Number:

200050019

Prepared By:

Michael Sutherland

Apex Class Action LLC

mike@apexclassaction.com

321.223.5067

Settlement Specifications

Estimated Class Size:	330
Certified Language Translation:	No
Static Settlement Website:	Yes
Percentage of Undeliverable Mail:	20%

Professional Services**Fee Calculation****Rate(s)****Quantity****Estimated Cost****Data Analytics and Standardization**

Import and Standardize Data*	Per Hour	\$125.00	3	\$375.00
Data Analyst	Per Hour	\$150.00	3	\$450.00

*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.

Sub Total: \$825.00

Mailing of Class Notice

Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.00	330	\$330.00
USPS First Class Postage	Per Piece	\$0.78	330	\$257.40
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	33	\$66.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	2	\$150.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	2	\$150.00
NCOA Address Update (USPS)	Static Rate	\$59.70	1	\$59.70

Sub Total: \$1,133.10

Project Management

Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	2	\$280.00

Sub Total: \$760.00

APEX
CLASS ACTION ADMINISTRATION

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
-----------------------	-----------------	---------	----------	----------------

Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$250.00	1	\$250.00
Settlement Website: Static Apex URL	Static Rate	\$500.00	1	\$500.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$750.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	3	\$360.00
Account Management and Reconciliation	Per Hour	\$140.00	3	\$420.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.00	330	\$330.00
USPS First Class Postage	Per Piece	\$0.78	330	\$257.40
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$1.50	33	\$49.50
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	8	\$800.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$500.00	1	\$500.00
Sub Total:				\$3,966.90

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	3	\$405.00
Project Management Reconciliation	Per Hour	\$100.00	3	\$300.00
Declarations	Per Hour	\$120.00	3	\$360.00
Sub Total:				\$1,065.00

TOTAL CAPPED ADMINISTRATION COST:				\$8,500.00
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Thank you for your business!

Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. Services: Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. Payment Terms: As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. Incurred Expenses: In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. Invoicing: Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. Case Duration: The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. Termination of Services: Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. Independent Contractor: As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.

9. Limitation of Liability: The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. Indemnification: The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. Confidentiality: Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.

13. Upon the completion of the administration and unless retention instructions are ordered by the court, Apex will notify the client that it will destroy and/or return all confidential information and property within 90 days upon the client's written request. Alternatively, the material may be stored for one year at a monthly fee of \$1.50 per storage box for paper documents and \$0.01 per image for electronic copies over a period of three years, which compensates Apex for its electronic and hard-copy storage costs. Apex will not be liable for any damages, liability, or expenses incurred in connection with any delay in delivery of, or damage to disks, magnetic tapes, or any input data provided by the client or its representatives unless Apex has agreed in writing to assume such responsibility.

14. COMPLETE AGREEMENT. These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.

16. Force Majeure: In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.

18. Severability: This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. Nonwaiver: This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.

EXHIBIT 3

EXHIBIT 4

D.LAW, INC.

Emil Davtyan (SBN 299363)

Emil@d.law

David Yeremian (SBN 226337)

d.yeremian@d.law

Alvin B. Lindsay (SBN 220236)

a.lindsay@d.law

Enoch J. Kim (SBN 261146)

e.kim@d.law

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450 N Brand Blvd., Suite 840

Glendale, CA 91203

Telephone: (818) 962-6465

Facsimile: (818) 962-6469

Attorneys for Plaintiff Joshua J. Lopez
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,

Plaintiff,

vs.

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,

Defendants.

Case No. C24-00068

CLASS ACTION

Assigned for all purposes to:
Hon. Edward G. Weil

**DECLARATION OF JARRETT
GORLICK IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Class Action filed: January 9, 2024

First Amended Complaint: March 14, 2024

Second Amended complaint: July 16, 2025

Trial date: None Set

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I, Jarrett Gorlick, declare:

1. I am over the age of 18 and am not a party to this action. All the facts set forth in this declaration are within my personal knowledge, true and correct, and, if called upon to testify, I could and would competently and truthfully testify to the following:

2. I am a partner at Berger Consulting Group, LLC (“BCG”) and have provided data analysis and damage exposure for over 3,000 cases. I have reviewed and analyzed data provided in numerous formats for multiple business types, including but not limited to retail, hospitals, logistics, finance, hospitality, technology, and manufacturing. My curriculum vitae is attached hereto as **Exhibit 1**. BCG was founded in 2013 and has been hired to provide expert analysis for more than 7,000 cases. BCG provides data and statistical analysis based on timekeeping records and other types of employee data.

3. I obtained a Bachelor of Arts degree in Economics and Psychology from the University of California, Santa Barbara in 2013. I received the Outstanding Scholastic Achievement in Economics award for graduating with the highest GPA in the department, graduated with High Honors, and completed the College of Letters and Sciences Honors Program. I hold the Certified Financial Planner designation, which required coursework in financial and data analysis, as well as accounting.

4. I testified as an expert witness in the following:

1. *Rodriguez v. Dynamic Auto Images*, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. *Cruz v. Talent Scale*, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. *Liggins v. GMRI*, Los Angeles Superior Court Case No. BC717321, Deposition 3/31/2022
4. *Ortega v. Carson Wild Wings*, Los Angeles Superior Court Case No. BC677389, Deposition 1/6/2022
5. *Cruz v. Dignity Health*, Sacramento County Superior Court Case No. 34-2018-

- 00245506, Deposition 11/23/2021
6. *Larson v. Mark Twain Medical Center*, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. *Powell v. St Joseph's Medical Center*, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. *Johnson v. Bakersfield*, Kern Superior Case No. BCV-19-102016, Deposition 10/25/2021
9. *Dawson v. GoHealth*, San Francisco Superior Case No. CGC-19-577790, Deposition 10/21/2021
10. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. *Ortega v. Carson Wild Wings*, Los Angeles Superior Case No. BC677389, Deposition 9/9/2021
12. *Haaverson v. Tavistock Freebirds*, Alameda Superior Court Case No. RG19030716, Trial 8/19/2021
13. *Escamilla v. Ono Hawaiian BBQ*, Los Angeles Superior Court Case No. BC651992, Deposition 8/16/2021
14. *Nash v. Horizon Freight Services*, Northern District Court Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. *Harris v. Villa Del Rio*, Los Angeles Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. *Morgan v. Rohr*, Southern District Court Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Trial 5/17/2021
18. *Anderson v. Safe Streets*, Eastern District Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. *Christensen v. Carter's Retail*, Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. *Fortson v. COMPASS*, Alameda Superior Court Case No. RG16818319, Deposition 3/26/2021

- 1 21. *Torrez v. Del Taco*, Alameda Superior Court Judicial Counsel Coordination
2 Proceeding No. 4904, Deposition 3/3/2021
- 3 22. *McCarty v. SMG*, Northern District of California Case No. 3:17-cv-06232-JD,
4 Deposition 2/4/2021
- 5 23. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
6 002224, Arbitration 12/4/2020
- 7 24. *Chaney v. Select Education Group*, Stanislaus Superior Court Case No. CV-19-
8 002224, Deposition 11/24/2020
- 9 25. *Zarate v. La Pizza Loca*, Los Angeles Superior Court Case No. BC642655,
10 Deposition 10/2/2020
- 11 26. *Cassiano Falero v. Southern California Pizza*, Orange County Superior Court
12 Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
- 13 27. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
14 Arbitration 9/8/2020
- 15 28. *Hernandez v. Terminix International*, AAA Case No. 01-18-0000-4288,
16 Deposition 8/12/2020
- 17 29. *Martinez v. AA Meat Products*, Los Angeles Superior Court Case No. BC650944,
18 Deposition 6/25/2020
- 19 30. *Shi v. J. Filippi Vintage Company*, San Bernardino Superior Court Case No.
20 CIVDS1806156, Trial 3/9/2020
- 21 31. *Rosales v. Staples Contract and Commercial*, Los Angeles Superior Court
22 Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
- 23 32. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Arbitration
24 11/19/2019
- 25 33. *Anderson v. Safe Streets*, AAA Case No. 01-18-0004-3136, Deposition
26 10/30/2019
- 27 34. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
28 CIVDS1616463, Trial 10/1/2019
35. *Kelly v. High Desert Support Services*, San Bernardino Superior Court Case No.
CIVDS1616463, Deposition 9/9/2019

1 36. *Reed & Moore v. Aramark Uniform Services*, Alameda Superior Court Case No.
2 RG168322314, Deposition 8/9/2019

3 37. *Gamboa v. Nelson Miller*, Los Angeles Superior Court Case No. BC658201,
4 Deposition 4/2/2019

5 38. *Leyva v. SCPMG*, Los Angeles Superior Court Case No. BC621718, Deposition
6 7/26/2018

7 39. *Emard et al. v. Twin Cities Community Hospital*, AAA Case No. 01-17-0000-
8 1313, Arbitration 7/19/2018

9 40. *McConville v. Renzenberger*, Central District of California Western Division Case
10 No. 17-cv-02972-FMO-JC, Deposition 2/1/2018

11 41. *Galeano v. Royal Laundry*, San Mateo Superior Court Case No. CIV534888,
12 Deposition 10/12/2017

13 5. I was retained by Counsel for Plaintiff in the matter *Joshua Lopez v. Veolia North*
14 *America*, Contra Costa County Superior Court Case No. C24-00068, to assist in evaluating the
15 alleged wage and hour claims based upon putative class member data in preparation for a
16 mediation that occurred in February 2025.

17 ***Sample Size and Extrapolation***

18 6. Based on information from Counsel for Plaintiff and the data provided to me, I
19 understand that a random sample was taken from a putative class of approximately 305
20 individuals. This approximately 26.2% sample containing around 80 individuals is typical in my
21 experience considering the size of the total population.

22 7. The margin of error of this sample based on a 95% confidence level is
23 approximately 9.4%. While this margin of error is slightly larger than the typical 5% sought after
24 in sampling, there is no predetermined sample size or margin of error that unequivocally
25 determines validity. As stated by professor and statistician David Freedman regarding sample
26 size: "There is no definitive statistical answer to this familiar question. Bigger samples have less
27 sampling error. On the other hand, smaller samples may be easier to manage, and have less non-
28

1 sampling error. Bigger samples are more expensive than smaller ones: generally, resource
2 constraints will determine the sample size.”¹ In addition, the margin of error of this sample based
3 on a 90% confidence level is approximately 7.9%, slightly larger than the typical 5% sought
4 after.

5 8. I may be asked to develop additional analyses, observations, and queries in
6 connection with any data Counsel for Plaintiff provide after the date this declaration is signed. At
7 that time, if appropriate, I will prepare a supplement to this declaration.

8 I declare under penalty of perjury under the laws of the State of California that the
9 foregoing is true and correct this 20th day of October 2025 at Los Angeles, California.

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11 _____
12 Jarrett Gorlick
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26 ¹ D.A. Freedman. “Sampling” In the *Encyclopedia of Social Science Research Methods*. Sage
27 Publications (2004) Vol. 3 pp. 986-990, M. Lewis-Beck, A. Bryman, and T.F. Liao, eds.

EXHIBIT 1



Professional Experience

Berger Consulting Group

2016-PRESENT

Partner

- Create quantitative models and conduct quantitative analyses to assist attorneys prepare for various stages of litigation on more than 3,000 wage and hour lawsuits since 2016
- Analyze data from various industries including retail, healthcare, logistics, finance, hospitality, technology, and manufacturing for both single plaintiff cases and classes with more than 40,000 employees
- Perform data conversion using multiple commercial Optical Character Recognition (OCR) software to transform small to large volumes of documents and image files into Excel or other data formats like Microsoft Access databases
- Recognize patterns within data and automate calculations in order to objectively extract results from datasets
- Produce detailed reports, write case analysis summaries explaining results, and provide expert testimony of my findings

LPL Financial

2013-2017

Operations Manager

- Analyzed revenue data and created models to segment client base by revenue, Asset Under Management (AUM), and growth potential, facilitating annual AUM growth
- Developed the processes of repeatable, systematic investment research, securities trading, cash and client account management
- Implemented robust financial software, advancing data analysis and enhancing client recommendations via comprehensive financial plans

UCSB Extension

2016-2018

Instructor of Investment Analysis and Strategic Business Development

- Designed course curricula and materials to facilitate business development and corporate finance education commensurate with the University of California
- Utilized group projects, exams, and both academic and professional experience-based learning to ensure students with varying levels of professional and academic experience attained valuable skills and knowledge

Professional Credentials

- CERTIFIED FINANCIAL PLANNER™

Education

UCSB

2013

Bachelor of Arts (Honors Program; Double Major; Cumulative GPA: 3.83)

- Economics (Major GPA: 3.95), Psychology (Major GPA: 3.69)
- Honors: Outstanding Scholastic Achievement in Economics for highest GPA in department, High Honors in College of Letters and Sciences, Dean's Honors List (8 quarters), United States Bowling Congress Scholarship

Additional

- Computer Skills: Excel/VBA/Pivot, Python/R, STATA/SPSS, SQL, Access, Omnipage PDF Converter, ABBYY FineReader, Adobe Acrobat Pro
- Volunteer Work: Support Partners In Education, Santa Barbara Community Environmental Council, Casa Esperanza homeless shelter, UCSB Alumni Association, various UCSB Research Colloquia

Testimony

Berger Consulting Group

1. Rodriguez v Dynamic Auto Images, Orange County Superior Court Case No. 30-2019-01092692-CU-OE-CXC, Deposition 9/26/2022
2. Cruz v Talent Scale, Riverside County Superior Court Case No. RIC1821842, Deposition 5/26/2022
3. Liggins v GMRI, Los Angeles County Superior Court Case No. BC717321, Deposition 3/31/2022
4. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 1/6/2022
5. Cruz v Dignity Health, Sacramento County Superior Court Case No. 34-2018-00245506, Deposition 11/23/2021
6. Larson v Mark Twain Medical Center, Calaveras County Superior Court Case No. 19CV44062, Deposition 11/18/2021
7. Powell v St Joseph's Medical Center, San Joaquin County Superior Court Case No. STK-CV-UOE-2019-00111555, Deposition 11/4/2021
8. Johnson v Bakersfield Memorial Hospital, Kern County Superior Court Case No. BCV-19-102016, Deposition 10/25/2021
9. Dawson v GoHealth, San Francisco County Superior Court Case No. CGC-19-577790, Deposition 10/21/2021
10. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 10/5/2021
11. Ortega v Carson Wild Wings, Los Angeles County Superior Court Case No. BC677389, Deposition 9/9/2021
12. Haaverson v Tavistock Freebirds, Alameda County Superior Court Case No. RG19030716, Trial 8/19/2021
13. Escamilla v Ono Hawaiian BBQ, Los Angeles County Superior Court Case No. BC651992, Deposition 8/16/2021
14. Nash v Horizon Freight Systems, United States Northern District of California Case No. 3:19-cv-01883-VC, Deposition 8/11/2021
15. Harris v Villa Del Rio, Los Angeles County Superior Court Case No. 19STCV28198, Deposition 6/18/2021
16. Morgan v Rohr, United States Southern District of California Case No. 3:20-CV-00574-GPC-AHG, Deposition 5/24/2021
17. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Trial 5/17/2021
18. Anderson v Safe Streets, United States Eastern District of California Case No. 2:18-CV-00323-KJM-GGH, Deposition 5/13/2021
19. Christensen v Carter's Retail, United States Central District of California Case No. 8:20-cv-00776 JLS (KESx), Deposition 4/15/2021
20. Fortson v Care Options Management Plans and Support Services, Alameda County Superior Court Case No. RG16818319, Deposition 3/26/2021
21. Torrez v Del Taco, Alameda County Superior Court Judicial Counsel Coordination Proceeding No. 4904, Deposition 3/3/2021
22. McCarty v SMG, United States Northern District of California Case No. 3:17-cv-06232-JD, Deposition 2/4/2021
23. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Arbitration 12/4/2020
24. Chaney v Select Education Group, Stanislaus County Superior Court Case No. CV-19-002224, Deposition 11/24/2020
25. Zarate v La Pizza Loca, Los Angeles County Superior Court Case No. BC642655, Deposition 10/2/2020
26. Southern California Pizza Wage and Hour Cases, Orange County Superior Court Judicial Counsel Coordination Proceeding No. 4725, Deposition 9/17/2020
27. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Arbitration 9/8/2020
28. Hernandez v Terminix International, AAA Case No. 01-18-0000-4288, Deposition 8/12/2020
29. Martinez v AA Meat Products, Los Angeles County Superior Court Case No. BC650944, Deposition 6/25/2020
30. Shi v J Filippi Vintage Company, San Bernardino County Superior Court Case No. CIVDS1806156, Trial 3/9/2020
31. Rosales v Staples Contract and Commercial, Los Angeles County Superior Court Judicial Counsel Coordination Proceeding No. 4854, Deposition 2/4/2020
32. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Arbitration, 11/19/2019
33. Anderson v Safe Streets, AAA Case No. 01-18-0004-3136, Deposition 10/30/2019

34. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Trial 10/1/2019
35. Kelly v High Desert Support Services, San Bernardino County Superior Court Case No. CIVDS1616463, Deposition 9/9/2019
36. Reed & Moore v Aramark Uniform Services, Alameda County Superior Court Case No. RG16832314, Deposition 8/9/2019
37. Gamboa v Nelson Miller, Los Angeles County Superior Court Case No. BC658201, Deposition 4/2/2019
38. Leyva v SCPMG, Los Angeles County Superior Court Case No. BC621718, Deposition 7/26/2018
39. Emard v Twin Cities Community Hospital, AAA Case No. 01-17-0000-1313, Arbitration 7/19/2018
40. McConville v Renzenberger, United States Central District of California Case No. 17-cv-02972-FMO-JC, Deposition 2/1/2018
41. Galeano v Royal Laundry, San Mateo County Superior Court Case No. CIV534888, Deposition 10/12/2017