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on behalf of himself and all others similarly situated

Electronically Filed by
Superior Court of California,
Contra Costa County
9/18/2026
By: K. Jinkerson, Deputy

**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.

CLASS ACTION

Case No. C24-00068

Assigned for All Purposes To:

Hon. Benjamin T Reyes II

Dept.: 16

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL APPROVAL
OF CLASS ACTION AND PAGA
SETTLEMENT AND REQUEST FOR
ATTORNEYS' FEES, COSTS, AND CLASS
REPRESENTATIVE ENHANCEMENT
AWARD**

Date: September 16, 2026

Time: 9:00 a.m.

Dept.: 16

Class Complaint filed: January 9, 2024

First Amended Complaint: March 14, 2024

Second Amended Complaint: July 16, 2025

Trial Date: Not set

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

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to the
4 Declaration of Marta Manus in Support of Plaintiff’s Motion for Preliminary Approval of Class
5 Action and Representative Settlement (“Motion”), filed with this Court on November 18, 2025.

6 On September 16, 2026, this Court conducted a Final Settlement Fairness Hearing under
7 Rule 3.769 of the California Rules of Court and this Court’s May 6, 2026, Order Granting
8 Plaintiffs’ Motion for Preliminary Approval of Class and Representative Settlement (the
9 “Preliminary Approval Order”). The Parties were represented by their respective counsel of
10 record at the Final Settlement Fairness Hearing. The Court adopted the Tentative Ruling,
11 attached hereto as **Exhibit 1**.

12 Due and adequate notice having been given to the Class as required in said Preliminary
13 Approval Order, and the Court having considered all papers filed and proceedings had herein and
14 otherwise been fully informed in the matter, and good cause appearing therefor, hereby orders:

15 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
16 and incorporated herein by reference, this Court finds that the applicable requirements of the
17 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
18 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
19 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
20 Approval Order.

21 2. This Order Granting Final Approval of Class Action and Representative
22 Settlement hereby adopts and incorporates by reference the terms and conditions of the Parties’
23 Settlement Agreement, together with the definitions of terms used and contained therein.

24 3. The Court finds that it has jurisdiction over the subject matter of the Class Action
25 and over all Parties to the Class Action, including all members of the Settlement Class.

26 4. Class Members means “all non-exempt, hourly employees who worked for
27 Defendants in California at the Settling Locations (defined as the seventeen (17) municipal water
28 sites located in Arvin, CA, Burlingame, CA, Ontario, CA (2), Discovery Bay, CA, East Palo

1 Alto, CA, Fillmore, CA, Hollister, CA, Lathrop, CA, Palm Springs, CA, Richmond, CA, Rio
2 Vista, CA, Santa Paula, CA, Banning, CA, Burbank, CA, Jurupa Valley, CA, and El Segundo,
3 CA) during the Class Period (defined as January 9, 2020, through April 30, 2025.)”

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

7 6. The Class Notice given to the Class Members fully and accurately informed the
8 Class Members of all material elements of the proposed Settlement and of their opportunity to
9 object to or comment thereon and was the best notice practicable under the circumstances; was
10 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
11 State of California, the United States Constitution, due process, and other applicable law. The
12 Class Notice fairly and adequately described the Settlement and provided Class Members
13 adequate instructions and a variety of means to obtain additional information; provided Class
14 Members with a full opportunity and the means to seek exclusion; and described to Class
15 Members the consequences of remaining in the Settlement as opposed to seeking exclusion. A
16 full opportunity has been afforded to the Class Members to participate in the Final Approval
17 Hearing, and all Class Members and other persons wishing to be heard have been heard.
18 Accordingly, the Court determines that all Class Members are bound by this Order and
19 Judgment.

20 7. There are zero (0) objections and one (1) request for exclusion to the class portion
21 of the Settlement. The following individual who submitted a valid and timely request for
22 exclusion is hereby excluded from the class portion of the Settlement: Thomas Garcia.

23 8. The Court has considered all relevant factors for determining the fairness of the
24 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
25 particular, the Court finds that the Settlement was reached following meaningful discovery and
26 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
27 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
28 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has

considered all evidence presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation and appeal; the amount offered in Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the Settlement Agreement and expressly finds that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the entire Settlement Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

9. The Court hereby approves the Gross Settlement Amount of \$1,305,000.00.

10. The Court hereby approves the Net Settlement Amount of \$760,394.09.

11. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$435,000.00 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

12. The Court hereby approves reimbursement of litigation costs of \$16,105.91 to Class Counsel.

13. The Court hereby approves the payment of costs to the Administrator, Apex Class Action administrators, in the amount of \$8,500.00.

14. The Court hereby approves Class Representative Enhancement Award in the amount of \$10,000.00 to Plaintiff Joshua J. Lopez in consideration and exchange for his contribution to the Class. The Court finds this amount request is fair and reasonable.

15. The Court hereby approves the allocation of \$75,000.00 to the settlement of the PAGA claims, of which \$56,250.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$18,750.00 shall be payable to the Aggrieved Employees.

16. No other costs or fees relief shall be awarded, either against Defendants or any other of the Released Parties, as defined in the Settlement Agreement.

17. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

1 18. Participating Class Members shall have up to 180 days from the date of mailing to
2 negotiate their settlement distribution check.

3 19. If (i) any of the Participating Class Members are current employees of the
4 Defendants, (ii) the settlement distribution checks mailed to those Participating Class Members
5 is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
6 locate a valid mailing address, the Administrator shall arrange with the Defendants to have those
7 settlement distribution checks delivered to the Participating Class Members at their place of
8 employment.

9 20. Upon entry of Judgment by the Court in accordance with the Settlement
10 Agreement:

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

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

23 21. The Court further confirms and finds that nothing contained in the Settlement
24 Agreement, the Preliminary Approval Order, this Final Approval Order and Judgment, or any
25 other Order entered in this action shall in any way or manner constitute an admission that any of
26 the allegations against Defendants and all of Defendants' former and present officers, directors,
27 subsidiaries, affiliates, shareholders, members, agents, attorneys, insurers, predecessors,
28 successors, owners, and assigns to any of the claims and causes of action asserted by the Class

Members or Aggrieved Employees, or any member or employee thereof, and shall not be offered in evidence in any action or proceeding against Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

22. Neither Defendants nor any related persons or entities shall have any further liability for costs, expenses, interest, attorney's fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

23. By operation of the entry of this Order, as of the Effective Date, the parties are ordered to perform their respective duties and obligations under the Settlement Agreement.

24. The date for the Compliance Hearing is set for July 7, 2027, at 9:00 a.m. Plaintiff shall file a declaration of the Administrator re: the final distribution of funds no later than ten (10) court days before the Compliance Hearing.

25. The Administrator is ordered to withhold 5% of the attorney's fees pending satisfactory compliance as found by the Court at or before the Compliance Hearing.

JUDGMENT

In accordance with, and for the reasons stated in the Final Approval Order, judgment shall be entered whereby Plaintiff Joshua J. Lopez, and all Participating Class Members shall take nothing from Defendants, except as expressly set forth in the Settlement Agreement.

Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff Joshua J. Lopez, Class Members, and Defendants, for the purposes of:

- (a) supervising the implementation, enforcement, construction, and interpretation of the Settlement Agreement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and the Judgment; and
- (b) supervising distribution of amounts paid under this Settlement.

1 **IT IS SO ORDERED.**

2 Dated: 9/18/2026



Hon. Benjamin T. Reyes II

Honorable Benjamin T. Reyes II
Judge of the Superior Court

EXHIBIT 1

SUPERIOR COURT OF CALIFORNIA, CONTRA COSTA COUNTY
MARTINEZ, CA
DEPARTMENT 16
JUDICIAL OFFICER: BENJAMIN T REYES II
HEARING DATE: 09/16/2026

**INSTRUCTIONS FOR CONTESTING TENTATIVE RULINGS
IN DEPARTMENT 16**

The tentative ruling will become the ruling of the Court unless by 4:00 P.M. of the Court day preceding the hearing, notice is given of an intent to argue the matter. Counsel or self-represented parties must email Department 16 (Dept16@contracosta.courts.ca.gov) to request argument and **must specify, in detail, what provision(s) of the tentative ruling they intend to argue and why**. Counsel or self-represented parties requesting argument must advise all other counsel and self-represented parties by no later than 4:00 P.M. of their decision to argue, and of the issues to be argued. Failure to timely advise the Court and counsel or self-represented parties will preclude any party from arguing the matter. (Pursuant to Local Rule 3.43(2).)

The prevailing party must prepare and e-file a proposed order after hearing in accordance with CRC 3.1312. The order must include appearances. If the tentative ruling becomes the Court's ruling, a copy of the Court's tentative ruling **must be attached to the proposed order** when submitted to the Court for issuance of the order.

ALL APPEARANCES TO ARGUE WILL BE IN PERSON OR BY ZOOM, PROVIDED THAT PROPER
NOTIFICATION IS RECEIVED BY THE DEPARTMENT AS PER ABOVE.

Zoom link-

<https://www.zoomgov.com/j/1619504895?pwd=N0V1N3JFRnJ0TEVoSDNrTGRzakF3UT09>

ID: 161 950 4895

Password: 812674

Courtroom Clerk's Session

1. 9:00 AM CASE NUMBER: C24-02813
CASE NAME: ANITA HERNANDEZ VS. GOLDEN GATE BELL LLC
***FURTHER CASE MANAGEMENT CONFERENCE**

FILED BY:

TENTATIVE RULING:

This Case Management Conference ("CMC") trails Lines 14 and 15. Parties are ordered to appear for the CMC, unless the tentative rulings are uncontested.

2. 9:00 AM CASE NUMBER: C24-03464
CASE NAME: ANITA HERNANDEZ VS. GOLDEN GATE BELL LLC
***FURTHER CASE MANAGEMENT CONFERENCE**

FILED BY:

TENTATIVE RULING:

This Case Management Conference ("CMC") trails Lines 14 and 15. Parties are ordered to appear for the CMC, unless the tentative rulings are uncontested.

Department 16 no later than one (1) year from the date of entry of this order. Counsel shall contact the Departmental Clerk to request a hearing date.

11. The Court will consider at the Final Approval Hearing: (a) whether to grant final approval of the Settlement; (b) any objections thereto; (c) the application for attorneys' fees and costs; and (d) the applications for service payments to the Named Plaintiffs.

12. The Settlement Administrator is authorized to administer the Settlement in accordance with the terms of the Settlement Agreement, including: (a) processing and verifying claims; (b) calculating pro rata distributions; (c) maintaining the Qualified Settlement Fund; and (d) distributing funds to eligible Settlement Class Members.

13. The Settlement Administrator shall file with the Court and serve on Class Counsel and Defendants' Counsel periodic reports regarding the claims process, including the number of claims received, approved, and denied.

14. Settlement Class Members who wish to exclude themselves from the Settlement must submit a written request for exclusion postmarked no later than 45 days from the date of mailing of the notice, or such other date as the Court may establish.

15. Settlement Class Members who wish to object to the Settlement must file their objections with the Court and serve them on Class Counsel and Defendants' Counsel no later than 30 days prior to the Final Approval Hearing, or such other date as the Court may establish.

16. If the Settlement is not finally approved, or if the Court's approval is reversed or vacated on appeal, this Order shall be vacated, the Settlement shall be null and void, and the parties shall resume litigation as if no settlement had been reached. The conditional class certification granted herein shall not be binding in any subsequent litigation.

17. Counsel are directed to prepare an order reflecting this ruling, the other findings in the previously submitted proposed order, attaching a copy of this ruling. Where there is a conflict in the provisions of the proposed order and this ruling, the terms of this ruling prevail.

18. No appearance is required at the hearing on September 16, 2026.

11. 9:00 AM CASE NUMBER: C24-00068

CASE NAME: JOSHUA LOPEZ VS. VEOLIA NORTH AMERICA, LLC., A DELAWARE LIMITED LIABILITY COMPANY

***HEARING ON MOTION IN RE: FINAL APPROVAL HEARING (SET BY THE COURTROOM)**

FILED BY:

TENTATIVE RULING:

Summary

Plaintiff Joshua Lopez, on behalf of himself and those similarly situated ("Plaintiff") Motion for Final Approval of the Class Action and PAGA Settlement against Defendant Veolia North America LLC ("Defendant") is approved pursuant to the ruling herein.

Background

This wage and hour class action and Private Attorneys General Act ("PAGA") representative action was commenced by Plaintiff Joshua J. Lopez on January 9, 2024, against Defendants Veolia North America, LLC and related entities (collectively "Veolia"). The operative complaint alleged twelve causes of action, including failure to pay minimum wages and overtime, meal and rest period violations, inaccurate wage statements, failure to provide records, and unfair business practices under Business and Professions Code section 17200. Plaintiff also filed a PAGA notice with the Labor and Workforce Development Agency ("LWDA") on January 9, 2024.

The Class Period covers January 9, 2020, through April 30, 2025, and encompasses all non-exempt, hourly employees who worked at seventeen specified municipal water sites across California. The PAGA Period covers January 9, 2023, through April 30, 2025. Prior to mediation, the parties engaged in informal discovery, including production of a class list and a 25% sampling of timekeeping and payroll records. Plaintiff retained Berger Consulting Group to prepare damage calculations and exposure analyses.

On February 19, 2025, the parties participated in a full-day mediation with Lonnie Giamela, Esq., resulting in a settlement reached through the mediator's proposal. The Gross Settlement Amount is \$1,305,000.00, allocated as follows:

- \$435,000.00 (33.3%) in attorneys' fees to Class Counsel;
- \$16,105.91 in litigation costs;
- \$8,500.00 in administration costs to Apex Class Action Administrators;
- \$10,000.00 service award to Plaintiff Lopez; and
- \$75,000.00 in PAGA penalties (with \$56,250.00 payable to LWDA and \$18,750.00 to Aggrieved Employees). The Net Settlement Amount of approximately \$760,394.09 will be distributed to Participating Class Members on a claims-made basis without reversion to Defendants.

The settlement provides for automatic *pro rata* distributions to the 225 Aggrieved Employees for the PAGA portion, with individual PAGA payments estimated between \$2.44 and \$148.83 (average \$87.29). Class Members cannot opt out of the PAGA settlement. For the class portion, individual payments are estimated between \$25.93 and \$7,180.28 (average \$2,706.99), allocated 20% to wages (W-2) and 80% to settlement interest and penalties (1099). The settlement is an opt-out class with no claim form requirement.

On May 6, 2026, the Court granted preliminary approval, appointed Plaintiff as Class Representative and D.Law as Class Counsel, approved Apex as Administrator, and established notice procedures. On July 10, 2026, Apex mailed class notices to 307 Class Members via first-class mail after NCOA processing. The response deadline was September 8, 2026, extended to September 22, 2026 for remailed notices. To date, there has been only one request for exclusion (Thomas Garcia) and zero objections. Class Counsel has worked approximately 118.6 attorney hours with a lodestar of \$156,989.00 (or \$166,709.90 including litigation support), yielding a multiplier of 2.6-2.8 on the requested \$435,000.00 fee award. The settlement releases all claims alleged in the operative complaint, and the parties have submitted the required PAGA notification to LWDA under Labor Code section 2699(l)(2).

Analysis

The primary determination to be made is whether the proposed settlement is “fair, reasonable, and adequate,” under *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801, including “the strength of plaintiffs’ case, the risk, expense, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction ... to the proposed settlement.” (See also *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521)

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

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

The settlement contains release language covering all claims and causes of action, alleged or which could have reasonably been alleged based on the allegations in the operative pleading, including a number of specified claims. Under recent appellate authority, the limitation to those claims with the “same factual predicate” as those alleged in the complaint is critical. (*Amaro v. Anaheim Arena Mgmt., LLC* (2021) 69 Cal.App.5th 521, 537 (“A court cannot release claims that are outside the scope of the allegations of the complaint.”) “Put another way, a release of claims that goes beyond the scope of the allegations in the operative complaint’ is impermissible.” (*Id.*, quoting *Marshall v. Northrop Grumman Corp.* (C.D. Cal.2020) 469 F.Supp.3d 942, 949.)

Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees \$435,000.00 relying on the “common fund” theory. Even a proper common fund-based fee award, however, should be reviewed through a lodestar cross-check. In *Lafitte v. Robert Half International* (2016) 1 Cal.5th 480, 503, the Supreme Court endorsed the use of a lodestar cross-check as a way to determine whether the percentage allocated is reasonable. It stated: “If the multiplier calculated by means of a lodestar cross-check is extraordinarily high or low, the trial court should consider whether the percentage used should be adjusted so as to bring the imputed multiplier within a justifiable range, but the court is not necessarily required to make such an adjustment.” (*Id.*, at 505.)

Litigation costs of \$16,105.91 are reasonable and are approved. Settlement administration costs of

\$8,500.00 are reasonable and are approved. The requested representative payment of \$10,000 for Plaintiff is reviewed now, under the criteria for evaluation of representative payment requests discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

The Court having considered Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement and Request for Attorneys' Fees, Costs, and Class Representative's Enhancement Award; the Memorandum of Points and Authorities; the Declaration of Marta Manus and exhibits thereto; the Declaration of Elizabeth Botero Bravo for Apex Class Action Administrators; the Declaration of Class Representative Joshua J. Lopez; all papers on file; and the proceedings had at the Final Approval Hearing on September 16, 2026; and good cause appearing therefor, the Court finds and orders as follows:

CONCLUSION

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to Article VI of the California Constitution, Code of Civil Procedure section 382, and the California Rules of Court.
2. Venue is proper in Contra Costa County.

II. CLASS CERTIFICATION

1. The Court makes final its prior conditional certification of the following Class pursuant to Code of Civil Procedure section 382 and California Rule of Court 3.769: **Class Definition:** All non-exempt, hourly employees who worked for Defendants in California at the Settling Locations (the seventeen municipal water sites located in Arvin, Burlingame, Ontario (2), Discovery Bay, East Palo Alto, Fillmore, Hollister, Lathrop, Palm Springs, Richmond, Rio Vista, Santa Paula, Banning, Burbank, Jurupa Valley, and El Segundo) during the Class Period (January 9, 2020, through April 30, 2025).
2. The Court certifies the following Aggrieved Employee group for PAGA purposes pursuant to Labor Code section 2699: **"Aggrieved Employees:** All non-exempt, hourly employees who worked for Defendants in California at the Settling Locations during the PAGA Period (January 9, 2023, through April 30, 2025)".
3. The Court finds that the Class and Aggrieved Employee group satisfy the requirements of Code of Civil Procedure section 382 and Labor Code section 2699: (a) the Class is sufficiently numerous (307 members); (b) common questions of law and fact predominate; (c) the claims of the Class Representative are typical; and (d) the Class Representative and Class Counsel will adequately represent the interests of the Class and Aggrieved Employees.

III. NOTICE AND OPT-OUT PROCEDURE

1. The Court finds that the notice program approved at the preliminary approval stage was fully implemented. Apex Class Action Administrators mailed Class Notices via first-class U.S. Mail on July 10, 2026, to 307 Class Members at their last known addresses after NCOA processing.
2. The Court finds that the Class Notice: (a) fairly and adequately described the Settlement; (b) informed Class Members of their right to opt out, object, or dispute workweeks; (c) provided

applicable deadlines; (d) advised of the Final Approval Hearing date; and (e) complied with due process and California Rule of Court 3.769.

3. The Court notes that only one Class Member (Thomas Garcia) submitted a timely request for exclusion, and zero objections were received. This represents a 99.7% participation rate.

IV. FINAL APPROVAL OF SETTLEMENT

1. The Court **grants** final approval to the Class Action and PAGA Settlement Agreement and Addendum (the "Settlement Agreement"), attached as Exhibit 1 to the Manus Declaration, finding it fair, reasonable, and adequate under Code of Civil Procedure section 382 and California Rule of Court 3.769.
2. The Court finds that the Settlement was reached through arm's-length negotiations with the assistance of an experienced mediator, Lonnie Giamela, Esq., after meaningful discovery including a 25% sample of timekeeping and payroll records and expert damage calculations.
3. The Court finds that the \$1,305,000.00 Gross Settlement Amount, with \$760,394.09 Net Settlement Amount to be distributed to Participating Class Members, represents a fair compromise considering: (a) the risks of continued litigation; (b) Defendants' affirmative defenses; (c) the uncertainty of class certification; (d) the complexity of wage and hour claims; and (e) the substantial benefits to be provided to Class Members without the need for individual claims forms or reversion of unclaimed funds to Defendants.
4. The Court finds that the Settlement is in the best interests of the Class and Aggrieved Employees and approves the release of all claims alleged in the Operative Complaint.

V. ATTORNEYS' FEES AND COSTS

1. The Court awards Class Counsel attorneys' fees in the amount of \$435,000.00, representing 33.3% of the Gross Settlement Amount. The Court finds this percentage fair and reasonable under the common fund doctrine, as established in *Laffitte v. Robert Half International Inc.* (2016) 1 Cal.5th 480 and *Serrano v. Priest* (1977) 20 Cal.3d 25.
2. The Court finds that the lodestar cross-check supports this award: Class Counsel worked 118.6 attorney hours with a lodestar of \$156,989.00 (or \$166,709.90 including litigation support), yielding a multiplier of 2.6-2.8, which falls within the accepted range of 1.0 to 4.0 for common fund cases.
3. The Court finds that Class Counsel's hourly rates (\$1,687 for Alvin B. Lindsay, \$1,350 for Enoch J. Kim, \$1,227 for Marta Manus, \$1,325 for Rose Sorial, and \$1,019 for Tania Fonseca) are reasonable and commensurate with prevailing rates for attorneys of comparable experience in complex wage and hour litigation.
4. The Court awards Class Counsel litigation costs in the amount of \$16,105.91, which is below the \$30,000.00 cap specified in the Settlement Agreement and represents reasonable expenses for mediator fees, expert fees, and filing costs.

VI. ADMINISTRATION COSTS AND SERVICE AWARD

1. The Court approves administration costs of \$8,500.00 to Apex Class Action Administrators for settlement administration services.
2. The Court approves a Class Representative service award of \$10,000.00 to Plaintiff Joshua J.

Lopez, finding it fair and reasonable compensation for his time (approximately 65 hours), risk, and contribution to the litigation, consistent with *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785.

VII. PAGA SETTLEMENT APPROVAL

1. The Court grants final approval to the PAGA portion of the Settlement pursuant to Labor Code section 2699(l)(2), finding it fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor law violations and deter future violations, consistent with *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56 and *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521.
2. The Court approves the allocation of \$75,000.00 in PAGA penalties, with \$56,250.00 (75%) payable to the LWDA and \$18,750.00 (25%) payable to the 225 Aggrieved Employees on a pro rata basis.

VIII. DISTRIBUTION AND IMPLEMENTATION

1. The Settlement Administrator is directed to distribute funds to Participating Class Members within 30 days of this Order, with checks valid for 180 days. For current employees whose checks are returned undeliverable, the Administrator shall arrange delivery through Defendants' payroll.
2. Any uncashed checks shall be handled in accordance with the Settlement Agreement. Unclaimed funds shall not revert to Defendants.

IX. JUDGMENT AND RELEASE

1. Judgment is entered in accordance with this Order. Upon entry of this Order, all Participating Class Members and Aggrieved Employees are bound by the releases set forth in the Settlement Agreement.
2. The Court retains jurisdiction over this action for purposes of enforcing the Settlement Agreement, supervising distribution, and resolving any disputes arising from the implementation of this Order.

X. MISCELLANEOUS

1. Class Counsel are directed to prepare an order reflecting this tentative ruling and the other findings in the previously submitted proposed order, attaching a copy of this ruling.
2. Plaintiffs' counsel is ordered to schedule a compliance hearing with the clerk of the court no later than one year from the date of entry of this order, and is ordered to submit a compliance statement preferably in the form of a declaration of distributions by the Administrator at least ten (10) court days before the compliance hearing date.
3. The Administrator is ordered to withhold 5% of the attorney's fees pending satisfactory compliance as found by the Court at or before the compliance hearing.