Filed
May 8, 2026
Clerk of the Court
Superior Court of CA
County of Santa Clara
24CV431249
By: fbryant

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SANTA CLARA

JANE A. BARRETT, an individual, on behalf of herself and others similarly situated, Plaintiff, v. CALIFORNIA WATER SERVICE GROUP, a Delaware corporation; and DOES 1 through 50, inclusive, Defendants.	Case No. 24CV431249 **ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

This is a putative class and Private Attorneys General Act ("PAGA") action. Plaintiff Jane Barrett alleges that defendant California Water Service Group ("Defendant" or "Cal Water") committed various wage and hour violations.

Before the Court is Plaintiff's motion for final approval of settlement, which is unopposed. As discussed below, the Court GRANTS Plaintiff's motion.

I. BACKGROUND

According to the allegations of the operative second amended complaint ("SAC"), Plaintiff alleges Defendant failed to: compensate for all hours worked; failed to pay overtime wages; maintain complete and accurate payroll records; pay minimum wages; provide compliant meal periods or compensation in lieu thereof; and provide rest periods or compensation in lieu thereof. (SAC, ¶¶ 9-43.)

Based on the foregoing, on February 21, 2024, Plaintiff initiated this action with the filing of the Complaint, which asserted the following causes of action: (1) failure to pay minimum wages; (2) failure to pay wages and overtime under Labor Code § 510; (3) meal period liability Labor Code § 226.7; (4) rest-break liability Labor Code § 226.7; (5) violation of Labor Code § 226; (6) violation of Labor Code § 221; (7) violation of Labor Code § 204; (8) violation of Labor Code § 203; (9) failure to reimburse necessary business expenses under Labor Code § 2802; and (10) violation of Business & Professions §§ 17200 *et seq.* On April 26, 2024, Plaintiff filed the first amended complaint, and on August 6, 2024, she filed the operative SAC, which asserts the following causes of action: (1) Failure to Pay Minimum Wages (Lab. Code §§ 1194, 1197); (2) Failure to Pay Wages and Overtime (Lab. Code §§ 510, 1194, 1197, 1197.1, and 1198); (3) Meal Period Violations (Lab. Code §§ 512 and 226.7); (4) Rest Break Violations (Lab. Code § 226.7); (5) Non-Complaint Wage Statements (Lab. Code § 226); (6) Unlawful Collection of Wages (Lab. Code § 221); (7) Failure to Timely Pay Wages During Employment (Lab. Code § 204); (8) Failure to Pay All Wages Timely Upon Separation of Employment (Lab. Code §§ 201-203); (9) Failure to Reimburse Necessary Business Expenses (Lab. Code §§ 2800 and 2802); (10) Unfair Business Practices (Bus. & Prof. Code § 17200, et seq.); and (11) Penalties under PAGA (Lab. Code § 2698, et seq.). On October 17, 2025, the Court (Hon. Adams) issued its order which granted Plaintiff's motion for preliminary approval of the class action and PAGA settlement (the "Settlement").

Plaintiff now seeks an order finally: certifying the Class for settlement purposes; approving the Settlement; confirming Plaintiff as the Class representative; confirming the appointment of D.Law, Inc. as Class Counsel; approving attorneys' fees and litigation costs; approving the enhancement payment to Plaintiff; approving settlement administration costs; and approving the PAGA settlement amount.

II. LEGAL STANDARDS FOR SETTLEMENT APPROVAL

A. Class Action

Generally, "questions whether a [class action] settlement was fair and reasonable, whether notice to the class was adequate, whether certification of the class was proper, and whether the attorney fee award was proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 234–235 (*Wershba*), disapproved of on other grounds by *Hernandez v. Restoration Hardware, Inc.* (2018) 4 Cal.5th 260.)

> In determining whether a class settlement is fair, adequate and reasonable, the trial court should consider relevant factors, such as 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 stage of the proceedings, the experience and views of counsel, the presence of a governmental participant, and the reaction of the class members to the proposed settlement.

(*Wershba, supra*, 91 Cal.App.4th at pp. 244–245, internal citations and quotations omitted.)

In general, the most important factor is the strength of the plaintiffs' case on the merits, balanced against the amount offered in settlement. (See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130 (*Kullar*).) But the trial court is free to engage in a balancing and weighing of relevant factors, depending on the circumstances of each case. (*Wershba, supra*, 91 Cal.App.4th at p. 245.) The trial court must examine the "proposed settlement agreement to the extent necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all concerned." (*Ibid.*, citation and internal quotation marks omitted.) The trial court also must independently confirm that "the consideration being received for the release of the class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation." (*Kullar, supra*, 168 Cal.App.4th at p. 129.) Of course, before performing its analysis the trial court must be "provided with basic information about the nature and magnitude of the claims in question and the basis for concluding that the consideration being paid for the release of those claims represents a reasonable compromise." (*Id.* at pp. 130, 133.)

B. PAGA

Labor Code section 2699, subdivision (l)(2) provides that "[t]he superior court shall review and approve any settlement of any civil action filed pursuant to" PAGA. The court's review "ensur[es] that any negotiated resolution is fair to those affected." (*Williams v. Superior Court* (2017) 3 Cal.5th 531, 549.) Seventy-five percent of any penalties recovered under PAGA go to the Labor and Workforce Development Agency (LWDA), leaving the remaining twenty-five percent for the aggrieved employees. (*Iskanian v. CLS Transportation Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River Cruises, Inc. v. Moriana* (2022) 596 U.S. 639 , 2022 U.S. LEXIS 2940.)

Similar to its review of class action settlements, the Court must "determine independently whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson v. U.S. Aviation Servs. Corp.* (N.D. Cal. 2019) 383 F. Supp. 3d 959, 971 ["when a PAGA claim is settled, the relief provided for under the PAGA [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the public …."], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal. 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

The settlement must be reasonable in light of the potential verdict value. (See *O'Connor, supra,* 201 F.Supp.3d at p. 1135 [rejecting settlement of less than one percent of the potential verdict].) But a permissible settlement may be substantially discounted, given that courts often exercise their discretion to award PAGA penalties below the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D. Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, at *8–9.)

C. Settlement Class

Plaintiff requests certification of the following Class for settlement purposes.

> [A]ll current and former hourly non-exempt Cal Water employees within the State of California who were hired by Cal Water at any time on or after August 9, 2022, hired by Cal Water at any time on or before August 8, 2022, who remained employed by Cal Water on or after December 1, 2022.[1]

Rule 3.769(d) of the California Rules of Court states that "[t]he court may make an order approving or denying certification of a provisional settlement class after [a] preliminary settlement hearing." California Code of Civil Procedure Section 382 authorizes certification of a class "when the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court …."

Section 382 requires the plaintiff to demonstrate by a preponderance of the evidence: (1) an ascertainable class and (2) a well-defined community of interest among the class members. (*Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 326, 332 (*Sav-On Drug Stores*).) "Other relevant considerations include the probability that each class member will come forward ultimately to prove his or her separate claim to a portion of the total recovery and whether the class approach would actually serve to deter and redress alleged wrongdoing." (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.) The plaintiff has the burden of establishing that class treatment will yield "substantial benefits" to both "the litigants and to the court." (*Blue Chip Stamps v. Superior Court* (1976) 18 Cal.3d 381, 385.)

In the settlement context, "the court's evaluation of the certification issues is somewhat different from its consideration of certification issues when the class action has not yet settled." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 93.) As no trial is anticipated in the settlement-only context, the case management issues inherent in the ascertainable class determination need not be confronted, and the court's review is more lenient in this respect. (*Id.* at pp. 93–94.) But considerations designed to protect absentees by blocking unwarranted or overbroad class definitions require heightened scrutiny in the settlement-only class context, since the court will lack the usual opportunity to adjust the class as proceedings unfold. (*Id.* at p. 94.)

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[1] The Settlement Class excludes any individuals hired by Cal Water after May 9, 2025.

At preliminary approval, the Court provisionally certified the above-described Class, and it does not find any reasons to depart from that ruling at this time. Consequently, the Court will certify the Class for settlement purposes as requested.

D. Terms and Administration of Settlement

The non-reversionary gross settlement amount is $793,214.10.[2] Attorneys' fees of up to one-third of the gross settlement amount, which is approximately $264,404.70, litigation costs of up to $40,000, and settlement administration costs of up to $20,000. $20,000 will be allocated to PAGA penalties, 75% of which ($15,000) will be distributed to the Labor Workforce Development Agency ("LWDA") and 25% ($5,000) will be allocated to "Aggrieved Employees" who defined as "all current and former non-exempt Cal Water employees who were employed by Cal Water between February 21, 2023 and May 9, 2025." Plaintiff will seek an enhancement payment of $5,000.

The net settlement amount—estimated to be $457,081.33—will be allocated to members of the Class. For tax purposes, 30% of each Class Member's payment will be allocated to wages and 70% will be allocated to penalties and interest. Funds associated with checks uncashed after 180 days will be transmitted to State Controller's Unclaimed Property Fund.

In exchange for settlement Class Members who do not opt out will release:

> [A]ll claims under state, federal, or local law during the Release Period that were or reasonably could have been alleged based upon the facts pleaded in the Action, including: (a) failure to provide compliant wage statements violations and/or failure to keep requisite payroll records (Labor Code §§ 226 and 1174); (b) failure to pay minimum wages (Labor Code §§ 1194, 1197, and 1197.1); (c) failure to pay overtime wages (Labor Code §§ 510 and 1197); (d) failure to provide compliant meal periods and associated premiums and compliant rest periods and associated premiums (Labor Code §§ 226.7, 512, and IWC Wage Order No. 4); (e) failure to reimburse employees for necessary business expenditures (Labor Code § 2802); (f) [failure] to timely pay wages during

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[2] The escalator clause was triggered in this action, thus the gross settlement amount increased from the $650,000 provided in the preliminary approval motion.

employment (Labor Code § 204); (g) failure to timely pay wages upon termination (Labor Code §§ 201, 202, 203); (h) unlawful collection of wages (Labor Code § 221); and (i) all claims asserted through California Business & Professions Code §§ 17200, *et seq.* arising out of the aforementioned claim during the Release Period.[3]

Aggrieved Employees, who consistent with the statute will not be able to opt out of the PAGA portion of the settlement, will release:

> [A]ll claims under PAGA for penalties during the PAGA Period that were or reasonably could have been alleged based upon the facts pleaded in the Action and the notice of Plaintiff's intent to pursue a representative action pursuant to PAGA, on behalf of herself and the State of California, as well as on behalf of a proposed group of aggrieved employees ("PAGA Notice"), for alleged violations of California Labor Code sections 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512, 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2698, *et seq.* and Industrial Welfare Commission Wage Orders.

The notice period has now been completed. Nathalie Beltran ("Beltran"), a case manager for settlement administrator ILYM Group, Inc. ("ILYM"), submitted a declaration in support of the instant motion. Beltran states that on September 2, 2025, ILYM received the Class list from defense counsel. The escalator clause was triggered and thus, the gross settlement amount increased to $793,214.10. On October 20, 2025, ILYM received the Class notice from Class Counsel. Prior to mailing the Class notices, ILYM conducted a National Change of Address search and on November 18, 2025, it mailed the Class notices. 27 Class notices have been returned as undeliverable. ILYM obtained 14 updated addresses, which were promptly remailed. A total of 13 Class notices remain undeliverable.

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[3] The "Release Period" is from August 8, 2022 through May 9, 2025.

The deadline to respond was January 17, 2026. As of the date of Beltran's declaration, ILYM has received 4 requests for exclusion, 0 objections, and 0 workweek disputes. Consequently, there are 917 participating Class Members—representing a 99.57% participation rate. The average individual payment will be $498.45, with the highest being $708.63, and the lowest being $4.96. The average PAGA payment will be $5.43, with the highest being $6.91, and the lowest being $0.06.

The Settlement allows for $20,000 in administration costs. Here, Plaintiff requests costs to ILYM in the amount of $10,450, which is below the amount allowed in the Settlement. Moreover, the request is supported by Beltran's declaration. Thus, the amount is reasonable and therefore, it is approved.

At the preliminary approval, the Court found that the proposed settlement provides a fair and reasonable compromise to Plaintiff's claims. It finds no reason to depart from these findings now, especially considering that there are no objections. Therefore, the Court finds that the Settlement is fair and reasonable for the purposes of final approval.

E. Attorneys' Fees, Litigation Costs, and Plaintiffs' Service Awards

Class Counsel seeks a fee award of $264,404.70 or one-third of the gross settlement amount, which is not an uncommon contingency fee in a wage and hour class action. Class Counsel provides a lodestar figure of $156,035.50, based on 218 hours of work at billing rates ranging from $475 to $1,260 per hour, resulting in a multiplier of 1.69. This is within the range of multipliers that courts typically approve. (See *Wershba, supra*, 91 Cal.App.4th at p. 255 ["[m]ultipliers can range from 2 to 4 or even higher"]; *Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d 1043, 1051, fn. 6 [stating that multipliers ranging from one to four are typical in common fund cases and citing the court's own survey of large settlements funding a range of 0.6-19.6, with most (20 to 24, or 83%) from 1.0-4.0 and a bare majority (13 of 24, or 54%) in the 1.5-3.0 range"].)

"While the percentage method has been generally approved in common fund cases, courts have sought to ensure the percentage fee is reasonable by refining the choice of a percentage or by checking the percentage result against the lodestar-multiplier calculation."

(*Laffitte v. Robert Half Intern, Inc.* (2016) 1 Cal.5th 480, 495 (*Laffitte*).) Applying the latter approach,

> [T]he percentage-based fee will typically be larger than the lodestar based fee. Assuming that one expects rough parity between the results of the percentage method and the lodestar method, the difference between the two computed fees will be attributable solely to a multiplier that has yet to be applied. Stated another way, the ratio of the percentage-based fee to the lodestar-based fee implies a multiplier, and that implied multiplier can be evaluated for reasonableness. If the implied multiplier is reasonable, then the cross-check confirms the reasonableness of the percentage-based fee; if the implied multiplier is unreasonable, the court should revisit its assumptions.

(*Laffitte, supra,* 1 Cal.5th at p. 496, quoting Walker & Horwich, *The Ethical Imperative of a Lodestar Cross-check: Judicial Misgivings About "Reasonable Percentage" Fees in Common Fund Cases* (2005) 18 Geo. J. Legal Ethics 1453, 1463.) As described by the California Supreme Court, "[i]f the multiplier calculated by means of a lodestar crosscheck 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." (*Laffitte, supra,* 1 Cal.5th at 505.)

Here, the multiplier sought by Class Counsel is within the range typically awarded by California courts and it is supported by the percentage cross-check and Class Counsel's declaration. Thus, the Court finds Class Counsel's requested fee award is reasonable.

Class Counsel also seeks $36,278.07 in litigation costs, which is below the $40,000 allowed for in the Settlement. The request is supported by Class Counsel's declaration. This amount is reasonable and thus, it is approved.

Plaintiff requests a Class Representative Enhancement payment of $5,000.

> The rationale for making enhancement or incentive awards to named plaintiffs is that they should be compensated for the expense or risk they have incurred in conferring a benefit on other members of the class. An incentive award is

> appropriate if it is necessary to induce an individual to participate in the suit. Criteria courts may consider in determining whether to make an incentive award include: 1) the risk to the class representative in commencing suit, both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the litigation and; 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. These "incentive awards" to class representatives must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit.

(*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1394-1395, internal punctuation and citations omitted.) Incentive awards are particularly appropriate where a plaintiff undertakes a significant reputational risk in bringing an action against an employer. (*Covillo v. Specialty's Café* (N.D. Cal. 2014) 2014 U.S.Dist.LEXIS 29837, at *29.)

Plaintiff states she spent approximately 25 hours on this case which includes time spent investigating her claims; communicating with Class Counsel; preparing and participating in mediation; and following up with Class Counsel. (Plaintiff's Declaration ("Decl."), ¶ 8.) She further states that she considered the personal, professional, and financial risks in participating in this action. (Plaintiff Decl., ¶¶ 9-11.) The Court finds that Plaintiff is entitled to an enhancement award and the amount requested is reasonable. Thus, Plaintiff's request is approved.

III. CONCLUSION

In accordance with the above, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

Plaintiff's motion for final approval is GRANTED. The following Class is certified for settlement purposes only:

> All current and former hourly non-exempt Cal Water employees within the State of California who were hired by Cal Water at any time on or after August 9, 2022, hired by Cal Water at any time on or before August 8, 2022, who remained employed by Cal Water on or after December 1, 2022.

Judgment will be entered through the filing of this order and judgment. (Code Civ. Proc., § 668.5.) Plaintiff and the members of the Class will take from the operative complaint only the relief set forth in the settlement agreement and this order and judgment. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court will retain jurisdiction over the parties to enforce the terms of the settlement agreement and the final order and judgment.

The Court sets a compliance hearing for **January 7, 2027 at 2:30 P.M**. in Department 22. At least ten court days before the hearing, class counsel and the settlement administrator shall submit a summary accounting of the net settlement fund identifying distributions made as ordered herein; the number and value of any uncashed checks; amounts remitted pursuant to Code of Civil Procedure section 384, subdivision (b); the status of any unresolved issues; and any other matters appropriate to bring to the Court's attention. Counsel shall also submit an amended judgment as described in Code of Civil Procedure section 384, subdivision (b). Counsel may appear at the compliance hearing remotely.

IT IS SO ORDERED.

Date: 5/7/26

BETH McGOWEN
Judge of the Superior Court