

Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Chase M. Stern (SBN 290540)
chase.stern@wilshirelawfirm.com
Giancarlo A. Recinos (SBN 282836)
giancarlo.recinos@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

ALEXANDER GONZALES, individually,
SERGIO MAGALLANES, individually, JOSE
FELIX JR., individually, ENRIQUE SANCHEZ
PUENTES, individually, and on behalf of all
others similarly situated, the State of California,
and other aggrieved persons,

Plaintiffs,

v.

WATTS WATER TECHNOLOGIES, INC., a
California corporation; WATTS REGULATOR
CO., a corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 24CV017389

*[Assigned for All Purposes to the Honorable
Jill H. Talley, Dept. 8A]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: October 23, 2026

Time: 9:00 a.m.

Dept.: 8A

Complaint filed: August 30, 2024

Trial date: Not Set

1 Plaintiffs Alexander Gonzales, Jose Felix Jr., Enrique Sanchez Puentes, and Sergio
2 Magallanes’s (collectively, the “Plaintiffs”) Motion for Final Approval of Class Action and
3 PAGA Settlement came before this Court on October 23, 2026, at 9:00 a.m., in Department 8A
4 of the Superior Court of California, County of Sacramento, located at Tani G. Cantil-Sakauye
5 Courthouse, 500 G Street, Sacramento, CA 95814. Plaintiffs now seek an order granting final
6 approval of the Settlement Agreement (“Settlement” or “Settlement Agreement”) between
7 Plaintiffs and Defendants Watts Water Technologies, Inc. and Watts Regulator Co.
8 (collectively, the “Defendants,” and together with Plaintiffs, the “Parties”), a copy of which is
9 attached to the Declaration of Alan Wilcox in Support of Plaintiffs’ Motion for Preliminary
10 Approval of Class Action and PAGA Settlement as **Exhibit 1**. On May 29, 2026, this Court
11 issued an Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and
12 PAGA Settlement (“Preliminary Approval Order”). In accordance with the Preliminary
13 Approval Order, Class Members have been given notice of the terms of the Settlement and the
14 opportunity to comment on or object to it or to exclude themselves from its provisions.

15 Having received and considered the Settlement Agreement, the supporting papers filed
16 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary
17 Approval of Class Action and PAGA Settlement granted on May 29, 2026, and the instant
18 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as
19 well as oral argument presented to the Court, the Court grants final approval of the Settlement
20 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

21 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
22 including all Settlement Class Members.

23 2. The Court finds that the Class, as defined below, is properly certified as a class for
24 settlement purposes only:

25 all persons currently and previously employed by Defendants in California
26 and classified as an hourly-paid or non-exempt employee who worked for
Defendants during the Class Period.

27 3. “Class Period” means the period from August 30, 2020, to February 20, 2026.

28 4. The Court appoints Plaintiffs Alexander Gonzales, Jose Felix Jr., Enrique Sanchez

1 Puentes, and Sergio Magallanes as Class Representatives for settlement purposes only.

2 5. The Court appoints Benjamin H. Haber, Daniel J. Kramer, Chase M. Stern, and
3 Giancarlo A. Recinos of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

4 6. Pursuant to the Preliminary Approval Order, Class Notice was sent to each Class
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,
6 their right to receive a settlement share, their right to comment on or object to the Settlement or to
7 opt out of the Settlement and pursue their own remedies, and their right to appear in person or by
8 counsel at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate
9 periods of time were provided by each of these procedures.

10 7. No Class Members objected to the Settlement.

11 8. No Class Members requested exclusion from the Settlement.

12 9. The Court finds and determines that this notice procedure afforded adequate
13 protections to Class Members and provides the basis for the Court to make an informed decision
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds
15 and determines that the notice provided in this case was the best notice practicable, which satisfied
16 the requirements of law and due process.

17 10. The Court finds the Settlement was entered into in good faith, that the Settlement is
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable
19 requirements for final approval of this class action settlement under California law, including the
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
21 3.769.

22 11. Class Members who have not opted out will be bound by the Settlement, except
23 Aggrieved Employees will release the PAGA claims released in the Settlement and will receive a
24 portion of the amount set aside for their share of the settlement of civil penalties, regardless of
25 whether they opt out of the Settlement.

26 12. The Court finds that Plaintiffs notified the Labor and Workforce Development
27 Agency ("LWDA") of the Settlement in accordance with the notice requirements of California
28 Labor Code § 2699(s).

1 13. No later than fourteen (14) days after the Court’s Final Approval of the Settlement
2 as defined in the Settlement Agreement, Defendants will transfer the Gross Settlement Amount of
3 \$295,000.00 to the Settlement Administrator.

4 14. Within fourteen (14) days after Defendants fully funds the GSA and the Effective
5 Date has passed, the Administrator will mail checks for all Individual Class Payments, all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
7 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 15. The “Effective Date” is defined as the date by when both of the following have
12 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement;
13 and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences:
14 (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment;
15 (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline
16 for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed,
17 the day after the appellate court affirms the Judgment and issues a remittitur.

18 16. In addition to any recovery Plaintiffs may receive under the Settlement, and in
19 recognition of Plaintiffs’ efforts on behalf of the Class, the Court hereby approves payment from
20 the Gross Settlement Amount of the Class Representative Service Payments to Plaintiffs Alexander
21 Gonzales, Jose Felix Jr., Enrique Sanchez Puentes, and Sergio Magallanes in the amount of
22 \$10,000.00 each (\$40,000.00 total).

23 17. The Court approves payment from the Gross Settlement Amount for civil penalties
24 under PAGA in the amount of \$30,000.00 with the LWDA to receive 75% (\$22,500.00), and the
25 remaining 25% (\$7,500.00) to be distributed to Aggrieved Employees, defined as all persons
26 currently and previously employed by Defendants in California and classified as an hourly-paid or
27 non-exempt employee who worked for Defendants during from September 20, 2023, to February
28 20, 2026. The Court finds and determines that such payment is fair, reasonable, and appropriate.

1 18. The Court approves payment from the Gross Settlement Amount for attorneys' fees
2 to Class Counsel in the amount of \$98,333.33, and the reimbursement of litigation costs in the
3 amount \$19,247.66. Both are reasonable amounts. The reasonableness of the fee award is
4 determined based on a reasonable percentage of the common fund obtained for the Class. The
5 Court also has considered the "lodestar amount." Awarding fees on a percentage basis encourages
6 efficient litigation practices and reflects the actual benefit obtained for the Class.

7 19. The Court approves payment from the Gross Settlement Amount for settlement
8 administration services in the amount of \$4,490.00 to the Administrator, Apex Class Action
9 Administration.

10 20. Individual Settlement Payments checks will be valid for 180 days after mailing by
11 the Settlement Administrator. If a Class Member fails to cash the check for his or her Individual
12 Settlement Payment within 180 days after it is mailed to him or her, the Administrator will
13 distribute the funds represented by the check to the California State Controller's Office, Unclaimed
14 Property Division, in the name of the Class Member.

15 21. Effective on the date when Defendants fully fund the Gross Settlement Amount and
16 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs,
17 Class Members, and Class Counsel will release claims against all Released Parties as follows:

18 (a) Released Class Claims: "All Participating Class Members, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys, heirs,
20 administrators, successors, and assigns, release Released Parties from any and all claims
21 asserted or that could have been asserted based on the facts pled in the operative complaint,
22 including but not limited to, state wage and hour claims for any and all violations of Californias
23 Labor Code and Unfair Competition Law based on Defendants failure to pay for all hours
24 worked (including minimum, straight time, and overtime wages), failure to provide meal
25 periods, failure to authorize and permit rest periods, failure to timely pay final wages at
26 termination, failure to furnish accurate itemized wage statements, and failure to indemnify
27 employees for expenditures based on the alleged Labor Code violations, and all damages,
28 interest, penalties, attorneys' fees, costs, and other amounts recoverable under said causes of

1 action under California law, to the extent permissible, including, but not limited to, the
2 California Labor Code and the applicable Wage Orders. Except as set forth in Section 5.3 of
3 this Agreement, Participating Class Members do not release any other claims, including claims
4 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, or claims based on
6 facts occurring outside of the Class Period."

7 (b) Released PAGA Claims: "All Aggrieved Employees, including but not
8 limited to Non-Participating Class Members, are deemed to release, on behalf of themselves
9 and their respective former and present representatives, agents, attorneys, heirs, administrators,
10 successors, and assigns, the Released Parties from all claims for PAGA penalties that were
11 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the
12 operative complaint and the PAGA Notice, including any and all claims involving any alleged
13 failure to pay minimum, straight time, or overtime wages, failure to provide meal and rest
14 periods, failure to provide accurate wage statements, failure to pay all wages due at separation,
15 and failure to reimburse business expenses during the PAGA Period. Aggrieved Employees only
16 release these claims for the duration of the PAGA Period."

17 22. "Released Parties" means Defendants and each of their former and present directors,
18 officers, shareholders, owners, members, managing agents, affiliates, corporations or entities in
19 common control, divisions, predecessors, successors, assigns, subsidiaries, and affiliates, and their
20 respective attorneys and insurers, joint employers, and staffing agencies.

21 23. The Parties and Administrator are hereby ordered to comply with the terms of the
22 Settlement.

23 24. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs
24 except as otherwise provided in the Settlement and this Judgment and Order Granting Final
25 Approval of Class Action and PAGA Settlement.

26 25. Without affecting the finality of this order in any way, pursuant to California Code
27 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
28 interpretation, administration, implementation, effectuation, and enforcement of this order and the

1 Settlement.

2 26. The Court hereby enters final judgment in accordance with the terms of the
3 Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and
4 PAGA Settlement, and this Order Granting Plaintiffs' Motion for Final Approval of Class Action
5 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action
6 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
7 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)
8 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

9 27. A Settlement Compliance Hearing is set for _____, at _____ a.m./p.m. or a
10 date and time soon thereafter more convenient for the Court: _____, at
11 _____ a.m./p.m. in Department 8A of the above-captioned Court.

12 28. A final report from the Administrator indicating that disbursements were made
13 pursuant to the Settlement shall be filed no later than 15 days prior to the Settlement Compliance
14 Hearing. If the Court is satisfied that the settlement funds have been fully distributed, no
15 appearance will be required at the Settlement Compliance Hearing.

16 **IT IS SO ORDERED.**

17
18 Dated: _____

19 _____
20 HONORABLE JILL H. TALLEY
21 JUDGE OF THE SUPERIOR COURT
22
23
24
25
26
27
28