

**FILED**  
MAY 07 2026  
S. LIND CLERK OF THE COURT  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
By K. Jinkerson

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on behalf of himself and all others similarly situated

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

JOSHUA J. LOPEZ., an individual, on behalf of himself and others similarly situated,	)	Case No. C24-00068
	)	
Plaintiff,	)	<u>CLASS ACTION</u>
	)	<i>Assigned for all purposes to:</i>
vs.	)	Hon. <del>Edward G. Weit</del> Benjamin T. Reyes II
	)	
VEOLIA NORTH AMERICA, LLC, a Delaware limited liability company;	)	<b>[PROPOSED] ORDER GRANTING</b>
VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, a Delaware limited liability company;	)	<b>PLAINTIFF'S MOTION FOR</b>
VEOLIA WATER NORTH AMERICA-WEST, LLC, a Delaware limited liability company;	)	<b>PRELIMINARY APPROVAL OF</b>
VEOLIA WATER CONTRACT SERVICES, LLC, a Delaware limited liability company;	)	<b>CLASS AND REPRESENTATIVE</b>
VEOLIA WATER NORTH AMERICA OPERATING SERVICES, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,	)	<b>ACTION SETTLEMENT</b>
Defendants.	)	<b>*PER THE ATTACHED TENTATIVE RULING</b>
	)	Date: May 6, 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

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 26                   a.       Within twenty (20) calendar days of the date of preliminary approval of this  
27                               Settlement, Defendants shall provide to the Administrator the Class List; and  
28                   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: May 6, 2026

11   
12 \_\_\_\_\_  
13 Honorable Benjamin T. Reyes II  
14 Judge of the Superior Court

9. 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: PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA  
SETTLEMENT FILED BY: LOPEZ, JOSHUA

**\*TENTATIVE RULING:\***

**Summary**

Plaintiff Joshua J. Lopez, on behalf of himself and others similarly situated, (“Plaintiff”) seeks preliminary approval of the proposed Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”) entered with 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”) (Plaintiff and Defendants are collectively herein referred to as the “Parties”). The Settlement Agreement is preliminarily approved and this Motion is **granted** as set forth herein. No appearance is required at the May 6, 2026 hearing.

**Background**

On January 9, 2024, Plaintiff Joshua J. Lopez (“Plaintiff”) commenced the Action by filing a complaint alleging causes of action against Defendants 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. (Manus Decl., ¶ 2.) On January 9, 2024, and pursuant to Labor Code §2699.3, subd.(a), Plaintiff gave timely notice to the LWDA and Defendants 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. (Id. at ¶ 3.) Plaintiff contends, via the Operative Complaint, that Defendants 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. (Id. at ¶ 4.)

Plaintiff respectfully requests that this Court conditionally certify the below-defined class for settlement purposes only, under Code of Civil Procedure section 382; appoint Class Counsel and Plaintiff as the Class Representative; preliminarily approve the proposed Settlement, including the Private Attorney General Act of 2004 ("PAGA") portion of the Settlement, which allocates \$75,000.00 to penalties pursuant to the PAGA; direct that the Class Notice be disseminated to the Class; and schedule a hearing for Final Approval of the Settlement and request for Attorneys' Fees and Costs, and the Class Representative Enhancement Award. The Settlement Agreement 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.) (Id. at ¶ 13, Ex. 1, pp. 3, 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). (Manus Decl., ¶ 7.) Additional terms include: (1) Class Counsel Fees \$435,000 (1/3 of the Gross Settlement Amount), (2) Class Counsel costs for actual expenses Up to \$30,000 incurred; (3) Administration Costs Estimated to be up to \$8,500; (4) Class Representative Enhancement Award \$10,000 to Plaintiff Joshua J. Lopez, (5) PAGA Penalties \$75,000 (\$56,250 to LWDA; \$18,750 to Aggrieved Employees). The Parties have agreed on Apex Class Action Administrators ("Apex" or "Administrator") as the Administrator and respectfully request that this Court appoint Apex to handle the claims administration procedures, including the Class Notice procedure, including posting relevant case-related settlement documents, including the judgment on Apex's website.

### **Analyses**

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 Mgmt., LLC, supra*, 69 Cal.App.5th 521.) California law provides some general guidance concerning judicial approval of any settlement. First, public policy generally favors settlement. (*Nery 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 salutatory purpose.” (*Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal.App.4th 48, 63.)

#### Attorney fees

Plaintiff seeks one-third of the total settlement amount as fees, 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.) Following typical practice, however, the fee award will not be considered at this time, but only as part of final approval.

Similarly, litigation costs, the administration costs, and the requested representative payment of \$10,000 to Plaintiff Joshua J. Lopez will be reviewed at time of final approval. Criteria for evaluation of representative payment requests are discussed in *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 804-807.

#### Ruling

The Court finds that the proposed settlement is sufficiently fair, reasonable, and adequate to justify *preliminary* approval. Counsel are directed to prepare an order reflecting this ruling, the other findings in the previously submitted proposed order, and to obtain a hearing date for the motion for final approval from the Department clerk.

The settlement is preliminarily approved, and this Motion is **granted as follows:**

1. The Court conditionally certifies, for settlement purposes only, a Class consisting of all non-exempt, hourly employees who worked for Defendants in California at the Settling Locations (defined herein) during the Class Period (i.e., the period from January 9, 2020, through April 30, 2025);
2. The Court preliminarily appoints Emil Davtyan, David Yeremian, Alvin B. Lindsay, Enoch J. Kim, Marta Manus, and the other attorneys of D. Law, Inc. as Class Counsel;
3. The Court preliminarily appoint Plaintiff Joshua J. Lopez as the Class Representative;
4. The Court order preliminary approval of the proposed Class Action and PAGA Settlement Agreement (“Settlement”) on a class-wide basis, direct that the Class Notice to be mailed to the Class, and set a hearing for final review of the proposed Settlement;

5. The Court preliminarily appoints Apex Class Action Administrators as the Administrator to handle the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and claims administration procedures as set forth in the Settlement; and;
6. The Court preliminarily approves the allocation of PAGA Penalties pursuant to the Settlement
7. the Court will execute the proposed order lodged November 18, 2025, consistent with this tentative ruling and the court clerk shall attach a copy of this tentative ruling. Where the provisions of the proposed order lodged March 2, 2026 are inconsistent with or conflict the terms of this ruling, this ruling shall prevail.
8. Class counsel shall provide notice of this order to the counsel / parties on the service list.
9. No appearance is required at the May 6, 2026 hearing.