

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8A

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: J. Servantez
Court Attendant: M. Aria

CSR: None

24CV017389

May 29, 2026
9:00 AM

GONZALES

vs

**WATTS WATER TECHNOLOGIES, INC., A
CORPORATION, et al.**

MINUTES

APPEARANCES:

No Appearances

**NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of
Settlement**

There being no request for oral argument, the Court affirmed the tentative ruling.

TENTATIVE AFFIRMED

Plaintiffs Alexander Gonzales (“Plaintiff Gonzales”), Jose Felix Jr., Enrique Sanchez Puentes, and Sergio Magallanes’ (collectively “Plaintiffs”) motion for preliminary approval of class and representative action settlement is UNOPPOSED and GRANTED as follows.

However, Plaintiffs must amend the proposed Class Notice at section 8 to state that the final approval hearing will take place in Department 8A of the Sacramento Superior Court, located at 500 G Street, Sacramento, CA 95814 before the notice is sent out.

Overview

On August 30, 2024, Plaintiff Gonzales filed this wage and hour class action against Defendants Watts Water Technologies, Inc. and Watts Regulator Co. (collectively, “Defendants”) alleging causes of action for (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to provide accurate itemized wage statements; (6) failure to indemnify employees for expenditures; and (7) unfair business practices.

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On August 27, 2025, the Parties participated in private mediation with mediator Barry Appell, Esq., following which, after extensive negotiations and discussions, the Parties reached a resolution. (Wilcox Decl., ¶¶ 7, 8.)

On May 4, 2026, the Court signed and filed the Parties' joint stipulation to file a First Amended Complaint. On May 5, 2026, Plaintiffs filed the operative First Amended Class and Representative Action Complaint adding Plaintiffs Jose Felix Jr., Enrique Sanchez Puentes, and Sergio Magallanes, and adding a cause of action for civil penalties under the Private Attorneys General Act ("PAGA").

After filing the initial Complaint, the Parties engaged in informal discovery and exchanged information, data, and documents before going to mediation. (Wilcox Decl., ¶ 5.) Defendants produced a sample of time and pay records for Class Members. (*Ibid.*) Defendants also provided documents of its wage and hour policies and practices during the Class Period, information regarding the total number of current and former employees in its informal discovery responses, and financial records. (*Ibid.*)

The Parties entered into a written settlement agreement and now move for preliminary approval of the class and representative settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement. (Wilcox Decl., ¶ 8, Exh. 1 ("Agreement").)

Settlement Class Certification

Plaintiffs move to certify the following settlement Class: "all persons currently and previously employed by Defendants in California and classified as an hourly-paid or non-exempt employee who worked for Defendants during the Class Period." (Agreement, ¶ 1.5.) "Class Period" is defined to mean the period from the period from August 30, 2020 to February 20, 2026. (*Id.* at ¶ 1.12.) The settlement Class has approximately 47 Class Members. (*Id.* at ¶ 4.1; Wilcox Decl., ¶ 15.) The Parties stipulated to certification for settlement purposes. (Agreement, ¶ 12.1.) The Court finds, based on the moving papers, that Plaintiffs have established the requisites for class certification. Accordingly, the Court preliminarily certifies the proposed class for settlement purposes only.

Aggrieved Employees

An Aggrieved Employee is defined as, "all persons currently and previously employed by Defendants in California and classified as an hourly-paid or non-exempt employee who worked for Defendants during the PAGA Period." (Agreement, ¶ 1.4.) The PAGA Period is defined to mean the period from September 20, 2023 to February 20, 2026. (*Id.* at ¶ 1.31.) Aggrieved Employees consist of approximately 47 Aggrieved Employees who worked a total of 384 PAGA Pay Periods during the PAGA Period. (*Id.* at ¶ 4.1)

PAGA Members will receive their share of the PAGA Penalty regardless of whether they opt out of the settlement's class component. (*Id.* at ¶ 7.5.4, Exh. A ("Class Notice") at p. 2.) Plaintiffs' counsel gave notice of the Settlement Agreement to the Labor and Workforce Development

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Agency (“LWDA”). (Wilcox Decl., ¶ 9, Exh. 2.)

Class Representative(s)

Plaintiffs are preliminarily appointed as Class Representative for settlement purposes only. Plaintiffs have filed supporting declarations from Plaintiffs Gonzalez and Enrique Sanchez-Puentes, generally describing their involvement in this action, including the work performed, and an estimation of time spent on the case. (Sanchez-Puentes Decl., ¶¶ 6-12; Gonzales Decl., ¶¶ 6-14.) According to the Court’s Register of Actions, Plaintiffs have *not* filed supporting declarations from Plaintiffs Jose Felix Jr. or Sergio Magallanes. Nevertheless, Plaintiffs’ counsel has generally detailed the amount of time and work spent by *all* Plaintiffs in relation to this action. (Wilcox Decl., ¶¶ 28-32.)

The Court finds this sufficient for preliminary approval, but Plaintiffs must submit declarations **from Plaintiffs Jose Felix Jr. and Sergio Magallanes** with the final approval motion that details their work performed in this case, including the approximate amount of time spent on the case. (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 805-807.) A declaration from counsel alone is not sufficient.

Class Counsel

The Court preliminarily appoints Benjamin H. Haber, Daniel J. Kramer, and Chase M. Stern of Wilshire Law Firm, PLC. (Agreement, ¶ 1.6), as Class Counsel for settlement purposes only.

Settlement Administrator

The Court approves Apex Class Action Administration (Wilcox Decl., ¶ 10) as the Settlement Administrator.

Fair, Adequate, and Reasonable Settlement

The Court must find a settlement is “fair, adequate, and reasonable” before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making its fairness determination, the Court considers the strength of the Plaintiff’s case, the risk, expenses, 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, and the experience and views of counsel. (*Id.* at p. 1801.) In approving a class action settlement, the Court must “satisfy itself that the class settlement is within the ‘ballpark’ of reasonableness.” (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

This is a non-reversionary, opt out settlement. Defendant will pay the Gross Settlement Amount (“GSA”) of \$295,000. (Agreement, ¶¶ 1.22, 3.1.) Defendant will separately pay the employer portion of payroll taxes owed on the wage portions of the Individual Class Payments. (*Ibid.*) The

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following will be paid out of the GSA: (1) a service payment to each of the Plaintiffs of not more than \$10,000 each (total \$40,000); (2) attorneys' fees award equaling not more than "33 and 1/3%" of the GSA (estimated to be \$98,333.33) and litigation expenses payment not to exceed \$25,000 to Class Counsel; (3) settlement administration costs not to exceed \$15,000^[1], absent good cause; (4) Individual Class Member payments; and (5) a PAGA Penalty of \$30,000 (75% of which \$22,500) will be paid to the LWDA and 25% of which (\$7,500) will be paid to Aggrieved Employees.) (*Id.* at ¶¶ 3.1-3.2.)

The Agreement has the following Escalator Clause:

Based on its records, Defendants estimate that (1) there are 47 Class Members and 2,770 total Workweeks during the Class Period and (2) there are 47 Aggrieved Employees and 384 total PAGA Pay Periods during the PAGA Period. In the event the number of Workweeks worked by the Class Members increases by more than 10%, or 277 Workweeks, then the Gross Settlement Amount shall be increased by a proportional amount over 10%, or the Defendants may choose an earlier end date to the Class Period as long as they elect to do so before Plaintiff's Motion for Preliminary Approval is decided and the end date is not earlier than August 27, 2025, the date of mediation. For example, if the number of Workweeks is 15% more than the estimated 2,770 (for a total of 3,185 Workweeks), then the total amount increase of the Gross Settlement Amount will be an additional 5% (5% over the 10% limit), for an additional \$14,750.00 increase in the Gross Settlement Amount. (*Id.* at ¶ 8.)

For tax purposes, Class Member payments will be treated as 20% wages and 80% penalties and interest. (Agreement, ¶ 3.2.5.1.) PAGA payments will be treated as penalties. (Notice, p. 2.) Class Members have 45 days to respond to the Class Notice. (Agreement, ¶ 1.43.) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund in the name of the Class Member. (*Id.* at ¶ 4.4.3.)

Disposition

The Court preliminarily finds that all relevant factors support settlement approval. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.) The papers demonstrate the settlement was reached after arms-length bargaining between the parties and was reached after sufficient discovery and negotiations, which allowed the Parties, and therefore, this Court, to act intelligently with respect to the settlement. Class Counsel conducted an investigation into the facts and law and issues in this case, including the exchange of informal discovery and the review of relevant information. The settlement appears to be within the "ballpark of reasonableness." (Wilcox Decl., ¶¶ 14-27.)

Therefore, the motion is GRANTED. The Court also approves the proposed Class Notice **subject to the Parties amending the final approval hearing location as noted at the beginning of this ruling.** The Notice shall be disseminated as provided in the Agreement.

The Final Approval Hearing will take place on October 23, 2026, at 9:00 a.m., in

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Department 8A.

The Court will sign the Proposed Order submitted with the moving papers. **The Court will amend the hearing date provided in Paragraph 13.**

Plaintiffs must include any request for attorneys' fees, costs, and the service award in the final approval motion, *not* a separately filed motion.

To request oral argument on this matter, you must call Department 8a at 916-874-5754 by 4:00 p.m., the court day before this hearing and notification of oral argument must be made to the opposing party/counsel. If no call is made, the tentative ruling becomes the order of the court. (Local Rule 1.06.)

Please check your tentative ruling prior to the next Court date at www.saccourt.ca.gov prior to the above referenced hearing date.

If oral argument is requested, the parties may appear by Zoom with the links below:

To join by Zoom Link - <https://saccourt-ca-gov.zoomgov.com/j/16108301121>

To join by phone dial (833) 568-8864 ID 16108301121

Parties requesting services of a court reporter will need to arrange for private court reporter services at their own expense, pursuant to Government code section 68086 and California Rules of Court, Rule 2.956. Requirements for requesting a court reporter are listed in the Policy for Official Reporter Pro Tempore available on the Sacramento Superior Court website at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-6a.pdf>. Parties may contact Court-Approved Official Reporters Pro Tempore by utilizing the list of Court Approved Official Reporters Pro Tempore available at <https://www.saccourt.ca.gov/court-reporters/docs/crtrp-13.Pdf>

A Stipulation and Appointment of Official Reporter Pro Tempore (CV/E-206) is required to be signed by each party, the private court reporter, and the Judge prior to the hearing, if not using a reporter from the Court's Approved Official Reporter Pro Tempore list. Once the form is signed it must be filed with the clerk.

If a litigant has been granted a fee waiver and requests a court reporter, the party must submit a Request for Court Reporter by a Party with a Fee Waiver (CV/E-211) and it must be filed with the clerk at least 10 days prior to the hearing or at the time the proceeding is scheduled if less than 10 days away. Once approved, the clerk will be forward the form to the Court Reporter's Office and an official reporter will be provided.

This minute order is effective immediately. Pursuant to California Rules of Court, rule 3.1312(a), no further written order or further notice is necessary.

Counsel for Plaintiffs is directed to notice all parties of this order.

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□ The Court notes, pursuant to the Agreement, Parties agreed to settlement administration costs in an amount not to exceed \$15,000. (Agreement, ¶¶ 3.2.4.) According to Plaintiffs' Counsel's supporting declaration, it appears that Parties have agreed to administration costs in the amount of \$4,490. (Wilcox Decl., ¶¶ 10, 26.)

Hearing on Motion for Final Approval of Settlement is scheduled for 10/23/2026 at 09:00 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

By: */s/ J. Servantez*
J. Servantez, Deputy Clerk
Minutes of: 05/29/2026
Entered on: 05/29/2026