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Ryan A. Quadrel (State Bar No. 308311)
rquadrel@blackstonepc.com
Shelby L. Miner (State Bar No. 318338)
sminer@blackstonepc.com
Alexandra Rose (State Bar No. 329407)
arose@blackstonepc.com
Theodore R. Tang (State Bar No. 313294)
ttang@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff JOSEPHINE
HERNANDEZ, individually, and on behalf of
other similarly situated employees and
Aggrieved Employees pursuant to the
California Private Attorneys General Act

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSEPHINE HERNANDEZ, individually,
and on behalf of other similarly situated
employees and Aggrieved Employees
pursuant to the California Private Attorneys
General Act,

Plaintiff,

vs.

LIBERTY UTILITIES (APPLE VALLEY
RANCHOS WATER) CORP; LIBERTY
UTILITIES (PARK WATER) CORP.;
LIBERTY UTILITIES (CALPECO
ELECTRIC) LLC; and DOES 1 through 25,
inclusive,

Defendants.

Case No.: 25STCV06335

Honorable Timothy P. Dillon
Department 15

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: September 15, 2026
Time: 10:00 a.m.
Dept.: 15

Complaint Filed: March 5, 2025
FAC Filed: February 20, 2026
SAC Filed: March 28, 2026
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

09/15/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

1 **~~PROPOSED~~ ORDER**

2 On September 15, 2026 at 10:00 a.m. in Department 15 of the above-captioned Court located
3 at 312 North Spring Street, Los Angeles, California 90012, Plaintiff Josephine Hernandez's
4 ("Plaintiff") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for
5 hearing before the Honorable Timothy P. Dillon. Blackstone Law, APC appeared on behalf of
6 Plaintiff and Fisher & Phillips LLP appeared on behalf of Defendants Liberty Utilities (Apple Valley
7 Ranchos Water) Corp., Liberty Utilities (Park Water) Corp., and Liberty Utilities (CalPeco Electric)
8 LLC (collectively, "Defendants").

9 The Court, having carefully considered the papers, argument of counsel, and all matters
10 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion for Preliminary
11 Approval of Class Action and PAGA Settlement.

12 **IT IS HEREBY ORDERED THAT:**

13 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
14 Settlement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of
15 Alexandra Rose in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA
16 Settlement. This is based on the Court's determination that the Settlement falls within the range of
17 possible approval as fair, adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
19 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and
22 reasonable. It appears to the Court that extensive investigation and research have been conducted such
23 that counsel for the parties at this time are able to reasonably evaluate their respective positions. It
24 further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by
25 all parties, as well as avoid the delay and risks that would be presented by the further prosecution of
26 the case. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, LWDA Payment, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Employees provided for in the
4 Settlement Agreement, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery
6 that is being granted as part of the Settlement and preliminarily finds that the monetary settlement
7 awards made available to the Class Members and PAGA Employees are fair, adequate, and reasonable
8 when balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
11 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
12 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
13 (b) common questions of law and fact predominate, and there is a well-defined community of interest
14 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's
15 claims are typical of the claims of the members of the Class; (d) Plaintiff will fairly and adequately
16 protect the interests of the members of the Class; (e) a class action is superior to other available
17 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
18 counsel for Plaintiff in her individual capacity and as the representative of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former non-exempt or hourly employees who worked for
22 Defendants in the State of California during the Class Period.

23 (The Class Period is defined as the period from March 5, 2021 through March 22,
24 2026.)

25 7. The Court provisionally appoints Jonathan M. Genish, Ryan A. Quadrel, Shelby L.
26 Miner, Alexandra Rose, and Theodore R. Tang of Blackstone Law, APC as counsel for the Class
27 ("Class Counsel").

28 8. The Court provisionally appoints Plaintiff Josephine Hernandez as the representative
of the Class ("Class Representative").

1 9. The Court provisionally appoints Apex Class Action Administration to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within fourteen (14) calendar days after entry of this Order, Defendants will provide
4 the Settlement Administrator with the following information about each Class Member: full name, last
5 known mailing address, Social Security number, Workweeks during the Class Period, and Pay Periods
6 during the PAGA Period (collectively referred to as the “Class List”) in conformity with the Settlement
7 Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action Settlement
9 (“Class Notice”) attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members
10 in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to
11 fully and accurately inform the Class Members of all material elements of the Settlement, of Class
12 Members’ right to be excluded from the Class Settlement by submitting a Request for Exclusion, of
13 Class Members’ right to dispute the Workweeks and/or Pay Periods credited to each of them by
14 submitting a Dispute, and of each Settlement Class Member’s right and opportunity to object to the
15 Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
16 further finds that distribution of the Class Notice substantially in the manner and form set forth in the
17 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
18 and this Order, meet the requirements of due process and shall constitute due and sufficient notice to
19 all persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
20 Notice in English and Spanish by First-Class U.S. Mail to all Class Members within fourteen (14)
21 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
25 with the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked on or
26 before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the
27 Settlement Administrator to Class Members (“Response Deadline”), or, in the case of a re-mailed
28 Class Notice, the Response Deadline shall be extended fifteen (15) calendar days from the original

1 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
2 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
3 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
4 Nevertheless, all PAGA Employees will be bound by the PAGA Settlement and issued their Individual
5 PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who
6 do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be
7 bound by the Settlement Agreement and any final judgment based thereon.

8 13. A Final Approval Hearing shall be held before this Court on
9 01/21/2027 at 10:00 a.m./~~p.m.~~ in Department 15 of the Los Angeles
10 County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to
11 determine all necessary matters concerning the Settlement, including: whether the proposed settlement
12 of the action on the terms and conditions provided for in the Settlement is fair, adequate, and
13 reasonable and should be finally approved by the Court; whether a judgment, as provided in the
14 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should
15 be approved as fair, adequate, and reasonable to the Class Members and PAGA Employees; and
16 determine whether to approve the requests for the Attorneys' Fees and Costs, Enhancement Payment,
17 Settlement Administration Costs, and allocation for the PAGA Amount.

18 14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys'
19 Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the
20 appropriate declarations and supporting evidence, including the Settlement Administrator's
21 declaration, by per code, to be heard at the Final Approval Hearing.

22 15. To object to the Class Settlement, a Settlement Class Member must submit their Notice
23 of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
24 Objection must be signed and must contain the information that is required, as set forth in the Class
25 Notice, including and not limited to the grounds for the objection. Settlement Class Members,
26 individually or through counsel, may also present their objection orally at the Final Approval Hearing,
27 regardless of whether they have submitted a Notice of Objection.

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1 16. In the event the Settlement does not become effective in accordance with the terms of
2 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails
3 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and
4 the parties shall revert back to their respective positions as of before entering into the Settlement
5 Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible
6 or have any bearing on the issue of whether any class should be certified in a non-settlement context.

7 17. The Court reserves the right to adjourn or continue the date of the Final Approval
8 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
9 Members and retains jurisdiction to consider all further applications arising out of or connected with
10 the Settlement.

11 **IT IS SO ORDERED.**

12 Dated: 09/15/2026





Honorable Timothy P. Dillon
Judge of the Superior Court
Timothy Patrick Dillon / Judge

✓ ✓ 17 Service award to be at most \$7500.
18 Conform notice. ✓ ✓

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Josephine Hernandez v. Liberty Utilities (Apple Valley Ranchos Water) Corp., et al
Superior Court of California for the County of Los Angeles, Case No. 25STCV06335

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Class Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Josephine Hernandez ("Plaintiff") and Defendants Liberty Utilities (Apple Valley Ranchos Water) Corp., Liberty Utilities (Park Water) Corp., and Liberty Utilities (CalPeco Electric) LLC (collectively, "Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Josephine Hernandez v. Liberty Utilities (Apple Valley Ranchos Water) Corp., et al*, Los Angeles County Superior Court, Case No. 25STCV06335 (the "Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

You have received this Class Notice because Defendants' records reflect that you are a Class Member and/or PAGA Employee (both defined below). Because the Settlement, which has been preliminarily approved by the Court, affects Class Members' and PAGA Employees' legal rights, the Court ordered that this Class Notice be sent to you. This Class Notice provides you with information about (1) the Action, (2) the monetary terms of the Settlement, (3) your estimated Individual Settlement Share, provided you do not request to be excluded from the Settlement, (4) your estimated Individual PAGA Payment, (5) the terms of the Settlement, including the claims that are being released, (6) how to participate in, exclude yourself from, or object to the Settlement, and (7) where to find additional information regarding the Action and Settlement.

I. IMPORTANT DEFINITIONS

"Class" or "Class Member(s)" means all current and former non-exempt or hourly employees who worked for Defendants in the State of California during the Class Period.

"Class Period" means the period from March 5, 2021, through March 22, 2026.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Employee(s)" means all current and former non-exempt or hourly employees who worked for Defendants in the State of California during the PAGA Period.

"PAGA Period" means the period from February 23, 2025, through March 22, 2026.

"PAGA Settlement" means the settlement and resolution of all Released PAGA Claims.

II. BACKGROUND OF THE ACTION

On March 5, 2025, Plaintiff commenced a putative class action lawsuit by filing a Class Action Complaint in the Action. On February 20, 2026, Plaintiff filed a First Amended Class Action Complaint in the Action. On February 23, 2026, Plaintiff provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code that Plaintiff contends were violated ("PAGA Letter"). On May 28, 2026, Plaintiff filed a Second Amended Class and Representative Action Complaint ("Operative Complaint") in the Action.

Plaintiff contends that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest

breaks, timely pay wages during employment and upon separation, provide accurate wage statements, and reimburse necessary business expenses, that these failures were in violation of the California Business and Professions Code section 17200, *et seq.*, and conduct that gives rise to penalties under the Private Attorneys General Act of 2004 pursuant to California Labor Code Section 2698, *et seq.* (“PAGA”).

Defendants deny all of the allegations in the Action and maintain that they fully complied with all applicable laws. Defendants deny any liability or wrongdoing of any kind and contend, among other things, that they complied at all times with the California Labor Code, the California Business and Professions Code, all Industrial Welfare Commission Wage Orders, and all applicable law.

The Parties participated in mediation and as a result, the Parties reached a settlement. The Parties have since entered into a Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Apex Class Action Administration as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Josephine Hernandez as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Jonathan M. Genish
Ryan A. Quadrel
Shelby L. Miner
Alexandra Rose
Theodore R. Tang
Blackstone Law, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Tel: (310) 622-4278 / Fax: (855) 786-6356

The Court has preliminarily appointed Class Counsel as counsel for the Class for purposes of settlement. Other than the Attorneys’ Fees and Costs approved by the Court and to be paid out of the Gross Settlement Amount, you will not be charged for their services.

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Employee, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Employees will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff, Class Members, or PAGA Employees. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members, the State of California, and PAGA Employees.

Additionally, the Court has not ruled on the merits of the claims alleged by Plaintiff. By preliminarily approving the Settlement and issuing this Class Notice, the Court is not suggesting which side would win or lose the Action on the merits. Rather, the Court has determined only that there is sufficient evidence to determine, on a preliminary basis, that the proposed Settlement is fair, adequate, and reasonable. The final determination of this question will be made at the Final Approval Hearing. Defendants reserve their rights, if for any reason the Settlement fails, to contest any factual or legal allegations, including to contest whether the Action should proceed as a class and/or representative action.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

Without admitting any wrongdoing, and to avoid the business disruptions caused by litigating these claims, Defendants have agreed to pay a total gross settlement amount of One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00) (the “Gross Settlement Amount”). The portion of the Gross Settlement Amount that is available for payment to Settlement Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Gross Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys’ fees, in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (*i.e.*, \$600,000.00), and reimbursement of litigation costs and expenses, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) to Class Counsel; (2) an Enhancement Payment in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff for her services in the Action; (3) the amount of One Hundred Twenty Thousand Dollars and Zero Cents (\$120,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 65% (\$78,000.00) (“LWDA Payment”) and the remaining 35% (\$42,000.00) will be distributed to PAGA Employees (“PAGA Employee Amount”); and (4) Settlement Administration Costs currently estimated not to exceed Seven Thousand Seven Hundred Ninety Dollars and Zero Cents (\$7,790.00) to the Settlement Administrator. If the Court awards less than the requested amounts for Attorneys’ Fees and Costs, the Enhancement Payment, or Settlement Administration Costs, or if any awarded Settlement Administration Costs are not needed, the difference will be added to the Net Settlement Amount for distribution to Settlement Class Members.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as a non-exempt or hourly employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield an estimated Individual Settlement Share that each Class Member may be entitled to receive under the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued their final Individual Settlement Payment, which may be different from the estimate.

Each Individual Settlement Share will be allocated as fifteen percent (15%) wages, which will be reported on an IRS Form W-2, and eighty-five percent (85%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099, if applicable. Each Individual Settlement Share will be subject to reduction for the employee’s share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employers’ share of taxes and contributions in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendants separately and in addition to the Gross Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Employee Amount (“Individual PAGA Payment”) based on the number of pay periods each PAGA Employee worked for Defendants as a non-exempt or hourly employee in California during the PAGA Period (“Pay Periods”). The Settlement Administrator has divided the PAGA Employee Amount, *i.e.*, 35% of the PAGA Amount, by the Pay Periods of all PAGA Employees to yield the “Pay Period Value,” and multiplied each PAGA Employee’s individual Pay Periods by the Pay Period Value to yield each PAGA Employee’s estimated Individual PAGA Payment.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to payroll tax withholding, and will be reported on IRS Form 1099, if applicable.

Plaintiff, Settlement Class Members, and PAGA Employees are solely responsible for the payment of any taxes and penalties assessed on payments received under the Settlement and should consult their tax advisors concerning the tax consequences of any payment they receive.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as**

possible to ensure you receive any payment that you may be entitled to under the Settlement.

Defendants will fund the Gross Settlement Amount and Employer Taxes no later than twenty-one (21) calendar days after the Effective Date, and the Settlement Administrator will issue Individual Settlement Payments and Individual PAGA Payments within ten (10) business days after funding.

Settlement checks will be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued. After that period, uncashed checks will be canceled, and the funds associated with those canceled checks will be distributed by the Settlement Administrator to the State of California's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

B. Your Workweeks and Pay Periods (if applicable) Based on Defendants' Records

According to Defendants' records:

- **From March 5, 2021 through March 22, 2026 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **From February 23, 2025 through March 22, 2026 (i.e., the PAGA Period), you are credited as having worked [REDACTED] Pay Periods.**

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit your dispute in writing to the Settlement Administrator ("Dispute"). The Dispute must: (a) contain the case name and number of the Action (*Josephine Hernandez v. Liberty Utilities (Apple Valley Ranchos Water) Corp., et al.*, Case No. 25STCV06335); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you and what you contend is the correct number; and (d) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and Individual PAGA Payment (if applicable) are based on the number of Workweeks and Pay Periods (if applicable) credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The wages portion of your Individual Settlement Share will be subject to reduction for the employee's share of applicable taxes and withholdings. Your Individual Settlement Payment will be distributed only if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment (if applicable) reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

"Released Parties" means Defendants and any of their past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, trustees, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders, as well as any individual or entity which could be jointly liable with Defendants.

“Released Class Claims” means all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged, based on the facts and claims asserted in the Operative Complaint as to the Released Parties, arising during the Class Period, including the following claims: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal breaks; (iv) failure to provide rest breaks; (v) failure to timely pay wages during employment; (vi) violation of California Labor Code section 226; (vii) failure to timely pay final wages upon separation of employment; (viii) failure to reimburse necessary business expenses; and (ix) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.*

Upon the Effective Date and full funding of the Gross Settlement Amount and Employer Taxes, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims

“Released PAGA Claims” means any and all claims for the recovery of civil penalties and attorneys’ fees and costs permissible under PAGA which Plaintiff and/or the PAGA Employees had, or may claim to have, against the Released Parties, arising out of the violations alleged in the Operative Complaint and/or the PAGA Letter, arising during the PAGA Period, including: (i) failure to pay minimum wages; (ii) failure to pay overtime wages; (iii) failure to provide meal breaks; (iv) failure to provide rest breaks; (v) failure to timely pay wages during employment; (vi) violation of California Labor Code section 226; (vii) failure to timely pay final wages upon separation of employment; (viii) failure to reimburse necessary business expenses; and (ix) violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2699, *et seq.*, 2800, and 2802.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$600,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Gross Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff, Class Members, and PAGA Employees on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Gross Settlement Amount, subject to approval by the Court, and if awarded, it will be paid to Plaintiff in addition to any other payments that she is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is currently estimated not to exceed Seven Thousand Seven Hundred Ninety Dollars and Zero Cents (\$7,790.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and Disputes, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement. The Settlement Administration Costs will be paid from the Gross Settlement Amount, subject to approval by the Court. To the extent the actual Settlement Administration Costs are greater than the estimated amount, such excess amount will be deducted from the Gross Settlement Amount, subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement Administration Costs that is not required to complete settlement administration will be added to the Net Settlement Amount for the benefit of Settlement Class Members.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You do not need to submit a claim form to receive an Individual Settlement Payment and/or Individual PAGA Payment. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless

you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement and if the Court grants final approval of the Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims against the Released Parties as described in Section III.D above.

If you are a PAGA Employee and the Court grants final approval of the Settlement, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims against the Released Parties as described in Section III.D above.

PAGA EMPLOYEES CANNOT OPT OUT OF THE PAGA SETTLEMENT OR THE RELEASE OF RELEASED PAGA CLAIMS.

As a Class Member and PAGA Employee (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter ("Request for Exclusion") to the Settlement Administrator, at the following address:

[Settlement Administrator]

[Mailing Address]

A Request for Exclusion must: (a) contain the case name and number of the Action (*Josephine Hernandez v. Liberty Utilities (Apple Valley Ranchos Water) Corp., et al.*, Case No. 25STCV06335); (b) contain your full name, signature, address, telephone number, and last four (4) digits of your Social Security number; (c) clearly state that you do not wish to be included in the Class Settlement; and (d) be returned by mail to the Settlement Administrator at the specified address above, postmarked **on or before** [Response Deadline].

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. **PAGA Employees will be bound by the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion from the Class Settlement.**

If more than ten percent (10%) of Class Members submit timely and valid Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement, subject to the terms of the Settlement Agreement.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion by submitting a written objection ("Notice of Objection") to the Settlement Administrator.

The Notice of Objection must: (a) contain the case name and number of the Action (*Josephine Hernandez v. Liberty Utilities (Apple Valley Ranchos Water) Corp., et al.*, Case No. 25STCV06335); (b) contain your full name, signature, address, telephone number, and the last four (4) digits of your Social Security number; (c) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) contain copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** [Response Deadline].

You may also appear at the Final Approval Hearing and present your objection orally, regardless of whether you have submitted a Notice of Objection.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 15 of the Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, CA 90012 on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant Attorneys' Fees and Costs to Class Counsel, the Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator, all subject to the terms of the Settlement Agreement.

The Final Approval Hearing may be continued without further notice to the Class Members and PAGA Employees. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://lacc.lacourt.org>). Check the Court's website for the most current information.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers, which are on file with the Court.

You may view the Settlement Agreement and other documents filed in the Action by going to (<https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>) and entering the Case Number for the Action, Case No. 25STCV06335.

You may also visit the Settlement Administrator's website at [redacted] for key documents in the Action.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.