

07/18/2023

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Attorneys for Plaintiff MICHAEL STEVENSON,  
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE**

MICHAEL STEVENSON on behalf of himself  
and others similarly situated,

Plaintiff,

vs.

PAYLESS WATER HEATERS & PLUMBING,  
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 21STCV42057

**CLASS ACTION**

*[Assigned for all purposes to the Hon. Carolyn  
B. Kuhl, Dept. 12]*

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Hearing Information:

Date: July 18, 2023

Time: 10:30 a.m.

Dept: SSC12

1 Plaintiff Michael Stevenson ("Plaintiff") Motion for Final Approval of Class Action  
2 Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant Payless Water  
3 Heaters & Plumbing, Inc. ("Defendant" or "Payless") came before this Court on July 18, 2023 at  
4 10:30 a.m. in Department SSC12 of the Los Angeles County Superior Court located at 312 N. Spring  
5 St., Los Angeles, California 90012. Having received and considered the amended Class Action and  
6 PAGA Settlement Agreement and Class Notice ("Settlement"), Plaintiff's Motion for Final Approval  
7 of Class Action Settlement, the supporting papers filed by the Parties, the declaration of Kaylie O'  
8 Connor on behalf of CPT Group, Inc. and the evidence and argument received by the Court in  
9 conjunction with the Motion for Preliminary Approval of Class Action Settlement and Documents  
10 thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES  
11 THE FOLLOWING DETERMINATION:

12 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
13 including all members of the settlement class.

14 2. The Court finds that the Class (defined below) is properly certified as a class for  
15 settlement purposes only:

16 all current and former non-exempt, hourly employees of Defendant  
17 Payless Water Heaters & Plumbing, Inc. who worked as a service  
18 technician at any time during the Class Period, and who have not  
19 previously released all known and unknown claims against Defendant  
20 Payless Water Heaters & Plumbing, Inc.

21 3. The Court appoints Plaintiff Michael Stevenson as Class Representative for settlement  
22 purposes only.

23 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., Melissa A.  
24 Huether, Esq., and Danielle E. Montero, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for  
25 settlement purposes only.

26 5. The notice provided to the class members conforms with the requirements of  
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
28

1 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable  
2 law, and constitutes the best notice practicable under the circumstances, by providing individual  
3 notice to all class members who could be identified through reasonable effort, and by providing due  
4 and adequate notice of the proceedings and of the matters set forth therein to the other class members.  
5 The notice fully satisfied the requirements of due process.

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

11 7. The Settlement Agreement is not an admission by Defendant or by any other released  
12 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant  
13 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,  
14 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission  
15 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendant or  
16 any of the other released parties.

17 8. No Class Members have objected to the terms of the Settlement.

18 9. No Class Members have requested exclusion from the Settlement.

19 10. Defendant agrees to deposit the Gross Settlement Amount with a mutually-selected  
20 third party administrator in two equal installments as follows: a first payment of \$255,000 due within  
21 10 days of the Court entering the Final Approval Order/Judgment, followed by a second payment of  
22 \$255,000 six months after Final Approval Order/Judgment is entered ("Final Payment"). Within 14  
23 calendar days after Defendant funds the Final Payment, the Administrator will mail checks for all  
24 Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the  
25 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation  
26 Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class  
27 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative

1 Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA  
2 Payments.

3 11. In addition to any recovery that Plaintiff may receive under the Settlement, and in  
4 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the  
5 payment from the Settlement Amount of a Class Representative Service Payment to Plaintiff in the  
6 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00).

7 12. The Court approves the payment from the Gross Settlement Amount of attorneys' fees  
8 to Class Counsel in the sum of One Hundred Seventy Thousand Dollars and Zero Cents  
9 (\$170,000.00), and the reimbursement of litigation expenses in the sum of Fourteen Thousand Nine  
10 Hundred Nine Dollars and Five Cents (\$14,909.05). Both are reasonable amounts. The reasonableness  
11 of the fee award is determined based on a reasonable percentage of a common fund obtained for the  
12 class. The court also has considered the lodestar amount. Awarding fees on a percentage basis  
13 encourages efficient litigation practices and reflects the actual benefit obtained for the class.

14 13. The Court approves and orders payment from the Gross Settlement Amount in the  
15 amount of Eight Thousand Dollars and Zero Cents (\$8,000.00) to CPT Group, Inc. for performance  
16 of settlement administration services.

17 14. The Court approves and orders payment from the Gross Settlement Amount in the  
18 amount of Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00) attributed to the resolution of  
19 and in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§  
20 2698, *et seq.*, "PAGA") claims ("PAGA Settlement Amount"). The amount of Eighteen Thousand  
21 Seven Hundred Fifty Dollars and Zero Cents (\$18,750.00) is to be paid to the California Labor and  
22 Workforce Development Agency ("LWDA"). The amount of Six Thousand Two Hundred Fifty  
23 Dollars and No Cents (\$6,250.00) shall be distributed to Aggrieved Employees.

24 15. Settlement checks issued to participating Class Members remaining uncashed after  
25 one hundred and eighty (180) days from the date of issuance of the check will be canceled. All funds  
26 from uncashed checks shall be distributed to the California Controller's Unclaimed Property Fund in  
27 the name of the Class Member.

1           16. All Class Members who have not opted out will release and discharge Released Parties  
2 from all claims, demands, rights, liabilities and causes of action that were pled or which could have  
3 been pled in the Operative Complaint in the Action based on the factual allegations therein, that arose  
4 during the Class Period with respect to the following claims: (a) failure to pay wages for all hours  
5 worked at minimum wage; (b) failure to pay all overtime wages for daily overtime worked; (c) failure  
6 to pay overtime wages at the proper overtime rate; (d) failure authorize or permit meal periods; (e)  
7 failure to authorize or permit rest periods; (f) failure to indemnify employees for employment-related  
8 losses/expenditures; (g) failure to timely pay wages during employment; (h) failure to provide  
9 complete and accurate wage statements; (i) failure to timely pay all earned wages and final paychecks  
10 due at time of separation of employment; and (j) unfair business practices, *et seq.*, that could have  
11 been premised on the facts, claims, causes of action or legal theories described above or in the  
12 Operative Complaint in the Action; and (k) violations of Labor Code sections 201, 202, 203, 204, 210,  
13 218.5, 218.6, 226, 226.2, 226.7, 510, 512, 515, 1182.12, 1194, 1194.2, 1197, 1198, 2802 and 2698, *et*  
14 *seq.*, and the Industrial Welfare Commission Wage Orders, including, but not limited to, IWC Wage  
15 Order No. 16, and claims under Business & Professions Code section 17200, *et seq.*, that could have  
16 been sought based on the facts, claims, causes of action or legal theories described above and in the  
17 Operative Complaint in the Action. The Parties agree that this Release shall not become effective until  
18 after Defendant's second payment of \$255,000 six months after the Final Approval Order/Judgment  
19 has paid to the Settlement Administrator.

20           17. All Aggrieved Employees will release and discharge Released Parties from all claims,  
21 demands, rights, liabilities and causes of action under California Labor Code Private Attorneys  
22 General Act of 2004 as asserted in the Operative Complaint that arose during the PAGA Period  
23 premised on the facts, claims, causes of action or legal theories described above. The release period  
24 for the PAGA claim shall be the same as the PAGA Period. All Aggrieved Employees, regardless of  
25 whether they have opted out of the Class Settlement as described above, and the State of California  
26 shall be bound by the PAGA Release and fully release and discharge Defendant and all Released  
27 Parties from all released PAGA claims upon the final approval of the settlement of PAGA Claims in  
28

1 this Action. The Parties agree there is no statutory right for any Aggrieved Employee to object, opt  
2 out or otherwise exclude himself or herself from the Settlement.

3 18. This Court shall retain jurisdiction with respect to all matters related to the  
4 administration and consummation of the settlement, and any and all claims, asserted in, arising out  
5 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the  
6 settlement and the determination of all controversies relating thereto.

7 19. The settlement administrator shall file a final report by 07/18/2023  
8 indicating the disbursements were made pursuant to the settlement.

9 20. A non-appearance case review regarding distribution of the settlement funds is set for  
10 07/18/2023 at 1:00 p.m. in Department S12 of the above-  
11 captioned Court.

12  
13 **IT IS SO ORDERED.**

14 Dated: 07/18/2023



A handwritten signature in cursive script that reads "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl  
Judge of the Superior Court