

10/26/2023

By: R. Arraiga Deputy

VS.

-1-

1 B. The Court granted final approval of the Settlement
2 Agreement on September 21, 2023, certified the settlement class
3 with no opt-outs, and found that the Settlement Agreement was
4 fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class": all current and former hourly non-exempt
7 employees who worked as Dispatchers/CSR; Install Coordinators;
8 Installer; Plumbing Service Techs; and Sales Techs for any of
9 the Defendants in California at any time between May 17, 2017
10 and the date of preliminary approval or August 1, 2022,
11 whichever date is earlier. (§1.5)

12 "Class Period": May 17, 2017 and the date of preliminary
13 approval or August 1, 2022, whichever is earlier. (§1.12)

14 "Aggrieved Employee": all current and former hourly non-
15 exempt employees who worked as Dispatchers/CSR; Install
16 Coordinators; Installer; Plumbing Service Techs; and Sales Techs
17 for any of the Defendants in California at any time between
18 February 25, 2020 and the date of preliminary approval or August
19 1, 2022, whichever date is earlier. (§1.4)

20 "PAGA Period": February 25, 2020 and the date of
21 preliminary approval or August 1, 2022, whichever is earlier.
22 (§1.31)

23 IT IS ORDERED, ADJUDGED AND DECREED:
24
25

1 1. Plaintiff Benny Steinfield, as an individual and on
2 behalf of all others similarly situated and aggrieved, shall
3 take from Defendants Reliance Home Services, Inc., a California
4 corporation, and Ron S. Eshel, an individual, as set forth in
5 the Parties' Settlement Agreement and the Court's Approval Order
6 entered September 21, 2023.

7 2. Defendants must pay Plaintiffs the Gross Settlement
8 Amount (GSA) of \$305,000. The Net Settlement Amount is the GSA
9 minus the following:

10 a. \$101,666.67 for attorney fees to Class Counsel,
11 Crosner Legal, P.C;

12 b. \$12,083.06 for attorney costs to Class Counsel;

13 c. \$5,000 for a service award to the class
14 representative, Benny Steinfield;

15 d. \$7,550 for settlement administration costs to LYM
16 Group, Inc.;

17 e. \$30,000 (75% of \$40,000 PAGA penalty) to the
18 LWDA.
19

20 The employer's share of payroll taxes will be paid
21 separately by Defendant in addition to the GSA. (§14.)

22 3. Effective on the date when Defendants fully fund the
23 entire Gross Settlement Amount and funds all employer payroll
24 taxes owed on the Wage Portion of the Individual Class Payments,
25

1 Plaintiff, Class Members, and Class Counsel will release claims
2 against all Released Parties as follows: (§5)

3 Release by Participating Class Members: All Participating
4 Class Members, on behalf of themselves and their respective
5 former and present representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, release Released
7 Parties from (i) all claims that were alleged, or reasonably
8 could have been alleged, based on the Class Period factual
9 allegations pleaded in the Operative Complaint. Except as set
10 forth in Section 6.3 of this Agreement, Participating Class
11 Members do not release any other claims, including claims for
12 vested benefits, wrongful termination, violation of the Fair
13 Employment and Housing Act, unemployment insurance, disability,
14 social security, workers' compensation, or claims based on facts
15 occurring outside the Class Period. (§5.2)

17 Release by Non-Participating Class Members Who Are
18 Aggrieved Employees: All Non-Participating Class Members who are
19 Aggrieved Employees are deemed to release, on behalf of
20 themselves and their respective former and present
21 representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, the Released Parties from all claims
23 for PAGA penalties that were alleged, or reasonably could have
24 been alleged, based on the PAGA Period factual allegations
25 pleaded in the Operative Complaint and the PAGA Notice. (§5.3)

1 Named Plaintiff provides a general release and CC § 1542
2 waiver. (§5.1)

3 4. All uncashed settlement checks, plus interest, must be
4 delivered to the California State Controller's Unclaimed
5 Property Division in the name of the Class Member/Aggrieved
6 Employee who did not cash his or her check.

7 5. Pursuant to California Rules of Court, Rule 3.769(h),
8 the Court retains jurisdiction over the parties with respect to
9 enforcement of this Judgment under California Code of Civil
10 Procedure Section 664.6.

11 CLERK TO GIVE NOTICE.

12 DATED: October 26, 2023



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge