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SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MICHAEL FLORES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WE CARE PLUMBING, HEATING & AIR,
LLC; RUSSELL COCHRAN, an individual; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: CVRI2303843

*[Assigned for all purposes to the Hon.
Stephen Gallon in Dept. M301]*

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: July 16, 2025
Time: 8:30 a.m.
Dept: M301

Action Filed: July 27, 2023
Trial Date: None Set

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

1 This matter came on regularly for hearing before this Court on July 16, 2025, at 8:30 a.m.,
2 pursuant to California Rule of Court 3.769 and this Court's December 19, 2024 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement (herein "Settlement Agreement" or
5 "Settlement")¹ and the documents and evidence presented in support thereof, and recognizing the
6 disputed factual and legal issues involved in this case, the risks of further prosecution and the
7 substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court
8 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is
9 the product of good-faith, arm's-length negotiations between the parties. Good cause appearing
10 therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
11 Settlement and ORDERS as follows:

12 1. Final judgment is hereby entered in conformity with the Settlement Agreement
13 and this Final Approval Order.

14 2. The conditional class certification contained in the Preliminary Approval Order is
15 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
16 Class defined as:

17 All current and former non-exempt employees who are or were employed
18 by Defendant We Care Plumbing, Heating & Air, LLC, and who worked at
19 least one shift in California from July 27, 2019 through June 30, 2024 (the
"Class Period").

20 3. Plaintiff Michael Flores is hereby confirmed as Class Representative, and Paul K.
21 Haines and Sean M. Blakely of Haines Law Group, APC, and Young W. Ryu of LOYR, PAC are
22 hereby confirmed as Class Counsel.

23 4. On March 17, 2025, notice was provided to the Settlement Class as set forth in the
24 Settlement. The form and manner of notice were approved by the Court on December 19, 2024,
25 and the notice process has been completed in conformity with the Court's Order. The Court finds
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27 ¹ The Stipulation of Settlement (herein "Settlement Agreement" or "Settlement") was filed on
28 December 6, 2024 and was attached as Exhibit 1 to the Declaration of Sean M. Blakely in Support
of Plaintiff's Supplemental Brief. Unless otherwise indicated, all terms used in this Order and
Final Judgment shall have the same meaning as that assigned to them in the Settlement.

1 that said notice was the best notice practicable under the circumstances. The court-approved Class
2 Notice provided due and adequate notice of the proceedings and matters set forth therein,
3 informed Settlement Class members of their rights, and fully satisfied the requirements of
4 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5 5. The Court finds that no Settlement Class member objected to the Settlement, that
6 one (1) of the 533 Settlement Class members has opted out of the Settlement, and that the 99.81%
7 participation rate in the Settlement supports final approval. The individual who requested
8 exclusion is Matthew Long. The Court finds that the one Settlement Class member returned an
9 incomplete Objection Form stating no basis for the objection and that the Settlement
10 Administrator reached out to the Settlement Class member who submitted the Objection Form
11 but was unable to contact the Settlement Class member. The Court finds that to the extent the
12 incomplete Objection Form is considered an objection, it is overruled.

13 6. The Court hereby approves the settlement as set forth in the Settlement Agreement
14 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
15 according to its terms.

16 7. For purposes of settlement only, the Court finds that (a) the members of the
17 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
18 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
19 community of interest among members of the Settlement Class with respect to the subject matter
20 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
21 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
22 interests of the Settlement Class members; (e) a class action is superior to other available methods
23 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
24 counsel for the Class Representative and the Settlement Class.

25 8. The Court finds that given the absence of objections to the Settlement, and
26 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
27 this Order is signed.

28 9. The Court orders Defendant to deliver the Gross Settlement Amount of One

1 Million Nine Hundred Ninety-Eight Thousand Six Hundred Forty-Six Dollars and Eighty-Three
2 Cents (\$1,998,646.83) to Phoenix Settlement Administrators, the Settlement Administrator,
3 within fifteen (15) calendar days of the Effective Date.

4 10. Settlement Award and/or PAGA Payment checks shall be negotiable for one
5 hundred eighty (180) days after the date of their issuance. Any Settlement funds that remain
6 uncashed after one hundred eighty (180) calendar days after the date of issuance shall be canceled
7 and funds associated with such checks shall be sent to the State Controller's Office pursuant to
8 the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement
9 Class member to whom the check was issued, until such time that they claim their property.

10 11. The Court finds that the Settlement Awards and PAGA Payments, as provided for
11 in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
12 distribute the individual payments in conformity with the terms of the Settlement. The Court
13 further orders that any envelop transmitting a Settlement Award to a Settlement Class member
14 shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
15 The Court further orders that the Settlement Administrator shall mail a reminder postcard to any
16 Settlement Class member whose Settlement Award and/or PAGA Payment check has not been
17 negotiated within sixty (60) days after the initial date of mailing. The Court further orders that if
18 any of the Settlement Class members are Defendant's current employees and the Settlement
19 Award and/or PAGA Payment mailed to those current employees is returned to the Settlement
20 Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid
21 mailing address, the Settlement Administrator shall arrange with Defendant to have those
22 settlement checks delivered to the employees at their place of employment.

23 12. The Court finds that enhancement payment in the amount of \$10,000.00 for the
24 Plaintiff is appropriate for his risks undertaken and service to the Settlement Class. The Court
25 finds that this payment is fair, reasonable, and adequate, and orders that the Settlement
26 Administrator make this payment in conformity with the terms of the Settlement.

27 13. The Court finds that attorneys' fees in the amount of \$666,215.61 for Class
28 Counsel are fair, reasonable, and adequate in light of the common fund created by the Settlement,

1 and orders that the Settlement Administrator distribute these payments to Class Counsel in
2 conformity with the terms of the Settlement, divided as follows: \$433,040.15 (equivalent to 65%
3 of the total fee award) to Haines Law Group, APC; and \$233,175.46 (equivalent to 35% of the
4 total fee award) to LOYR, APC.

5 14. The Court finds that reimbursement of actual litigation costs of \$23,452.06 for
6 Class Counsel are fair, reasonable, and adequate, and orders the Settlement Administrator to
7 distribute these payments to Class Counsel in conformity with the terms of the Settlement, divided
8 as follows: \$16,654.08 to Haines Law Group, APC; and \$6,797.98 to LOYR, APC.

9 15. The Court orders that the Settlement Administrator shall be paid \$12,000.00 from
10 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
11 done and to be done until the completion of this matter and finds that sum appropriate.

12 16. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$37,500.00 for its 75% share of the \$50,000.00
14 settlement of Plaintiff's representative claims under the California Labor Code Private Attorneys
15 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator
16 to distribute this payment to the LWDA in conformity with the terms of the Settlement. The
17 remaining 25% or \$12,500.00 of the PAGA Amount is to be distributed to the 317 Settlement
18 Class members employed by Defendant at any time during the PAGA Period in conformity with
19 the terms of the Settlement.

20 17. The Settlement is not an admission by Defendant, nor is this Order and Final
21 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither
22 this Order and Final Judgment, the Settlement, nor any document referred to herein, nor any action
23 taken to carry out the Settlement, shall be construed or deemed an admission of liability,
24 culpability, or wrongdoing on the part of Defendant.

25 18. As of the date of the Effective Date, and upon the complete funding of the Gross
26 Settlement Amount, Plaintiff and every member of the Settlement Class, except Matthew Long,
27 who submitted a timely Request for Exclusion, shall fully release and discharge Defendant and
28 all of their present and former officers, directors, employees, agents, and Russell Cochran

(collectively the “Released Parties”) of all claims, causes of action, and legal theories alleged in the operative First Amended Class and Representative Action Complaint (“FAC”) and those based solely upon the facts alleged in the FAC, including: (a) failure to pay minimum wages; (b) failure to pay all overtime wages; (c) failure to provide all meal periods in accordance with California law; (d) failure to authorize and permit all rest periods in accordance with California law; (e) failure to furnish accurate and itemized wage statements; (f) failure to pay all wages owed upon separation of employment; (g) failure to reimburse for all necessary business expenses; and (h) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories of relief pled in the FAC (collectively, the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

19. In addition, Plaintiff and the State of California shall release the Released Parties from all claims for civil penalties under PAGA arising from April 20, 2022 through June 30, 2024 (“PAGA Period”) as disclosed in Plaintiff’s April 20, 2023 Notification Letter to the LWDA (“the “Released PAGA Claims”).

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order, and the Judgment entered in connection with the Settlement. The Settlement Administrator shall give notice of this Judgment by posting this Final Judgment on its website.

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1 21. The Settlement Administrator shall file a declaration regarding the disbursement
2 of Settlement funds on or before July 16, 2026. A Non-Appearence Report Hearing is set for

3 July 30, 2026 at 8:30am

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5 **IT IS SO ORDERED.**

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7 Dated: 11-12, 2025

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10 Honorable Stephen Gallon
11 Judge of the Superior Court
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