

1 Tyler Woods (SBN 232464)
2 tyler.woods@wilshirelawfirm.com
3 James Yoo (SBN 310680)
4 james.yoo@wilshirelawfirm.com
5 Ruby Carrera (SBN 343745)
6 ruby.carrera@wilshirelawfirm.com
7 Alan Wilcox (SBN 287476)
8 alan.wilcox@wilshirelawfirm.com
9 Lucy Nguyen (SBN 338783)
10 lucy.nguyen@wilshirelawfirm.com
11 **WILSHIRE LAW FIRM, PLC**
12 660 S. Figueroa Street, Sky Lobby
13 Los Angeles, CA 90017
14 Telephone: (213) 381-9988
15 Facsimile: (213) 381-9989

16 *Attorneys for Plaintiff*

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **FOR THE COUNTY OF ORANGE**

19 BENJAMIN STEIDL, on behalf of the State of
20 California and other aggrieved persons,

21 *Plaintiff,*

22 v.

23 Z3 PLUMBING CORP., a California
24 corporation; and DOES 1 through 10, inclusive,

25 *Defendant.*

Case No.: 30-2023-01365173-CU-OE-CJC

PAGA REPRESENTATIVE ACTION

*[Assigned for all purposes to Nico A.
Dourbetas, Dept. C13]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION TO
APPROVE PAGA SETTLEMENT**

Reservation No.: 74731972

Approval Hearing Date

Date: April 03, 2026
Time: 9:30 a.m.
Dept.: C13

Complaint Filed: November 29, 2023
Trial Date: Not set

1 **[PROPOSED] ORDER**

2 This matter came on for hearing on April 03, 2026 at 9:30 a.m. in Department C13 of
3 the above-entitled Court, the Honorable Nico A. Dourbetas presiding. Based on the pleadings
4 on record, all papers submitted in connection with Plaintiff's Notice of Motion and Motion to
5 Approve PAGA Settlement (the "Motion"), and for good cause appearing, Plaintiff's Motion is
6 GRANTED.

7 The Court approves the PAGA Settlement Agreement ("Settlement") entered into by
8 Plaintiff Benjamin Steidl ("Plaintiff") and Defendant Z3 Plumbing Corp. ("Defendant", and
9 together with Plaintiff, the "Parties"), and hereby ORDERS as follows:

10 1. Defendant shall pay the Gross Settlement Amount of \$75,000.00 according to the
11 terms of the Settlement.

12 2. The Net Settlement Amount means the Gross Settlement Amount minus the
13 following: (a) \$25,000.00 allocated to Attorneys' Fees; (b) \$18,000.00 allocated to litigation costs;
14 (c) \$10,000.00 allocated to Settlement Administrator Costs; and (d) \$5,000.00 allocated to Plaintiff
15 as a Service Award.

16 (a) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
17 PLC, of Attorneys' Fees in the amount of Twenty-Five Thousand Dollars
18 and Zero Cents (\$25,000.00), to be paid from the Gross Settlement Amount.

19 (b) The Court approves payment to Plaintiff's counsel, Wilshire Law Firm,
20 PLC, of litigation costs in the amount of Thirteen Thousand Eight Hundred
21 and Sixty-Nine Dollars and Eighteen Cents (\$13,869.18), to be paid from
22 the Gross Settlement Amount.

23 (c) The Court approves payment to the Settlement Administrator, Phoenix
24 Settlement Administration, for its reasonable costs and fees to administer the
25 Settlement, not to exceed Ten Thousand Dollars and Zero Cents
26 (\$10,000.00), to be paid from the Gross Settlement Amount.

27 (d) The Court approves Five Thousand Dollars and Zero Cents (\$5,000.00) to
28 be paid to Plaintiff as a Service Payment for his efforts as a named plaintiff

and representative for other PAGA Employees and the State of California,
to be paid from the Gross Settlement Amount.

3. Of the Net Settlement Amount, 75% is allocated to the California Labor and Workforce Development Agency (“LWDA”); and 25% is allocated to the Individual PAGA Payments.

4. The “PAGA Period” is defined as the period from November 22, 2022, to December 31, 2024.

5. “Aggrieved Employees” means a person employed by Z3 Plumbing Corp. in California and classified as a non-exempt or hourly-paid employee who worked for Z3 Plumbing Corp. during the PAGA Period.

6. Effective on the date when Z3 fully funds the entire Gross Settlement Amount, Plaintiff and PAGA Counsel release claims against all Released Parties as follows:

(a) Plaintiff’s Release: Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period and through the Effective Date, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint and the PAGA Notice (“Plaintiff’s Release”). The release specifically includes, without limitation cause of action against Z3 for civil penalties under the PAGA for Z3’s alleged violations of the

(b) Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Complaint, and the PAGA Notice. The release specifically

includes, without limitation cause of action against Z3 for civil penalties under the PAGA for Z3's alleged violations of the California Labor Code and California and federal wage and hour laws during or before the PAGA Period pertaining to the failure to pay for all hours worked (minimum, straight time, and overtime wages), failure to provide legally compliant meal periods, failure to authorize and permit rest periods, failure to timely pay final wages at termination, failure to furnish accurate itemized wage statements, and failure to indemnify for necessary business expenditures.

7. The Court directs Defendant to fully fund the Gross Settlement Amount by paying \$32,500.00 to the administrator within 30 days of the Effective Date and \$32,500.00 within 60 days of the Effective Date, and \$10,000.00 within 90 days of the Effective Date.

8. The amount of each Aggrieved Employee's Individual PAGA Payment will be calculated as follows: (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

9. The Court directs the Parties and the Settlement Administrator to carry out the terms of the Settlement.

10. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction over the Parties to enforce the Settlement until performance in full of the Settlement's terms.

11. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7) days of the entry of the Order.

12. The above-referenced action and all claims asserted by Plaintiff individually and in a representative capacity are hereby dismissed with prejudice.

13. Plaintiff shall give notice.

1 DATE:

Honorable Hon. Nico A. Dourbetas
Orange County Superior Court