

06/13/2025

Clad Fluke, Executive Officer / Clerk of the Court

By: Daniel Labrecque Deputy  
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Attorneys for Plaintiff Carl Searle

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF ALAMEDA**

CARL SEARLE,

Plaintiff,

vs.

SERVICE EXPERTS - CALIFORNIA, LLC; and  
DOES 2-100, inclusive,

Defendants.

Case No.: 23CV056732

**~~PROPOSED~~ ORDER PRELIMINARILY  
APPROVING CLASS AND  
REPRESENTATIVE ACTION  
SETTLEMENT**

**Reservation No.: A-56732-001**

**Hearing Date: May 23, 2025**  
**Time: 2:00 p.m.**  
**Dept.: 520**  
**Judge: Hon. Julia Spain**

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL**

On May 23, 2025, Plaintiff Carle Searle’s (“Plaintiff”) Motion for Preliminary Approval of the proposed Settlement of this action on the terms set forth in the Stipulation and Settlement of Class Action and PAGA Claims (the “Settlement”) came on for hearing before this Court. Robert J. Wassermann appeared on behalf of Plaintiff and Alison Tsao appeared on behalf of Defendant. Having considered the Settlement and all papers and proceedings held herein, including the arguments presented at the hearing, having reviewed the entire record in this action, Case No. 23CV056732, entitled *Searle v. Service Experts – California, LLC* (the “Action”), and good cause appearing, the Court finds that:

1 WHEREAS, Plaintiff has alleged claims against Defendant Service Experts – California,  
2 LLC (“Defendant”) on behalf himself and of others similarly situated, and as representative of the  
3 State of California comprising of: “all current and former non-exempt hourly employees of  
4 Defendant during the Class Period”.

5 WHEREAS, Plaintiff assert putative class and representative claims against Defendant for  
6 (1) Failure To Pay All Minimum and Regular Wages; (2) Failure to Pay All Overtime Wages; (3)  
7 Failure To Provide Meal Periods; (4 ) Failure To Provide Rest Breaks; (5) Failure To Provide  
8 Accurate, Itemized Wage Statements; (6) Failure To Timely Pay All Wages; (7) Failure To  
9 Reimburse All Business Expenses; (8) Violation of Business and Professions Code §§ 17200, *et*  
10 *seq*; and (9) Enforcement of the Private Attorneys General Act (“PAGA”) (Cal. Labor Code §  
11 2698, *et seq.*).

12 WHEREAS, Defendant expressly denies the allegations of wrongdoing and violations of  
13 law alleged in this Action, and further denies any liability whatsoever to Plaintiff, the Class  
14 Members, or the Aggrieved Employees.

15 WHEREAS, without admitting any liability, claim, or defense, Plaintiff and Defendant  
16 (collectively, the “Parties”) determined that it was mutually advantageous to settle this Action and  
17 to avoid the costs, delay, uncertainty, and business disruption of ongoing litigation.

18 WHEREAS, the Parties agreed to resolve the Action and entered into the Settlement which  
19 provides for entry of judgment as to the claims asserted in the Action against Defendant on the  
20 terms and conditions set forth therein, subject to the approval of this Court.

21 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

22 1. All defined terms contained herein shall have the same meanings as set forth in the  
23 Parties’ Stipulation and Settlement of Class Action and PAGA Claims (the “Settlement” or  
24 “Stipulation”), which was submitted as **Exhibit 1** to the Declaration of Robert J. Wassermann in  
25 Support of Motion for Preliminary Approval.  
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1           2.       The Class Representative and Defendant, through their counsel of record, have  
2 reached an agreement to settle the litigation on behalf of the Class and Aggrieved Employees as a  
3 whole.

4           3.       The Court hereby conditionally certifies the following Class for settlement  
5 purposes only: “all current and former non-exempt hourly employees of Defendant during the  
6 Class Period.”

7           4.       The Class Period runs from December 18, 2019, through May 14, 2025.

8           5.       Should, for whatever reason, the Settlement not become a final judgment, the fact  
9 that the Parties were willing to stipulate to certification of a class as part of the Settlement shall  
10 have no bearing on, or be admissible in connection with, the Litigation or the issue of whether a  
11 class should be certified in the Litigation in a non-settlement context.

12           6.       The Court appoints and designates: (a) Plaintiff Carl Searle as the Class  
13 Representative and (b) Robert J. Wassermann, Jenny D. Baysinger, and Mayall Hurley P.C. as  
14 Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect  
15 to all acts or consents required by, or which may be given, pursuant to the Settlement, and such  
16 other acts reasonably necessary to finalize the Settlement and its terms. Any Class Member may  
17 enter an appearance through his or her own counsel at such Class Member’s own expense. Any  
18 Class Member who does not enter an appearance or appear on his or her own behalf will be  
19 represented by Class Counsel.  
20

21           7.       The Court hereby grants preliminary approval of the Settlement as fair, reasonable,  
22 and adequate in all respects to the Class Members and ORDERS the Parties to consummate the  
23 resolution in accordance with the terms of the Settlement.

24           8.       The Court hereby preliminarily approves the Settlement, the total Gross Settlement  
25 Amount in the amount of \$150,000, and the allocations of the following amounts from the total  
26 Gross Settlement Amount: (1) a total of \$50,000 to Class Counsel for attorneys’ fees; (2) a total  
27 of up to \$1,000.00 for reimbursement of Class Counsel’s reasonable litigation costs necessary to  
28 prosecute and settle this litigation and administer the Settlement; (3) \$5,000.00 for the Class

1 Representative Enhancement Payment for Plaintiff's services to the Class; (4) settlement  
2 administration costs not to exceed \$6,000.00; (5) a payment of \$11,250 to the LWDA, which  
3 represents 75% of the PAGA Payment; and (6) the remaining net settlement fund of \$76,750, which  
4 includes the \$3,750 reserved for the PAGA Aggrieved Employees, will be distributed to  
5 Participating Class Members and PAGA Aggrieved Employees based on the number of  
6 workweeks employed by Defendant.

7  
8 9. The Court finds on a preliminary basis that the Settlement appears to be within the  
9 range of reasonableness of a settlement, including the amount of the PAGA penalties, Class  
10 Representative Enhancement Payment, Class Counsel's attorneys' fees and costs, the Settlement  
11 Administration Costs, and the allocation of payments to the Class Members, that could ultimately  
12 be given final approval by this Court. It appears to the Court on a preliminary basis that the  
13 Settlement is fair, adequate, and reasonable as to all potential Class Members when balanced  
14 against the probable outcome of further litigation relating to liability and damages issues. It also  
15 appears that extensive investigation, research, and negotiations have been conducted so that  
16 counsel for the Parties are able to reasonably evaluate their respective positions. It appears to the  
17 Court that settlement at this time will avoid substantial additional costs by the Parties and avoid  
18 the delay and risks that would be presented by the further prosecution of the Action. It also appears  
19 that the Settlement has been reached as a result of intensive, serious, and non-collusive arms-length  
20 negotiations.

21 10. The Court hereby approves, as to form and Content, the Parties' Stipulation and  
22 Settlement of Class Action and PAGA Claims ("Settlement), which was submitted as Exhibit 1 to  
23 the Declaration of Robert J. Wassermann in Support of Motion for Preliminary Approval,  
24 including without limitation, the scope of the class and PAGA releases contained in Section 4.01  
25 and 4.02, respectively, of the Parties' Settlement and the provision directing the settlement  
26 administrator to send unclaimed funds by settlement class members to the State of California's  
27 State Controller's Unclaimed Property Funds with identification of the amount of unclaimed funds  
28 attributable to each Class Member (Sec. 3.06(h)).

1           11. The Court hereby approves, as to form and content, the Class Notice, which is  
2 attached to the Settlement as “**Exhibit A,**” to be sent to the Class Members. The Court finds that  
3 distribution of the Class Notice to Class Members substantially in the manner and form set forth  
4 in the Settlement and this Class Notice meets the requirements of due process and shall constitute  
5 due and sufficient notice to all parties entitled thereto.

6           12. The Court appoints and designates Apex Class Action Administration as the  
7 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
8 approved Class Notice to the Class Members within ten (10) calendar days of receipt of the Class  
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11 List from Defendant (which itself shall be provided to the Settlement Administrator within twenty-  
12 one (21) calendar days after this Preliminary Approval Order), in conformity with the Settlement.

13           13. Any Class Member may choose to opt out of, and be excluded from, the settlement  
14 as provided in the Settlement, except as to the release of claims under the Private Attorney General  
15 Act, Cal. Lab. Code § 2698, *et seq.*, (“PAGA”) and such Class Member’s corresponding settlement  
16 as an aggrieved employee under the PAGA, by following the instructions set forth in the Class  
17 Notice, for requesting exclusion. Any person who timely and properly opts out of the Settlement  
18 will not be bound by the Settlement, except as to the release of claims under the PAGA, or have  
19 any right to object, appeal, or comment thereon. Any Opt-Out request must be in writing, clearly  
20 state that the Class Member wishes to be excluded from the settlement of the Litigation, be signed  
21 by each such Class Member opting out, and must otherwise comply with the requirements  
22 delineated in the Settlement and Class Notice. Class Members who have not requested exclusion  
23 by submitting a proper and timely Opt-Out request that is postmarked no later than the Opt-Out  
24 Deadline, shall be bound by all determinations of the Court, the Settlement, and Judgment.

25           14. The Motion for Final Approval shall be filed no later than sixteen (16) court days  
26 before the Final Approval Hearing.

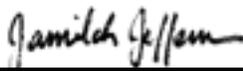
27           15. The Court reserves the right to adjourn or continue the date of the Final Approval  
28 Hearing and all dates provided for in the Settlement without further notice to the Class and retains

1 jurisdiction to consider all further applications arising out of or connected with the Settlement.

2 16. The "Final Approval Hearing" shall be held before this Court on  
3 Tuesday at 10:00 AM in Department 520 of the Superior Court of the State of  
4 California, County of Alameda to determine all necessary matters concerning the Settlement,  
5 including whether the proposed settlement of the Litigation on the terms and conditions provided  
6 for in the Settlement Agreement is fair, adequate, and reasonable and should be finally approved  
7 by the Court and whether a Judgment, as provided in the Settlement, should be entered herein. At  
8 this same time, a hearing on Class Counsel's motion for an award of attorneys' fees, reimbursement  
9 of litigation costs, and the Class Representative Enhancement Award shall also be held.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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12  
13 DATED: 06/12/2025

  
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~~Hon. Julia Spain~~  
Judge of the Alameda County Superior Court  
**Jamilah A. Jefferson / Judge**

<b>SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</b>	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Hayward Hall of Justice 24405 Amador Street, Hayward, CA 94544	<b>FILED</b> Superior Court of California County of Alameda 06/13/2025 Chad Finke, Executive Officer / Clerk of the Court
PLAINTIFF/PETITIONER: Carl Searle	By: <u><i>Danielle Labrecque</i></u> Deputy D. Labrecque
DEFENDANT/RESPONDENT: Service Experts Heating, Plumbing, & Air Conditioning et al	
<b>CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</b>	CASE NUMBER: 23CV056732

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order [PROPOSED] ORDER PRELIMINARILY APPROVING CLASS AND REPRESENTATIVE ACTION SETTLEMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Marianne Catherine Koepf  
CDF Labor Law LLP  
mkoepf@cdflaborlaw.com

Robert J. Wassermann  
Mayall Hurley P.C.  
rwassermann@mayallaw.com

Dated: 06/13/2025

Chad Finke, Executive Officer / Clerk of the Court

By:

*Danielle Labrecque*

D. Labrecque, Deputy Clerk