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on behalf of herself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF LOS ANGELES**

18 YAHAIIRA ZELAYA, an individual on
19 behalf of herself and all others similarly
situated,

20 Plaintiff,

21 vs.

22 HYDRO SYSTEMS, INC, a California
23 corporation; and DOES 1 through 50,
inclusive,

24 Defendants.

Case No.: 22STCV38300

CLASS ACTION

Assigned for All Purposes To:
Hon. William F. Highberger

**[PROPOSED] ORDER GRANTING
(1) PRELIMINARY APPROVAL OF
THE CLASS ACTION SETTLEMENT;
(2) APPROVING NOTICE OF
SETTLEMENT; AND (3) SETTING
HEARING FOR FINAL APPROVAL**

Hearing

Date: May 12, 2026
Time: 10:30 a.m.
Dept: SS-10

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RECITALS

On January 29, 2026, Plaintiff Yahaira Zelaya (“Named Plaintiff”), individually and on behalf of the Class, and named Defendant Hydro Systems, Inc. (“Defendant”) entered into a class action settlement, the terms and conditions of which are set forth in the Parties’ Class Action and PAGA Settlement Agreement (collectively, the “Settlement” or “Settlement Agreement”). Unless otherwise provided in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement Agreement.

The motion of the Named Plaintiff for an order preliminarily approving the settlement of this action, approving the form notice of settlement, and setting a final approval hearing came on for hearing in Department SS-10 of this Court on May 12, 2026.

This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and Authorities in support, the Declarations in support, the Settlement Agreement, the proposed form of Class Notice, and the oral argument presented to the Court, finds that: (1) the proposed settlement appears fair, reasonable, and adequate, and that a final hearing should be held after notice to the Class (defined below) of the proposed settlement to determine if the Settlement Agreement and settlement are fair, reasonable, and adequate such that a Final Order and Judgment should be entered in this action based upon the Settlement Agreement and (2) the PAGA Settlement Payment is fair and adequate and the PAGA Settlement Payment should be approved.

THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:

ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND

APPOINTMENT OF CLASS REPRESENTATIVE AND CLASS COUNSEL

1. The Court finds that certification of the following class, for settlement purposes only, is appropriate:

“all persons employed by Defendant in California and classified as non-exempt, hourly employees who worked for Defendant at any time between February 5, 2021 through January 6, 2025.”

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1 2. The Court grants preliminary approval of the terms and conditions contained in the
2 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
3 range of possible approval at the final approval hearing.

4 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
5 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
6 the absence of class certification and settlement, each individual Class Member would have to
7 litigate core common issues of law and fact, all relating to Defendant's alleged wage-and-hour
8 violations asserted in the action; (iii) the typicality requirement because the Named Plaintiff and the
9 Class Members' claims all arise from the same alleged events and course of conduct, and are based
10 on the same legal theories; and (iv) the adequacy of representation requirement because the Named
11 Plaintiff has the same interests as all members of the Class, and she is represented by experienced
12 and competent counsel.

13 4. The Court further finds, preliminarily and for settlement purposes only, that common
14 issues predominate over individual issues in this litigation and that class treatment is superior to the
15 other means of resolving this dispute. Employing the class device here will not only achieve
16 economies of scale for Class Members with individual claims, but also conserve the resources of
17 the judicial system and preserve public confidence in the integrity of the system by avoiding the
18 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
19 adjudications of similar issues and claims.

20 5. For settlement purposes only, the Court finds that the Named Plaintiff, Yahaira
21 Zelaya, is an adequate representative and appoints her as such. The Court further finds that Natalie
22 Haritoonian and Matthew Carraher of D.Law, Inc., David Yeremian of David Yeremian &
23 Associates, Inc., and Sahag Majarian of Majarian Law Group APC, have adequately represented the
24 Named Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

25 6. The Court appoints Apex Class Action, LLC to perform the duties of a Settlement
26 Administrator for the purpose of issuing the Class Notice and administering the Settlement.

27 7. The Court recognizes that certification under this Order is for *settlement purposes*
28 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part

1 of Defendant, that this action is appropriate for class treatment for litigation purposes. Entry of this
2 Order is without prejudice to the rights of Defendant to oppose class certification in the action,
3 should the proposed Settlement Agreement not be granted final approval.

4 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

5 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice to
6 the Settlement Agreement. The Court finds, on a preliminary basis, that the Settlement Agreement
7 appears to be within the range of reasonableness of a settlement that could ultimately be given final
8 approval by this Court. It appears to the Court on a preliminary basis that:

9 a. The settlement amount is fair and reasonable to all Class Members when
10 balanced against the probable outcome of further litigation relating to liability and damages issues;

11 b. Extensive and costly investigation and research have been conducted such
12 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

13 c. Settlement at this time will avoid additional substantial costs, such as those
14 that have already been incurred by both parties, as well as avoid the delay and risks that would be
15 presented by the further prosecution of this litigation; and

16 d. The proposed settlement has been reached as the result of intensive, serious,
17 and non-collusive arm's-length negotiations after an all-day mediation with Jason Marsili,
18 mediator's proposal, and months of additional negotiation between the parties led by Mr. Marsili.

19 9. The Court further approves the following representative group of employees as
20 governed by the Settlement Agreement with respect to the PAGA Claim:

21 "All persons employed by Defendant in California and classified as non-exempt,
22 hourly employees who worked for Defendant at any time between December 8, 2021
23 through January 6, 2025."

24 10. The Court grants approval of the PAGA Settlement Payment pursuant to the terms
25 and conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
26 settlement are fair and reasonable and approves the PAGA settlement pursuant to Labor Code
27 § 2699(1)(2).

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1 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
2 object to, the PAGA Settlement Payment.

3 12. If the Court does not grant final approval of the Settlement Agreement, approval of
4 the PAGA settlement will be vacated.

5 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

6 **AND TIMELINE FOR SENDING CLASS NOTICE**

7 13. This Court finds that the Class Notice fairly and adequately advises the potential
8 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
9 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
10 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
11 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
12 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
13 Class Member at their last known address comports with all constitutional requirements, including
14 those of due process under the United States and California constitutions, and meets the
15 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
16 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

17 14. The Settlement Administrator shall, as soon as practicable, but no later than
18 6/12, 2026, cause the Class Notice to be mailed by first class mail to all
19 known members of the Class certified by this Court in this action to the most recent address in
20 Defendant's business records for each known member of the Class. The mailing of the Class Notices
21 directed in this Order constitutes the best notice practicable under the circumstances and sufficient
22 notice to all members of the Class.

23 15. The costs of settlement administration, including the cost of printing and mailing the
24 Class Notices shall be paid from the Settlement Amount. Such costs shall be withheld from the
25 Settlement Amount by the Settlement Administrator pursuant to the terms of the Settlement
26 Agreement.

27 16. Each member of the Class who wishes to be excluded from the Class must submit a
28 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class

1 Member who does not submit a timely request to be excluded from the Settlement consistent with
2 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,
3 even if such Class Member has previously initiated or subsequently initiates individual litigation
4 against Defendant or other proceedings encompassed by the Released Class Claims and Released
5 PAGA Claims defined in the Settlement Agreement.

6 **OBJECTIONS TO SETTLEMENT**

7 17. Any member of the Class who has not timely elected to be excluded from the Class,
8 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
9 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
10 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
11 for each objection. The Settlement Administrator will promptly transmit any objections it receives
12 to Class Counsel and Defendant's counsel.

13 18. All written objections must be signed by the Class Member or the Class Member's
14 representative and must include the information specified in the Class Notice.

15 19. A Class Member may appear either in person or through personal counsel at the Final
16 Hearing to object to the Settlement. If represented by personal counsel, the counsel will be hired at
17 the Class Member's expense.

18 20. Class Counsel and Defendant's counsel shall promptly furnish each other with copies
19 of any and all objections or written requests for exclusion that come into their possession.

20 **FINAL APPROVAL FAIRNESS HEARING**

21 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
22 the Settlement Agreement on 11/5, 2026, at 11 a.m.~~7p.m.~~ in Department 10
23 of this Court ("Final Hearing"), as set forth in the Class Notice, to determine whether the proposed
24 settlement of this action is fair, reasonable, and adequate and should be finally approved. The Court
25 will also consider at the Final Hearing whether applications for Plaintiff's attorneys' fees and costs
26 and enhancement award to the Named Plaintiff should be granted and, if so, in what amounts.

27 22. Members of the Class who have not timely elected to be excluded from the Class and
28 who object to the proposed Settlement may appear and present such objections at the Final Hearing

1 in person or by counsel, provided that the objecting Class Member complied with the requirements
2 to object to the Settlement. No person shall be heard, and no briefs or papers shall be received or
3 considered, unless the requirements to object to the Settlement have been satisfied, except as this
4 Court may permit for good cause shown.

5 23. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
6 of the final approval of the Settlement Agreement and its request for approval of the attorneys' fees,
7 litigation costs, and enhancement award no later than sixteen (16) court days prior to the Final
8 Hearing. After the Final Hearing, the Court may enter a Final Order and Final Judgment in
9 accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

10 24. All discovery and other pretrial proceedings in this action are stayed and suspended
11 until further order of this Court, except such actions as may be necessary to implement the
12 Settlement Agreement and this Order.

13 25. If, for any reason, the Court does not grant final approval of the Settlement, all
14 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
15 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

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17 **IT IS SO ORDERED.**

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19 Dated: 5/12., 2026

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21 JUDGE OF THE SUPERIOR COURT
22 William F. Highberger / Judge
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