

08/04/2026

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: jvanemmerik@moonlawgroup.com

Attorneys for Plaintiff, *Adrian Zamorano*

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

ADRIAN ZAMORANO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ECOLIFE TECHNOLOGIES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV24603

[Honorable David S. Cunningham,
Department 11]

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF ADRIAN ZAMORANO'S
MOTION FOR PRELIMINARY APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT**

[Filed with Plaintiff Adrian Zamorano's Notice
of Motion and Motion for Preliminary Approval,
Declaration of Kane Moon, and Declaration of
Plaintiff Adrian Zamorano]

PRELIMINARY APPROVAL HEARING

Date: February 11, 2026

Time: 10:00 a.m.

Dept: 11

Complaint Filed: September 23, 2024

Trial Date: Not Set

1 The Court has before it the unopposed Motion for Preliminary Approval of Class and
2 Representative Action Settlement Agreement (“Motion”) of Plaintiff Adrian Zamorano (“Plaintiff”).
3 Having reviewed the Notice of Motion, Motion, Declaration of Kane Moon, Declaration of Plaintiff
4 Adrian Zamorano, and Joint Stipulation of Class and Representative Action Settlement Agreement
5 (“Settlement”) between Plaintiff and Defendant EcoLife Technologies, Inc. (“Defendant”) (Plaintiff
6 and Defendant, the “Parties”), and good cause appearing, **THE COURT HEREBY ORDERS AS
7 FOLLOWS:**

8 1. The Settlement, which is attached to the Declaration of Kane Moon in Support of
9 Plaintiff’s Motion as **Exhibit 2**, appears to meet the requirements for preliminary approval under
10 California Code of Civil Procedure section 382 because it appears to be fair, adequate, and reasonable.
11 The Settlement appears to be fair, adequate, and reasonable because it is the result of arm’s-length
12 negotiations between the Parties and significant discovery and analysis, which enabled the Parties to
13 intelligently evaluate, litigate, and mediate the allegations. The Settlement also appears to be fair,
14 adequate, and reasonable because it obviates the need for further litigation, including litigation related
15 to class certification, liability, and damages issues; and the substantial costs, delay, and risks associated
16 with such litigation.

17 2. The Settlement states that Defendant will pay a Gross Settlement Amount of
18 \$200,000.00 and that the Gross Settlement Amount will be used to pay all payments contemplated by
19 the Settlement without exception, including, the Individual Class Payments to Participating Class
20 Members; PAGA Penalties in the amount of \$10,000.00, with sixty-five percent (65%), or \$6,500.00
21 allocated to the LWDA (the “LWDA PAGA Payment”), and thirty-five percent (35%), or \$3,500.00
22 allocated to the Aggrieved Employees (“Individual PAGA Payments”); the Class Counsel Expenses
23 Payment in an amount not to exceed \$20,000.00; the Class Counsel Fees Payment in an amount not to
24 exceed \$66,666.67 or one-third of the Gross Settlement Amount; the Class Representative Service
25 Payment in an amount not to exceed \$7,500.00; and the Administration Expenses Payment in an
26 amount not to exceed \$6,000.00. (*Settlement*, ¶¶ 3.1, *et seq.*) These terms appear to fall within the
27 range of reasonableness of a settlement which could ultimately be granted final approval by this Court.
28

1 3. The Settlement also states that the Settlement reached at mediation was based on the
2 Parties' estimated projection that the Class Members worked 2,167 Workweeks during the Class
3 Period. (*Settlement*, ¶ 7.0.) Should the Parties discover that the Class Members worked in excess of
4 2,384 Workweeks during the Class Period (i.e., in excess of 10% of the 2,167 estimated Workweek
5 count), Defendant, at its sole discretion, shall either shorten the Class Period to reduce the number of
6 shifts below or at 2,384 Workweeks or increase the Gross Settlement Amount proportionally for
7 Workweek amounts over 2,384 Workweeks. (*Id.*) If Defendant elects to increase the Net Settlement
8 Amount as set forth in Paragraph 7.0 of the Settlement, Defendant shall be responsible for funding that
9 amount in addition to any sums owed as part of the Gross Settlement Amount. (*Id.*)

10 4. The Class includes all current and former non-exempt, hourly paid employees who
11 worked for Defendant in California at any time from September 23, 2020, through March 26, 2025.
12 (*Settlement*, ¶ 1.4.) The Class is provisionally certified for settlement purposes only because it appears
13 to meet the requirements for certification under California Code of Civil Procedure section 382. In
14 particular, (1) the Class is ascertainable and so numerous that joinder is impractical; (2) the Class
15 shares common questions of law and fact, which predominate over individual issues; (3) Plaintiff's
16 claims are typical of the claims of the Class; (4) Plaintiff and Class Counsel will fairly and adequately
17 protect the interests of the Class; and (5) a class action is superior to other available methods for the
18 fair and efficient adjudication of the controversy. The Court notes that Class Members who do not
19 request exclusion from the Settlement may object thereto and raise their objections at the Final
20 Fairness Hearing on the Settlement.

21 5. Aggrieved Employees include all current and former non-exempt, hourly paid
22 employees who worked for Defendant in California at any time from September 2, 2023, through
23 March 26, 2025. (*Settlement*, ¶ 1.3.)

24 6. Effective on the date Defendant fully funds the entire Gross Settlement Amount and
25 any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments,
26 Plaintiff, Participating Class Members, and Aggrieved Employees will release claims against all
27 Released Parties as follows:

- 1 (a) “Released Parties” means Defendant, together with its affiliates, shareholders,
2 parents, officers, directors, employees, owners, and agents. (*Settlement*, ¶
3 1.40.)
- 4 (b) Plaintiff’s Release. Plaintiff fully releases and discharges the Released Parties
5 from any and all claims, known and unknown, under federal, state and/or local
6 law, statute, ordinance, regulation, common law, or other source of law,
7 against Defendant, including (i) all claims based on violation of Labor Code
8 sections 200, 201, 202, 203, 204, 208, 210, 218.5, 218.6, 221, 222, 223, 226,
9 226.2, 226.3, 226.7, 227.3, 246, 256, 510, 512, 558, 1174, 1174.5, 1182.12,
10 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, and 2699(f)(2), any California
11 Industrial Commission Wage Order, California Code of Regulations, Title 8,
12 Sections 11040, *et seq.*, California Business and Professions Code sections
13 17200, *et seq.*, and California Code of Civil Procedure section 1021.5; (ii) all
14 claims for or related to alleged unpaid wages, minimum wages, regular rate of
15 pay, hours worked, overtime or double time wages, bonus and incentive pay,
16 sick pay, timely payment of wages at separation, wage statements, meal
17 periods and meal period premiums, rest breaks and rest break premiums,
18 unfair competition, unfair or unlawful business practices, and claims for
19 statutory penalties based on the facts or claims alleged in the operative
20 Complaints at any time during the Class Period; and (iii) all claims for lost
21 wages and benefits, emotional distress, retaliation, punitive damages, and
22 attorneys’ fees and costs arising under federal, state, or local laws for
23 discrimination, harassment, retaliation, and wrongful termination, such as, by
24 way of example only, (as amended) 42 U.S.C. section 1981, Title VII of the
25 Civil Rights Act of 1964, the Americans With Disabilities Act, Age
26 Discrimination in Employment Act; California Fair Employment and Housing
27 Act; and the law of contract and tort (“Plaintiff’s Release”). (*Id.* at ¶ 5.0.)
28

- 1 i. Plaintiff understands and assumes the risk that, and it is agreed and
2 understood that, Plaintiff's Release SHALL APPLY TO ALL
3 UNKNOWN AND UNANTICIPATED CLAIMS, AS WELL AS
4 THOSE KNOWN AND ANTICIPATED. For purposes of Plaintiff's
5 Release, Plaintiff expressly waives and relinquishes the provisions,
6 rights, and benefits, if any, of section 1542 of the Civil Code.
7 (*Settlement*, ¶ 5.0.1.)
- 8 ii. Plaintiff's Release excludes the release of claims not permitted by law.
9 (*Id.* at ¶ 5.0.2.)
- 10 (c) Release by Participating Class Members: All Participating Class Members
11 fully release and discharge the Released Parties of any and all claims alleged
12 in the operative Complaint and/or any and all claims that could have been
13 alleged in the operative Complaint, including, but not limited to (i) all claims
14 for violation of California Labor Code sections 201, 202, 203, 204, 218.5,
15 218.6, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1198, 2802,
16 and 2699(f)(2), and the California Industrial Commission Wage Orders, Cal.
17 Code Regs., Title 8, section 11040, *et seq.*, and California Business and
18 Professions Code sections 17200, *et seq.*, and (ii) any and all claims for or
19 related to alleged unpaid wages, minimum wages, regular rate of pay, hours
20 worked, overtime or double time wages, regular rate of pay, bonus and
21 incentive pay, sick pay, timely payment of wages at separation, wage
22 statements, meal periods and meal period premiums, rest breaks and rest break
23 premiums, unfair competition, unfair business practices, unlawful business
24 practices, and statutory penalties at any time during the Class Period
25 (collectively, "Released Class Claims"). (*Id.* at ¶ 5.1.)
- 26 i. The Participating Class Members' Release excludes the release of
27 claims not permitted by law. (*Id.* at ¶ 5.1.1.)
28

(d) Release by Aggrieved Employees: All Aggrieved Employees fully release and discharge the Released Parties of any and all PAGA claims alleged in the operative Complaint or PAGA Notice and/or any and all PAGA claims based on the facts stated in the operative Complaint or PAGA Notice, including, but not limited to, (i) all PAGA claims seeking civil penalties premised upon California Labor Code sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699(f)(2), and the California Industrial Commission Wage Orders, and (ii) any and all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code sections 2698, *et seq.*, including, but not limited to those based on the facts or claims alleged in the operative Complaint or PAGA Notice at any time during the PAGA Period (collectively, “Released PAGA Claims”). (*Settlement*, ¶ 5.2.)

i. The Released PAGA Claims do not release any Aggrieved Employees’ claims for wages or statutory penalties, and the Aggrieved Employees may not opt out of the Released PAGA Claims. (*Id.* at ¶ 5.2.1.)

7. For settlement purposes only, the Class Notice to be sent to Class Members, as to form and content, is adequate. Further, on a preliminary basis, the plan for distribution of the Class Notice to Class Members satisfies Due Process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Class Notice is attached to the Settlement as **Exhibit A**.

8. The Class Representative appointed for this matter is Plaintiff Adrian Zamorano. (*Settlement*, ¶ 1.36.) The Class Representative Service Payment, which is not to exceed \$7,500.00, is preliminarily approved. (*Settlement*, ¶ 3.1.1.)

9. The Administrator appointed for this matter is APEX Class Action, LLC. (*Id.* at ¶ 1.2.) The Administration Expenses Payment, which is not to exceed \$6,000.00, is preliminarily approved. (*Id.* at ¶ 3.1.3.)

10. Class Counsel appointed for this matter is Moon Law Group, P.C. (*Settlement*, ¶ 1.5.) The Class Counsel Fees Payment, which is not to exceed \$66,666.67 or one-third of the Gross Settlement Amount, and Class Counsel Expenses Payment, which is not to exceed \$20,000.00, are preliminarily approved. (*Id.* at ¶ 3.1.2.)

11. A Final Fairness Hearing on the question of whether the Settlement should be finally approved as fair, adequate, and reasonable as to the Participating Class Members, is hereby set in accordance with the following Implementation Schedule:

Defendant to provide Class Data to the Administrator	Within thirty (30) calendar days of Preliminary Approval (<i>Settlement</i> , ¶ 6.1.)
Administrator to mail the Class Notice by First Class Mail	Within fourteen (14) calendar days of receiving the Class Data (<i>Settlement</i> , ¶ 6.3)
Response Deadline	Sixty (60) calendar days after the date the Class Notice is mailed to Class Members via First-Class U.S. Mail (<i>Settlement</i> , ¶ 6.4.1.)
Deadline to file Motion for Final Approval	No later than sixteen (16) court days prior to the Final Fairness Hearing 02/18/2027
Final Fairness Hearing	March 24, 2027, 2026 at 10:00 a.m. in Department 11 of the Los Angeles County Superior Court

12. If any of the dates in the above schedule fall on a weekend, or bank or court holiday, the time to act shall be extended to the next business day.

13. To facilitate the administration of the Settlement pending Final Approval, the Court hereby enjoins Plaintiff and all Class Members from filing or prosecuting any claims, suits, or administrative proceedings, including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations, regarding claims released by the Settlement, unless and until such Class Members have filed valid Requests for Exclusion with the Administrator and the time for filing claims with the Administrator has lapsed.

14. Pending further order of this Court, all proceedings in this Action, except those contemplated herein and in the Settlement, are stayed.

15. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

16. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing or violation of law by Defendant.

17. The obligations set forth in the Settlement are deemed part of this Order. The Parties are to carry out the Settlement in accordance with its terms.

IT IS SO ORDERED.

DATE: 08/04/2026


~~Honorable David S. Cunningham~~
Judge of the Los Angeles County Superior Court
Honorable Bruce G. Iwasaki