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Superior Court of California
County of Los Angeles

07/29/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

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

HUGO SANCHEZ, individually and on behalf
of all similarly situated individuals,

Plaintiff,

v.

ECOLA SERVICES, INC., a California
corporation; and DOES 1-100;

Defendants.

Case No. 25STCV21236

*[Assigned for all purposes to the
Hon William F. Highberger, Dept. 10]*

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of Plaintiff Hugo Sanchez (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Bardia A. Akhavan and Hugo Sanchez, the Class and PAGA Action Settlement Agreement
5 (“Settlement,” “Agreement” or “Settlement Agreement”), the proposed Notice of Proposed Class
6 Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other documents
7 submitted in support of the Motion for Preliminary Approval, hereby **ORDERS, ADJUDGES AND**
8 **DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all persons currently or
13 formerly employed by Ecola Services, Inc. (“Defendant”), as hourly-paid, non-exempt employees
14 in the State of California at any time during the period from July 18, 2021 through March 5, 2026
15 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiff Hugo Sanchez (“Plaintiff”) as
17 Class Representative, and Akhavan & Associates as Class Counsel.

18 4. The Court preliminarily approves the proposed class settlement upon the terms and
19 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
20 settlement appears to be within the range of reasonableness of settlement that could ultimately be
21 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
22 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
23 probable outcome of further litigation relating to liability and damages issues. It further appears that
24 extensive and costly investigation and research has been conducted such that counsel for the parties
25 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
26 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
27 delay and risks that would be presented by the further prosecution of the Action. It further appears
28 that the settlement has been reached as the result of intensive, non-collusive and arms-length

1 negotiations utilizing an experienced third-party neutral.

2 5. The Court approves, as to form and content, the Class Notice that has been submitted
3 herewith.

4 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
5 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
6 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
7 with the requirements of law and appears to be the best notice practicable under the circumstances.

8 7. The Court hereby preliminarily approves the definition and disposition of the Gross
9 Settlement Amount of \$313,000.00, which is inclusive of: attorneys' fees of up to 33.33% of the
10 Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts to
11 \$104,333.33, in addition to actual costs incurred of up to \$25,000.00; service award of up to
12 \$8,000.00 to Plaintiff; costs of settlement administration of no more than \$7,000.00 (currently
13 quoted at \$4,990.00); and Private Attorneys General Act of 2004 ("PAGA") penalties in the amount
14 of \$30,000.00, of which \$19,500.00 (65%) will be paid to the Labor and Workforce Development
15 Agency ("LWDA") and \$10,500.00 (35%) to "Aggrieved Employees," defined as all persons
16 currently or formerly employed by Defendant as an hourly-paid, non-exempt employee in the State
17 of California at any time during the period from May 23, 2024 through March 5, 2026 ("PAGA
18 Period").

19 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
20 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
21 Settlement Amount.

22 9. Class Member's "Workweek" shall mean any week during which a Class Member or
23 an Aggrieved Employee worked for Defendant, for at least one day in a non-exempt, hourly-paid
24 position during the Class Period in California, based on hire dates, re-hire dates (as applicable) and
25 termination dates (as applicable).

26 10. Defendants represent that there are no more than 13,039 Workweeks worked through
27 the date of mediation. In the event the number of Workweeks during the Class Period increases by
28 more than 10%, or totals over 14,343 Workweeks, then Defendant may elect between the following

1 two options: Option 1: the Gross Settlement Amount shall be increased proportionally by the
2 Workweeks in excess of 14,343 Workweeks (for example, if the final number of total workweeks
3 for the Class Period increases by 11% over 14,473 workweeks, the Gross Settlement Amount shall
4 increase by 1%). Option 2: Defendant may elect to end the Class Period and PAGA Period to the
5 date on which the total number of workweeks reaches 14,343 workweeks (e.g., 10% above the
6 number of workweeks referenced in the first sentence of this paragraph).

7 11. The Court deems Apex Class Action (“APEX” or “Settlement Administrator”), the
8 settlement administrator, and preliminarily approves payment of administrative costs, not to exceed
9 \$7,000.00 out of the Gross Settlement Amount for services to be rendered by APEX on behalf of
10 the class.

11 12. Not later than seven (7) business days after the Court grants Preliminary Approval of
12 the Settlement, Defendant will deliver the Class Data to the Administrator in the form of a Microsoft
13 Excel spreadsheet. “Class Data” means Class Member’s identifying information in Defendant’s
14 possession including the Class Member’s name, last-known mailing address, Social Security
15 number, and dates of employment (i.e. hire dates, termination dates (as applicable) and re-hire dates
16 (as applicable)).

17 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
18 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
19 and restrict access to the Class Data to Administrator’s employees who need access to the Class
20 Data to effect and perform under this Agreement.

21 14. Before mailing Class Notices, the Administrator shall update Class Members’ addresses
22 using the National Change of Address database.

23 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
24 (14) days after receiving the Class Data, the Administrator will send to all Class Members identified
25 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with
26 Spanish translation, substantially in the form attached to this Agreement as Exhibit “A.”

27 16. "Response Deadline" means forty-five (45) calendar days after the Administrator
28

1 mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class
2 Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection
3 to the Settlement. Class Members to whom Notice Packets are resent after having been returned
4 undeliverable to the Administrator shall have an additional fifteen (15) calendar days beyond the
5 Response Deadline has expired.

6 17. Before the date by which Plaintiff is required to file the Motion for Final Approval
7 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
8 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
9 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
10 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
11 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
12 number of written objections and attach the Exclusion List.

13 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
14 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
15 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
16 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
17 representative that reasonably communicates the Class Member's election to be excluded from the
18 Settlement and includes the Class Member's name, address, and email address or telephone number.
19 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

20 19. Every Class Member who does not submit a timely and valid Request for Exclusion
21 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
22 bound by all terms and conditions of the Settlement, including the Participating Class Members'
23 Releases under the Agreement, regardless of whether the Participating Class Member actually
24 receives the Class Notice or objects to the Settlement.

25 20. Only Participating Class Members may object to the class action components of the
26 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
27 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
28 and/or Class Representative Service Payment. Participating Class Members may send written

1 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
2 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
3 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
4 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
5 additional 15 days for Class Members whose Class Notice was re-mailed).

6 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
7 Request for Exclusion will control, and the Objection will be disregarded.

8 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
9 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
10 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
11 Class Notice. The Class Member may challenge the allocation by communicating with the
12 Administrator via mail.

13 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
14 necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the
15 Administrator no later than seven (7) days after the Effective Date.

16 24. Payments from the Gross Settlement Amount. Within seven (7) business days after
17 Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual
18 Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
19 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
20 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
22 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
23 Payments.

24 25. For any Class Member whose Individual Class Payment check or Individual PAGA
25 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)
26 the Administrator shall transmit the funds represented by such checks to the California Controller's
27 Unclaimed Property Fund.

28 26. All papers filed in support of final approval, including supporting documents for

attorneys' fees and costs, shall be filed by 10/19/26.

27. A Final Approval Hearing shall be held with the Court on 11/13/26
at 2:00 p.m in Department 10 of the above-entitled Court to determine: (1) whether the proposed
settlement is fair, reasonable and adequate, and should be finally approved by the Court; (2) the
amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service award
to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and (5) the
amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

IT IS SO ORDERED.

Dated: 07/29/2026



William P. Highberger

Judge of the Superior Court
William P. Highberger / Judge