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

19 ANDREW SOOALO AND ISAI LAZARO,
20 individually, and on behalf of all others similarly
21 situated,

22 *Plaintiffs,*

23 v.

24 LIQUID ENVIRONMENTAL SOLUTIONS OF
25 CALIFORNIA, LLC, a California limited
26 liability company; and DOES 1 through 10,
27 inclusive,

28 *Defendants.*

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 06 2026

D. Board *OB*

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Lead Case No. CVRI2501046
(Related PAGA Case No. CVRI2502310)

Assigned for All Purposes to:
Hon. Harold W. Hopp
Dept. 1

**[REVISED PROPOSED] ORDER
GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

PRELIMINARY APPROVAL HEARING:

Date: July 22, 2026
Time: 8:30 a.m.
Dept.: 1

[PROPOSED] ORDER

Having reviewed plaintiffs Andrew Sooalo and Isai Lazaro's (collectively, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion"), the Declaration of John G. Yslas, and the Class Action and PAGA Settlement Agreement ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

1. The Court finds on a preliminary basis that the Settlement Agreement appears to be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval. The Court grants preliminary approval of the Settlement and the Settlement Class based on the terms set forth in the Settlement Agreement between Plaintiffs and Defendant Liquid Environmental Solutions of California, LLC ("Defendant"), attached to the Declaration of John G. Yslas in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement as **Exhibit 2**.

2. The Settlement falls within the range of reasonableness of a settlement which could ultimately be given final approval by this Court, and appears to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing and final approval by this Court. The Court notes that Defendant has agreed to create a common fund of \$400,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b) a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 65% of which (\$6,500.00) will be paid to the State of California, Labor & Workforce Development Agency and 35% of which (\$3,500.00) will be paid to eligible Aggrieved Employees; (c) Class Representative Service Payments of not more than \$10,000.00 to each Plaintiff (\$20,000.00 total); (d) Class Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement Amount (i.e., \$133,333.33), and up to \$20,000.00 in costs for actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs not to exceed \$5,490.00.

3. The Court preliminarily finds that the terms of the Settlement appear to be within the range of possible approval, pursuant to California Code of Civil Procedure § 382 and applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair and reasonable to the Class Members when balanced against the probable outcome of further

litigation relating to class certification, liability and damages issues, and potential appeals; (2) significant informal discovery, investigation, research, and litigation have been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions; (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result of intensive, serious, and non-collusive negotiations between the Parties with the assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds that the Settlement Agreement was entered into in good faith.

4. A final fairness hearing on the question of whether the proposed Settlement, attorneys' fees and costs to Class Counsel, payment to the State of California, Labor & Workforce Development Agency for its share of the settlement of claims for penalties under the Private Attorneys General Act, and the Class Representative Service Payments should be finally approved as fair, reasonable and adequate as to the members of the Class is hereby set in accordance with the Implementation Schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the following class (the "Class"): "all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the Class Period."

6. "Class Period" means the period from February 27, 2021 through the date of preliminary approval, or March 31, 2026, whichever date occurs first.

7. "Aggrieved Employee" means all persons who worked for Defendant in California as an hourly-paid or non-exempt employee at any time during the PAGA Period. "PAGA Period" means the period from May 2, 2024 through the date of preliminary approval, or March 31, 2026, whichever date occurs first.

8. The Court finds, for settlement purposes only, that the Settlement Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Settlement Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Settlement Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the

1 Settlement Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect
2 the interests of the Settlement Class Members; and (5) a class action is superior to other
3 available methods for the fair and efficient adjudication of the controversy.

4 9. The Court appoints as Class Representatives, for settlement purposes only,
5 Plaintiffs. The Court further preliminarily approves Plaintiffs' ability to request service
6 payments of not more than \$10,000.00 to each Plaintiff.

7 10. The Court appoints, for settlement purposes only, John G. Yslas, Eugene
8 Zinovyev, John Brown, Lucy H. Nguyen, and Gabriella Solé of Wilshire Law Firm, PLC, as
9 Class Counsel. The Court further preliminarily approves Class Counsel's ability to request
10 attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount (i.e., \$133,333.33), and
11 costs not to exceed \$20,000.00.

12 11. The Court appoints Apex Class Action Administration as the Settlement
13 Administrator with reasonable administration costs estimated not to exceed \$5,490.00. The
14 Settlement Administrator shall perform the duties set forth in the Settlement Agreement,
15 including receiving and processing the Class Data; updating addresses through the National
16 Change of Address database; mailing the Class Notice and accompanying forms; re-mailing
17 notices as appropriate; receiving and processing Requests for Exclusion, objections, and
18 workweek/pay period challenges; calculating and distributing settlement payments; filing
19 declarations as required by the Settlement Agreement and this Order; and performing all other
20 duties necessary to administer the Settlement.

21 12. The Court approves, as to form and content the Class Notice, attached to the
22 Settlement Agreement as **Exhibit A** and attached herein as Exhibit A. The Court finds on a
23 preliminary basis that the plan for distribution of the Class Notice in English and Spanish by
24 First-Class U.S. Mail to Settlement Class Members satisfies due process, provides the best
25 notice practicable under the circumstances, and constitutes due and sufficient notice to all
26 persons entitled thereto.

27 13. The Class Notice shall also be accompanied by a Request for Exclusion Form that
28 Class Members may but are not obligated to use, a copy of which is attached herein as Exhibit

B. Requests for Exclusion shall be submitted to the Settlement Administrator. If Requests for Exclusion are submitted, the Settlement Administrator shall file a declaration concurrently with Plaintiffs' Motion for Final Approval, authenticating a copy of every Exclusion Form received by the Administrator.

14. The Class Notice shall be accompanied by an Objection Form that Class Members may but are not obligated to use, a copy of which is attached herein as Exhibit C. Objections shall be submitted to the Administrator. If Objections are submitted, the Settlement Administrator shall file a declaration concurrently with Plaintiffs' Motion for Final Approval, authenticating a copy of every Objection received by the Administrator.

15. Before filing any declaration, report, exhibit, or other document with the Court, the Settlement Administrator shall redact all or part of any Social Security number and any other personal identifiers required to be protected under California Rules of Court and applicable law.

16. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

17. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

18. The Court orders the following Implementation Schedule:

EVENT:	DEADLINE:
Defendant to provide Class List to the Settlement Administrator	No later than 10 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Notice Packets	In no event later than 14 days after receipt of Class Data
Class Member Response Deadline (to Object, Opt-Out, and/or Challenge Workweek/Pay Period)	45 days after mailing Notice to Class
Deadline to file Motion for Final Approval	16 court days before the calendared Final Approval Hearing

EVENT:	DEADLINE:
Final Approval Hearing	December 04, 2026 at 8:30 a.m., Dept. 1

19. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

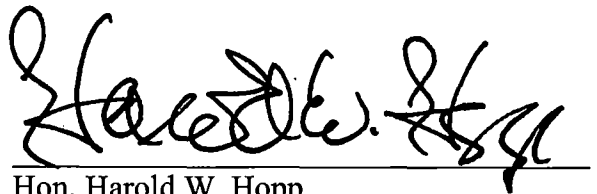
20. In the event the Final Approval Hearing date is continued, the Settlement Administrator shall give notice to any objecting party.

21. _____

IT IS SO ORDERED.

DATE:

Aug 6, 2026


 Hon. Harold W. Hopp
 Judge of The Superior Court