

John G. Yslas (SBN 187324)
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Solé (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
Lisa B. Iturriaga (SBN 339678)
lisa.iturriaga@wilshirelawfirm.com
WILSHIRE LAW FIRM, PLC
660 S. Figueroa Street, Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for *Plaintiffs*

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

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

Plaintiffs,

v.

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

Defendants.

Case No.: CVRI2501046

Case No.: ~~CVRI2502310~~

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

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

PRELIMINARY APPROVAL HEARING:

Date: June 4, 2026

Time: 8:30 a.m.

Dept.: 1

1 **[PROPOSED] ORDER**

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

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

13 2. The Settlement falls within the range of reasonableness of a settlement which
14 could ultimately be given final approval by this Court, and appears to be presumptively valid,
15 subject only to any objections that may be raised at the Final Approval Hearing and final
16 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
17 \$400,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
18 a \$10,000.00 allocation toward civil penalties under the Private Attorneys General Act, 65% of
19 which (\$6,500.00) will be paid to the State of California, Labor & Workforce Development
20 Agency and 35% of which (\$3,500.00) will be paid to eligible Aggrieved Employees; (c) Class
21 Representative Service Payments of not more than \$10,000.00 to each Plaintiff (\$20,000.00
22 total); (d) Class Counsel's attorneys' fees, not to exceed one-third (1/3) of the Gross Settlement
23 Amount (i.e., \$133,333.33), and up to \$20,000.00 in costs for actual litigation expenses incurred
24 by Class Counsel; and (e) Settlement Administration Costs not to exceed \$5,490.00.

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

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

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

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

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

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

24 8. The Court finds, for settlement purposes only, that the Settlement Class meets the
25 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
26 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
27 of law and fact that are common, or of general interest, to all Settlement Class Members, which
28 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, Lisa B. Iturriaga, 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.

14 12. The Court approves, as to form and content the Class Notice, attached to the
15 Settlement Agreement as **Exhibit A** and attached herein as Exhibit A. The Court finds on a
16 preliminary basis that plan for distribution of the Notice in English and Spanish to Settlement
17 Class Members satisfies due process, provides the best notice practicable under the
18 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

19 13. The Class Notice shall also be accompanied by a Request for Exclusion Form that
20 Class Members may but are not obligated to use, a copy of which is attached herein as Exhibit
21 B. Requests for Exclusion shall be submitted to the Settlement Administrator. If Requests for
22 Exclusion are submitted, the Settlement Administrator shall file a declaration concurrently with
23 Plaintiffs' Motion for Final Approval, authenticating a copy of every Exclusion Form received
24 by the Administrator.

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

1 authenticating a copy of every Objection received by the Administrator.

2 15. The Parties are ordered to carry out the Settlement according to the terms of the
3 Settlement Agreement.

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

6 17. The Court orders the following Implementation Schedule:

7 EVENT:	DEADLINE:
8 Defendant to provide Class List to the 9 Settlement Administrator	No later than 10 days after the Court grants Preliminary Approval of the Settlement
10 Settlement Administrator to mail the Notice 11 Packets	In no event later than 14 days after receipt of Class Data
12 Class Member Response Deadline (to 13 Object, Opt-Out, and/or Challenge 14 Workweek/Pay Period)	45 days after mailing Notice to Class
15 16 Deadline to file Motion for Final Approval	16 court days before the calendared Final Approval Hearing
17 18 Final Approval Hearing 19	October 13, 2026 at 8:30 a.m. [or _____ at _____ a.m./p.m.]

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

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

24 **IT IS SO ORDERED.**

25
26 DATE: _____

Hon. Harold W. Hopp
Judge of The Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Andrew Sooalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC
Case Nos. CVRI2501046 and CVRI2502310, (Riverside County Superior Court)

***The Riverside County Superior Court authorized this notice.
It is not junk mail, spam, an advertisement, or solicitation by a lawyer.
Please read it carefully! You are not being sued.***

You may be eligible to receive money from an employee class and a representative action lawsuit (“Action”) against Liquid Environmental Solutions of California, LLC (“Defendant”) for alleged wage and hour violations. The Actions were filed by former employees, Andrew Sooalo and Isai Lazaro, and seek payment of back wages and other relief for a class of all persons currently or formerly employed by Defendant as hourly-paid or non-exempt employees in the State of California (“Class Members”) who worked for Defendant during the Class Period (February 27, 2021 through the date of preliminary approval, or March 31, 2026, whichever date occurs first); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (May 2, 2024 through the date of preliminary approval, or March 31, 2026, whichever date occurs first) (“Aggrieved Employees”)

The proposed Settlement has two main parts: (1) a Class settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA settlement requiring Defendant to fund Individual PAGA Payments and pay PAGA Penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks during the Class Period and you worked [REDACTED] Pay Periods during the PAGA Period**. If you believe that you worked more during either period, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. READ THIS NOTICE CAREFULLY. You will be deemed to have read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	Receive money. Give up rights to sue Defendant for claims released in the Settlement.
EXCLUDE YOURSELF	Receive no money from the Class settlement. You will retain the right to pursue your own legal claims against Defendant. However, even if you exclude yourself from the Class settlement, you will still receive a portion of the PAGA settlement and be bound by it if you worked during the PAGA Period.
OBJECT	Write to the Court about why you object to the Settlement. If the Settlement receives Final Approval, you will receive money and give up rights to sue Defendant for claims released in the Settlement.
CHALLENGE YOUR NUMBER OF WORKWEEKS AND/OR PAY PERIODS	Challenge your number of Workweeks or Pay Periods listed in this Notice and provide supporting evidence. If you challenge your workweeks or pay periods, you will still be part of the Settlement and will give up rights to sue Defendant for claims released in the Settlement.

BASIC INFORMATION

1. WHY AM I RECEIVING THIS NOTICE?

Defendant's records indicate that you worked for Defendant at some point(s) between February 27, 2021 through the date of preliminary approval, or March 31, 2026, whichever date occurs first, and are therefore a member of the Class for purposes of this Settlement.

You received this Notice because you have a right to know about a proposed Settlement of the Action, and about all of your options, before the Court decides whether to finally approve the Settlement. The Settlement will resolve all Class Members' claims, which are described below, during the Class Period. The Settlement will also resolve claims for civil penalties brought under the California Private Attorneys' General Act ("PAGA"). If you are a Class Member, you are also an "Aggrieved Employee" if you worked for Defendant during the "PAGA Period," which is May 2, 2024 through the date of preliminary approval, or March 31, 2026, whichever date occurs first.

If the Court grants Final Approval to the Settlement, a settlement Administrator appointed by the Court will issue the payments provided for by the Settlement to Class Members. You are encouraged to always keep your address up to date with the Administrator (the Administrator's contact information can be found in Section 12, below).

This Notice package explains the allegations and background regarding the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to receive those benefits.

The Court in charge of the Action is the Riverside County Superior Court, and the case is titled, *Andrew Sooalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC*, Case Nos. CVRI2501046

QUESTIONS? CALL **1-800-XXX-XXXX** TOLL FREE

and CVRI2502310. The persons who sued, Andrew Sooalo and Isai Lazaro, are the Plaintiffs, and the company sued, Liquid Environmental Solutions of California, LLC, is the Defendant.

2. WHAT IS THE LAWSUIT ABOUT?

The Plaintiffs in the lawsuit allege wage and hour violations against Defendant for: (1) Failure to Pay Minimum and Straight Time Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Periods; (4) Failure to Authorize and Permit Rest Periods; (5) Failure to Timely Pay Final Wages at Termination; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Expenditures; and (8) Unfair Business Practices. In addition, Plaintiffs are seeking to recover civil penalties pursuant to PAGA (“PAGA Penalties”) based on the alleged violations of the California Labor Code listed above. Defendant denies Plaintiffs’ claims and denies any wrongdoing.

3. WHY IS THIS A CLASS ACTION?

In an employment class action, one or more people called “Class Representatives” (in this case, the Plaintiffs) sue on behalf of all workers who they contend have similar claims. All of these workers are a Class or Class Members. Bringing one lawsuit, as opposed to many small ones, saves money, time and court resources. The court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. WHY IS THERE A SETTLEMENT?

The Court has not decided in favor of the Plaintiffs or Defendant on the merits of the claims alleged in the lawsuit. Plaintiffs believes Plaintiffs would win at trial. Defendant thinks that Plaintiff’s lawsuit would not proceed to a trial and/or that Plaintiffs would not win at trial. However, there has been no trial. Instead, in acknowledgement of the risk that both Parties face should the case proceed, the Parties have agreed to a negotiated settlement. This way, all Parties avoid the cost of preparing for and conducting a trial, the risk of losing the right to a trial, and the workers affected by the alleged violations receive compensation. The Settlement represents a compromise and settlement of highly disputed claims. The Plaintiffs, as well as Plaintiffs’ lawyers (called “Class Counsel”), believe the Settlement is fair and reasonable and in the best interests of all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT?

5. WHO IS INCLUDED IN THE SETTLEMENT?

If you received this Notice, you are a Class Member for settlement purposes. The Class includes: All employees of Defendant who were classified as non-exempt and worked within the State of California at any time from February 27, 2021 through the date of preliminary approval, or March 31, 2026, whichever date occurs first.

6. ARE THERE EXCEPTIONS TO BEING INCLUDED?

You are not a Class Member if you already have resolved the claims asserted in this lawsuit, whether by settlement or a separate legal proceeding (i.e., another lawsuit).

THE SETTLEMENT BENEFITS—WHAT YOU GET

7. WHAT DOES THE SETTLEMENT PROVIDE?

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$400,000.00 (Four Hundred Thousand Dollars and Zero Cents) to settle the lawsuit. From the GSA, Class Counsel will apply to the Court for attorneys’ fees of up to one-third of the GSA, currently \$133,333.33 and up to \$20,000.00 in costs; a Class Representative Service Payment of \$10,000.00 each to each Plaintiff for a total of \$20,000.00 (for Plaintiffs’ work and efforts prosecuting this case); a PAGA Penalties payment of \$10,000.00 to resolve the PAGA claims; and Settlement Administration Costs to Apex Class Action Administration, not to exceed \$5,490.00. The exact amount of the Class Counsel’s Fees and Litigation Expenses, Class Representative Service Payment, and Administration Costs will be determined by the Court at the Final Approval hearing. The remaining portion of the Settlement amount, the “Net Settlement Amount” or the “NSA,” is currently estimated to be approximately **\$XXXXXXX**. The NSA will be apportioned and paid out as Individual Class Payments to the Settlement Class Members, who are the Class Members that do not request to be excluded (“opt out”) of the Settlement.

PAGA Penalties payment: As part of the PAGA portion of the Settlement, the Parties will ask the Court to approve a \$10,000.00 PAGA Penalties payment in settlement of claims for civil penalties under PAGA. As required under PAGA, 65% of the PAGA Penalties payment, or \$6,500.00, will be paid to the California Labor and Workforce Development Agency. The remaining 35% of the PAGA Penalties payment, or \$3,500.00, will be distributed to the Aggrieved Employees as Individual PAGA Payments.

8. HOW MUCH WILL MY PAYMENT BE?

An approximation of your Individual Class Payment appears on the first page of this Notice. If you are also an Aggrieved Employee, an approximation of your Individual PAGA Payment will also appear on the first page of this Notice.

Individual Class Payment: Your Individual Class Payment is based on the number Workweeks you worked, as represented in Defendant’s records, in comparison to the total number of Workweeks worked by all Class Members during the Class Period (February 27, 2021 through the date of preliminary approval, or March 31, 2026, whichever date occurs first). Eighty percent (80%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of the alleged claims for penalties and interest and will be reported on a Form 1099 by the Settlement Administrator, and twenty percent (20%) of each Class Member’s Individual Class Payment will be treated as a payment in settlement of alleged claims for unpaid wages. The 20% allocated as unpaid wages will be reduced by applicable payroll tax withholdings and deductions and reported on a Form W-2.

Individual PAGA Payment: If you worked for Defendant from May 2, 2024 through the date of preliminary approval, or March 31, 2026, whichever date occurs first (“PAGA Period”), you are also an “Aggrieved Employee” and will receive an Individual PAGA Payment in addition to your Individual Class Payment. The Individual PAGA Payments are based on the number of PAGA Pay Periods worked by each Aggrieved Employee in comparison to the total amount of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period. One hundred percent (100%) of each Aggrieved Employees’ Individual PAGA Payment will be characterized as penalties and will not be reduced by payroll tax withholdings and deductions. The Individual PAGA Payment will be reported on a Form 1099 by the

Settlement Administrator. An approximation of your anticipated Individual PAGA Payment appears on the first page of this Notice.

For the Class Members who are also Aggrieved Employees, their Individual Class Payment will be combined with their Individual PAGA Payment, and they will receive a single check for the combined payments. If a Class Member chooses to opt-out of the Settlement, they will still receive an Individual PAGA Payment, as Aggrieved Employees cannot opt-out of the PAGA portion of the Settlement under California law.

HOW YOU GET A PAYMENT

9. HOW DO I RECEIVE A PAYMENT?

You do not need to do anything to receive a payment. However, if you believe that the number of Workweeks or PAGA Pay Periods you worked is incorrect, please correct it and provide any supporting evidence to the settlement Administrator, whose contact information is listed in Section 12 below.

10. WHEN WOULD I GET MY PAYMENT?

The Court will hold a Final Fairness Hearing on [REDACTED], to decide whether to approve the Settlement. If the Judge approves the Settlement, and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved and resolving them can take time. If there is no objection, the Effective Date of the Settlement will be the date of entry of the Court's Order granting final approval.

Following the Effective Date, Individual Class Payments and Individual PAGA Payments will be mailed to Participating Class Members and Aggrieved Employees approximately 30 days after the Court's approval of the Settlement becomes final so long as there are no appeals.

Settlement checks should be cashed promptly upon receipt. Proceeds of checks which remain uncashed after 180 days from the date of issuance will be forwarded to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b). If your settlement check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

For an update on the status of payments, please contact the Settlement Administrator (see Section 12).

11. WHAT AM I GIVING UP TO GET A PAYMENT?

If the Court approves this Settlement and unless you exclude yourself, you will become a Participating Class Member, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendant concerning the legal claims being resolved in this Settlement. Specifically, you will be giving up or "releasing" the Released Class Claims described below against Defendant and all of Defendant's subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, owners, and assigns ("Released Parties"). The releases become effective once the GSA is fully funded by Defendant.

Released Class Claims: The “Released Class Claims” are all claims, rights, demands, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs in the Operative Class Complaint, or that could have been brought by Plaintiffs against Defendant in the Operative Class Complaint based on the facts alleged therein.

Released PAGA Claims: If you an Aggrieved Employee (i.e. if you worked for Defendant during the PAGA Period), you will also release all claims for civil penalties that were alleged or could have been alleged in the Operative PAGA Complaint and the PAGA Notice based on the facts alleged therein during the PAGA Period.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. HOW DO I EXCLUDE MYSELF FROM THE SETTLEMENT?

To exclude yourself from the Settlement, you must send the Settlement Administrator a written and signed request for exclusion which must be postmarked no later than [60 days after Class Notice is Mailed]. Be sure to include your name, address, and telephone number, and any other information you think would be helpful to the settlement Administrator to identify you. You can send your request for exclusion to the settlement Administrator at:

[ADMINISTRATOR]

Andrew Soalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC

XXXXX

City, State, XXXXX

Email:

If you ask to be excluded from the Settlement, you will not be legally bound by anything that happens in the Action, except as it relates to settlement of the PAGA claim. If you ask to be excluded from the Settlement you will not be able to object to the Settlement and you will not receive an Individual Class Payment, but you will still receive an Individual PAGA Payment if you worked for Defendant during the PAGA Period (May 2, 2024 through the date of preliminary approval, or March 31, 2026, whichever date occurs first). If you ask to be excluded, you may be able to sue (or continue to sue) Defendant in the future.

13. IF I DON'T EXCLUDE MYSELF, CAN I SUE DEFENDANT FOR THE SAME THING LATER?

No. Unless you exclude yourself, you give up any right to sue Defendant for the claims that this Settlement resolves. If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from this Class to continue your own lawsuit. Remember, the exclusion deadline is 60 days after Class Notice is Mailed.

14. IF I EXCLUDE MYSELF, CAN I GET MONEY FROM THIS SETTLEMENT?

No. If you exclude yourself, you will not receive any money from this Settlement. However, if you timely exclude yourself from the Settlement, you will retain the right to pursue your own legal action against Defendant, if you desire.

THE LAWYERS REPRESENTING YOU IN THIS LAWSUIT

15. DO I HAVE A LAWYER IN THIS CASE?

The Court has determined that Wilshire Law Firm is qualified to represent you and the Class Members in the lawsuit. These lawyers are called Class Counsel and their contact information is listed below. If you want to be represented by your own lawyer, you may hire one at your own expense.

John G. Yslas
john.yslas@wilshirelawfirm.com
Eugene Zinovyev (SBN 267245)
Eugene.zinovyev@wilshirelawfirm.com
John Brown (SBN 233605)
John.brown@wilshirelawfirm.com
Gabriella Sole (SBN 346164)
Gabriella.sole@wilshirelawfirm.com
WILSHIRE LAW FIRM
660 S. Figueroa St., Sky Lobby
Los Angeles, California 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

16. HOW WILL THE LAWYERS BE PAID?

Class Counsel will ask the Court to approve up to 1/3rd of the GSA (currently \$133,333.33) for attorneys' fees incurred in investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also seek Court-approval of up to \$20,000.00 in litigation expenses incurred in this matter. The Court may award Class Counsel less than what they request. Class Counsel will also ask the Court to approve payment to Plaintiffs Andrew Sooalo and Isai Lazaro in the amount of \$10,000.00 each, for a total of \$20,000.00 in addition to Plaintiffs' Individual Class Payments and Individual PAGA Payments for the initiative, risk, and time and energy Plaintiffs have spent in service to the Class as the Class Representatives. The Court may award the Class Representatives less than what is requested.

OBJECTING TO THE SETTLEMENT

You can and have the right to tell the Court you do not agree with the Settlement or some part of it.

17. HOW DO I TELL THE COURT THAT I OBJECT TO THE SETTLEMENT?

If you don't think the Settlement is fair, you can object to some or all of the Settlement. You can either object to the Settlement in person at the Final Approval Hearing or you can submit a written objection. Written objections and notices of intent to appear at the Final Approval Hearing must be mailed to the Settlement Administrator and postmarked on or before [REDACTED], at the following address:

[ADMINISTRATOR]

Andrew Sooalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC

XXXXX

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

City, State, XXXXX

Email:

The written objection should state your name and address and describe all legal and factual reasons that you object to the terms of the Settlement. You should also include or attach any documents upon which your objection is based. If the Court overrules the objection at the Final Approval hearing, the Settlement Agreement will be approved, and you will receive your payment. If you do not submit a written objection, you may still appear at the Final Approval hearing to voice your objection or to otherwise observe the proceedings.

18. WHAT'S THE DIFFERENCE BETWEEN OBJECTING AND REQUESTING EXCLUSION?

Objecting is simply telling the Court that you do not agree with something about the Settlement. You can object only if you stay in the Class.

Requesting exclusion is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you, and you do not get any money from this Settlement. If you submit both an objection and a request to be excluded from the settlement, the request to be excluded will control and you will not get any money from this settlement.

THE COURT'S FAIRNESS HEARING

The Court will hold a Final Approval Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but you don't have to.

19. WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Court will hold a Final Approval Hearing at _____ on _____ in Department 1 of the Riverside County Superior Court located at Riverside Historic Courthouse, located at 4050 Main Street, Riverside, California 92501 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. If there are objections, the Court will consider them at that time. The Court will also be asked to approve the requests for the Class Representative Service Payment and the Class Counsel Fees and Litigation Expenses Payments.

20. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. However, you are welcome to attend. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection to the settlement administrator on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. WHAT IF I DO NOTHING AT ALL?

If you do nothing, you will receive a Settlement payment, and you will be bound by the terms of Settlement, which means that you will not be able to start a lawsuit, continue a lawsuit, or be a part of any other lawsuit against the Defendant about the legal issues in the Action.

GETTING MORE INFORMATION

22. HOW DO I GET MORE INFORMATION?

You may contact Class Counsel at the contact information listed above in Section 15 if you have any questions about the Settlement. You may also contact the Court-appointed Settlement Administrator, Phoenix Settlement Administrators, Inc., by calling toll free 1-800-XXXX-XXXX, or you can write to the Administrator at the following address:

[ADMINISTRATOR]

Andrew Sooalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC

XXXXX

City, State, XXXXX

Email:

PLEASE DO NOT TELEPHONE THE COURT OR LIQUID ENVIRONMENTAL SOLUTIONS OF CALIFORNIA, LLC'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS. YOU MAY, HOWEVER, CALL CLASS COUNSEL OR THE SETTLEMENT ADMINISTRATOR, LISTED ABOVE.

QUESTIONS? CALL 1-800-XXX-XXXX TOLL FREE

EXHIBIT B

Andrew Soalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC
Riverside County Superior Court Case No. CVRI2501046



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

EXCLUSION REQUEST FORM

Use and return this form only if you wish to be excluded from the Class and do not wish to receive an Individual Class Payment. If you exclude yourself from the Class by signing and returning this form, you will not receive your Individual Class Payment, you will not be subject to the terms of the Class Settlement, and you will retain whatever rights you may currently have. Aggrieved Employees will receive a pro-rata share of the PAGA portion of the settlement, regardless of whether they opt out of the Class Settlement.

If you wish to remain in the Class and receive a settlement payment, you may disregard this form. You do not need to do anything, and you will receive a check by U.S. Mail.

To be valid, your Exclusion Request Form must (a) include your full name, address, and last four digits of your Social Security number, (b) be signed by you, and (c) be returned to the Settlement Administrator via fax, e-mail, or U.S. Mail on or before _____, 2026.

I HEREBY CONFIRM THAT I HAVE RECEIVED NOTICE OF THE PROPOSED SETTLEMENT IN THE *SOOALO ET AL. V. LIQUID ENVIORNMENTAL SOLUTIONS OF CALIFORNIA, LLC* ACTION AND I WISH TO EXCLUDE MYSELF FROM THE SETTLEMENT REACHED IN THE MATTER OF *SOOALO ET AL. V. LIQUID ENVIORNMENTAL SOLUTIONS OF CALIFORNIA, LLC*. I UNDERSTAND THAT BY EXCLUDING MYSELF, I WILL NOT RECEIVE ANY MONEY FROM THE CLASS SETTLEMENT REACHED IN THIS MATTER BUT MAY STILL BE ELIGIBLE FOR PAYMENT UNDER THE PORTION OF THE SETTLEMENT ALLOCATED UNDER PAGA.

Dated: _____

Signature: _____

Last Four Digits of SSN: _____

Printed Name: _____

What is the Settlement Administrator's address?

Soalo et al. v. Liquid Environmental Solutions of California, LLC
c/o c/o Apex Class Action Administration

Address

Address

T: _____ | F: _____

E-mail: _____

Page 1 of 1

Request for Exclusion Form

Questions? Please call the Settlement Administrator at _____

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM

EXHIBIT C

Andrew Soalo and Isai Lazaro v. Liquid Environmental Solutions of California, LLC
Riverside County Superior Court Case No. CVRI2501046



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

Use and return this form only if you wish to object to the settlement. If your objection is rejected by the Court, you will receive your Individual Settlement Payment, you will be subject to the terms of the Settlement, and you will release whatever rights you may currently have.

To be valid, your Objection Form must (a) include your full name, address, last four digits of your Social Security number, and dates of employment, (b) include the nature and basis for your objection, (c) be signed by you, and (d) be returned to the Settlement Administrator via fax, e-mail, or U.S. Mail on or before _____, 2026.

I object to the settlement in Soalo et al. v. Liquid Environmental Solutions of California, LLC because

Dated: _____

Signature: _____

Last Four Digits of SSN: _____

Printed Name: _____

Please attach copies (not originals) of any supporting documents you have. The Settlement Administrator may contact you for further information.

What is the Settlement Administrator's address?

Soalo et al. v. Liquid Environmental Solutions of California, LLC
c/o Apex Class Action Administration

Address

Address

T: _____ | F: _____

E-mail: _____

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Objection Form

Questions? Please call the Settlement Administrator at _____

PLEASE DO NOT CALL THE COURT ABOUT THIS FORM