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8 JAVIER ARRAZOLA, , and , and all others similarly situated

(Additional attorneys for parties on following page)

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF LOS ANGELES**

12 **(UNLIMITED JURISDICTION)**

13 JAVIER ARRAZOLA, on behalf of himself and
14 all others similarly situated, the general public,
15 and as an “aggrieved employee” on behalf of
16 other “aggrieved employees” and the State of
California under the Labor Code Private
Attorneys General Act of 2004,

17 *Plaintiff(s),*

18 vs.

19
20 IRRIGATION EXPRESS, INC., a California
21 corporation; IRRIGATION EXPRESS AND
22 SIMPLE TURF, a California corporation;
YOSEF AMZALAG SUPPLY, a California
23 corporation; YOSEF AMZALAG, a natural
person; and DOES 1–50, inclusive,

24 *Defendant(s).*

Case No. 25STCV25534

**[PROPOSED] ORDER
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

Hearing Date: September 16, 2026

Hearing Time: 10:00 a.m.

Hearing Dept.: SSC-15, The Honorable
Timothy P. Dillon

Action filed: August 29, 2025

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The Motion of Plaintiff Javier Arrazola (hereafter referred to as “Plaintiff”) for Preliminary Approval of a Class Action Settlement (the “Motion”) was considered by the Court, The Honorable Timothy P. Dillon presiding. The Court having considered the Motion, the Class Action and PAGA Settlement Agreement and Class Notice (“Settlement” or “Settlement Agreement”), and supporting papers, HEREBY ORDERS THE FOLLOWING:

1. The Court grants preliminary approval of the Settlement and the Settlement Class based upon the terms set forth in the Settlement filed as an Exhibit to the Motion for Preliminary Approval. All terms herein shall have the same meaning as defined in the Settlement. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the final hearing. The Court will make a determination at the hearing on the motion for final approval of class action settlement (the “Final Approval Hearing”) as to whether the Settlement is fair, adequate and reasonable to the Settlement Class.

2. For purposes of this Preliminary Approval Order, the “Settlement Class” means all individual Defendants Yosef Amzalag Supply dba Irrigation Express, Inc., and Yosef Amzalag (collectively “Defendants”) employed in California as non-exempt, hourly employees during the Class Period (collectively “Class Members”). The “Class Period” shall mean the period of time from August 29, 2021 through May 12, 2026.

3. Based on their records, Defendants estimate that, as of March 12, 2026, the date the Parties participated in mediation, there were no more than 8,184 Work Weeks worked by 107 employees during the Class Period. In the event the number of Work Weeks during the Class Period increases by more than 10%, or totals over 9,002 Work Weeks, then the Gross Settlement Amount shall be increased proportionally by the Work Weeks in excess of 9,002 Work Weeks multiplied by the Work Week Value. The Work Week Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount of \$585,000.00 by 8,184, which amounts to a Work Week Value of \$71.48. Thus, for example, should there be 10,000 Work Weeks in the Class Period, then the Gross Settlement Amount shall be increased by \$71,337.04 (10,000 Work Weeks – 9,002 Work Weeks) x \$71.48 per Work Week). Alternatively, Defendants have the option to

1 agree to elect to end the Class Period and PAGA period on an earlier date at their discretion in
2 order to limit the covered Work Weeks to no more than the 110% of Defendants' estimates.
3 According to Defendants' records, the number of additional Work Weeks did not exceed
4 Defendants' estimates by more than 10%.

5 4. "Effective Date" means the date by when both of the following have occurred: (a)
6 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
7 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
8 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if
9 one or more Participating Class Members objects to the Settlement, the day after the deadline for
10 filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the
11 day after the appellate court affirms the Judgment and issues a remittitur.

12 5. This action is provisionally certified pursuant to section 382 of the California Code
13 of Civil Procedure and Rule 3.760, et seq. of the California Rules of Court as a class action for
14 purposes of settlement only with respect to the proposed Settlement Class.

15 6. Not later than 15 days after the Court grants Preliminary Approval of the
16 Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the
17 form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
18 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
19 of the Settlement and for no other purpose, and restrict access to the Class Data to Administrator
20 employees who need access to the Class Data to effect and perform under the Settlement
21 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they
22 discover that the Class Data omitted class member identifying information and to provide
23 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
24 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their
25 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any
26 issues related to missing or omitted Class Data.

27 7. No later than three (3) business days after receipt of the Class Data, the
28 Administrator shall notify Class Counsel that the list has been received and state the number of

1 Class Members, Aggrieved Employees, Class Work Weeks, and PAGA Pay Periods in the Class
2 Data.

3 8. Using best efforts to perform as soon as possible, and in no event later than 14
4 days after receiving the Class Data, the Administrator will send to all Class Members identified
5 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Notice Packet
6 with Spanish translation, if applicable substantially in the forms attached to the Settlement
7 Agreement as **Exhibits A, B, C, and D**. The first page of the Class Notice shall prominently
8 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
9 payable to the Class Member, and the number of Class Work Weeks and PAGA Pay Periods (if
10 applicable) used to calculate these amounts. Before mailing Notice Packets, the Administrator shall
11 update Class Member addresses using the National Change of Address database.

12 9. Not later than 3 business days after the Administrator’s receipt of any Notice
13 Packet returned by the USPS as undelivered, the Administrator shall re-mail the Notice Packet
14 using any forwarding address provided by the USPS. If the USPS does not provide a forwarding
15 address, the Administrator shall conduct a Class Member Address Search, and re-mail the Notice
16 Packet to the most current address obtained. The Administrator has no obligation to make further
17 attempts to locate or send Notice Packet to Class Members whose Notice Packet is returned by
18 the USPS a second time.

19 10. Class Counsel’s contact information is David Glenn Spivak, Esq., The Spivak Law
20 Firm, 8605 Santa Monica Bl, PMB 42554, West Hollywood, CA 90069. Defense Counsel’s
21 contact information is Alfred J. Landegger, Esq. and Joseph P. Sklar, Landegger Verano, ALC,
22 15760 Ventura Blvd., Suite 1200, Encino, CA, 91436.

23 11. The deadlines for Class Members’ written objections, Challenges to Class Work
24 Weeks and/or PAGA Pay Periods (disputes), and Requests for Exclusion will be extended an
25 additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class
26 Members whose notice is re-mailed. The Administrator will inform the Class Member of the
27 extended deadline with the re-mailed Notice Packet.

28 12. If the Administrator, Defendants or Class Counsel is contacted by or otherwise

1 discovers any persons who believe they should have been included in the Class Data and should
2 have received Notice Packet, the Parties will expeditiously meet and confer in person or by
3 telephone, and in good faith, in an effort to agree on whether to include them as Class Members.
4 If the Parties agree, such persons will be Class Members entitled to the same rights as other Class
5 Members, and the Administrator will send, via email or overnight delivery, a Notice Packet
6 requiring them to exercise options under the Settlement Agreement not later than 14 days after
7 receipt of Notice Packet, or the deadline dates in the Notice Packet, which ever are later.

8 13. Requests for Exclusion. Class Members who wish to exclude themselves (opt-out
9 of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written
10 Request for Exclusion not later than 60 days after the Administrator mails the Notice Packet (plus
11 an additional 14 days for Class Members whose Notice Packet is re-mailed). A Request for
12 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates
13 the Class Member's election to be excluded from the Settlement and includes the Class Member's
14 name, address and email address or telephone number. To be valid, a Request for Exclusion must
15 be timely faxed, emailed, or postmarked by the Response Deadline. An Election Not to Participate
16 in Settlement form, attached as Exhibit B to the Settlement Agreement, may be used for this
purpose but is not required.

17 14. The Administrator may not reject a Request for Exclusion as invalid because it
18 fails to contain all the information specified in the Class Notice. The Administrator shall accept
19 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of
20 the person as a Class Member and the Class Member's desire to be excluded. The Administrator's
21 determination shall be final and not appealable or otherwise susceptible to challenge. If the
22 Administrator has reason to question the authenticity of a Request for Exclusion, the
23 Administrator may demand additional proof of the Class Member's identity. The Administrator's
24 determination of authenticity shall be final and not appealable or otherwise susceptible to
25 challenge.

26 15. Every Class Member who does not submit a timely and valid Request for Exclusion
27 is deemed to be a Participating Class Member under the Settlement Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of the Settlement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

16. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. However, all Aggrieved Employees, including those that are Non-Participating Class Members, will be deemed to release all claims for civil penalties that could have been sought by the Labor Commissioner for the violations identified in Plaintiff's pre-filing letter to the LWDA, including the Released PAGA Claims under Paragraph 6.3 of the Settlement; Aggrieved Employees do not release claim for wages or damages unless such Aggrieved Employee is a Participating Class Member.

17. Challenges to Calculation of Class Work Weeks and/or PAGA Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Notice Packet (plus an additional 14 days for Class Members whose Notice Packet is re-mailed) to challenge the number of Class Work Weeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. This is also known as a dispute. A Class Work Week/PAGA Pay Period Dispute form, attached as Exhibit C to the Settlement Agreement, may be used for this purpose but is not required. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Work Weeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Work Weeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Work Weeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

18. Objections to Settlement. Only Participating Class Members may object to the

1 class action components of the Settlement and/or this Agreement, including contesting the
2 fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
3 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

4 19. Participating Class Members may send written objections to the Administrator, by
5 fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire
6 an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A
7 Participating Class Member who elects to send a written objection to the Administrator must do
8 so not later than 60 days after the Administrator's mailing of the Notice Packet (plus an additional
9 14 days for Class Members whose Notice Packet was re-mailed). The Objection form attached as
10 Exhibit D to the Settlement Agreement may be used for this purpose but is not required.

11 20. Non-Participating Class Members have no right to object to any of the class action
12 components of the Settlement.

13 21. Not later than 14 days before the date by which Plaintiff are required to file the
14 Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and
15 Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and
16 compliance with all of its obligations under the Settlement Agreement, including, but not limited
17 to, its mailing of the Notice Packets, the Notice Packets returned as undelivered, the re-mailing
18 of Notice Packets, attempts to locate Class Members, the total number of Requests for Exclusion
19 from Settlement it received (both valid or invalid), the number of written objections and attach
20 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
21 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's
22 declaration(s) in Court.

23 22. The Court approves, as to form and content, the Class Notice in substantially the
24 form attached as Exhibit A to the Settlement Agreement, the Election Not to Participate in
25 Settlement form in substantially the form attached as Exhibit B to the Settlement Agreement, the
26 Class Work Week/PAGA Pay Period Dispute form in substantially the form attached as Exhibit
27 C to the Settlement Agreement, and the Objection form in substantially the form attached as
28 Exhibit D to the Settlement Agreement.

1 23. The Court approves, for settlement purposes only, David Glenn Spivak of The
2 Spivak Law Firm and Walter L. Haines of United Employees Law Group as Class Counsel.

3 24. The Court approves, for settlement purposes only, Javier Arrazola as the Class
4 Representative.

5 25. The Court approves Phoenix Class Action Administration Solutions as the
6 Administrator.

7 26. The Court preliminarily approves Class Counsel's request for attorneys' fees and
8 costs subject to final review by the Court.

9 27. The Court preliminarily approves the estimated Administrator costs payable to the
10 Administrator subject to final review by the Court.

11 28. The Court preliminarily approves Plaintiff's Class Representative Service
12 Payment subject to final review by the Court.

13 29. A Final Approval Hearing shall be held on _____ at
14 _____.m. in Department 15 of the Superior Court for the State of California, County of
15 Los Angeles, located at the Spring Street Court, 312 N. Spring Street, Los Angeles, CA 90012 to
16 consider the fairness, adequacy and reasonableness of the proposed Settlement preliminarily
17 approved by this Preliminary Approval Order, and to consider the application of Class Counsel
18 for attorneys' fees and costs and the Class Representative Service Payment to the Class
19 Representative. The notice of motion and all briefs and materials in support of the motion for
20 final approval of class action settlement and motion for attorneys' fees and litigation costs shall
21 be served and filed with this Court on or before _____. Plaintiff's counsel must
22 give notice to any objecting party of any continuance of the hearing of the motion for final
23 approval.

24 30. If for any reason the Court does not execute and file a Final Approval Order and
25 judgment, or if the Effective Date, as defined in the Settlement, does not occur for any reason, the
26 proposed Settlement that is the subject of this order, and all evidence and proceedings had in
27 connection therewith, shall be without prejudice to the status quo ante rights of the Parties to the
28 litigation, as more specifically set forth in the Settlement.

31. The Court expressly reserves the right to adjourn or continue the Final Approval Hearing from time to time without further notice to members of the Class. Plaintiff shall give prompt notice of any continuance to Settlement Class Members who object to the Settlement.

IT IS SO ORDERED.

DATE _____

**THE HONORABLE TIMOTHY P.
DILLON SUPERIOR COURT JUDGE**