

D.LAW, INC.

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Attorneys for Plaintiff JESSICA AGUILAR,
on behalf of herself and others similarly situated

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

JESSICA AGUILAR, an individual on
behalf of herself and all others similarly
situated,

Plaintiffs,

v.

EC GROUP INC dba DENNIS & LEEN
dba FORMATIONS, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

CLASS ACTION

Case No. 24STCV25866

Assigned for All Purposes To:
Honorable Laura A. Seigle
Dept. 17

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

Hearing Information:
Date: May 29, 2026
Time: 9:00 a.m.
Dept: 17

Action filed: October 4, 2024
FAC Filed: December 9, 2024
Trial date: None Set

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1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On May 29, 2026, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class Action and PAGA Settlement filed by named Plaintiff Jessica
4 Aguilar on behalf of herself and all others similarly situated (hereinafter, “Plaintiff”). The Court has
5 reviewed and considered the Memorandum of Points and Authorities in support of the Motion,
6 the Declarations of Counsel and the exhibits in support of the Motion, including the Class Action
7 and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”) between Plaintiff
8 and Defendant E.C. Group Inc., a California corporation doing business as “Dennis & Leen” and
9 “Formations” (hereinafter “Defendant”) (Plaintiff and Defendant shall be referred to collectively
10 as the “Parties”).

11 This Order hereby incorporates by reference the definitions in the Settlement Agreement
12 as though fully set forth herein, and all terms used herein shall have the same meaning as set
13 forth in the Settlement Agreement.

14 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
15 **MAKES THE FOLLOWING FINDINGS:**

16 1. The Court finds on a preliminary basis that the proposed Settlement falls within
17 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
18 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
19 the requirements for preliminary approval, subject only to any objections that may be raised
20 before or at the Final Approval Hearing. It appears to the Court that the Settlement’s terms are
21 fair, adequate, and reasonable as to all potential Class Members when balanced against the
22 probable outcome of further litigation, given the risks relating to liability and damages. It further
23 appears that extensive investigation and research have been conducted such that counsel for the
24 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
25 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,
26 as well as the delay and risks that would be presented by the further prosecution of the Action. It
27 appears the Settlement has been reached as a result of intensive, arm’s-length negotiations
28 utilizing an experienced third party neutral.

1 2. The Court further finds, for settlement purposes only, that the requirements of
2 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
3 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
4 described in the Settlement Agreement: All persons employed by Defendant in California and
5 classified as a non-exempt hourly employee who worked for Defendant during the Class Period
6 (October 4, 2020 through August 11, 2025). It shall be an opt-out class.

7 3. The Court further finds that the moving papers presented for the Court’s review
8 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
9 options available to the Class, including the ability of the Class Members to opt-out or submit a
10 Request for Exclusion to the Settlement and not be bound by the Settlement Agreement or
11 receive any Individual Class Payment under it; to object to the terms of the Settlement; or to do
12 nothing and receive an Individual Class Payment and be bound by the terms of the Settlement.
13 Plaintiff has submitted to the Court a proposed Class Notice.

14 As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

15 1. The Court hereby preliminarily approves the proposed Settlement upon the terms
16 set forth in the Settlement Agreement.

17 2. The Court conditionally certifies and approves, for settlement purposes only, the
18 Class described above.

19 3. For the purposes of this Settlement, D.Law, Inc. is hereby appointed as Class
20 Counsel and shall represent the Class Members in this Action.

21 4. For the purposes of this Settlement, Plaintiff Jessica Aguilar is hereby appointed
22 as the Class Representative for the Class.

23 5. The Court confirms Apex Class Action Administration (“Apex”), as the
24 Administrator. The procedures for paying the Administration Expense Payment, as set forth in
25 the Settlement Agreement, are approved. Apex is directed to perform all responsibilities of the
26 Administrator as set forth in the Settlement Agreement. Once entered, Apex will also post the
27 Judgment in this matter on its website.

28 6. The Court hereby approves, as to form and content, the Class Notice attached as

1 **Exhibit A** to the Settlement Agreement (the “Notice”). The Court finds that the dates and
2 procedure for mailing and distributing the Notice in the manner set forth in Paragraph 7 of this
3 Order meet the requirements of due process and are the best notice practicable under the
4 circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

5 7. The Court directs the mailing of the Court-approved Notice via first class mail to
6 the Class Members in accordance with the schedule and procedures set forth in the Settlement
7 Agreement.

8 8. The procedures for Class Members to opt-out by submitting a Request for
9 Exclusion, as set forth in the Notice and Settlement Agreement, are approved. Class Members
10 who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator,
11 by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the
12 Administrator mails the Class Notice. This date shall be extended by 14 days if the Notice is
13 returned as undeliverable and then remailed to a correct or forwarding address of a Class
14 Member.

15 9. The procedures for Class Members to object to the Settlement, as set forth in the
16 Notice and Settlement Agreement, are approved. A Participating Class Member who elects to
17 send a written objection to the Administrator must do so not later than 60 days after the
18 Administrator’s mailing of the Class Notice. This date shall be extended by 14 days if the
19 Notice is returned as undeliverable and then remailed to a correct or forwarding address of a
20 Class Member. Class Members may appear at the Final Approval Hearing, on their own or
21 through a counsel retained at their expense, to present their objection, whether or not they
22 submitted a prior written objection as provided in the Settlement Agreement.

23 10. The procedures for Class Members to dispute the number of workweeks worked,
24 as set forth in the Notice and Settlement Agreement, are approved. Each Class Member shall
25 have 60 days after the Administrator mails the Class Notice to challenge the number of Class
26 Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice.
27 This date shall be extended by 14 days if the Notice is returned as undeliverable and then
28 remailed to a correct or forwarding address of a Class Member.

1 11. The Court hereby preliminarily approves the definition and disposition of the
2 Gross Settlement Amount as that term is defined in the Settlement Agreement.

3 12. A Final Approval Hearing (the “Hearing”) shall be held on _____,
4 at _____ a.m./p.m. before the Honorable Laura A. Seigle in Department 17 of the Los Angeles
5 County Superior Court. The purpose of such Hearing will be to: (a) determine whether the
6 proposed Settlement should be finally approved by the Court as fair, reasonable and adequate;
7 (b) determine the reasonableness of Class Counsel’s request for attorneys’ fees and costs and
8 amount to be awarded; (c) determine the reasonableness of the Class Representative’s Service
9 Award requested for the Class Representative and amount to be awarded; and (d) order entry of
10 Judgment in the Action.

11 13. Class Counsel shall file and serve all papers in support of the Motion for Final
12 Approval and any application for reimbursement of attorneys’ fees and costs, including any
13 costs associated with or incurred by the Administrator at least sixteen (16) court days before the
14 Final Approval Hearing.

15 14. The Court reserves the right to continue the date of the Final Approval Hearing
16 without further notice to the Class Members and retains jurisdiction to consider all further
17 applications arising out of or connected with the proposed Settlement. However, Class Counsel
18 or the Administrator will give notice to any objecting party of any continuance of the Final
19 Approval Hearing.

20 15. All further proceedings in this Action shall be stayed except such proceedings
21 necessary to review, approve, and implement this Settlement.

22 16. In the event: (i) the Court does not finally approve the Settlement as
23 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
24 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
25 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
26 Settlement does not become final for any other reason, the Settlement and any related Class
27 shall be null and void and any order or judgment entered by this Court in furtherance of the
28 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any

1 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
2 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
3 in all respects as if no Class had been certified and the Settlement Agreement had not been
4 executed.

5 17. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
6 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
7 with the negotiation, execution or implementation of the Settlement, shall be admissible in
8 evidence for any reason except as provided in the Settlement Agreement. The Court has made
9 no findings on the merits and the Defendant has denied the allegations in the operative
10 complaint.

11 18. The Court hereby approves the PAGA portion of the settlement.

12 19. The Court reserves exclusive and continuing jurisdiction over the Action for
13 purposes of supervising the implementation, enforcement, construction, administration, and
14 interpretation of the Settlement Agreement and Amendment pursuant to Code of Civil
15 Procedure section 664.6.

16 20. The Court hereby orders the Parties and the Administrator to carry out their
17 duties and obligations in accordance with the terms of the Settlement Agreement.

18 **GOOD CAUSE HAVING BEEN SHOWN, IT IS SO ORDERED.**

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20 Dated: _____, 2026 _____

21 Honorable Laura A. Seigle
22 Judge of the Superior Court
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