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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

OSCAR ALMANZA and FRED AMEZOLA,
individually, and on behalf of themselves and
on behalf of all persons similarly situated,

Plaintiffs,

v.

THE SERVICE COMPANIES, INC. dba TSC
STAFF, a Florida corporation; and DOES 1-50,
Inclusive,

Defendants.

Lead Case No: 24STCV01889
Case No.: 23STCV24991

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

Date: August 11, 2026
Time: 9:00 a.m.

Judge: Hon. Lauren A. Seigle
Dept.: 17

FILED
Superior Court of California
County of Los Angeles
08/11/2026
David W. Slayton, Executive Officer / Clerk of Court
By: N. Navarro Deputy

1 This matter having come before the Honorable Judge Lauren A. Seigle of the Superior Court of
2 the State of California, in and for the County of Los Angeles, at 9:00 a.m. on August 11, 2026, with
3 Jean-Claude Lapuyade, Esq., of the JCL Law Firm, APC, Shani O. Zakay, Esq. of the Zakay Law
4 Group, APLC, and Christopher J. Hamner, Esq. of Hamner Law Offices, APLC as counsel for Plaintiffs
5 Oscar Almanza and Fred Amezola (“Plaintiffs”), and Rachel Chatman, Esq. and Adam E. Primm, Esq.
6 of Benesch, Friedlander, Coplan & Aronoff LLP appearing for Defendant The Service Companies, Inc.
7 (hereinafter “Defendant”), and the Court, having carefully considered the briefs, argument of counsel
8 and all the matters presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs’
9 Motion for Preliminary Approval of Class Action and PAGA Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached to the
13 Declaration of Shani O. Zakay as **Exhibit “1”**. This is based on the Court’s determination that the
14 Settlement Agreement is within the range of possible final approval, pursuant to the provisions of
15 Section 382 of the California Code of Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Gross Settlement Amount that
19 Defendant shall pay is Three Hundred Forty-Five Thousand Dollars and Zero Cents (\$345,000.00). It
20 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and
21 reasonable as to all Class Members when balanced against the probable outcome of further litigation
22 relating to certification, liability, and damages issues. It further appears that investigation and research
23 have been conducted such that counsel for the Parties are able to reasonably evaluate their respective
24 positions. It further appears to the Court that settlement at this time will avoid substantial additional
25 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
26 prosecution of the litigation. It further appears that the Settlement has been reached as the result of
27 intensive, serious, and non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiffs seek a Class Counsel Award in the amount not to exceed one-third of the Gross
7 Settlement Amount, currently estimated to be One Hundred Fifteen Thousand Dollars and Zero Cents
8 (\$115,000.00), plus litigation costs in an amount not to exceed Forty Thousand Dollars and Zero Cents
9 (\$40,000.00), and proposed Service Awards to the named Plaintiffs, Oscar Almanza and Fred Amezola,
10 in an amount of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00) each. While these
11 awards appear to be within the range of reasonableness, the Court will not approve the Class Counsel
12 Award or the Service Awards until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 All current and former non-exempt employees who worked for Defendant
18 The Service Companies, Inc. at any of the following locations in California
19 Glendale Adventist Hospital; Nowsta SoFi Stadium; and the Los Angeles
20 Coliseum, at any time during the Class Period of October 12, 2019, through
21 and including March 15, 2026 (“Class Period”).

22 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
23 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
24 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
25 common questions of law and fact predominate, and there is a well-defined community of interest
26 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
27 Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives
28 will fairly and adequately protect the interests of the Class Members; (e) a class action is superior to

1 other available methods for the efficient adjudication of this controversy; and (f) Class Counsel are
2 qualified to act as counsel for the Class Representatives in their individual capacities and as the
3 representatives of the Class Members.

4 8. The Court provisionally appoints Plaintiffs OSCAR ALMANZA and FRED AMEZOLA
5 as the representatives of the Class.

6 9. The Court provisionally appoints Jean-Claude Lapuyade, Esq., of JCL Law Firm, APC,
7 Shani O. Zakay, Esq. of Zakay Law Group, APLC, and Christopher J. Hamner, Esq. of Hamner Law
8 Offices, APLC. as Class Counsel for the Class Members.

9 10. The Court hereby approves, as to form and content, the proposed Notice of Class Action
10 Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached to the Agreement as
11 **Exhibit “A”**. The Court finds that the Class Notice appears to fully and accurately inform the Class
12 Members and Aggrieved Employees of all material elements of the proposed Settlement, including the
13 right of any Class Member to be excluded from the Class by submitting a written request for exclusion,
14 and of each Class Member’s right and opportunity to object to the Settlement. The Court further finds
15 that the distribution of the Class Notices substantially in the manner and form set forth in the Agreement
16 and this Order meets the requirements of due process, is the most reasonable notice under the
17 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The Court
18 orders the mailing of the Class Notices by first class mail, pursuant to the terms set forth in the
19 Agreement.

20 11. The Court hereby appoints Xpand Legal Consulting, LLC as the Settlement
21 Administrator. No later than fourteen (14) calendar days after receiving Preliminary Approval from
22 this Court, the Settlement Administrator shall mail copies of the Class Notice to all Class Members via
23 first class U.S. Mail.

24 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
25 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
26 Settlement as provided in the Class Notice by following the instructions for requesting exclusion from
27 the Settlement as set forth in the Class Notice. All requests for exclusion must be postmarked or
28 received by the Response Deadline which is forty-five (45) calendar days after the Settlement

1 Administrator mails the Class Notices to Class Members or, in the case of re-mailed Class Notice, not
2 more than fourteen (14) days from the original Response Deadline. Any such person who chooses to
3 opt out of and be excluded from the Settlement will not be entitled to an Individual Class Payment
4 under the Settlement and will not be bound by the class portion of the Settlement, or have any right to
5 object, appeal or comment thereon. Class Members who have not requested exclusion shall be bound
6 by all determinations of the Court, the Agreement, and Judgment.

7 13. Any Class Member who has not opted out may appear at the final approval hearing and
8 may object or express the Class Member's views regarding the Settlement and may present evidence
9 and file briefs or other papers that may be proper and relevant to the issues to be heard and determined
10 by the Court as provided in the Class Notice. Class Members will have forty-five (45) calendar days
11 from the date the Settlement Administrator mails the Class Notice to postmark their written objections
12 to the Settlement Administrator.

13 14. A hearing on Plaintiffs' Motion for Final Approval of Class Action and PAGA
14 Settlement and Plaintiffs' Motion for Class Counsel Award and Service Awards shall be held before
15 this Court on January 7, 2027 at 9:00 ~~AM~~/~~PM~~ in
16 Department 17 of the Los Angeles County Superior Court to determine all necessary matters
17 concerning the Settlement, including: whether the proposed settlement of the Action on the terms and
18 conditions provided for in the Agreement is fair, adequate and reasonable and should be finally
19 approved by the Court; whether an Order Granting Final Approval should be entered herein; whether
20 the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
21 to the Class; and to finally approve the Class Counsel Award, Service Payments, and the Settlement
22 Administration Costs. All papers in support of the Motion for Final Approval and the Motion for Class
23 Counsel Award and Service Payments shall be filed with the Court and served on all counsel within
24 twenty-eight (28) days following the expiration of the Response Deadline.

25 15. In the event the Settlement does not become effective in accordance with the terms of the
26 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
27 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
28 and the Parties shall revert to their respective positions as of before entering into the Agreement. In

1 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
2 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
3 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
4 is not approved.

5 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.
8

9
10 Dated: 08/11/2026



Laura Seigle

JUDGE OF THE SUPERIOR COURT

Laura A. Seigle / Judge