

Electronically Filed
2/23/2026
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Alecsondra Chavez, Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF STANISLAUS**

11 CORY HOLLANDS, individually, and on
12 behalf of other members of the general public
13 similarly situated;

14 Plaintiff,

15 v.

16 ENVIRO TECH CHEMICAL SERVICES,
17 INC., a California corporation; and DOES 1
18 through 100, inclusive;

19 Defendants.

Case No.: CV-24-005247

Assigned for All Purposes to:
Honorable Stacy Speiller
Department 22

CLASS ACTION

**~~PROPOSED~~ SECOND AMENDED
ORDER OF FINAL APPROVAL AND
JUDGMENT**

Hearing Date: January 30, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 22

Complaint Filed: July 2, 2024
FAC Filed: June 25, 2025
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Cory Hollands’ (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in
3 support, including the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”
4 “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On June 13, 2025, Plaintiff and Defendant Enviro Tech Chemical Services, Inc.
6 (“Defendant”) entered the Settlement Agreement.

7 On September 18, 2025, the Court entered an order preliminarily approving the
8 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
9 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing the Class Members with an opportunity to object to the Settlement or exclude
11 themselves from the Class, and scheduling a Final Approval Hearing.

12 On January 30, 2026, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Second Amended Order of Final
14 Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless
15 otherwise provided herein, all the capitalized terms in this Order and Judgment shall have the
16 same meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all the
18 Class Members have been given the opportunity to request exclusion from the Class, the Court
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and
21 grant final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-
25 paid or non-exempt employees of Defendant within the State of California at any time during the
26 period from July 2, 2020, through April 2, 2025 (“Class,” “Class Members,” and “Class
27 Period”). There are two hundred fourteen (214) Class Members who did not submit valid and
28 timely Requests for Exclusion from the Settlement (“Participating Class Members”).

1 4. Adequacy of Representation. Class Counsel fully and adequately
2 represented the Class in entering and implementing the Settlement Agreement and satisfied the
3 requirements of Code of Civil Procedure section 382.

4 5. Class Notice. The Court finds that the Court Approved Notice of Class
5 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
6 distribution to the Class Members have been implemented pursuant to the Settlement Agreement
7 and Preliminary Approval Order. The Court finds that the Class Notice:

- 8 a. Constitutes notice reasonably calculated to apprise the Class Members of:
9 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
10 Settlement Agreement and their rights; (iii) their right to object to any
11 aspect of the Settlement Agreement; (iv) their right to exclude themselves
12 from the Settlement Agreement; (v) their right to receive settlement
13 payments; (vi) their right to appear at the Final Approval Hearing; and
14 (vii) the binding effect of the orders and judgment in this lawsuit on all the
15 Participating Class Members;
- 16 b. Constitutes notice that fully satisfied the requirements of Code of Civil
17 Procedure section 382, Rule of Court 3.769, and due process;
- 18 c. Constitutes the best practicable notice to the Class Members under the
19 circumstances of this lawsuit; and
- 20 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

21 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall
22 preclude any action to enforce the terms and provisions of the Settlement.

23 7. Binding Effect. The terms and provisions of the Agreement and this Order
24 and Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

25 8. Final Settlement Approval. The terms and provisions of the Settlement
26 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by
27 experienced counsel who have carried out and meaningfully investigated the disputed claims.
28 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,

1 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
2 Settlement Agreement according to its terms and provisions.

3 9. Release by the Participating Class Members. Effective on the date when
4 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes
5 owed on the Wage Portion of the Individual Class Payments, all the Participating Class
6 Members, on behalf of themselves and their former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from the
8 Released Class Claims.

9 a. Release by the Aggrieved Employee. Effective on the date when
10 Defendant fully funds the entire Gross Settlement Amount and funds all
11 employer payroll taxes owed on the Wage Portion of the Individual Class
12 Payments, all the Participating and Non-Participating Class Members, who
13 are Aggrieved Employees, are deemed to release, on behalf of themselves
14 and their former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from the
16 Released PAGA Claims.

17 b. Release by Plaintiff. Effective on the date when Defendant fully funds the
18 entire Gross Settlement Amount and funds all employer payroll taxes
19 owed on the Wage Portion of the Individual Class Payments, Plaintiff and
20 Plaintiff's former and present spouses, representatives, agents, attorneys,
21 heirs, administrators, successors, and assigns generally release and
22 discharge the Released Parties from the Plaintiff's Release. Plaintiff also
23 expressly waives and relinquishes the provisions, rights, and benefits, if
24 any, of section 1542 of the Civil Code.

25 c. Released Parties. The Released Parties include Defendant and its past,
26 present and/or future, direct and/or indirect parents, shareholders,
27 members, predecessors, successors, all affiliates, subsidiaries, officers,
28 directors, members, agents (including any investment bankers,

1 accountants, insurers, reinsurers, attorneys and any past, present, or future
2 officers, directors, and employees), employees, and stockholders.

3 10. Gross Settlement Amount. The Court approves the payment of the Gross
4 Settlement Amount of \$915,000 to be paid by Defendant.

5 11. Class Counsel Fees Payment and Class Counsel Litigation Expenses
6 Payment. The Court finds the Class Counsel Fees Payment of \$320,250 (35% of the Gross
7 Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court
8 finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of
9 \$19,312.99 to be paid to Class Counsel to be reasonable and appropriate. Such fees and costs are
10 to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not
11 be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other
12 counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay for
13 any other attorneys' fees and costs incurred by Plaintiff or Class Members in connection with or
14 related to this matter.

15 a. The courts have an independent right and responsibility to review the
16 Class Counsel Fees Payments and to only award so much as determined to
17 be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)
18 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also
19 supported by the percentage fee method. (*Laffitte v. Robert Half*
20 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results
21 achieved, financial risk undertaken, difficulty of this matter, skills
22 required, percentage fees awarded in other cases, and contingent fees
23 charged in the private marketplace, the Court approves the Class Counsel
24 Fees Payment of \$320,250.

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1 b. The Court has reviewed the Declaration of Douglas Han regarding the
2 litigation costs expended in prosecuting this matter. Pursuant to the
3 Agreement, Class Counsel may seek reimbursement of litigation costs of
4 up to \$30,000. The Court approves the Class Counsel Litigation Expenses
5 Payment of \$19,312.99.

6 12. Class Representative Service Payment. The Court finds the Class
7 Representative Service Payment of \$10,000 to be paid to Plaintiff to be reasonable and
8 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and
9 provisions set forth in the Settlement Agreement.

10 a. The rationale for making enhancement payments is that the class
11 representatives should be compensated for the expense and risk incurred in
12 conferring a benefit on the Class. The criteria that the courts consider
13 include: (i) risks to the class representatives in commencing the lawsuit;
14 (ii) notoriety and personal difficulties encountered; (iii) amount of time
15 and effort spent by class representatives; (iv) litigation duration; and (v)
16 personal benefit (or lack thereof) enjoyed by the class representatives.

17 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
18 involvement in this lawsuit. Given the risks inherent in serving as the class
19 representative, duration of this lawsuit, work performed, and benefits
20 created for the Class Members, the Court approves the Class
21 Representative Service Payment of \$10,000.

22 13. Administration Expenses Payment. The Court finds the Administration
23 Expenses Payment of \$5,550 to be paid to the Administrator to be reasonable and appropriate.
24 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set
25 forth in the Settlement Agreement.

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1 a. The Court has reviewed the Declaration of Nick Castro from ILYM
2 Group, Inc., the Court-approved Administrator. The Court finds that the
3 notice provided to the Class Members constitutes the best practicable
4 notice to the Class Members and satisfied due process. The Court also
5 finds that the Administrator adequately administered the Settlement. The
6 Court approves the Administration Expenses Payment of \$5,550. Since the
7 maximum amount of the Administration Expenses Payment set forth in the
8 Settlement Agreement is \$10,000, the difference of \$4,450 will be added
9 back to the Net Settlement Amount.

10 14. PAGA Penalties. The Court finds the PAGA Penalties of \$60,000, sixty-
11 five percent (65%) of which (\$39,000) will be paid to the California Labor and Workforce
12 Development Agency and thirty-five percent (35%) of which (\$21,000) will be distributed to the
13 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA
14 Penalties are to be paid pursuant to the terms and provisions set forth in the Agreement.

15 15. Fairness of the Settlement Agreement. As noted in the Preliminary
16 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
17 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length
18 negotiations following litigation, discovery, and exchange of documentation. The negotiations
19 were facilitated with the assistance of Doug Leach, an experienced and well-respected mediator.

20 a. There are no objections and no requests for exclusion, displaying the
21 fairness of the Settlement Agreement.

22 b. The fairness of the Settlement Agreement is further demonstrated by the
23 gross *average* Individual Class Payment being approximately \$2,331, and
24 the gross *highest* Individual Class Payment being about \$5,474.58.

25 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
26 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual
27 Class Payments by transmitting the funds to the Administrator no later than January 26, 2026 or
28 the Effective Date, whichever date is later. Within fourteen (14) calendar days after Defendant

1 fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage
2 Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate
3 entities and persons.

4 17. Uncashed Checks. The Class Members must cash or deposit their
5 settlement checks within one hundred eighty (180) calendar days after the settlement checks are
6 issued. The uncashed settlement checks will be canceled and transmitted to the California
7 Controller’s Unclaimed Property Fund in the name of the Class Members, thereby leaving no
8 “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision
9 (b).

10 18. Compliance Hearing. The Court sets a compliance hearing on October 2,
11 2026 at 8:30 a.m. in Department 22. A compliance status report shall be filed no later than five
12 (5) court days before the compliance hearing. Pursuant to Code of Civil Procedure section 384,
13 the compliance status report shall specify the total amount paid to the Participating Class
14 Members and total residual of unclaimed settlement funds that will be paid to the entity
15 identified as the recipient of such funds in the Settlement Agreement along with a Proposed
16 Amended Judgment.

17 19. Notice of the Order Granting Final Approval and Judgment. The Notice of
18 the Order Granting Final Approval and Judgment will be posted on the Administrator’s website
19 for a period of at least ninety (90) calendar days.

20 20. Modification of the Agreement. The Agreement may be amended or
21 modified only by a written instrument signed by the Parties and their counsel or their
22 representatives/successors-in-interest. Such amendments or modifications shall be consistent
23 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

24 21. Retention of Jurisdiction. The Court has jurisdiction to enter this Order
25 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
26 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
27 and for any other necessary purpose. This includes, without limitation:

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- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect and/or effectuate this Order and Judgment approving the
3 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing
4 related proceedings, and to ensure the fair and orderly administration of
5 the Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and
11 effectuate this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 IT IS SO ORDERED.

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23 DATED: 2/20/26


24 HONORABLE STACY SPEILLER
25 SUPERIOR COURT JUDGE
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**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On February 17, 2026, I served the foregoing document described as

[PROPOSED] SECOND AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action a true and correct copy thereof to the email addresses as follows:

Michael J. Nader (Michael.Nader@ogletreedeakins.com)

George J. Theofanis (George.Theofanis@ogletree.com)

Spencer Turpen (Spencer.Turpen@ogletreedeakins.com)

Legal Staff:

Noreen F. Witt (noreen.witt@ogletreedeakins.com)

OGLETREE DEAKINS

400 Capitol Mall, Suite 2800

Sacramento, California 95814

Attorney(s) for Defendant Enviro Tech Chemical Services, Inc.

[X] BY E-MAIL

Pursuant to an agreement between the Parties regarding electronic service, the above-referenced document was transmitted to the addressee(s) at the e-mail addresses listed herein, which are their most recently known e-mail addresses or e-mail addresses of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 17, 2026, at Pasadena, California.



Mariah Anderson