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individually and on behalf of all others similarly situated

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

JOSE DE LA TORRE, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

USA WASTE OF CALIFORNIA, INC.,
and DOES 1-50, inclusive,

Case No. 20STCV16032

ASSIGNED FOR ALL PURPOSES TO JUDGE:
ELIHU M. BERLE, DEPT. 6

**[PROPOSED] FINAL APPROVAL ORDER AND
JUDGMENT**

Date: August 28, 2025
Time: 10:00 a.m.
Dept.: 6

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1 Plaintiffs Jose De La Torre's, Ramon Beltran's, and Lori Arellano's ("Plaintiffs" or "Class
2 Representatives") Motion for Final Approval of Class Action Settlement ("Motion for Final Approval")
3 came on for hearing before this Court, the Honorable Elihu M. Berle presiding. The Court, having
4 considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

5 1. All defined terms contained herein shall have the same meanings as set forth in the (1)
6 Amended Joint Stipulation of Class and PAGA Representative Action Settlement and Release and (2)
7 Second Amended Joint Stipulation of Class and PAGA Representative Action Settlement and Release
8 (the "Settlement Agreement"), and are incorporated by reference.

9 2. The Court has personal jurisdiction over all Settlement Members and the Court has
10 subject matter jurisdiction to approve the Settlement.

11 3. The terms of the Settlement are fair, just, reasonable, and adequate, to the Settlement
12 Class and to each Settlement Class Member and PAGA Member, and the Settlement is ordered finally
13 approved, and all terms and provisions of the Settlement should be and hereby are ordered to be
14 consummated.

15 4. The Parties are hereby directed to perform the terms of the Settlement as described in the
16 Settlement Agreement according to its terms and provisions.

17 5. The Settlement Agreement is binding on Plaintiffs, Participating Class Members, PAGA
18 Members, and the State of California. Specifically, Plaintiffs and Participating Class Members are bound
19 to the Class Settlement, and Plaintiffs, PAGA Members, and the State of California are bound to the
20 PAGA Settlement.

21 6. The Settlement Administrator received **1** (1) timely and properly submitted Requests for
22 Exclusion. The Class Settlement is not binding to those who timely and properly submitted Requests for
23 Exclusion.

24 7. The Settlement Administrator received **1** (1) complete and timely Notices of Objections.
25 The Court considered all written and oral objections and hereby overrules the objections.

26 8. It is ordered that the Settlement Class is certified for settlement purposes only. The Court
27 finds that with respect to the Settlement Class and for purposes of approving this Settlement only that: (a)
28 the members of the Settlement Class are ascertainable and so numerous that joinder of all members is

1 impracticable; (b) there are questions of law or fact common to the Settlement Class with respect to the
2 subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
3 members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
4 interests of the members of the Settlement Class; (e) a class action is superior to other available methods
5 for an efficient adjudication of this controversy; and (f) the Class Counsel are qualified to serve as
6 counsel for Plaintiffs in their individual and representative capacities for the Settlement Class.

7 9. The Court finds that the Class Notice and notice methodology implemented pursuant to
8 this Settlement: (a) constituted the best practicable notice; (b) constituted notice that was reasonably
9 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action,
10 their right to object to or exclude themselves from the Class Settlement and their right to appear at the
11 Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all
12 persons entitled to receive notice; and (d) satisfied requirements of law and due process.

13 10. The Settlement Class is hereby made final. The Settlement Class and PAGA Members
14 are defined as: all individuals employed by USA Waste of California, Inc. in California in any non-
15 exempt position from April 24, 2019, through December 25, 2023 (the “Class Period” and “PAGA
16 Period”). The following individuals having submitted timely and proper Requests for Exclusion and are
17 not included in the Settlement Class: .

18 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
19 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
20 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed
21 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

22 12. The Court hereby enters Judgment by which, as of the Effective Date and full funding of
23 the Gross Settlement Fund: (a) Participating Class Members and Plaintiffs, shall be conclusively
24 determined to have given a release of any and all Released Class Claims against the Released Parties, as
25 set forth in the Settlement Agreement and Class Notice; (b) PAGA Members, Plaintiffs and the State of
26 California, shall be conclusively determined to have given a release of any and all Released PAGA
27 Claims, as set forth in the Settlement Agreement and Class Notice.

28 13. The Settlement Agreement provides that the Gross Settlement Amount is \$2,700,000.00.

1 The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement as
2 approved herein. The Court orders the calculations and the payments to be made and administered in
3 accordance with the terms of the Settlement Agreement.

4 14. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
5 Settlement Class for purposes of entering into and implementing the Settlement.

6 15. The Court confirms James Hawkins, Gregory Mauro, and Michael Calvo of James
7 Hawkins APLC, Shaun Setareh, Jose Maria D. Patino Jr., and Tyson Gibbs of Setareh Law Group, Larry
8 W. Lee of Diversity Law Group, Edward Choi of the Law Offices of Choi & Associates, APLC, Willam
9 L. Marder of Polaris Law Group, and Dennis Hyun of Hyun Legal APC as Class Counsel.

10 16. The Court finds and determines that the Individual Settlement Payments to be paid to
11 Participating Class Members and Individual PAGA Payments to be paid to PAGA Members as provided
12 by the Settlement Agreement are fair and reasonable. The Court gives final approval to and orders
13 payment of those amounts to be made to Participating Class Members and PAGA Members and in
14 accordance with the Settlement Agreement.

15 17. The Court finds and determines that the PAGA Payment in the amount of \$135,000.00
16 is fair, reasonable, and appropriate. The Court further finds the allocation of the PAGA Payment,
17 seventy-five percent (75%) of the PAGA Payment being allocated to the LWDA in the amount of
18 \$101,250.00 and the remaining twenty-five percent (25%) in the amount of \$33,750.00 shall be allocated
19 to the PAGA Members, as fair, reasonable, and appropriate.

20 18. The Court finds and determines that the fees and expenses in administering the
21 Settlement incurred by ILYM Group, Inc., in the amount of \$35,000.00 are fair and reasonable. The
22 Court gives final approval to and orders payment of that amount in accordance with the Settlement.

23 19. The Court finds and determines that the Class Representative Service Awards in the sum
24 of \$10,000.00 each to Plaintiffs De La Torre, Beltran, and Arellano (totaling \$30,000.00) are fair and
25 reasonable. The Court hereby orders the Settlement Administrator make this payment to Plaintiffs in
26 accordance with the terms of Settlement Agreement.

27 20. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
28 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees in the sum of \$945,000.00

1 to be distributed as follows: 55% to Counsel for Plaintiff De La Torre, 30% to Counsel for Plaintiff
2 Beltran, and 15% to Counsel for Plaintiff Arellano. The Court finds such amounts to be fair and
3 reasonable. The Court orders the Settlement Administrator to make these payments in accordance with
4 the terms of the Settlement Agreement.

5 21. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
6 submitted by Class Counsel, the Court awards Class Counsel litigation costs and expenses in the amount
7 of \$49,399.84 to be distributed as follows:

8 James Hawkins APLC: \$37,692.43

9 Setareh Law Group: \$6,633.33

10 Diversity Law Group: \$1,843.07

11 Hyun Legal APC: \$216.00

12 Edward Choi of the Law Offices of Choi & Associates, APLC: \$3,015.01

13 The Court finds such amounts to be fair and reasonable. The Court orders the Settlement Administrator
14 to make these payments in accordance with the terms of the Settlement Agreement.

15 22. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or
16 for any other charge, expense, or liability with respect to the Action, except as provided for in the
17 Settlement Agreement.

18 23. With the consent of the Parties, without affecting the finality of the Order, the Court shall
19 retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
20 administration and enforcement of the Settlement. Any disputes or controversies arising with respect to
21 the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented
22 by motion to the Court; provided however, that nothing in this Paragraph shall restrict the ability of the
23 Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement
24 Agreement.

25 24. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
26 the Settlement or under this order, including the requirement that Defendant make payments in
27 accordance with the Settlement.

28 25. A Compliance Hearing will be held on June 1, 2026 at 9:00 a.m.

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26. A Compliance Status report shall be filed and served by May 25, 2026

27. The Parties will bear their own costs and attorneys’ fees except as otherwise provided by this Court’s Order awarding the Class Counsel Award for attorneys’ fees and litigation costs and expenses.

JUDGMENT

28. This Judgment is intended to be a final disposition of this action in its entirety, and is intended to be immediately appealable. Pursuant to Rule 3.769(h) of the California Rules of Court, the Court retains jurisdiction over the Parties to enforce the terms of the Settlement and this Judgment.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____
Hon. Elihu M. Berle
Superior Court Judge