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9 individually and on behalf of all others similarly situated

10 [Additional Counsel Listed On Next Page]

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
12 **FOR THE COUNTY OF LOS ANGELES**  
13

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

16 Plaintiff,

17 v.

18 WASTE MANAGEMENT OF  
19 CALIFORNIA, INC., a California  
20 Corporation, WASTE MANAGEMENT,  
INC., a Texas Corporation, and DOES 1-  
21 50, inclusive,

22 Defendants.  
23  
24  
25  
26  
27  
28

Case No. 20STCV16032  
ASSIGNED FOR ALL PURPOSES TO JUDGE:  
ELIHU M. BERLE, DEPT. 6

**CLASS & REPRESENTATIVE ACTION**

**[PROPOSED] ORDER GRANTING  
PLAINTIFFS' MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT**

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25  
26 Attorneys for Plaintiff LORI ARELLANO and the Class

1 The Court, having reviewed Plaintiffs Jose De La Torre's, Ramon Beltran's, and Lori  
2 Arellano's ("Plaintiffs") Notice and Motion for Preliminary Approval of Class Action Settlement,  
3 which included therein a request for provisional certification of the identified Class for settlement  
4 purposes only, a request for approval as to the form and manner of disseminating notice to the Class;  
5 for appointment of the Class Representatives, Class Counsel, and the Settlement Administrator, for the  
6 Court to set the deadlines by which Class Members may request to exclude themselves from or object  
7 to the proposed settlement; and to set a final approval hearing; having reviewed and considered the  
8 parties' Amended Joint Stipulation of Class and PAGA Representative Action Settlement and Release  
9 ("Settlement Agreement"); having heard and considered the oral arguments presented at the regularly  
10 scheduled hearing on March 27, 2025 at 9 a.m. in the above-entitled court; and having reviewed and  
11 considered all other papers filed in this Action, HEREBY ORDERS that:

12 1. This Order shall incorporate by reference the Settlement Agreement. To the extent the  
13 terms are defined in the Settlement Agreement, all defined terms contained herein shall have the same  
14 meaning as set forth in the Settlement Agreement;

15 2. The Court has jurisdiction over the claims asserted in this Action and has personal  
16 jurisdiction over the Plaintiffs, Defendant and members of the Class;

17 3. Preliminary approval of the settlement reached in this class and representative action is  
18 GRANTED. The Court finds that the settlement has been reached through arm's length, adversarial  
19 and non-collusive bargaining; Plaintiffs' counsel has conducted a sufficient investigation into facts and  
20 legal claims raised by this Action; and that counsel for Plaintiffs are experienced in similar litigation.  
21 The Court, therefore, finds that the proposed settlement is within the range of reasonableness of a  
22 settlement that could ultimately be given final approval by this Court.

23 4. The Court finds that, for settlement purposes only, the Class meets the requirements for  
24 certification under California Code of Civil Procedure section 382, in that:

- 25 a. The Class is ascertainable and so numerous that joinder of all members of the  
26 class is impracticable;

- 1           b.       Common questions of law and fact predominate, and there is a well-defined  
2               community of interest amongst the members of the Class with respect to the  
3               subject matter of the litigation;  
4           c.       Plaintiffs' claims are typical of the claims of the members of the Class;  
5           d.       Plaintiffs will fairly and adequately protect the interest of the Class;  
6           e.       The attorneys of James Hawkins APLC, Setareh Law Group, Diversity Law  
7               Group, P.C., Law Offices of Choi & Associates, APLC, Polaris Law Group, and  
8               Hyun Legal, APC are qualified to serve as Class Counsel for the members of the  
9               Class, including the Class Representative;  
10          f.       A class action is the superior method to resolve the dispute.

11          5.       The Court provisionally certifies, for settlement purposes only, the Class defined as  
12 follows:

13               All individuals employed by USA Waste of California,  
14               Inc. in California in any non-exempt position from April 24, 2019, through  
              December 25, 2023.

15          6.       Plaintiffs Jose De La Torre, Ramon Beltran, and Lori Arellano are appointed as the  
16 Class Representatives;

17          7.       Plaintiffs' counsel, James Hawkins, Gregory Mauro, and Michael Calvo of James  
18 Hawkins APLC, Shaun Setareh, Jose Maria D. Patino Jr., and Tyson Gibbs of Setareh Law Group,  
19 Larry W. Lee of Diversity Law Group, Edward Choi of the Law Offices of Choi & Associates, APLC,  
20 Willam L. Marder of Polaris Law Group, and Dennis Hyun of Hyun Legal APC are appointed as Class  
21 Counsel for the Class;

22          8.       ILYM Group, Inc. shall be appointed as the Settlement Administrator for the Action  
23 and reasonable Settlement Administration Costs shall be paid as set forth in the Settlement Agreement;

24          9.       The Notice of Proposed Class Action Settlement and Date for Final Approval Hearing,  
25 a copy of which is attached as Exhibit A to the Settlement Agreement ("Notice Packet") are approved  
26 as to their form and content. The Court finds that the Notice Packet's form, content, and manner of  
27 distribution as set forth in the Settlement Agreement satisfies the due process requirements and shall  
28

1 thus constitute due and sufficient notice to all parties entitled thereto. The Class Notice shall be  
2 distributed to Class Members in the manner outlined in the Settlement Agreement;

3 10. Defendant shall provide to the Settlement Administrator for each identifiable member  
4 of the Class the following information: name, address, social security number, telephone number, and  
5 the number of work weeks worked during the Class Period, and the number of Pay Periods worked  
6 during the PAGA Period based on its business and payroll records (“Class Data List”), within fourteen  
7 (14) days of the date of this Order;

8 11. The Settlement Administrator shall mail the court-approved Notice Packets using the  
9 procedures and methods outlined in the Settlement Agreement within fourteen (14) business days of  
10 receipt of the Class Data;

11 12. Any Class Member may elect to be excluded from the settlement as provided in the  
12 Settlement Agreement and the Notice Packet. All requests for exclusion must be post marked on or  
13 before the Response Deadline. Class Members who do not submit a timely request for exclusion to the  
14 Settlement Administrator shall be bound by the Settlement Agreement, all determinations of this  
15 Court, and final judgment;

16 13. Any Class Member may object to the settlement or express his or her views regarding  
17 the settlement and may present evidence, file brief or other papers that may be proper and relevant to  
18 the issues to be heard and determined by the Court, as provided in the Settlement Agreement and  
19 Notice Packet. Any Class Member who does not make his or her objection at or before the final  
20 approval hearing shall be deemed to have waived any such objection and shall be foreclosed to  
21 objecting to the Settlement;

22 14. The final approval hearing shall be held on \_\_\_\_\_ at  
23 \_\_\_\_\_ in Department 6 of the above-entitled Court, located at 312 N Spring Street, Los  
24 Angeles, CA 90012, to determine all necessary matters concerning the Settlement Agreement,  
25 including whether the proposed settlement of the Action on the terms and conditions provided for in  
26 the Settlement Agreement is fair, adequate and reasonable and should be finally approved by the  
27 Court. At that time, the Court will also hold a hearing on Class Counsel’s application for attorneys’  
28 fees, costs, and the Class Representative Service Award;

1           15.     Plaintiffs shall file their Motion for Final Approval of Class Action Settlement no later  
2 than sixteen (16) court days before the final approval hearing;

3           16.     Class Counsel shall file their application for attorneys' fees, costs and Class  
4 Representative Service Award no later than sixteen (16) court days before the final approval hearing;

5           17.     Pending the final approval hearing, all proceedings in this action, other than the  
6 proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement  
7 and this Order, shall be stayed;

8           18.     The Court reserves the right to adjourn or continue the date of the final approval hearing  
9 and all dates provided for in the Settlement Agreement, without further notice to the Class, and retains  
10 continuing and exclusive jurisdiction to consider all further applications arising out of or in connection  
11 with the Settlement Agreement;

12           19.     If, for any reason, the settlement is not finally approved or does not become effective,  
13 this Order Granting Preliminary Approval of Class Action Settlement shall be deemed vacated and  
14 shall have no force or effect whatsoever, and the Action shall proceed as if no settlement had been  
15 attempted.

16           **IT IS SO ORDERED.**

17  
18 Dated: \_\_\_\_\_

\_\_\_\_\_  
Honorable Elihu M. Berle  
Los Angeles County Superior Court