

1. A judgment, decree, or order was entered in this action on *(date)*: January 7, 2026
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 1/8/2026

Gregory Mauro

(TYPE OR PRINT NAME OF	☒	ATTORNEY	☐	PARTY WITHOUT ATTORNEY)
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(SIGNATURE)

PLAINTIFF/PETITIONER: Jose De La Torre
 DEFENDANT/RESPONDENT: USA Waste of California, Inc.

CASE NUMBER:
 20STCV16032

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

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

Date: _____

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

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On January 8, 2026, I served on the interested parties in this action the following document(s) entitled:

[XX] BY ELECTRONIC SERVICE: Via electronic filing service provider- electronically transmitting the documents listed above to CaseAnywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic Service. The transmission(s) was reported as complete and without error to the addresses as stated on the service list below.

Executed on January 8, 2026, at Irvine, California

Alma Chavarin

SERVICE LIST

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Via LWDA Website Only

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

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individually and on behalf of all others similarly situated

[Additional Counsel Listed On Next Page]

**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

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

Date: December 22, 2025
Time: 9:00 a.m.
Dept.: 6

FILED
Superior Court of California
County of Los Angeles

01/07/2026

David W. Slayton, Executive Officer / Clerk of Court

By: P. Herrera Deputy

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26 Attorneys for Plaintiff LORI ARELLANO and the Class
27
28

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 four (4) timely and properly submitted Requests
22 for Exclusion from Justin Diridoni, Benito Johnson, Rodney Nelson, and Alonzo Williams. The Class
23 Settlement is not binding on these four individuals who timely and properly submitted Requests for
24 Exclusion.

25 7. The Settlement Administrator received one (1) complete and timely Notices of
26 Objections from four (4) individuals represented by the York Law Corporation. The Court considered all
27 written and oral objections and hereby overrules the objections.

28 8. It is ordered that the Settlement Class is certified for settlement purposes only. The Court

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

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

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

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

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

California, shall be conclusively determined to have given a release of any and all Released PAGA Claims, as set forth in the Settlement Agreement and Class Notice.

13. The Settlement Agreement provides that the Gross Settlement Amount is \$2,700,000.00. The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement as approved herein. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Settlement Agreement.

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

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

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

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

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

19. The Court finds and determines that the Class Representative Service Awards in the sum of \$7,500.00 each to Plaintiffs De La Torre, Beltran, and Arellano (totaling \$22,500.00) are fair and reasonable. The Court hereby orders the Settlement Administrator make this payment to Plaintiffs in

1 accordance with the terms of Settlement Agreement.

2 20. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
3 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees in the sum of \$900,000.00
4 to be distributed as follows: 55% to Counsel for Plaintiff De La Torre, 30% to Counsel for Plaintiff
5 Beltran, and 15% to Counsel for Plaintiff Arellano. The Court finds such amounts to be fair and
6 reasonable. The Court orders the Settlement Administrator to make these payments in accordance with
7 the terms of the Settlement Agreement.

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

11 James Hawkins APLC: \$37,692.43

12 Setareh Law Group: \$6,633.33

13 Diversity Law Group: \$1,843.07

14 Hyun Legal APC: \$216.00

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

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

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

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

28 24. Nothing in this Order shall preclude any action to enforce the Parties' obligations under

1 the Settlement or under this order, including the requirement that Defendant make payments in
2 accordance with the Settlement.

3 25. A Compliance Hearing will be held on October 30, 2026 at 8:30 a.m.

4 26. A Compliance Status report shall be filed and served by October 19, 2026 with a
5 declaration from the Settlement Administrator ILYM identifying the distribution in accordance with the
6 terms of the settlement agreement.

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

10 **JUDGMENT**

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

14
15 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

16 01/07/2026



Elihu M. Berle

17 Dated: _____

~~Elihu M. Berle / Judge~~ _____

18 Hon. Elihu M. Berle
19 Superior Court Judge