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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

NORBERTO CEJA, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

WARE DISPOSAL, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 30-2021-01224571-CU-OE-CXC
[consolidated with 30-2021-01228821-CU-OE-
CXC]

Honorable William D. Cluster
Department CX101

CLASS ACTION

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

Date: December 6, 2024
Time: 9:00 a.m.
Department: CX101

Complaint Filed: October 1, 2021
FAC Filed: November 20, 2023
Trial Date: None Set

1 This matter has come before the Honorable William D. Claster in Department CX101 of
2 the above-entitled Court, located at the Civil Complex Center, 751 West Santa Ana Boulevard,
3 Santa Ana, California 92701, on Plaintiff Norberto Ceja's ("Plaintiff") Motion for Final Approval
4 of Class Action Settlement, Attorneys' Fees and Costs, and Enhancement Award ("Motion for
5 Final Approval"). Lawyers *for* Justice, PC appeared on behalf of Plaintiff, and Rutan & Tucker,
6 LLP appeared on behalf of Defendant Ware Disposal, Inc. ("Defendant").

7 On July 2, 2024, the Court entered the Order Granting Preliminary Approval of Class
8 Action Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement
9 of the above-entitled action ("Action") in accordance with the Settlement Agreement and
10 Stipulation to Resolve Class Action and PAGA Claims, Amendment No. 1 to Settlement
11 Agreement and Stipulation to Resolve Class Action and PAGA Claims, and Amendment No. 2 to
12 Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims (collectively,
13 "Settlement," "Agreement," or "Settlement Agreement"), which, together with the exhibits
14 annexed thereto set forth the terms and conditions for settlement of the Action.

15 Having reviewed the Settlement Agreement and duly considered the parties' papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 Anyone who was employed by Defendant in the State of California, as a
28 non-exempt or hourly-paid employee at any time during the Class Period
("Class" or "Class Members").

1 4. The Notice of Class Action Settlement (“Class Notice”), Request for Exclusion
2 Form, and Workweek Dispute Form (collectively, “Notice Packet”) that was provided to the Class
3 Members and Aggrieved Employees, fully and accurately informed the Class Members of all
4 material elements of the Settlement and of their opportunity to participate in, object to or comment
5 thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable under the
6 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
7 the laws of the State of California, the United States Constitution, due process and other applicable
8 law. The Class Notice fairly and adequately described the Settlement and provided the Class
9 Members with adequate instructions and a variety of means to obtain additional information.

10 5. Pursuant to California law, the Court hereby grants final approval of the Settlement
11 and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
12 specifically, the Court finds that the Settlement was reached following meaningful discovery and
13 investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the
14 result of serious, informed, adversarial, and arms-length negotiations between the parties; and that
15 the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the
16 Court has considered all of the evidence presented, including evidence regarding the strength of
17 Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of
18 further litigation; the amount offered in the Settlement; the extent of investigation and discovery
19 completed; and the experience and views of Class Counsel. The Court has further considered the
20 absence of objections to the Class Settlement and Opt-Out Requests from the Class Settlement
21 submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected
22 in accordance with the Settlement Agreement and the following terms and conditions.

23 6. A full opportunity has been afforded to the Class Members to participate in the
24 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
25 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
26 the Class Settlement. Accordingly, the Court determines that each Class Member who has not
27 submitted a valid and timely Opt-Out Request (“Participating Class Members”), are bound by the
28 Class Settlement and by this order and judgment (“Final Approval Order and Judgment”), and the

1 State of California and anyone who was employed by Defendant in the State of California, as a
2 non-exempt or hourly-paid employee at any time during the PAGA Period (“Aggrieved
3 Employees”) are bound by the PAGA Settlement and this Final Approval Order and Judgment.

4 7. The Court finds that allocation of \$150,000.00 toward penalties under the
5 California Private Attorneys General Act of 2004 (“PAGA Amount”), is fair, reasonable, and
6 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
7 Amount as follows: the amount of \$112,500.00 to the California Labor and Workforce
8 Development Agency (“LWDA Payment”), and the amount of \$37,500.00 (“PAGA Payment”) to
9 be distributed to the Aggrieved Employees on a *pro rata* basis (“Individual PAGA Payments”), in
10 accordance with the terms and methodology set forth in the Agreement.

11 8. The Court finds that payment of Settlement Administration Costs in the amount of
12 \$9,500.00 is appropriate for the services performed and costs incurred and to be incurred for the
13 notice and settlement administration process. It is hereby ordered that the Settlement
14 Administrator, Simpluris Inc., shall issue payment to itself in the amount of \$9,500.00, in
15 accordance with the terms and methodology set forth in the Agreement.

16 9. The Court finds that the Enhancement Award sought is fair and reasonable for the
17 work performed by Plaintiff on behalf of the Class, the State of California, and Aggrieved
18 Employees. It is hereby ordered that the Settlement Administrator issue payment in the amount of
19 \$7,500.00 to Plaintiff Norberto Ceja for his Enhancement Award, according to the terms and
20 methodology set forth in the Agreement.

21 10. The Court finds that the request for attorneys’ fees in the amount of \$612,500.00 to
22 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
23 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
24 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
25 amount of \$612,500.00 to Class Counsel for attorneys’ fees, in accordance with the terms and
26 methodology set forth in the Agreement.

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1 11. The Court finds that reimbursement of litigation costs and expenses in the amount
2 of \$15,946.97 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
3 Settlement Administrator issue payment in the amount of \$15,946.97 to Class Counsel for
4 reimbursement of litigation costs and expenses, in accordance with the terms and methodology set
5 forth in the Agreement.

6 12. The Court hereby enters Judgment by which Participating Class Members shall be
7 conclusively determined to have given a release of any and all Released Class Claims against the
8 Released Parties, and the State of California and all Aggrieved Employees shall be conclusively
9 determined to have given a release of any and all Released PAGA Claims against the Released
10 Parties, as set forth in the Agreement and Class Notice.

11 13. It is hereby ordered that Defendant shall deposit \$900,000.00 within sixty (60)
12 calendar days of the Effective Date (“First Installment”), and \$850,000.00, as well as the Employer
13 Payroll Taxes, within six (6) months of the First Installment (“Second Installment”), into an
14 account established by the Settlement Administrator, in accordance with the terms and
15 methodology set forth in the Agreement (the First Installment, Second Installment, and Employer
16 Payroll Taxes are collectively referred to as the “Settlement Fund”). Defendant shall have a grace
17 period of ten (10) calendar days from each installment due date to fund each installment payment
18 (“Grace Period”).

19 14. It is hereby ordered that within fifteen (15) business days after receipt of the
20 Settlement Fund from Defendant, the Settlement Administrator will distribute checks for all
21 Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to
22 Aggrieved Employees, Attorneys’ Fees and Costs to Class Counsel, Enhancement Award to
23 Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement
24 Administrator, in accordance with the terms and methodology set forth in the Agreement.

25 15. Individual Settlement Payments and Individual PAGA Payments will become void
26 and no longer available if not cashed within one hundred eighty (180) calendar days after mailing.
27 The funds from voided checks will be transferred to the State of California Office of the Controller
28 Unclaimed Property Division in the name of the Participating Class Member and/or Aggrieved

Employee who did not cash, deposit, or otherwise negotiate his/her/their checks. Participating Class Members whose Individual Settlement Payment checks are cancelled shall, nevertheless, be bound to the Class Settlement. Aggrieved Employees whose Individual PAGA Payment checks are cancelled shall, nevertheless, be bound to the PAGA Settlement.

16. After entry of this Final Approval Order and Judgment, pursuant to California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

17. Notice of entry of this Final Approval Order and Judgment shall be given to the Participating Class Members and Aggrieved Employees by posting a copy of the Final Approval Order and Judgment on the Settlement Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

18. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in Department CX101. Class Counsel shall submit a final accounting report regarding the status of the settlement administration at least five (5) court days prior to the Final Compliance Hearing.

Dated: _____

Honorable William D. Claster
Judge of the Superior Court