

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

PEDRO ISMAEL PEDROSO, individually,
and on behalf of all other similarly situated
current and former employees of Defendants;

Plaintiffs,

vs.

OTAY LANDFILL, INC., a corporation;
REPUBLIC SERVICES ALLIANCE
GROUP, INC., a corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 37-2021-00043223-CU-OE-CTL
[Assigned for all purposes to the Hon.
Katherine Bacal, Dept. C69]

~~[PROPOSED]~~ **JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS AND
MOTION FOR ATTORNEY'S FEES,
SERVICE AWARD AND COSTS**

On March 22, 2024, this Court issued an Order Granting Preliminary Approval of the parties Joint Stipulation of Class Action Settlement and Release (the "Settlement" or the "Settlement Agreement"). Named Plaintiff Pedro Ismael Pedroso now seeks a final order and judgment granting final approval of the Class Action and PAGA Settlement Agreement and Release of Claims attached to the Declaration of Farzad Rastegar in Support of Plaintiff's Notice of Motion and Motion for Final Approval of Class Action and PAGA Settlement Agreement and Release of Claims ("Motion for Final Approval") as Exhibit 1.

1 Due and adequate notice having been given to the Settlement Class Members, as
2 defined below, and the Court having considered Plaintiff's Motion for Final Approval, the
3 supporting declarations and exhibits thereto, all papers filed and proceedings had herein,
4 and any written objections received regarding the Settlement Agreement, and having
5 reviewed the record in the Actions, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:**

7 1. The Court, for purposes of this Final Order and Judgment, adopts all defined
8 terms as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
10 Settlement Class Members, and Defendants Otay Landfill, Inc., and Republic Services
11 Alliance Group, Inc. ("Defendants").

12 3. The Court finally approves the Settlement Agreement and finds the terms
13 thereof to be fair, reasonable, just, adequate, and in the best interests of the Settlement
14 Class Members.

15 4. The Court finds that no class member objected to or opted-out of the
16 Settlement Agreement. As such, Plaintiff and all Class Members (i.e., the "Settlement
17 Class Members") shall have, by operation of this Final Order and Judgment, fully, finally,
18 and forever released, relinquished, and discharged Defendants and all Released Parties
19 from all Released Claims as defined in the Settlement Agreement.

20 5. The Parties shall bear their own respective attorney's fees and costs, except as
21 otherwise provided for in the Settlement Agreement and approved by the Court.

22 6. Solely for purposes of effectuating the Settlement, the Court finally certified
23 the following class: "all current and former nonexempt employees employed by
24 Defendants at the Otay Landfill in California at any time from July 1, 2019 through
25 November 9, 2023."

26 7. The Notice provided to the Settlement Class Members conforms with the
27 requirements of California Code of Civil Procedure section 382, California Civil Code
28 section 1781, California Rules of Court 3.766 and 3.769, the California and United States

1 Constitutions, and any other applicable law, and constitutes the best notice practicable
2 under the circumstances, by providing individual notice to all Settlement Class Members
3 who could be identified through reasonable effort, and by providing due process and
4 adequate notice of the proceedings and of the matters set forth therein to the Settlement
5 Class Members. The Notice fully satisfies the requirements of due process.

6 8. The Court directs the Parties to implement and carry out the terms and
7 provisions of the Settlement Agreement.

8 9. The Court finds the Gross Settlement Amount, the Net Settlement Amount,
9 and the methodology used to calculate and pay each Settlement Class Member's Individual
10 Settlement Payment are fair and reasonable, and authorizes the Settlement Administrator to
11 pay the Individual Settlement Payments to the Settlement Class Members in accordance
12 with the terms of the Settlement Agreement.

13 10. Defendants shall make a one-time deposit into the QSF of the Gross
14 Settlement Amount, no later than thirty (30) calendar days after the Effective Date.
15 Once Defendants have complied with their obligation set forth in this paragraph, it shall be
16 deemed to have satisfied all of the terms and conditions of this Settlement Agreement, shall
17 be entitled to all the protections afforded it under this Settlement Agreement, and shall
18 have no further obligations under this Settlement Agreement, regardless of what occurs
19 with respect to the further administration of the Settlement. The Settlement Administrator
20 (and not Defendant) shall issue the applicable W-2s and IRS Form 1099 reflecting all
21 payments to the Class Members.

22 11. No later than ten (10) calendar days after the deposit of the payment into the
23 QSF, the Settlement Administrator will mail the Individual Settlement Payments to the
24 class members, the Service Payment to the Class Representative, the payment to the
25 LWDA for PAGA Penalties, the payments to Aggrieved Employees for PAGA Penalties,
26 the payments to Plaintiff's counsel for Attorney's Fees and Costs, and will pay itself the
27 Settlement Administration Costs.

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1 11. The Court hereby approves a Service Payment in the amount of Seven-
2 Thousand Five-Hundred Dollars and Zero Cents (\$7,500.00) from the Maximum
3 Settlement Fund to Named Plaintiff for his services as class representatives and for his
4 agreement to release all claims.

5 12. From the Gross Settlement Fund, Class Counsel is awarded Eighty-Seven
6 Thousand Five-Hundred Dollars and Zero Cents (\$87,500.00) for their reasonable
7 Attorney's Fees and Nine Thousand One-Hundred Twenty-Two Dollars and Eighty-five
8 Cents (\$9,122.85) for their reasonable costs incurred in the Actions.

9 13. The Court approves Settlement Administration Costs in the amount of Seven
10 Thousand Nine-Hundred Seventy-Five Dollars (\$7,975.00). Such costs shall be paid from
11 the Maximum Settlement Fund.

12 14. Thereafter, compensation to the Settlement Class Members shall be
13 effectuated pursuant to the terms of the Settlement.

14 15. This Judgment is intended to be a final disposition of the above captioned
15 action in its entirety, and is intended to be immediately appealable.

16 16. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement and enforcement of this Final
18 Approval Order.

19 17. This Final Approval Order and Judgment will have full *res judicata* effect
20 and be final and binding upon the Settlement Class Members regarding the Released Class
21 Claims and upon Plaintiff for any claims against Defendant or the Released Parties relating
22 to or arising from Plaintiff's employment with or separation from Defendant ("Plaintiff's
23 Released Claims"). This Final Approval Order and Judgment and the underlying
24 Settlement Agreement preclude the Named Plaintiff and Settlement Class Members from
25 instituting, commencing, or continuing to pursue, directly or indirectly, as an individual or
26 collectively, representatively, derivatively, or on behalf of himself or herself, or in any
27 other capacity of any kind whatsoever, any action in this Court, any other state or federal
28 court, or any arbitration or mediation proceeding or any other similar proceeding, against

1 any of the Released Parties, that asserts any Released Claims. This Final Approval Order
2 and Judgment permanently enjoins and bars all Settlement Class Members from
3 prosecuting any and all of the Released Claims and Named Plaintiff from prosecuting any
4 of the Plaintiff's Released Claims against any of the Released Parties, on satisfaction of all
5 payments and obligations hereunder. This Final Approval Order and Judgment
6 permanently enjoins and bars all Settlement Class Members from reopening any of the
7 Released Claims against the Released Parties.

8 18. The Settlement is not an admission by Defendant or by any of the Released
9 Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other Released Parties. Neither this Order, the Settlement Agreement,
11 nor any document referred to herein, nor any action taken to carry out the Settlement
12 Agreement, may be construed as, or may be used as, an admission of any fault,
13 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any
14 of the other Released Parties. Nor should this Order or the Settlement Agreement be
15 construed as an admission that Plaintiff can serve as adequate Class Representative or that
16 an ascertainable class exists. There has been no determination by any court as to the merits
17 of the claims asserted by Plaintiff against Defendant or as to whether a class or classes
18 should be certified, other than for settlement purposes only.

19 ~~19. Plaintiff shall file a final accounting report with the Court before~~
20 ~~_____, 2024.~~

21 20. Plaintiff's Motion for Final Approval is hereby granted and the Court directs
22 that judgment shall be entered in accordance with the terms of this Final Order and
23 Judgment.

24 **IT IS SO ORDERED AND ADJUDICATED.**

25 DATE: **03/28/2024**



26
27 HON. KATHERINE BACAL
28 SUPERIOR COURT JUDGE