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and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE - COMPLEX

RODOLFO GAONA CRUZ, an individual and
class representative on behalf of himself and all
other similarly situated non-exempt former and
current employees,

Plaintiff,

vs.

SA RECYCLING LLC, a Delaware Limited
Liability Company; GEORGE ADAMS, an
individual; MARK SWEETMAN, an individual;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 30-2021-01218757-CU-OE-CXC
[ASSIGNED FOR ALL PURPOSES TO
JUDGE RANDALL J. SHERMAN]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT
AND FINAL JUDGMENT**

Date: March 21, 2025
Time: 10:00 AM
Dept.: CX-105
Judge: Hon. Randall J. Sherman

Action Filed: August 30, 2021
Trial Date: None Set

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Joint Stipulation of Class Action and PAGA Settlement (the “Settlement Agreement”)
3 came for hearing on March 21, 2025, in Department CX-105 of the above-entitled court. On
4 November 15, 2024, the Court entered an order granting preliminary approval of the settlement.
5 The Final Approval Motion was unopposed by Defendants SA Recycling, George Adams, and
6 Mark Sweetman. Having considered the Final Approval Motion, the Settlement Agreement, the
7 Declarations, and all other materials properly before the Court and having conducted an inquiry
8 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement
9 was entered by all parties in good faith, and the Settlement Agreement is approved. Due and
10 adequate notice having been given to the Class, and the Court having considered the Settlement
11 Agreement, all papers filed and proceedings had herein and all oral and written comments
12 received regarding the proposed settlement, and having reviewed the record in this Litigation, and
13 good cause appearing,

14 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- 15 1. The Court grants final approval of the Settlement Agreement.
- 16 2. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
17 defined terms as set forth in the Settlement Agreement.
- 18 3. The Court has jurisdiction over the subject matter over this Action, the Class
19 Representative, the Class Members, and Defendant.
- 20 4. The Court finds that the distribution of the Class Notice, as provided for in the
21 Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable
22 under the circumstances to all Class Members and fully met the requirements of California law
23 and due process under the Constitution of the State of California and United States Constitution.
24 Based on evidence and other material submitted, the actual notice to the Class was adequate and
25 reasonably calculated, under the circumstances, to apprise Settlement Class Members of the
26 pendency of the action, the terms of the proposed settlement, and of their right to appear, object to,
27 or exclude themselves from the proposed settlement.

1 5. The Court finds that the instant Action presented a good faith dispute of the claims
2 alleged, and the Court finds in favor of settlement approval. Specifically, the claims on behalf of
3 the Class Members included the alleged (1) Failure to Provide Required Meal Periods; (2) Failure
4 to Provide Required Rest Periods; (3) Failure to Pay Overtime; (4) Failure to Pay Minimum Wage;
5 (5) Failure to Pay All Wages During Employment; (6) Failure to Pay All Wages Due to
6 Discharged and Quitting Employees; (7) Failure to Maintain Required Records; (8) Failure to
7 Furnish Accurate Itemized Statements; (9) Failure to Indemnify Employees for Necessary
8 Expenditures Incurred in Discharge of Duties (10) Unfair Business Practices; and (11) claims for
9 civil penalties under the California Private Attorneys General Act of 2004 (“PAGA”).

10 6. Three (3) Class Members requested Exclusion from the Settlement following a full
11 and fair opportunity to do so, so all Class Members are entitled to payment pursuant to the
12 Settlement and this Judgment. Specifically, the following three (3) Class Members requested
13 Exclusion from the Settlement:

14 Timothy Brumet

15 Fred Gutierrez

16 Salvador Mariscal

17 7. Zero (0) Class Members objected to the Settlement following a full and fair
18 opportunity to participate in the Final Approval Hearing.

19 8. The Court approves the Settlement, as set forth in the Settlement Agreement and
20 each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties are
21 directed to perform in accordance with the terms set forth in the Settlement Agreement.

22 9. The Parties are to bear their own costs, except as otherwise provided in the
23 Settlement Agreement.

24 10. For purposes of effectuating this Order and Judgment (including the Released
25 Claims), this Court certifies and binds the following Settlement Class for settlement purposes
26 only: All current and former non-exempt hourly employees of Defendants who worked at any of
27 Defendants’ locations in the State of California at any time from August 30, 2017 through
28 November 15, 2024. The Court deems this definition sufficient for purposes of California Rules of

1 Court, rule 3.765(a). Excluded from the Settlement Class are persons who validly and timely
2 exclude themselves using the procedures set forth in the Settlement Agreement, as well as any
3 judicial officer who presides over this matter and members of their family.

4 11. With respect to the Settlement Class and for purposes of approving this Settlement,
5 this Court finds and concludes as follows: (a) the Class Members are ascertainable and so
6 numerous that joinder of all members is impracticable; (b) there are questions of law or fact
7 common to the Class Members, and there is a well-defined community of interest among the Class
8 Members with respect to the subject matter of the Action; (c) the claims of the Class
9 Representative are typical of the claims of the Class Members; (d) the Class Representative has
10 fairly and adequately protected the interests of the Class Members; (e) a class action is superior to
11 other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are
12 qualified to serve as counsel for the Plaintiff in his individual and representative capacity and for
13 the Settlement Class.

14 12. The Court further finds that the Settlement is fair, adequate, and reasonable and in
15 the best interests of the Class. The Court finds that the Parties reached the Settlement following
16 meaningful discovery and investigation conducted by Class Counsel and that the Settlement is the
17 result of serious, informed, adversarial, and arms-length negotiations between the Parties. In so
18 finding, the Court has considered all of the evidence presented, including evidence regarding the
19 strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely
20 duration of further litigation; the amount offered in the Settlement; the extent of investigation and
21 discovery completed; and the experience and views of Class Counsel.

22 13. By this Judgment, the Class Representative shall release, relinquish, and discharge,
23 and each of the Settlement Class Members shall be deemed to have, and by operation of the
24 Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released
25 Claims, as defined in the Settlement Agreement.

26 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any act
27 performed or document executed pursuant to or in furtherance of the Settlement Agreement or the
28 Settlement (i) is or may be deemed to be or may be used by the Plaintiff or Class Members as an

1 admission of, or evidence of, the validity of any of the Class Members' Released Claims, or of any
2 wrongdoing or liability of Defendant or any of the other Released Parties; or (ii) is or may be
3 deemed to be or may be used by the Plaintiff or Class Members as an admission of, or evidence of,
4 any fault or omission of Defendant or any of the other Released Parties in any civil, criminal, or
5 administrative proceeding in any court, administrative agency, or other tribunal.

6 15. Plaintiff and all Class Members, shall have, by operation of this Order and the
7 accompanying Final Judgment, fully, finally and forever released, relinquished and discharged
8 Released Parties from all Settled Claims, as set forth in the Settlement Agreement. Class Members
9 shall be forever barred and enjoined from prosecuting any of the Settled Claims against the Released
10 Parties whether or not they actually receive or cash individual Settlement Payment checks or
11 Individual PAGA Share Payment checks and shall not be entitled to any further payment or any
12 personal relief of any kind from any Released Parties including any payment for damages, wages,
13 compensation, commissions, fees, costs, reimbursements, penalties, or interest on account of the
14 Settled Claims.

15 16. The State of California, including the California Labor and Workforce Development
16 Agency ("LWDA"), by and through Plaintiff, a PAGA Representative, shall by operation of this Order
17 and the accompanying Final Judgment, fully, finally and forever released, relinquished and discharged
18 Released Parties from all Settled PAGA Claims, as set forth in the Settlement Agreement.

19 17. The Maximum Settlement Amount to be paid under the Settlement Agreement is
20 \$1,980,000.00. From this amount, Class Counsel collectively sought an award of attorney fees of
21 \$660,132.00, litigation expenses of \$26,677.42, a Service Payment for Plaintiff of \$5,000.00, third
22 party administrator fees of \$17,950.00 to Phoenix Settlement Administrators, and \$40,000.00 for
23 PAGA penalties, \$30,000.00 of which is paid to the California Labor and Workforce Development
24 Agency ("LWDA") and \$10,000.00 to eligible Class Members who were employed during the
25 PAGA Period as set forth in the Settlement Agreement. Defendant does not oppose these requests.

26 18. The Court finds that the amounts for the attorney fees, litigation costs and
27 expenses, costs of settlement administration, and allocation toward PAGA penalties are fair,
28 reasonable, and appropriate in light of the services and work performed, costs incurred and to be

1 incurred, and the results achieved in this Action. The Court has reviewed the Declaration of
2 Plaintiff submitted in support of his request for a Service Award, and approves his Service Award
3 in the amount of \$5,000.00.

4 19. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
5 awards the payments set forth below from the Settlement Amount:

- 6 A) \$660,132.00 to Class Counsel for attorney fees;
7 B) \$26,677.42 to Class Counsel for litigation costs and expenses;
8 C) \$5,000.00 to Plaintiff as a Service Payment;
9 D) \$17,950.00 to the Settlement Administrator for the costs of settlement
10 administration;
11 E) \$30,000.00 to the LWDA; and
12 F) After deducting the foregoing payments from the Settlement Amount, the
13 remainder shall form the Net Settlement Fund payable to the Settlement Class Members as set
14 forth in the Settlement Agreement and as calculated by the Settlement Administrator.

15 20. The Settlement Administrator is directed to calculate the Class Members'
16 Individual Settlement Amounts from the Net Settlement Fund and issue all payments within and in
17 accordance with the Settlement Agreement and the timeline set forth below:

18 March 21, 2025	The Effective Date occurs
19 April 7, 2025	Deadline for Defendants to Fund Qualified Settlement Fund with full GSA
20 April 21, 2025	The Settlement Administrator shall issue payments to the Settlement Class Members, Class Counsel, Plaintiff, the LWDA and itself.
21 October 20, 2025 22 (180 days after date of issuance of settlement check by the Settlement Administrator)	Deadline for Class Members to cash checks. Settlement Administrator shall issue the uncashed check fund to the California State Controller's Office, Unclaimed Property Division.
23 December 24, 2025	Class Counsel shall file a declaration from the Settlement Administrator setting forth the disbursements that were actually made.

1
2 21. Settlement Class Members shall have 180 days to negotiate the settlement check
3 from the date of issuance by the Settlement Administrator. If a Class Member does not negotiate
4 their check within this time period, the check shall be tendered to the State Controller's Office,
5 Unclaimed Property Division in the name of the Settlement Class Member and the amount of the
6 check that was cancelled. The value of the unclaimed funds in the Settlement Administrator's
7 account as a result of a failure to timely cash a settlement check shall be sent to California State
8 Controller (Unclaimed Property).

9 22. This document shall constitute a Final Judgment for purposes of California Rule of
10 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
11 Class Representative, the Class Members, and Defendant for the purposes of supervising the
12 implementation, enforcement, construction, administration, and interpretation of the Settlement
13 Agreement and this Judgment.

14 23. The Settlement Administrator shall file a final report regarding distribution and
15 uncashed checks by December 24, 2025. An Order to Show Cause Re: Compliance with
16 Judgement is scheduled for January 9, 2026, at 10:00 a.m.

17 **IT IS SO ORDERED.**

18
19 DATED: _____

HON. RANDALL J. SHERMAN
Judge of the Superior Court