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6 on behalf of himself and others similarly situated.

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Superior Court of California
County of Los Angeles

DEC 03 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Dejana Wortham, Deputy
Dejana Wortham

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

9 DONALD ALVAREZ, on behalf of himself and
10 others similarly situated,

11 PLAINTIFF,

12 vs.

13 RECOLOGY LOS ANGELES; THF
14 HOLDING CO. (formerly known as CROWN
DISPOSAL COMPANY, INC.); and DOES 1 to
15 100, Inclusive,

16 DEFENDANTS.

Case No.: BC619897

CLASS ACTION

[Assigned for all purposes to the Hon. Ann I.
Jones, SSC Dept. 11]

~~[PROPOSED]~~ **JUDGMENT RE:
DEFENDANT RECOLOGY LOS
ANGELES**

17 Pursuant to the Court's Order Granting Motion for Final Approval of Class Action
18 Settlement, a copy of which is attached as Exhibit 1, JUDGMENT IS HEREBY ENTERED as
19 follows:

20 1. The Settlement Class is defined as:

21 "All current and former non-exempt, hourly employees who were
22 employed by Defendant Recology Los Angeles in California with job titles
23 of Driver, Driver-Relief, Driver Transfer, Driver-Transfer Grandfather,
and Helper (herein as the "Truck Worker Subclass) at any time from
March 5, 2015 through August 25, 2017."

24 2. The Settlement Class Members' payments shall be made from the Net Fund Value
25 according to the terms of the Settlement Agreement approved by the Court. The Net Fund Value is
26 equal to the Gross Settlement Amount of \$350,000, minus the following payments, which shall also
27 be made pursuant to and contingent upon compliance with all terms of the Settlement Agreement:
28

1 a. \$7,900.00 as an incentive award, in addition to any recovery that Plaintiff
2 may receive under the Settlement, shall be paid to Plaintiff, contingent upon Class Representative
3 first executing the General Release that is Exhibit F to the Settlement Agreement;

4 b. \$116,667.00 in attorneys' fees shall be paid to Class Counsel;

5 c. \$5,768.48 in costs shall be paid to Lavi & Ebrahimian, LLP; and

6 d. \$7,628.00 in administrative fees and costs shall be paid to the Settlement
7 Administrator Simpluris, Inc.

8 e. \$7,500.00 allocated to PAGA penalties shall be paid to the LWDA and
9 \$2,500 allocated to PAGA shall be paid to the Class Members in accordance with the terms of the
10 approved Settlement Agreement.

11 3. Upon the Effective Date, the Plaintiff and all members of the Settlement Class, have
12 by operation of the final approval order and this Judgment, fully, finally and forever released,
13 relinquished, and discharged Defendant and any Released Party from all claims as defined by the
14 terms of the approved Settlement Agreement.

15 4. All claims asserted in this Action are dismissed with prejudice as to Plaintiff and all
16 members of the Settlement Class to the maximum extent permitted by law. The PAGA claims
17 asserted in this Action are dismissed with prejudice as to Plaintiff and all members of the Settlement
18 Class to the maximum extent permitted by law. The Class Members are permanently barred and
19 otherwise enjoined from (i) filing, commencing, prosecuting, intervening in, re-opening or
20 participating (as class members or otherwise) in any other lawsuit or administrative, regulatory,
21 arbitration, or other proceeding in any jurisdiction based on the Released Claims and (ii) organizing
22 Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a
23 purported class action or representative or PAGA action, any lawsuit or administrative, regulatory,
24 arbitration, or other proceeding (including by seeking to amend a pending complaint to include class
25 or PAGA allegations, or seeking class certification in a pending action) based on the Released
26 Claims.

27 5. This Court shall retain jurisdiction with respect to all matters related to the
28 administration and consummation of the settlement, and any and all claims, asserted in, arising out

1 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
2 the settlement and the determination of all controversies relating thereto.

3 6. This document shall constitute a judgment for purposes of California Rules of Court,
4 rule 3.769(h).

5 7. Neither the Settlement, nor any of the terms set forth in the Settlement Agreement,
6 constitute any admission by Defendant or any of the other Released Parties, of liability to the
7 Representative Plaintiff or any member of the Settlement Class, nor does this Judgment constitute a
8 finding of the validity of any of the claims alleged in the Action, or of any wrongdoing or liability of
9 Defendant or any of the other Released Parties.

10 8. Except as otherwise provided by the Order Granting Final Approval and the
11 Settlement Agreement, the parties shall bear their own costs and attorneys' fees.

12 9. Notice of this Judgment as required by California Rules of Court, rule 3.771(b) shall
13 be given to the settlement class.

14 **IT IS SO ORDERED.**

15 Dated: DEC 03 2018
16

ANN I. JONES

Hon. Ann I. Jones
Judge of the Superior Court

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