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Superior Court of California
County of Los Angeles

DEC 03 2018

Sherri R. Carter, Executive Officer/Clerk of Court
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on behalf of himself and others similarly situated.

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

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

PLAINTIFF,

vs.

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

DEFENDANTS.

Case No.: BC619897

CLASS ACTION

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

~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF DONALD ALVAREZ'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS SETTLEMENT WITH
DEFENDANT RECOLOGY LOS
ANGELES

Hearing Information:

Date: November 16, 2018

Time: 11:00 a.m.

Dept.: 11

This matter came on for hearing on November 16, 2018, at 11:00 a.m., in Department 11 of
the Los Angeles County Superior Court located at 312 N. Spring St., Los Angeles, CA 90012, Los
Angeles, California 90005, on Plaintiff's unopposed Motion for Order Granting Final Approval of
Class Action Settlement pursuant to California Rule of Court 3.769 and Award of Attorneys' Fees
and Costs, this Court's Order Granting Preliminary Approval on July 10, 2018, and Joint Stipulation
of Class Action Settlement and Release ("Stipulation") between Plaintiff Donald Alvarez

**[PROPOSED] ORDER GRANTING PLAINTIFF DONALD ALVAREZ'S MOTION FOR FINAL APPROVAL
OF CLASS ACTION SETTLEMENT AND AWARD OF ATTORNEYS' FEES AND COSTS SETTLEMENT
WITH DEFENDANT RECOLOGY LOS ANGELES**

1 ("Plaintiff") and Defendant Recology Los Angeles ("Defendant"), a copy of which was attached to
2 the Declaration of Vincent C. Granberry filed concurrently with the Plaintiff's Motion for
3 Preliminary Approval of Class Action Settlement and upon which this Court's preliminary approval
4 was based.

5 Having received and considered the Settlement Agreement, the supporting papers filed by
6 the Parties, the declaration of Christina Francisco on behalf of Simpluris, Inc., and the evidence and
7 argument received by the Court in conjunction with the Motion for Preliminary Approval of Class
8 Action Settlement granted July 10, 2018, and the Motion for Final Approval, the Court grants final
9 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
10 DETERMINATION:

11 1. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, a
12 Class Notice and Allocation Form (collectively "Notice Packet") were mailed together to all
13 members of the Class by first-class U.S. mail. The Notice informed the Class of the nature of the
14 lawsuit, the terms of the settlement, of their right to receive their proportional share of the Net
15 Settlement Amount, the manner and timing of doing so, of their right to dispute the number of
16 workweeks being credited to them pursuant to the Settlement Agreement, or exclude themselves
17 from the lawsuit, and the manner and timing for doing so, and of their right to appear in person or
18 by counsel at the final approval hearing and be heard regarding approval of the class settlement, and
19 were informed of the date set for the Final Approval hearing. No Class Members filed written
20 objections to the proposed settlement as part of this notice process. No Class Members opted out.
21 Adequate periods of time were provided by each of these procedures.

22 2.. The Court finds and determines that this notice procedure afforded adequate
23 protections to the Settlement Class and provides the basis for the Court to make an informed
24 decision regarding approval of the settlement based on the very few requests to be excluded from
25 the settlement. The Court finds and determines that the Class Notice provided in the matter was the
26 best notice practicable, which satisfied the requirements of California Rules of Court, rule 3.769 and
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1 due process.

2 3. The Court further finds and determines that the terms of the class settlement are fair,
3 reasonable, and adequate to the Class and to each member of the Settlement Class and that the
4 settlement is ordered finally approved, and that all terms and provisions of the Settlement
5 Agreement should be and hereby are ordered to be enforced and consummated.

6 4. It is hereby ordered that the Settlement Class as defined in the Settlement, meets all
7 of the legal requirements for class certification, is finally approved and certified as a class for
8 settlement purposes (the "Settlement Class"), and the Court deems this definition sufficient for
9 purposes of California Rule of Court 3.765(a). For purposes of this settlement, this Order, and the
10 Settlement Agreement, the "Settlement Class" is defined as follows:

11 All current and former non-exempt, hourly employees who were
12 employed by Defendant Recology Los Angeles in California with job
13 titles 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.

14 5. The Court hereby approves the terms set forth in the Settlement Agreement and finds
15 that the Settlement is, in all respects, fair, adequate, and reasonable and adequate to the class and to
16 each class member and that all Class Members will be bound by the Settlement, that the Settlement
17 is ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
18 are ordered to be consummated. The Court directs the Parties to effectuate the Settlement
19 Agreement according to its terms. The Court has reviewed the monetary recovery provided as part
20 of the Settlement Agreement and recognizes the significant value accorded to Class Members.

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

26 7. The Court finds and determines that each Participating Class Member's share of the
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1 Net Settlement Amount to be paid to Participating Settlement Class Members, as provided for by
2 the Settlement Agreement is fair and reasonable. The Court hereby gives final approval to and
3 orders the payment of those amounts be made to the Participating Class Members, in accordance
4 with the terms of the Settlement Agreement.

5 8. The Court hereby approves the settlement of the PAGA claims and orders the
6 payment of \$7,500 to the California Labor Workforce Development Agency and \$2,500 to the
7 Settlement Class Members in accordance with the terms of the Settlement Agreement.

8 9. The Court finds and determines that Class Counsel having conferred a benefit on the
9 absent individuals comprising the Settlement Class, and the Participating Class Members, and
10 having reviewed Declaration of counsel, the Class Members' response and existence of zero
11 objections and zero requests for exclusion, the Court finds and approves the application of Class
12 Counsel, Joseph Lavi and Vincent C. Granberry of Lavi & Ebrahimian, LLP for attorneys' fees in
13 the amount of \$116,667 and litigation costs in the amount of \$5,768.48. The Court finds that the
14 hourly rate requested by Class Counsel Joseph Lavi and Vincent C. Granberry are reasonable and
15 appropriate given their experience, skill, reputation and qualifications and the prevailing market
16 rates for work of similar complexity and having expended efforts to secure a benefit to the
17 Settlement Class and the participating Settlement Class Members, is entitled to the requested fees
18 and costs.

19 10. That Class Representative's request for a Class Representative Service Payment of
20 \$7,900 for the initiation of this action, work performed, risks undertaken, and requested amount for
21 execution of a general release of all claims it may have against Defendant, and its affiliates, parents,
22 related entities, and subsidiaries, and stigma as set forth in the moving papers and Settlement
23 Agreement, is also hereby approved, contingent upon Class Representative first executing the
24 General Release that is Exhibit F to the Settlement Agreement.

25 11. That Simpluris, Inc., the appointed Settlement Administrator's fees and costs in the
26 sum of \$7,628 for services rendered and to be rendered in connection with the completion of its
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1 duties pursuant to the Settlement and as set forth in the Declaration of Christina Francisco on behalf
2 of Simpluris, Inc., in support of the Motion for Final Approval of Class Action Settlement is hereby
3 approved.

4 12. Neither Defendant Recology Los Angeles nor its subsidiary, parent, affiliated, or
5 related entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any
6 other charge, expense, or liability released under the terms of the Settlement Agreement, except as
7 provided in the Settlement Agreement.

8 13. Without affecting the finality of this Order in any way, the Court retains jurisdiction
9 of all matters relating to the interpretation, administration, implementation, effectuation, and
10 enforcement of this order and the Settlement.

11 14. Nothing in this Order shall preclude any action to enforce the Parties' obligations
12 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
13 Defendant make payments to participating Class Members in accordance with the Settlement
14 Agreement. Upon completion of administration of the settlement, the Settlement Administrator will
15 provide written certification of such completion to the Court and counsel for the parties.

16 15. The Parties shall bear their own costs and attorneys' fees except as otherwise
17 provided by this order.

18 16. That any separate appeal from the portion of the Judgment regarding the attorney's
19 fees and litigation costs awards, the Class Representative Service Payment awards or the Settlement
20 Administration Costs award shall not operate to terminate or cancel the Settlement Agreement.

21 17. Pursuant to the Settlement Agreement, within fourteen (14) calendar days of the
22 Settlement Agreement's Effective Date, Defendant will deposit the money necessary to fund the
23 Settlement into a qualified settlement account maintained by the Settlement Administrator.

24 18. Pursuant to the terms of the Settlement Agreement, within fourteen (14) calendar
25 days after Settlement Administrator issues payment to Settlement Class Members the net share of
26 the Class Settlement amount and their individual shares of the \$2,500 in PAGA penalties allocated
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1 to the Settlement Class Members, pays the LWDA \$7,500 in PAGA penalties, the Service Award to
2 Plaintiff (contingent upon and provided Plaintiff has first executed and returned the General
3 Release), and Settlement Administrator fees.

4 19. Pursuant to the terms of the Settlement Agreement, within fourteen (14) calendar
5 days from the later of (a) the court's approval of Plaintiff's fee application; (b) receipt of W-9 from
6 Class Counsel; and (c) resolution of any appellate review for fees and costs, the Claims
7 Administrator will pay all Court-approved attorneys' fees and costs.

8 20. No Class Member submitted valid and timely requests to be excluded from the
9 Settlement. All Class Members, irrespective of whether a Class Member(s) actually received notice
10 of the Settlement and/or claim to have not received notice of the Settlement, have released their
11 claims against Defendant as set forth in the Settlement Agreement. All Class Members, irrespective
12 of whether a Class Member(s) actually received notice of the Settlement and/or claim to have not
13 received notice of the Settlement, are barred from prosecuting or pursuing any appeal of the Court's
14 Order granting final approval to the Settlement.

15 21. Upon satisfaction of all payments and obligations under the Settlement Agreement
16 and under this Order, all Settlement Class Members are permanently barred from prosecuting
17 against Defendant Recology Los Angeles, and each and all of its respective past and present parents,
18 subsidiaries, divisions, general and limited partners, joint venturers and affiliated companies, and
19 each and all of their respective past and present directors, officers, managers, employees, principals,
20 members, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives, general
21 partners, limited partners, joint venturers, and affiliated companies, each and all of their respective
22 executors, predecessors, successors, assigns and legal representatives, any of the individual,
23 representative or class claims released as set forth in the Settlement.

24 22. The Court retains jurisdiction over the administration and effectuation of the
25 settlement including, but not limited to, the ultimate disbursal to the Participating Class Members,
26 payment of attorneys' fees and costs, the Class Representative enhancement payment, and the
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1 claims administration expenses and other issues related to this settlement.

2 23. If the Settlement does not become final and effective in accordance with the terms of
3 the Settlement Agreement, any and all orders entered in connection herewith shall be rendered null
4 and void and shall be vacated.

5 24. The Court orders Class Counsel to file a Final Report summarizing all distributions
6 made pursuant to the approved settlement, supported by declaration, no later than September 3,
7 2019 and a Non-Appearance Case Review re Submission of Final Report is scheduled for
8 September 4, 2019 at 8:30 a.m. before Department 11 at Spring Street Courthouse. Should the
9 Final Report filed be satisfactory to the Court, counsel for the parties will not have to appear at the
10 hearing.

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12 **IT IS SO ORDERED.**

13 Dated: DEC 03 2018

ANN I. JONES

Hon. Ann I. Jones
Judge of the Superior Court

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