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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO

ZOEY SMITH, individually, and on behalf of all
others similarly situated,

Plaintiff,

v.

RECYCLING ZONE, INC., a California
corporation, and DOES 1 through 10, inclusive,

Defendants.

Case No.: FCS059572

*Assigned for all purposes to:
Hon. Christine A. Carringer
Dept. 12 – Fairfield Room 1*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

FINAL APPROVAL HEARING

Date: April 23, 2025

Time: 8:30 a.m.

Dept: 12 – Fairfield Room 1

1 This matter came on for hearing on April 23, 2025 at 8:30 a.m., in Department 12 –
2 Fairfield Room 1 of the above-referenced Court on the Motion for Final Approval of Class
3 Action and PAGA Settlement pursuant to California Rules of Court, Rule 3.769. On November
4 20, 2024, this Court issued an Order Granting Plaintiff’s Motion for Preliminary Approval of
5 Class Action and PAGA Settlement. Plaintiff Zoey Smith (“Plaintiff”) now seeks an order
6 granting final approval of the Stipulation of Class Action Settlement and Release of Claims
7 (“Settlement”), a copy of which was attached to the Declaration John G. Yslas in Support of
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action Settlement granted on November 20, 2024, and the instant Motion for Final
12 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Plaintiff’s Motion for Preliminary Approval of Class
15 Action and PAGA Settlement, the Class Notice was sent to each Class Member by First Class mail.
16 These papers informed Class Members of the terms of the Settlement, their right to receive an
17 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
18 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
19 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
20 Member has objected to the proposed Settlement, and one (1) Class Member has requested
21 exclusion.

22 2. The Court finds and determines that this notice procedure afforded adequate protections
23 to Class Members and provides the basis for the Court to make an informed decision regarding
24 approval of the Settlement based on the responses of the Class. The Court finds and determines
25 that the notice provided in this case was the best notice practicable, which satisfied the
26 requirements of law and due process.

27 3. With respect to the Class and for purposes of approving this Settlement only, this Court
28 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that

1 joinder of all members is impracticable; (b) there are questions of law or fact common the class
2 and a well-defined community of interest among members of the Class with respect to the subject
3 matter of the action; (c) the claims of Class Representative Zoey Smith are typical of the claims of
4 the Class Members; (d) the Class Representative has fairly and adequately protected the interests
5 of the Class; (e) a class action is superior to other available methods for an efficient adjudication
6 of this controversy; and (f) counsel of record for the Class Representative are qualified to serve as
7 Class Counsel.

8 4. The Court has certified a Class for settlement purposes only, defined as all persons who
9 worked for Defendant in California as an hourly-paid or non-exempt employee at any time during
10 the Class Period (from August 6, 2018 through and including May 23, 2024). The Court deems
11 this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

12 5. The Court hereby confirms John G. Yslas, Samantha A. Smith, Jeffrey C. Bils, Aram
13 Boyadjian, Andrew Sandoval, and John Brown of Wilshire Law Firm, PLC as Class Counsel.

14 6. The Court hereby confirms Plaintiff Zoey Smith as the Class Representative.

15 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
16 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
17 found that the Settlement was reached as a result of informed and non-collusive arm's length
18 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
19 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
20 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
21 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
22 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
23 the Settlement and recognizes the significant value accorded to the Class.

24 8. The Court hereby approves that Defendant shall pay a total of \$520,000.00 to resolve
25 this litigation.

26 9. The Court finds and determines that the Individual Settlement Payments to be paid
27 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court

1 hereby gives final approval to and orders the payment of those amounts to be made to the
2 Settlement Class Members in accordance with the Settlement.

3 10. From the Settlement Amount, the Court finds and determines that payment of
4 \$24,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
5 Workforce Development Agency will receive 75% (\$18,000.00), and the remaining 25%
6 (\$6,000.00) will be distributed to PAGA Covered Employees (defined as those Class Members
7 who were employed by Defendant in California as hourly non-exempt employees during the PAGA
8 Period (of August 6, 2021 through May 23, 2024), regardless of whether the Class Members
9 submitted a valid Request for Exclusion or otherwise opted out of the Settlement). The Court
10 hereby grants final approval to and orders the payment of the amount in accordance with the
11 Settlement. From the Settlement Amount, the Court finds and determines the Class Representative
12 Enhancement of \$15,000.00 to the named Plaintiff is fair and reasonable. The Court hereby grants
13 final approval to and orders the payment of that amount to be paid to the named Plaintiff for her
14 service as a class representative and for her agreement to release claims.

15 11. From the Settlement Amount, the Court finds and determines that the fees and expenses
16 in administering the Settlement incurred by ILYM Group, Inc. ("ILYM") in the amount of
17 \$8,850.00 are fair and reasonable. The Court hereby grants final approval to and orders the payment
18 of that amount in accordance with the Settlement.

19 12. From the Settlement Amount, the Court hereby awards Class Counsel attorneys' fees
20 in the amount of \$173,333.33 and litigation costs in the amount of \$18,306.39. The Court hereby
21 grants final approval to and orders the payment of those amounts in accordance with the
22 Settlement.

23 13. The Court orders that pursuant to the Settlement Agreement, and upon the Effective
24 Date of the Settlement, Plaintiff and all Class Members who have not been timely and properly
25 excluded from the Class, and any person acting on their behalf, are deemed to have waived,
26 released, and discharged, and are permanently barred from prosecuting the Class Released Claims
27 against Defendant and all of the Released Parties as fully set forth in the Settlement Agreement.

14. The Court orders that pursuant to the Settlement Agreement, and upon the Effective Date of the Settlement, The Labor Workforce Development Agency, in addition to all PAGA Covered Employees and Plaintiff, as a proxy for the Labor Workforce Development Agency, State of California, and any person or entity acting on their behalf, are deemed to have released and discharged, and are permanently barred from pursuing the PAGA Released Claims against Defendant and all of the Released Parties as fully set forth in the Settlement Agreement.

15. Without affecting the finality of this Order or the entry of judgment in any way, this Court retains continuing jurisdiction of all matters relating to the implementation, interpretation, administration, effectuation and enforcement of this order and the Settlement.

16. Defendant Recycling Zone, Inc. (“Defendant”) shall not have any further liability for costs, expenses, interest, attorneys’ fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

17. Neither the making of this Settlement nor the entry into the Settlement constitutes an admission by Defendant, nor is this order a finding of the validity of any claims in this case or of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken to carry out the terms of the Settlement be construed as an admission or concession by or against Defendant.

18. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court, which shall be filed with the Court seven days before the non-appearance compliance hearing set for **at 8:30 a.m.**

19. The Court hereby enters final judgment in accordance with the terms of the Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement, and this Order.

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1 20. The Parties will bear their own costs and attorneys' fees except as otherwise provided
2 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

3 **IT IS SO ORDERED.**

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5 Dated: _____

Honorable Christine A. Carringer
Judge of the Superior Court