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FILED
Superior Court of California
County of Los Angeles

10/08/2025

David W. Slayton, Executive Officer / Clerk of Court

By: L. Ennis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUAN CARLOS RIVAS, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

UNIVERSAL WASTE SYSTEMS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 23STCV31074

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION TO APPROVE
PAGA SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion and
Motion to Approve PAGA Settlement, (2) the
Declaration of Kane Moon, (3) the Declaration
of Lisa Mullins, and (4) [Proposed] Judgment]*

PAGA APPROVAL HEARING:

Date: October 2, 2025

Time: 10:30 AM

Dept.: 1

Complaint Filed: December 20, 2023

Trial date: Not set

[PROPOSED] ORDER

Plaintiff Juan Carlos Rivas (“Plaintiff”) seeks approval of a PAGA Settlement Agreement (the “PAGA Settlement”) entered into with Defendant Universal Waste Systems, Inc. (“Defendant” or “UWS”) (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve PAGA Settlement (“Motion”), the supporting declarations and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, refers to all defined terms and provisions as set forth in the PAGA Settlement, which is attached as “**Exhibit 1**” to the Declaration of Kane Moon in Support of Plaintiff’s Motion filed herewith.

2. The Court hereby GRANTS the Motion, and the PAGA Settlement is hereby accepted and approved.

3. The Covered Claims shall bind the following individuals (“Aggrieved Employees” or “PAGA Members”): persons employed by Defendant in California and classified as hourly-paid, non-exempt employees who worked for UWS during the PAGA Period. The “PAGA Period” means the period from December 16, 2022 to November 24, 2024.

4. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement. The California Labor and Workforce Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online submission process, and no objection has been received to the PAGA Settlement from the LWDA.

5. The obligations set forth in the PAGA Settlement are deemed part of this Order, and the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms and provisions.

1 6. RELEASES OF CLAIMS. Effective on the date when UWS fully funds the entire
2 Gross Settlement Amount, Plaintiff and PAGA Counsel, on behalf of the State of California, the
3 LWDA and the Aggrieved Employees, will release claims against all Released Parties as follows:
4 (PAGA Settlement, ¶ 5.)

5 a. Release by Aggrieved Employees: Plaintiff, individually and as the
6 representative acting as a proxy or agent of the LWDA, a State of California Executive
7 Branch Agency, and all Aggrieved Employees, are deemed to release, on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from all claims for PAGA
10 penalties during the PAGA Period, that were alleged, or reasonably could have been
11 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice for
12 alleged: Failure to pay wages (including minimum, regular, overtime, double time, paid
13 sick leave, reporting time wages); Failure to provide meal periods; Failure to authorize and
14 permit rest breaks; Failure to indemnify necessary business expenses; Failure to timely pay
15 wages at termination; Failure to provide accurate itemized wage statements, including
16 without limitation, alleged violation of the California Labor Code sections 201, 202, 203,
17 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194,
18 1194.2, 1197, 1197.1, 1198, 2699, and 2802, and applicable IWC Wage Orders. The
19 express purpose of this Agreement and the Judgment to be entered by the Court following
20 approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual
21 or entity acting on behalf of or purporting to act on behalf of the LWDA (including all
22 Aggrieved Employees) from asserting any of the Released PAGA Claims in any future
23 litigation. It is the intent of the Parties that, to the greatest extent provided by law, including
24 under the holding of *Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009), the ability of
25 Plaintiff, the State of California or any Aggrieved Employee to bring a PAGA claim on
26 behalf of the LWDA based on the Released PAGA Claims for the PAGA Period is
27 completely and forever foreclosed. All Aggrieved Employees are to be bound by this

1 Settlement upon its approval by the Court, regardless of whether he or she negotiates (i.e.
2 cashes or deposits) his or her Individual PAGA Payment. (*Id.* at ¶ 5.2.)

3 b. Release by PAGA Counsel: PAGA Counsel release on behalf of their
4 present and former attorneys, employees, agents, successors and assigns the Released
5 Parties from all claims for PAGA Fees incurred in connection with the Operative
6 Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA
7 Notice. (*Id.* at ¶ 5.3.)

8 c. “Released Parties” means UWS and each of its former and present directors,
9 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors,
10 assigns, subsidiaries, and affiliates. (*Id.* at ¶ 1.26.)

11 7. The PAGA Settlement and the terms set forth therein, is not an admission by
12 Defendant or any of the Released Parties, nor is this Order a finding of the validity of any allegations
13 or of any wrongdoing by Defendant. Neither this Order, the PAGA Settlement, nor any document
14 referred to herein, nor any action taken to carry out the PAGA Settlement, may be used as an
15 admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against
16 Defendant and/or the Released Parties. The entering into or carrying out of this PAGA Settlement,
17 and any negotiations or proceedings related thereto, shall not in any event be construed as, or
18 deemed to be evidence of, an admission or concession with regard to the denials or defenses by
19 Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action
20 or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever
21 other than to enforce the provisions of this Order, the PAGA Settlement, the Release by Aggrieved
22 Employees, or any related agreement or release. Notwithstanding these restrictions, any of the
23 Released Parties may file in this Action, or submit in any other proceeding, this Order, ultimate
24 Judgment and/or the PAGA Settlement, and any other papers and records on file in this Action as
25 evidence of the PAGA Settlement to support a defense of *res judicata*, collateral estoppel, release,
26 or other theory of claim or issue preclusion or similar defense as to the Release by Aggrieved
27 Employees.

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2 8. Defendant shall pay the LWDA, Aggrieved Employees, PAGA Counsel, and the
3 Administrator pursuant to the terms of the PAGA Settlement:

- 4 a. A payment in the amount of \$173,361.32, which is 75% of the PAGA Penalties
5 of \$231,148.43, payable to the LWDA for civil penalties, pursuant to PAGA;
6 b. A payment in the amount of \$57,787.11, which is 25% of the PAGA Penalties of
7 \$231,148.43, payable to the PAGA Members on a pro rata basis for civil penalties,
8 pursuant to PAGA;
9 c. An award of \$127,500.00, payable to PAGA Counsel, for reasonable attorneys'
10 fees, pursuant to PAGA;
11 d. An award of \$18,001.57, payable to PAGA Counsel, for reasonable attorneys'
12 costs, pursuant to PAGA; and
13 e. A payment in the amount of \$5,850.00 payable to the Settlement Administrator,
14 for settlement of administration costs.

15 9. The Court approves of the Notice of PAGA Settlement attached to the PAGA
16 Settlement as "**Exhibit A**" to be sent by the Settlement Administrator to the PAGA Members along
17 with their respective Individual PAGA Payment.

18 10. The Court appoints Moon Law Group, PC as PAGA Counsel.

19 11. The Court appoints ILYM Group, Inc. as the Administrator.

20 12. The Parties shall bear their own respective attorneys' fees and costs, except as
21 otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the
22 Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or for
23 any other charge, expense, or liability relating to the Released PAGA Claims and shall be released
24 from all claims as set forth in the PAGA Settlement and in this Order.

25 ~~13. This Action is dismissed with prejudice.~~

26 14. Pursuant to California Code of Civil Procedure section 664, this Court will retain
27 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing

the PAGA Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

15. The Court sets a (Non-Appearence) ~~Compliance Hearing~~ re: Distribution on **October 2, 2026** at _____ **a.m./p.m.** in Department 1. Class Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Settlement are complete.

IT IS SO ORDERED.



DATED: 10/08/2025

Hon. Theresa M. Traber
Judge of the Los Angeles County Superior Court