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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

RAYMOND GOMES, on behalf of himself and all others similarly situated, and the general public,

Plaintiff,

v.

TURLOCK SCAVENGER COMPANY, a California corporation; TURLOCK RECYCLING, California corporation; TURLOCK TRANSFER, INC., a California corporation and DOES 1 through 50, inclusive,

Defendants.

Case No. CV-24-000513

CLASS ACTION

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT

[Filed concurrently with Notice of Motion; Memorandum of Points and Authorities; Declaration of David Keledjian and Declaration of Tarus Dancy]

Honorable John R. Mayne
Dept. 21

Date: October 29, 2026
Time: 8:30 a.m.

Action filed: January 23, 2024
Trial date: None Set

[PROPOSED] ORDER

Plaintiff Raymond Gomes ("Plaintiff"), on behalf of himself and other similarly situated employees of Defendants Turlock Scavenger Company, Turlock Recycling, and Turlock Transfer, Inc. ("Defendants") (collectively, "the Parties"), filed a Motion for Final Approval of Class Action and PAGA Settlement Agreement, Attorneys' Fees and Expenses, and Enhancement Award ("Motion"). The Motion was set for hearing on October 29, 2026, at 8:30 a.m. in Department 21 of the Stanislaus County Superior Court located at 801 10th Street, Modesto, CA 95354. The Court, having considered the Class Action and PAGA Settlement Agreement, ("Settlement Agreement" or "Settlement," which is attached as **Exhibit 1** to this Final Approval Order), the Notice of Class Action Settlement ("Class Notice," which is attached as **Exhibit 2** to this Final Approval Order), all papers filed and proceedings, and having received no objections to approval of the Settlement, and determining that the Settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing,

IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. This Final Approval Order incorporates the Settlement Agreement. Unless otherwise provided, all capitalized terms used in this Final Approval Order shall have the same meaning as defined in the Settlement Agreement.

2. Consistent with the definitions provided in the Settlement Agreement, the Class consists of all persons who are or were employed as hourly, non-exempt employees by Defendant in California during the Class Period, which is defined as the period from January 23, 2020, through April 19, 2025 ("Class Members" or the "Class").

3. Because adequate notice has been disseminated and all potential Class Members have been given an opportunity to opt out of the Settlement, the Court has jurisdiction over the subject matter of this proceeding and over all parties to this proceeding, including all Class Members. In addition, the Court has personal jurisdiction over all Class Members with respect to the Action and the Settlement.

4. Distribution of the Notice directed to the Class Members, as set forth in the Settlement Agreement, has been completed in conformity with the Court's December 17, 2025

Order Granting Preliminary Approval of Settlement ("Preliminary Approval Order"), including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement and fully satisfied the requirements of California law, the California and United States Constitutions (including the Due Process Clause), the requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766, and any other applicable law. The Notice also provided due and adequate notice to Class Members of their right to exclude themselves from the Settlement, as well as their right to object to any aspect of the proposed Settlement.

5. For the reasons set forth in the Preliminary Approval Order and in the transcript of the proceedings of the preliminary approval hearing, which are adopted and incorporated by reference, the Court finds the Settlement was entered into in good faith and further finds that the Settlement is fair, reasonable, and adequate, and in the best interests of each of the Parties and the Participating Class Members. Plaintiff has satisfied the standards and applicable requirements for final approval of this class action Settlement under California law, including the provisions of California Code of Civil Procedure section 382, California Rule of Court 3.769, and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971).

6. The Court approves the Settlement as set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement. The Court finds that the Settlement was reached as a result of intensive, serious, and non-collusive arms-length negotiations. In granting final approval of the Settlement Agreement, the Court considered the nature of the claims, the amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds among the Participating Class Members, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. Additionally, the Court finds that the terms of the Settlement

Agreement had no obvious deficiencies and did not improperly grant preferential treatment to any individual Class Member. Accordingly, the Court finds that the Settlement Agreement was entered into in good faith.

7. As of the date Defendant fully funds the Gross Settlement Amount and employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, all Participating Class Members and all PAGA Members shall be bound by the releases set forth in the Settlement Agreement.

8. No individuals have opted out from the Settlement, and therefore 100% of Class Members are Participating Class Members.

9. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of the allegations alleged in the Action, nor is this Final Approval Order a finding of the validity of any claims in the Action, or of any wrongdoing by Defendant or any of the other Released Parties.

10. The Court confirms Emil Davtyan, David Yeremian, David Keledjian, and Svetlana Hovhannisyan of D.Law, Inc. as Class Counsel and finds that Class Counsel has adequately represented the Class for purposes of entering into and implementing the Settlement.

11. The Court finds the $750,000.00 Gross Settlement Amount provided for under the Settlement to be fair and reasonable. Defendant is required to make all payments necessary to fund the Settlement in accordance with the terms of the Settlement Agreement. The Court approves the following deductions from the Gross Settlement Amount: (1) $250,000.00 for attorneys' fees to Class Counsel; (2) $20,632.74 for attorneys' litigation expenses to Class Counsel; (3) a Class Representative Enhancement Award of $5,000.00 to Plaintiff Raymond Gomes; (4) PAGA Penalties of $20,000.00 for claims asserted under California's Private Attorneys General Act ("PAGA"), of which 75% will be payable to the California Labor and Workforce Development Agency ("LWDA") and 25% will be payable to the Aggrieved Employees on a *pro rata* basis ("PAGA Settlement Payment"); and (5) $6,190.00 for Settlement Administrator Costs to Apex Class Action ("Apex"). The Net Settlement Amount available for distribution to the Class is approximately $448,177.26.

12. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument set forth in Class Counsel's application, an award of attorneys' fees in the amount of $250,000.00 and for costs and expenses in the amount of $20,632.74 as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby granted. The Court finds that Class Counsel's request falls within the range of reasonableness and that the result achieved justifies the award and that the requested expenses were reasonably incurred. The payment of attorneys' fees and costs to Class Counsel shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

13. It is ordered that a Class Representative Enhancement Award of $5,000.00 for Plaintiff Raymond Gomes is fair and reasonable as a service award for his service to the Class.

14. The Court further approves the payment of $6,190.00 to Apex to cover the costs of administration as provided for in the Settlement Agreement. The payment authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement.

15. The Court also approves the PAGA Penalties payment of $20,000.00 for claims asserted under PAGA, with 75% ($15,000.00) payable to the LWDA and the other 25% ($5,000.00) payable to the Aggrieved Employees on a *pro rata* basis (as defined in the Settlement Agreement). The PAGA Penalties payment shall be made from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

16. The Court finds the settlement payments from the Net Settlement Amount provided for under the Settlement Agreement to be fair and reasonable. Accordingly, the Court approves and orders the calculations and the payments to be made and administered to the Participating Class Members in accordance with the terms of the Settlement Agreement. The settlement payments authorized by this paragraph shall be made in accordance with the terms of the Settlement Agreement. It is also ordered that, 180 days after the date of distribution of Individual Class Payments and Individual PAGA Payments to the Class, all funds from any uncashed checks remaining in the Net Settlement Amount shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil

Code § 1500, *et seq*., for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property.

17. The Court shall examine the final accounting at a Compliance Hearing set on _____.

18. Defendant shall not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement.

19. Without affecting the finality of the Settlement, this Order, or Final Judgment, this Court shall, pursuant to California Rule of Court 3.769(h), retain exclusive and continuing jurisdiction over the above-captioned action and the Parties, including all Participating Class Members, relating to the Action and the administration, consummation, enforcement and interpretation of the Settlement Agreement, this Final Approval Order, and for any other necessary purpose.

20. Neither this Final Approval Order nor the Settlement Agreement (nor any other document referred to in this Final Approval Order, nor any action taken to carry out this Final Approval Order) is, may be construed as, or may be used as, an admission or concession by or against Defendant or the Released Parties of the validity of any claim or any actual or potential fault, wrongdoing, or liability. Entering into or carrying out the Settlement Agreement, and any negotiations or proceedings related to it, shall not be construed as, or deemed evidence of, an admission or concession as to the Defendant's denials or defenses and shall not be offered or received in evidence in any action or proceeding against any party in any court, administrative agency, or other tribunal for any purpose whatsoever, except as evidence of the Settlement or to enforce the provisions of this Final Approval Order and the Settlement Agreement; *provided, however*, that this Final Approval Order and the Settlement Agreement may be filed in any action against or by Defendant or the Released Parties to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense.

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21. The final order shall constitute the final judgment.

22. There is no reason to delay the enforcement of this Final Approval Order and the Final Judgment.

IT IS SO ORDERED.

Dated: _____, 2026

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Honorable John R. Mayne
Judge of the Superior Court