

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATE DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA—WESTERN DIVISION

JORGE AVALOS, ARMANDO SOTO,
JESUS OROZCO, HECTOR GARCIA,
GERARDO ZENDEJAS, JAIME
GARCIA,

Plaintiffs,

v.

G.I. INDUSTRIES, dba WASTE
MANAGEMENT, a corporation,
and DOES 1-10, inclusive,
Defendants.

Case No. 2:22-cv-03842-MAA

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
AND COLLECTIVE ACTION
SETTLEMENT, CERTIFYING
CLASS AND FLSA COLLECTIVE
FOR SETTLEMENT PURPOSES
AND ENTERING JUDGMENT**

Plaintiffs' unopposed Motion for Final Approval of Settlement came before the Court for hearing on July 21, 2025. The Court has reviewed and considered the papers filed in support of the motion, including the Memorandum of Points and Authorities,

1 the Declarations of Plaintiffs and the Declarations of Counsel, with exhibits, and the
2 arguments presented by counsel at the hearing. Based on the foregoing, the Court finds
3 that the proposed settlement is fair, reasonable and adequate, and that GOOD CAUSE
4 appears for granting the Motion and certifying the FLSA Collective and the Rule 23
5 Class for settlement purposes.
6

7
8 This Order incorporates by reference the definitions contained in Paragraph 2 of
9 the Settlement Agreement as though fully set forth herein, and those terms used in this
10 Order shall have the same meaning as ascribed by the Settlement Agreement.
11

12 GOOD CAUSE having been shown, the Court **GRANTS** the Motion and
13 **ORDERS** as follows:
14

- 15 1. The Court approves the Settlement Agreement and all its terms as being fair,
16 reasonable and adequate.
17
- 18 2. The Court approves the PAGA settlement and award in the amount of \$15,000,
19 to be distributed pursuant to the terms of the Settlement Agreement.
20
- 21 3. For purposes of settlement only, the Court **GRANTS** class certification under
22 Rule 23 on behalf of the following individuals: All individuals employed by G.I.
23 Industries at its facility in Simi Valley, California as non-exempt drivers from
24 June 4, 2018, through March 7, 2024.
25
26
27
28

1 4. For purposes of settlement only, the Court GRANTS certification of the FLSA
2 Collective defined as: All individuals employed by G.I. Industries at its facility
3 in Simi Valley, California as non-exempt drivers from June 4, 2019, through
4 March 7, 2024.
5

6 5. Timothy B. Sottile and Michael F. Baltaxe of Sottile Baltaxe and Kathleen A.
7 Brewer of Brewer Law Office are appointed to continue as Class Counsel. Class
8 Counsel are authorized to act on behalf of the Rule 23 Class, the FLSA
9 Collective and the PAGA Group.
10
11

12 6. Plaintiffs, Jorge Avalos, Armando Soto, Jesus Orozco, Hector Garcia, Gerardo
13 Zendejas and Jaime Garcia, are appointed to continue as Class Representatives.
14

15 7. ILYM Group, Inc. is appointed to continue as the Settlement Administrator and
16 to act in accordance with the terms of the Settlement Agreement. The Court
17 approves the payment of settlement administration fees in the amount of \$10,500
18 to ILYM Group.
19

20 8. Service Awards to the Class Representatives are approved as follows:
21

22 Jorge Avalos - \$10,000

23 Armando Soto - \$6,500

24 Jaime Garcia - \$7,500

25 Jesus Orozco - \$5,500
26
27
28

Gerardo Zendejas - \$9,000

Hector Garcia - \$10,000

9. The methods for calculating and distributing funds from the Gross Settlement Amount, as set forth in the Settlement Agreement and the Motion for Final Approval, are approved.

10. The Settlement Administrator is authorized to, within five (5) business days after the Effective Date as defined in the Settlement Agreement, notify Defendant of the total amount to be funded, including the Gross Settlement Amount and the Employer Taxes.

11. Within ten (10) business days after receiving the information described in the preceding paragraph, Defendant shall transmit the Gross Settlement Amount together with the \$10,000 mediation fee described in Paragraph 7 Settlement Agreement and the amount representing the Employer Taxes, to the Settlement Administrator.

12. The Settlement Administrator is authorized to deposit the Gross Settlement Amount, the \$10,000 mediation fee, and the amount representing the Employer Taxes into a Qualified Settlement Account and to make distributions therefrom in accordance with paragraphs 33 and 34 of the Settlement Agreement and to complete all other tasks required by Settlement Agreement. The amounts

1 distributed to Class Counsel for attorney fees and litigation costs shall be the
2 amounts approved on Plaintiffs' Motion for Attorney Fees and Costs.

3
4 13. The terms of the Settlement Agreement and this Judgment shall be binding on
5 the named Parties and on all members of the certified Class and the certified
6 FLSA Collective and on the State of California and the Labor and Workforce
7 Development Agency as to the PAGA settlement.

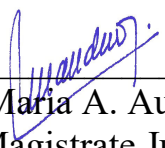
8
9 14. If the Settlement does not become final and effective in accordance with the
10 terms of the Settlement Agreement, this Order and Judgment and all orders
11 entered in connection herewith shall be vacated and shall have no further force
12 or effect.

13
14
15 15. The Court **HEREBY ENTERS JUDGMENT** in accordance with the terms of
16 the Settlement Agreement, the Order Granting Preliminary Approval of the
17 Settlement and this Order. This Order constitutes a final judgment for purposes
18 of Federal Rule of Civil Procedure 58.

1 16. The Court shall retain jurisdiction over this action and the Parties, including the
2 Class and the FLSA Collective, for purposes of enforcing the terms and
3 conditions of the Settlement Agreement.
4

5
6 IT IS SO ORDERED.
7

8
9
10 Dated: __07/23/2025__



11 Hon. Maria A. Audero
12 U.S. Magistrate Judge
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28