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Attorneys for Plaintiff, RONALD GETAW,
on behalf of himself and all others similarly situated
and aggrieved

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

RONALD GETAW, as individual and on
behalf of all others similarly situated

Plaintiff,

v.

CONSOLIDATED DISPOSAL SERVICE,
LLC.; a Delaware limited liability company;
REPUBLIC SERVICES INC.; a Delaware
corporation, Evan Boyd, and individual and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21STCV22036
[Assigned for all purposes to the Hon. Elihu
Berle, in Dept. 6]
~~[FURTHER REVISED PROPOSED]~~
**ORDER GRANTING PRELIMINARY
APPROVAL OF AMENDED CLASS
ACTION SETTLEMENT AND
CERTIFYING CLASS FOR
SETTLEMENT PURPOSES ONLY**

FILED
Superior Court of California
County of Los Angeles
06/04/2024
David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

1 1. This Court, having considered the Motion of plaintiff Ronald Getaw (“Plaintiff”) for
2 Preliminary Approval of the Class Action Settlement and Provisional Class Certification for
3 Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations of David D.
4 Bibiyan, Andrew T. Magaline, Ronald Getaw, Sean Hartranft, the Amended Class Action
5 Settlement Agreement (the “Settlement,” “Settlement Agreement” or “Agreement”), the proposed
6 Notice of Class Action Settlement and Date for Final Approval Hearing (“Class Notice”), and other
7 documents submitted in support of the Motion for Preliminary Approval, hereby **ORDERS,**
8 **ADJUDGES AND DECREES THAT:**

9 2. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 3. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members” or “Class Members”) for the purpose of settlement only: all non-exempt hourly
13 employees who worked for Consolidated Disposal Service, LLC (“Consolidated”) in California
14 from April 10, 2019 through February 18, 2023 (“Class Period”), as set forth in the Amended Class
15 Action Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”).

16 4. The Court preliminarily appoints the named plaintiff Ronald Getaw as Class
17 Representative, and David D. Bibiyan, Jeffrey Klein, and Vedang J. Patel of Bibiyan Law Group,
18 P.C., as Class Counsel.

19 5. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against
24 the probable outcome of further litigation relating to liability and damages issues. It further appears
25 that extensive and costly investigation and research has been conducted such that counsel for the
26 parties at this time are reasonably able to evaluate their respective positions. It further appears to
27 the Court that the settlement at this time will avoid substantial additional costs to all parties, as well
28 as the delay and risks that would be presented by the further prosecution of the Action. It further

1 appears that the settlement has been reached as the result of intensive, non-collusive and arms-
2 length negotiations utilizing an experienced third-party neutral.

3 6. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 7. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 8. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$660,000.00, which is inclusive of: attorneys' fees of up to thirty-five
11 percent (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Settlement
12 Agreement, amounts to \$231,000.00, in addition to actual costs incurred of up to \$30,000.00; and
13 a service award of \$7,500.00 to Plaintiff Ronald Getaw; costs of settlement administration of no
14 more than \$14,800.00; and Private Attorneys' General Act of 2004 ("PAGA") penalties in the
15 amount of \$50,000.00 as PAGA penalties, seventy-five percent (75%) or \$37,500.00 of which will
16 be paid to the LWDA out of the Gross Settlement Amount, and twenty-five percent (25%) or
17 \$12,500.00 of which will be distributed to the "Aggrieved Employees" defined as all current and
18 former non-exempt hourly individuals employed by Defendants in California at any time from May
19 28, 2020 through the end of the Class Period. ("PAGA Period").

20 9. The Gross Settlement Amount expressly excludes Employer Taxes, which will be
21 paid separately and apart by Defendant Consolidated Disposal Service, LLC on the wages portion
22 of the Gross Settlement Amount.

23 10. Class Member's "Workweek" shall mean any week during which a Class Member
24 worked for Consolidated Disposal Services, LLC during the Class Period.

25 11. Based on its records, Defendants estimate that the Class Members collectively
26 worked a total of 132,500 Workweeks during the Class Period. The Workweek Value shall be
27 calculated by dividing the GSA by 132,500. The Parties agree that the Workweek Value amounts
28 to and the settlement amounts to \$4.98 per Workweek (\$660,670 / 132,500 Workweeks). In the

1 event the number of Workweeks worked increases by more than 10%, or an additional 13,250
2 Workweeks worked, then the Class Period shall end on the day that the Workweeks worked reaches
3 145,750, which, Defendants represent and warrant is February 18, 2023.

4 12. The Court deems Apex Class Action, LLC (“Settlement Administrator” or “Apex”
5 or “Administrator”), the Settlement Administrator, and payment of administrative costs, not to
6 exceed \$14,800.00 out of the Gross Settlement Amount for services to be rendered by Apex on
7 behalf of the class.

8 13. No later than September 20, 2024, the Settlement Administrator shall provide counsel
9 for the Parties with a declaration attesting to the completion of the notice process, including the
10 number of attempts to obtain valid mailing addresses for and re-sending of any returned Class
11 Notices, as well as the identities, number of, and copies of all Requests for Exclusion and
12 Objections received by the Settlement Administrator.

13 14. The Court directs Defendants’ Counsel to provide the Settlement Administrator with
14 the “Class Data” no later than June 14, 2024. Class Data means each Class Member identifying
15 information in Defendants’ possession including the Class Member’s name, last-known mailing
16 address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

17 15. No later than June 28, 2024, the Administrator will send to all Class Members
18 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
19 Notice. The first page of the Class Notice shall prominently estimate the dollar amounts of any
20 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
21 number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.

22 16. To protect Class Members’ privacy rights, the Administrator must maintain the Class
23 Data in confidence, use the Class Data only for purposes of the Settlement and for no other purpose,
24 and restrict access to the Class Data to Administrator employees who need access to the Class Data
25 to effect and perform under the Agreement.

26 17. Before mailing Class Notices, the Administrator shall update Class Member
27 addresses using the National Change of Address database.

28 18. “Response Deadline” means August 28, 2024, and shall be the last date on which

1 Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax,
2 email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are
3 resent after having been returned undeliverable to the Administrator shall have an additional 14
4 calendar days beyond the Response Deadline has expired.

5 19. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
6 must send the Administrator, by mail, a signed written Request for Exclusion not later than 60 days
7 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
8 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
9 representative that reasonably communicates the Class Member's election to be excluded from the
10 Settlement and includes the Class Member's name, address and email address or telephone number.
11 To be valid, a Request for Exclusion must be emailed or postmarked by the Response Deadline.

12 20. Any Settlement Class Member who does not opt out of the Settlement by submitting
13 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
14 those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court
15 if Final Approval of the Settlement is granted.

16 21. Class Member shall have 60 days after the Administrator mails the Class Notice (plus
17 an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number
18 of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may
19 challenge the allocation by communicating with the Administrator via mail.

20 22. Only Participating Class Members may object to the class action components of the
21 Settlement and/or the Agreement, including contesting the fairness of the Settlement, and/or
22 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
23 Payment and/or Class Representative Service Payment. Participating Class Members may send
24 written objections to the Administrator by email or mail. In the alternative, Participating Class
25 Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections
26 at the Final Approval Hearing. A Participating Class Member who elects to send a written objection
27 to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class
28 Notice, plus an additional 14 days for Class Members whose Class Notice was re-mailed.

1 23. If a Class Member submits both an objection and a Request for Exclusion, the
2 Request for Exclusion will control and the Objection will be overruled.

3 24. All papers filed in support of final approval, including supporting documents for
4 attorneys' fees and costs, shall be filed by July 26, 2024.

5 25. A Final Fairness and Approval Hearing shall be held with the Court on October 3,
6 2024 at 9:00_a.m in Department 6 of the above-entitled Court to determine: (1) whether the
7 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
8 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of
9 service award to the Class Representative; (4) the amount to be paid to the LWDA and Aggrieved
10 Employees; and (4) the amount to be paid to the Settlement Administrator.

11 26. For any Class Member whose Individual Class Payment check or Individual PAGA
12 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the
13 funds represented by such checks and any interest that has accrued thereon to the California
14 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
15 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

16 **IT IS SO ORDERED.**

17
18 Dated: 06/04/2024



Elihu M. Berle

Judge of the Superior Court
Elihu M. Berle / Judge

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my mailing address is 1460 Westwood Boulevard, Los Angeles California 90024.

On May 31, 2024, I caused a true and correct copy of the foregoing document(s) described as [FURTHER REVISED PROPOSED] **ORDER**; to the parties and/or counsel who are registered to use Case Anywhere and set forth in the below service list:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 31, 2024 at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria