

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 14 2026

S. Salazar *LSB*

D.LAW, INC.

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Emma Geesaman (SBN 352715)

Enoch Kim (SBN 261146)

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Attorneys for Plaintiff DUSTIN DEBRUYN,

on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

DUSTIN DEBRUYN, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

EVERGREEN, an entity of unknown form;
EVERGREEN RECYCLING, LLC, a
Delaware limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. CVRI2401103

CLASS ACTION

Assigned for All Purposes To:

Hon. Harold W. Hopp

Dept.: 1

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND REQUEST
FOR ATTORNEYS' FEES, COSTS, AND
CLASS REPRESENTATIVE SERVICE
PAYMENT**

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points
and Authorities; and Declarations of Enoch J.
Kim, Dustin Debruyn, and Katie Tran]*

Date: June 18, 2026

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: February 29, 2024

First Amended Complaint Filed: May 6, 2024

Trial Date: None Set

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1 **[PROPOSED] FINAL APPROVAL ORDER AND FINAL JUDGMENT**

2 The Parties reached a Settlement subject to Court approval as represented in the Class
3 Action and PAGA Settlement Agreement (“Settlement Agreement”), attached as Exhibit 1 to
4 the Supplemental Declaration of Enoch J. Kim in Support of Motion for Preliminary Approval
5 of Class Action Settlement (“Motion”), filed with this Court on December 5, 2025.

6 On June 18, 2026, this Court conducted a Final Settlement Fairness Hearing under Rule
7 3.769 of the California Rules of Court and this Court’s February 23, 2026, Order Preliminarily
8 Approving Class Action Settlement Pursuant to the Terms of the Class Action and PAGA
9 Settlement Agreement (the “Preliminary Approval Order”). Due and adequate notice having
10 been given to the Class as required in said Preliminary Approval Order, and the Court having
11 considered all papers filed and proceedings had herein and otherwise been fully informed in the
12 matter, and good cause appearing therefor, hereby orders:

13 1. For the reasons set forth in the Preliminary Approval Order, which are adopted
14 and incorporated herein by reference, this Court finds that the applicable requirements of the
15 California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court
16 have been satisfied with respect to the Class and the proposed Settlement. The Court hereby
17 makes final its earlier provisional certification of the Class, as set forth in the Preliminary
18 Approval Order.

19 2. This Order Granting Final Approval of Class Action and PAGA Settlement
20 hereby adopts and incorporates by reference the terms and conditions of the Parties’ Settlement
21 Agreement, together with the definitions of terms used and contained therein.

22 3. The Court finds that it has jurisdiction over the subject matter of the Class
23 Action and over all Parties to the Class Action, including all members of the Class.

24 4. Class Members means “all persons employed by Defendant in California and
25 classified as non-exempt hourly employees who worked for Defendant during the Class Period,
26 which is the period from June 9, 2021 to October 15, 2024.”

27 5. Aggrieved Employees means “a person employed by Defendant in California
28 and classified as a non-exempt hourly employee who worked for Defendant during the PAGA

1 Period, which is the period from February 28, 2023 to December 6, 2024.”

2 6. The Court Approved Notice of Class Action Settlement and Hearing Date for
3 Final Court Approval (“Class Notice”) given to the Class Members fully and accurately
4 informed the Class Members of all material elements of the proposed Settlement and of their
5 opportunity to object to or comment thereon and was the best notice practicable under the
6 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
7 with the laws of the State of California, the United States Constitution, due process, and other
8 applicable law. The Class Notice fairly and adequately described the Settlement and provided
9 Class Members adequate instructions and a variety of means to obtain additional information;
10 provided Class Members with a full opportunity and the means to seek exclusion; and
11 described to Class Members the consequences of remaining in the Settlement as opposed to
12 seeking exclusion. A full opportunity has been afforded to the Class Members to participate in
13 the Final Approval Hearing, and all Class Members and other persons wishing to be heard have
14 been heard. Accordingly, the Court determines that all Class Members are bound by this Order
15 and Judgment. There are zero (0) objections to the Settlement and zero (0) requests for
16 exclusion from the Settlement.

17 7. The Court has considered all relevant factors for determining the fairness of the
18 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
19 particular, the Court finds that the Settlement was reached following meaningful discovery and
20 investigation conducted by Class Counsel; that the Settlement is the result of serious, informed,
21 adversarial, and arm’s-length negotiations between the Parties; and that the terms of the
22 Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has
23 considered all evidence presented, including evidence regarding the strength of the Plaintiff’s
24 case; the risk, expense, and complexity of the claims presented; the likely duration of further
25 litigation and appeal; the amount offered in Settlement; the extent of investigation and
26 discovery completed; and the experience and views of Class Counsel. Accordingly, the Court
27 hereby approves the settlement as set forth in the Settlement Agreement and expressly finds
28 that said Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the

entire Class and hereby directs implementation of all remaining terms, conditions, and provisions of the Settlement Agreement.

8. The Court hereby approves the Gross Settlement Amount of \$225,112.50.

9. The Court hereby approves the Net Settlement Amount of \$99,534.01.

10. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$75,037.50 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing.

11. The Court hereby approves reimbursement of litigation costs of \$17,550.99 to Class Counsel.

12. The Court hereby approves the payment of costs to the Administrator, Apex Class Action, LLC, in the amount of \$7,990.00.

13. The Court hereby approves Class Representative Service Payment in the amount of \$5,000.00 to Plaintiff Dustin Debruyne in consideration and exchange for his contributions to the Class. The Court finds these amounts are request fair and reasonable.

14. The Court hereby approves the allocation of \$20,000.00 to the settlement of the PAGA claims, of which \$15,000.00 shall be payable to the Labor Workforce Development Agency ("LWDA") and \$5,000.00 shall be payable to the Aggrieved Employees.

15. No other costs or fees relief shall be awarded, either against Defendant or any other of the Released Parties, as defined in the Settlement Agreement.

16. The Administrator shall mail all Participating Class Members their settlement checks enclosed in an envelope bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

17. Participating Class Members and Aggrieved Employees shall have up to 180 days from the date of mailing to negotiate their settlement distribution check. For any Class Member or Aggrieved Employee whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid residue"

1 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

2 18. The Administrator shall mail a reminder postcard to any Participating Class
3 Member whose settlement distribution check has not been negotiated within 60 days after the
4 date of mailing.

5 19. If (i) any of the Participating Class Members are current employees of the
6 Defendant, (ii) the settlement distribution checks mailed to those Participating Class Members
7 is returned to the Administrator as being undeliverable, and (iii) the Administrator is unable to
8 locate a valid mailing address, the Administrator shall arrange with the Defendant to have those
9 settlement distribution checks delivered to the Participating Class Members at their place of
10 employment.

11 20. Effective on the date when Defendant fully funds the entire Gross Settlement
12 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments in accordance with the Settlement Agreement:

14 a. All Participating Class Members, on behalf of themselves and their respective
15 former and present representatives, agents, attorneys, heirs, administrators, successors, and
16 assigns, release Released Parties from all claims alleged in the Operative Complaint, including:
17 (i) failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to
18 provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or
19 compensation in lieu thereof; (iv) failure to pay vacation and sick pay; (v) failure to reimburse
20 necessary expenditures; (vi) failure to provide complete, accurate wage statements; (vii) failure
21 to pay wages timely at time of termination or resignation; (viii) failure to maintain accurate
22 records; and (ix) unfair business practices based on the facts alleged in the Operative Complaint
23 (collectively, the "Released Class Claims"). This release shall apply to claims arising during the
24 Class Period. Except as set forth in Section 5.2 of the Settlement Agreement, Participating
25 Class Members do not release any other claims, including claims for vested benefits, wrongful
26 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
27 disability, social security, workers' compensation, or claims based on facts occurring outside
28 the Class Period.

1 b. Plaintiff releases all claims for civil penalties and any other relief available
2 under PAGA that could have been sought by the LWDA for the claims identified in Plaintiff's
3 PAGA Notice and the Operative Complaint ("Released PAGA Claims"). Plaintiff does not
4 release any Aggrieved Employee's individual claim for wages or damages.

5 21. The Court further confirms and finds that nothing contained in the Settlement
6 Agreement, the Preliminary Approval Order, or this Final Approval Order and Judgment shall
7 in any way or manner constitute an admission that any of the allegations against Defendant had
8 merit or a determination of liability by or against Defendant.

9 22. Notice of entry of this Final Approval Order and Judgment shall be given to the
10 Class Members by posting a copy of the Final Approval Order and Judgment on the
11 Administrator's website for a period of at least sixty (60) calendar days after the date of entry
12 of this Final Approval Order and Judgment. Individualized notice is not required.

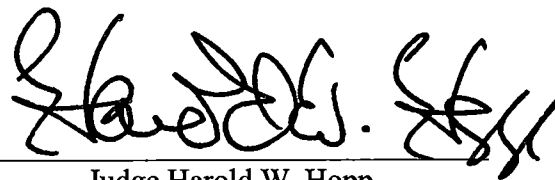
13 23. The date for the Final Report (Nonappearance) Hearing is ~~February 17, 2027~~ **MAR 18 2027**
14 The deadline for the filing of a report concerning the amount of money distributed is February
15 ~~17, 2027~~.

16 24. Under California Code of Civil Procedure section 664.6 and Rule 3.769(h) of
17 the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over
18 this action, Plaintiff Dustin Debruyn, Participating Class Members, and Defendant, for the
19 purposes of supervising the implementation, enforcement, construction, and interpretation of
20 the Settlement Agreement, the Final Approval Order, and for any other purpose.

21 25. The Final Judgment is hereby entered in accordance with the Final Approval
22 Order.

23
24 **IT IS SO ORDERED.**

25 Dated: July 8, 2026



Judge Harold W. Hopp
Judge of the Superior Court