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JESUS REAL SOQUI, individually and on
8 behalf of other persons similarly situated and
aggrieved
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF STANISLAUS

12 JESUS REAL SOQUI, an individual, on
behalf of himself and on behalf of other persons
13 similarly situated and aggrieved,

14 Plaintiffs,

15 vs.

16 BERTOLOTTI DISPOSAL, INC.; a California
corporation; BERTOLOTTI PATTERSON
17 DISPOSAL, INC., a California corporation;
BERTOLOTTI MODESTO DISPOSAL, INC., a
18 California corporation; BERTOLOTTI
NEWMAN DISPOSAL, INC., a California
19 corporation; BERTOLOTTI'S CERES
DISPOSAL, INC., a California corporation;
20 BERTOLOTTI TRANSFER STATION, INC., a
California corporation; and DOES 1 through 50,
21 inclusive,

22 Defendants.
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Electronically Filed
1/4/2024
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Erin Barnett, Deputy

CASE NO.: CV-22-002776

[Assigned for all purposes to the Honorable
John D. Freeland, Dept. 23]

CLASS ACTION

**REVISED [PROPOSED] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT
AGREEMENT**

Date: December 22, 2023
Time: 8:30 a.m.
Dept.: 23

Action Filed: June 23, 2022
Trial Date: Not Set

Accompanying Documents: Motion for
Final Approval; Declarations of Joshua D.
Boxer, Jarrod Salinas, Jesus Real Soqui,
Amado Guizar, Ernestina Dueñas, Raul
Casas, and Daniel Martinez

1 **[PROPOSED] ORDER**

2 Plaintiff Real Jesus Soqui (“Plaintiff”)’s Motion for Final Approval of Class Action
3 Settlement (“Motion”) came regularly for hearing before this Court on December 22, 2023. The
4 Court, having considered the proposed Joint Stipulation of Class Action Settlement and Release
5 of Claims (“Settlement” or “Agreement”), attached as Exhibit 1 to the Declaration of Joshua D.
6 Boxer filed concurrently with the Motion; having considered Plaintiff’s Motion for Final Approval
7 of Class Action Settlement, memorandum of points and authorities in support thereof, and
8 supporting declarations filed therewith; and good cause appearing, **HEREBY ORDERS THE**
9 **FOLLOWING:**

10 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
11 Joint Stipulation of Class Action Settlement and Release of Claims (“Stipulation”) filed in this
12 Action.

13 2. The Court finds that it has jurisdiction over the subject matter of the action and over
14 all parties to the action, including all members of the Settlement Class.

15 3. The Notice of Class Action Settlement fully and accurately informed Class
16 Members of all material elements of the proposed settlement and of their opportunity to opt out or
17 object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice
18 to all Class Members; and complied fully with the laws of the United States of America and due
19 process. The class notice fairly and adequately described the settlement and provided Class
20 Members with adequate instructions and a variety of means to obtain additional information.

21 4. Class Members were given a full opportunity to participate in the Final Approval
22 hearing, and all Class Members and other persons wishing to be heard have been heard.
23 Accordingly, the Court determines that all Class Members who did not timely and properly opt-out
24 of or request exclusion from the settlement are bound by this Order.

25 5. The Court has considered all relevant factors for determining the fairness of the
26 settlement and has concluded that all such factors weigh in favor of granting final approval. In
27 particular, the Court finds that the settlement was reached following meaningful discovery and
28 investigation conducted by Class Counsel; that the settlement is the result of serious, informed,

1 adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement
2 are in all respects fair, adequate, and reasonable.

3 6. In so finding, the Court has considered all evidence presented, including evidence
4 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented;
5 the likely duration of further litigation; the amount offered in settlement; the extent of investigation
6 and discovery completed; and the experience and views of counsel. The Parties have provided the
7 Court with sufficient information about the nature and magnitude of the claims being settled, as
8 well as the impediments to recovery, to make an independent assessment of the reasonableness of
9 the terms to which the Parties have agreed.

10 7. Accordingly, the Court hereby approves the settlement as set forth in the Stipulation
11 and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the best
12 interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
13 conditions, and provisions of the Stipulation. The Court also finds that settlement now will avoid
14 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
15 to continue to litigate the case. Additionally, after considering the monetary recovery provided by
16 the settlement in light of the challenges posed by continued litigation, the Court concludes that the
17 settlement provides Class Members with fair and adequate relief.

18 8. The Stipulation is not an admission by Defendants or by any other released party,
19 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
20 any other released party. Neither this Order, the Stipulation, nor any document referred to herein,
21 nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
22 as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
23 against Defendants or any of the other released parties.

24 9. Final approval shall be with respect to: All persons who were employed in hourly,
25 non-exempt positions at Defendants' facilities in the State of California at any time during the time
26 period from June 23, 2018 to April 10, 2023.

27 10. Plaintiff Jesus Real Soqui and Class Representatives Daniel Martinez, Ernestina
28 Dueñas, Amado Guizar, and Raul Casas Hernandez (collectively, "Class Representatives") are

1 suitable representatives and are hereby appointed the representatives for the Settlement Class. The
2 Court finds that the Class Representatives' investment and commitment to the litigation and its
3 outcome ensured adequate and zealous advocacy for the Settlement Class, and that the Class
4 Representatives' interests are aligned with those of the Settlement Class.

5 11. The Court finds that the attorneys at Matern Law Group, PC have the requisite
6 qualifications, experience, and skill to protect and advance the interests of the Settlement Class.
7 The Court therefore finds that this law firm satisfies the professional and ethical obligations
8 attendant to the position of Class Counsel, and hereby appoints them counsel for the Settlement
9 Class.

10 12. The Court approves settlement administration costs and expenses to be paid from
11 the Gross Settlement Amount in the amount of \$9,500.00 to the settlement administrator, Phoenix
12 Class Action Administration Solutions.

13 13. With respect to the \$60,000 allocated to the PAGA settlement, the Court finds that
14 the Settlement Agreement's payments of 75% of the PAGA settlement (\$45,000.00) to the
15 California Labor Workforce Development Agency ("LWDA") and 25% of the PAGA settlement
16 (\$15,000.00) to the Aggrieved Employees as part of their Individual Settlement Payments
17 (regardless of whether they opt out of the Class portion of the Settlement) is appropriate and orders
18 such payment to the LWDA and Aggrieved Employees to be paid from the Gross Settlement
19 Amount.

20 14. Defendants shall pay Class Members pursuant to the procedure described in the
21 Stipulation.

22 15. Defendants shall separately pay their share of payroll taxes in addition to the Gross
23 Settlement Amount.

24 16. All Class Members were given a full and fair opportunity to participate in the
25 Approval Hearing, and all members of the Settlement Class wishing to be heard have been heard.
26 Members of the Settlement Class also have had a full and fair opportunity to exclude themselves
27 from the proposed settlement and the class. Accordingly, the terms of the Stipulation and of the
28 Court's Order shall be forever binding on all Class Members who did not timely and properly opt

1 out of the settlement. These Class Members have released and forever discharged the Defendants
2 for any and all Released Claims.

3 17. Without affecting the finality of this Order, the Court shall retain exclusive and
4 continuing jurisdiction over the above-captioned action and the parties, including all Class
5 Members, for purposes of enforcing the terms of the Order entered herein and any Judgment
6 entered.

7 18. In accordance with the provisions of Code Civ. Proc. §384, the Court sets a
8 compliance hearing after expiration of the check-cashing period to confirm full administration of
9 the settlement. Such hearing shall be set for August 6, 2024 at 8:30 a.m. in Department 23. The
10 Court directs class counsel or the settlement administrator to submit a compliance report no later
11 than 5 court days before the date of the above-mentioned hearing, which shall include the total and
12 true amount that was paid to the class members.

13 19. The Court's Order granting final approval and the judgment shall be published on
14 the settlement administrator's website for a period of at least 90 days, per Civ. Code §1781(g); Cal.
15 Rules of Ct., rule 3.771(b).

16 20. The Court directs that a judgment shall be entered in accordance with the terms of
17 this Order.

18
19 **IT IS SO ORDERED.**

20 DATED: 1/2/2024

21 By:


22 JUDGE OF THE SUPERIOR COURT
23 John Freeland

1 **PROOF OF SERVICE**

2 I am employed in the County of Los Angeles, State of California. I am over the age
3 of 18 years, and not a party to this action. My business address is 1230 Rosecrans Ave, Suite
200 Manhattan Beach, California 90266.

4 On December 22, 2023, I served the following document or documents:

5 **REVISED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS**
6 **ACTION SETTLEMENT AGREEMENT**

7 **By e-mail or electronic transmission.** I caused the documents to be sent to the person at
8 the e-mail addresses listed below. I did not receive, within a reasonable time after the
9 transmission, any electronic message or other indication that the transmission was
unsuccessful.

<p>10 Jenn Protas, Esq. 11 Rachel A. Garcia, Esq. 12 HOGUE FENTON JONES & APPEL INC. 13 55 South Market Street, Suite 900 14 San Jose, CA 95113 15 Telephone: (408) 287-9501 16 Fax: (408) 287-2583 17 Email: jenn.protas@hogefenton.com rachel.garcia@hogefenton.com 18 19 CC: Leo Ayala 20 leo.ayala@hogefenton.com</p>	<p>Attorneys for Defendants BERTOLOTTI DISPOSAL, INC. BERTOLOTTI PATTERSON DISPOSAL, INC., BERTOLOTTI MODESTO DISPOSAL, INC., BERTOLOTTI NEWMAN DISPOSAL, INC., BERTOLOTTI'S CERES DISPOSAL, INC., and BERTOLOTTI TRANSFER STATION, INC.</p>
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21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct.

23 Executed on December 22, 2023 at Hermosa Beach, California.

24 *Briana Markovich*
25 _____
26 Briana Markovich