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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN (SANTA ANA) DIVISION**

ANTONIO HURTADO, et al.,)
)
Plaintiffs,)
)
v.)
)
RAINBOW DISPOSAL CO., INC.)
)
EMPLOYEE STOCK)
)
OWNERSHIP PLAN)
)
COMMITTEE, et al.)
)
Defendants.)
)

Case No.: 8:17-cv-01605-JLS-DFM

JUDGMENT

1 Pursuant to the Court's Order Granting Plaintiffs' Motion for Final Approval
2 of Class Action Settlement (Doc. 228) it is hereby **ORDERED, ADJUDGED,** and
3 **DECREED** that:

4 1. Pursuant to Rule 23(c)(3), the members of the Class for purposes of
5 this Judgment are those persons meeting the definition of the Class as certified by
6 the Court's order of April 22, 2019:

7 All persons who were vested participants in the Rainbow Disposal Co.,
8 Inc. Employee Stock Ownership Plan as of October 1, 2014 and the
9 beneficiaries of any such participants, excluding Defendants and
10 persons who were named fiduciaries of the Rainbow Disposal Co., Inc.
11 Employee Stock Ownership Plan, who are alleged in this action to have
12 engaged in prohibited transactions or breaches of corporate fiduciary
13 duties, or who had decision-making or administrative authority relating
14 to the administration, modification, funding, or interpretation of the
15 Rainbow Disposal Co., Inc. Employee Stock Ownership Plan, or who
16 had such authority relating to the decision to sell assets of the Rainbow
17 Disposal Co., Inc. Employee Stock Ownership Plan on or about
18 October 1, 2014.

19 2. The Settlement Agreement (including the Releases in Section XIII) is
20 finally approved and shall be consummated in accordance with its terms.

21 3. The Plan of Allocation is determined to be fair and reasonable, and
22 Class Counsel, Defendants, the Settlement Administrator, and the Plan
23 Administrator are directed to effect allocation and distribution of the Settlement
24 Fund in accordance with the terms of the Settlement Agreement and Plan of
25 Allocation, including within the times and in the manner set forth in Section IV of
26 the Settlement Agreement.

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1 4. The Protective Order (Doc. 134) previously entered by the Court is
2 hereby modified consistent with Paragraph XV.1 of the Settlement Agreement to
3 extend the time for Class Counsel to retain certain documents and to allow Class
4 Counsel and the Settlement Administrator to retain the Class Data.

5 5. Co-Lead Class Counsel is authorized to withdraw the amount
6 authorized to pay attorneys' fees, expenses, and service awards as awarded in the
7 Court's Order Granting Plaintiffs' Motion for Final Approval of Class Action
8 Settlement from the Settlement Fund (upon this Judgment becoming Non-
9 Appealable) and to allocate the attorneys' fees and expenses in the reasonable
10 discretion of Co-Lead Class Counsel.

11 6. Without affecting the finality of the Court's Order Granting Plaintiffs'
12 Motion for Final Approval of Class Action Settlement or Final Judgment in any
13 way, this Court expressly retains exclusive jurisdiction as to all matters relating to
14 (a) enforcement, interpretation and implementation of the Settlement Agreement or
15 the Plan of Allocation; (b) disposition of the Settlement Fund; (c) the payment of
16 or division of attorneys' fees, reimbursement of expenses, and class representative
17 service awards, and (d) administration of the Settlement Fund, and (e) enforcement
18 of any order of this Court.

19 7. The Court hereby dismisses this Action with prejudice. Nothing in
20 this Order, the Final Approval Order, or in the Final Judgment entered in
21 connection with this Order shall preclude any action to enforce the Settlement
22 Agreement or any other claims over which the Court retains jurisdiction.

23 Date: June 04, 2021

IT IS SO ORDERED.

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26 HON. JOSEPHINE L. STATION
27 UNITED STATES DISTRICT JUDGE
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