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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

JACOB GREENWELL, individually, and on
behalf of other members of the general public
similarly situated and on behalf of all other
aggrieved employees pursuant to the California
Private Attorney General Act,

Plaintiffs,

vs.

ENVIGO RMS, LLC, a Delaware limited
liability company; and DOES 1 through 100,
inclusive

Defendants.

Case No.: RG21108069

Honorable Victoria Kolakowski
Department 16

CLASS ACTION

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

Date: March 17, 2026
Time: 2:30 p.m.
Department: 16

Complaint Filed: June 25, 2021
FAC Filed: July 23, 2024
Trial Date: None Set

1 This matter has come before the Honorable Victoria Kolakowski, in Department 16 of the
2 above-entitled Court, located at 1225 Fallon Street, Oakland, California 94612, on March 17, 2026, at
3 2:30 p.m., on Plaintiff Jacob Greenwell’s (“Plaintiff”) Motion for Final Approval of Class Action and
4 PAGA Settlement, Class Counsel Award, and Class Representative Enhancement Award (“Motion for
5 Final Approval”). Lawyers *for* Justice, PC, appeared on behalf of Plaintiff and the Class, and Littler
6 Mendelson, P.C. appeared on behalf of Defendant Envigo RMS, LLC, (“Defendant”).

7 On June 10, 2025, the Court issued a Tentative Ruling on the Motion for Preliminary Approval
8 Hearing, which became the Order of the Court on June 12, 2025, (“Preliminary Approval Order”),
9 thereby preliminarily approving the settlement of the above-entitled action in accordance with the Joint
10 Stipulation of Class Action and PAGA Settlement and Release of Claims (“Settlement,” “Agreement,” or
11 “Settlement Agreement”), and on September 30, 2025, the Court entered the Order to Modify Order
12 Granting Preliminary Approval of Class Action and PAGA Settlement, which, together with the exhibits
13 annexed thereto set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties’ papers and oral
15 argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. This Final Approval Order and Judgment incorporates by reference the definitions in the
19 Settlement Agreement and Preliminary Approval Order, and all capitalized terms used, but not defined,
20 herein shall have the same meanings as in the Settlement Agreement and Preliminary Approval Order.
- 21 3. Unless otherwise specified, all citations and references to the Private Attorneys General
22 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) are to the version of that statute
23 prior to the recent amendment effective July 1, 2024; the amended statute does not apply to the Action,
24 or the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the notice
25 to the Labor and Workforce Development Agency (“LWDA”) was filed prior to June 19, 2024.
- 26 4. This Court has jurisdiction over the Class Members as it pertains to the Action and the
27 claims asserted in the Action, the Court also has jurisdiction over all parties to the Action as it pertains to
28 the Action and the claims asserted in the Action.

1 5. The Court finds that the applicable requirements of California Code of Civil Procedure
2 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with respect to the Class and
3 the Settlement. The Court hereby makes final its earlier provisional certification of the Class for
4 settlement purposes, as set forth in the Preliminary Approval Order. The Settlement Class is hereby
5 defined to include: all current and former hourly-paid or non-exempt employees who worked for
6 Defendant (including any entities that merged with Defendant) within the State of California at any time
7 during the Class Period (i.e., the period from June 25, 2017 through August 31, 2023) (“Settlement
8 Class” or “Settlement Class Members”). The FCRA Class is hereby defined to include: means all of
9 Defendant’s (including any entities that merged with Defendant) current and former employees and
10 prospective applicants for employment in the United States who applied for a job with Defendant on
11 whom a background check was performed at any time during the FCRA Class Period (i.e., the period
12 from June 25, 2016 through August 31, 2023) (“FCRA Class” or “FCRA Class Members”). “Class” or
13 “Class Members” means Settlement Class Members and FCRA Class Members referred to together
14 regardless of whether persons are members of one or both of the defined classes.

15 6. The aggrieved employees for purposes of the PAGA Settlement are hereby defined to
16 consist of the following individuals: all persons who were employed by Defendant (including entities
17 that merged with Defendant) in California as hourly paid or non-exempt employees at any time during
18 the PAGA Period (i.e., the period from October 7, 2019 through August 31, 2023) (“PAGA
19 Employees”).

20 7. The Court finds that the Court-approved Notice of Class Action Settlement (“Class
21 Notice”) that was provided to the Class Members, fully and accurately informed the Class Members of
22 all material elements of the Settlement, of their opportunity to participate in the Settlement, object to or
23 comment on the Class Settlement, or to seek exclusion from the Class Settlement; the Class Notice was
24 the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class
25 Members; and complied fully with the laws of the State of California, the United States Constitution, due
26 process and other applicable law. The Class Notice fairly and adequately described the Settlement and
27 provided the Class Members with adequate instructions and a variety of means to obtain additional
28 information.

1 8. Pursuant to California law, the Court hereby grants final approval to the Settlement and
2 finds that it is fair, reasonable, and adequate, and in the best interests of the Class as a whole. More
3 specifically, the Court finds that the Settlement was reached following meaningful formal and informal
4 discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”), and that the
5 Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the
6 parties. In so finding, the Court has considered all of the evidence presented, including evidence
7 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of pursuing the claims
8 presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of
9 investigation and discovery completed; and the experience and views of Class Counsel. The Court finds
10 that the Settlement, including the monetary allocations and payments, appear within the range of
11 reasonableness, and that the monetary recovery to the Class is fair, adequate, and reasonable when
12 balanced against the probable outcome of further litigation relating to certification, liability, and damages
13 issues. The Court has further considered the absence of any objections by the Class Members to the
14 Settlement. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the
15 Settlement Agreement and the following terms and conditions.

16 9. A full opportunity has been afforded to the Settlement Class Members to participate in
17 the Final Approval Hearing, and all Settlement Class Members and other persons wishing to be heard
18 have been heard. The Settlement Class Members also have had a full and fair opportunity to exclude
19 themselves from the Class Settlement. Accordingly, the Court determines that all Settlement Class
20 Members who did not submit a timely and valid Request for Exclusion from the Class Settlement
21 (“Participating Settlement Class Members”), are bound by the Class Settlement and by this Final
22 Approval Order and Judgment, and thereby, as of the Effective Date and full funding of the Gross
23 Settlement Amount, shall have, fully, finally, and forever settled and released the Released Parties from
24 all of the Released Class Claims.

25 10. A full opportunity has been afforded to the FCRA Class Members to participate in the
26 Final Approval Hearing, and all FCRA Class Members and other persons wishing to be heard have been
27 heard. The FCRA Class Members also have had a full and fair opportunity to exclude themselves from
28 the FCRA Settlement. Accordingly, the Court determines that all FCRA Class Members who did not

1 submit a timely and valid Request for Exclusion from the FCRA Settlement (“Participating FCRA Class
2 Members”), are bound by the FCRA Settlement and by this Final Approval Order and Judgment, and
3 thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall have, fully,
4 finally, and forever settled and released the Released Parties from all of the Released FCRA Claims.

5 11. The Court finds that Plaintiff Jacob Greenwell has satisfied the prerequisites under
6 PAGA, including, and not limited to, providing the LWDA and Defendant with notice of the specific
7 provisions of the California Labor Code alleged to have been violated, including, and not limited to, the
8 facts and theories to support the alleged violations, in conformity with California Labor Code §
9 2699.3(a). The Court also finds that the Settlement Agreement has been submitted to the LWDA in
10 conformity with California Labor Code § 2699(l)(2). Pursuant to California Labor Code § 2699(l)(2),
11 the Court has also considered and reviewed the PAGA Settlement and the allocation of \$100,000.00
12 toward civil penalties under the California Private Attorneys General Act of 2004 (“PAGA Settlement
13 Amount”), and the Court finds that they are fair, reasonable, and appropriate, and hereby approved. The
14 Settlement Administrator shall distribute the PAGA Settlement Amount as follows: the amount of
15 \$75,000.00 to the LWDA (“LWDA Payment”), and the amount of \$25,000.00 to the PAGA Employees
16 (“PAGA Employee Amount”), in accordance with the terms and methodology set forth in the
17 Agreement.

18 12. The Court determines that the State of California (with respect to PAGA Employees),
19 and all PAGA Employees, are bound by the PAGA Settlement and by this Final Approval Order and
20 Judgment, and thereby, as of the Effective Date and full funding of the Gross Settlement Amount, shall
21 have, fully, finally, and forever settled and released the Released Parties from all of the Released PAGA
22 Claims.

23 13. The Court hereby directs that the Settlement be affected in accordance with the
24 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth herein.

25 14. The Court finds that payment of Settlement Administrator Costs in the amount of
26 \$30,000.00 to Atticus Administration, LLC (“Atticus” or “Settlement Administrator”), is appropriate for
27 the services performed and costs incurred and to be incurred for the notice and settlement administration
28 process, and is hereby approved. It is hereby ordered that the Settlement Administrator shall issue

1 payment to itself in the amount of \$30,000.00, in accordance with the terms and methodology set forth
2 in the Settlement Agreement.

3 15. The Court finds that the Class Representative Enhancement Award in the amount of
4 \$10,000 to Plaintiff Jacob Greenwell is fair and reasonable, and hereby approved. It is hereby ordered
5 that the Settlement Administrator issue payment in the amount of \$10,000.00 to Plaintiff Jacob
6 Greenwell for his Class Representative Enhancement Award, according to the terms set forth in the
7 Settlement Agreement.

8 16. The Court finds that attorneys' fees in the amount of \$278,250.00 to Class Counsel falls
9 within the range of reasonableness and that the results achieved justify the award sought, and is hereby
10 approved. It is hereby ordered that the Settlement Administrator issue payment in the amount of
11 \$278,250.00 to Class Counsel for attorneys' fees, in accordance with the terms and methodology set
12 forth in the Settlement Agreement.

13 17. The Court finds that reimbursement of litigation costs and expenses in the amount of
14 \$25,655.70 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the Settlement
15 Administrator issue payment in the amount of \$25,655.70 to Class Counsel for reimbursement of
16 litigation costs and expenses, in accordance with the terms and methodology set forth in the Settlement
17 Agreement.

18 18. It is hereby ordered that Defendant shall pay a the Gross Settlement Amount of
19 \$795,000.00 in 3 installment payments as follows: within fifteen (15) calendar days of the Effective
20 Date, Defendant shall make an initial payment of \$200,000.00 (the "First Payment"), into an interest
21 bearing Qualified Settlement Fund ("QSF") established by the Settlement Administration for
22 administration of the Settlement; within three months of the First Payment, Defendant shall make a
23 second payment of \$200,000.00 (the "Second Payment"), plus Defendant's share of payroll taxes on
24 such amount into the QSF; within six months of the First Payment, Defendant shall make a third
25 payment of \$200,000.00 (the "Third Payment"), plus Defendant's share of payroll taxes on such amount
26 into the QSF; within nine months of the First Payment, Defendant shall make a final payment of
27 \$195,000.00, (the "Final Payment") into the QSF.

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1 19. It is hereby ordered that within seven (7) days following the funding of the First
2 Payment, the Settlement Administrator will issue payments due under the Settlement and approved by
3 the Court as follows: (a) Individual PAGA Settlement Payments to PAGA Employees, (b) LWDA
4 Payment to the LWDA, and (c) Class Representative Enhancement Award to Plaintiff, in accordance
5 with terms and methodology set forth in the Settlement Agreement. It is hereby ordered that within
6 seven (7) days following the funding of the Second Payment, the Settlement Administrator will issue
7 payments due under the Settlement and approved by the Court as follows: (a) Individual FCRA
8 Settlement Payments to Participating FCRA Class Members and (b) 50% of the Individual Settlement
9 Payments to Participating Settlement Class Members. It is hereby ordered that within seven (7) days
10 following the funding of the Third Payment, the Settlement Administrator will issue payments due under
11 the Settlement and approved by the Court as follows: (a) 50% of the Individual Settlement Payments to
12 Participating Settlement Class Members, in accordance with terms and methodology set forth in the
13 Settlement Agreement. It is hereby ordered that within seven (7) days following the funding of the Final
14 Payment, the Settlement Administrator will issue payments due under the Settlement and approved by
15 the Court as follows: (a) Class Counsel Award to Class Counsel, and (b) Settlement Administrator Costs
16 to the Settlement Administrator, in accordance with terms and methodology set forth in the Settlement
17 Agreement.

18 20. Each check issued to a Class Member and/or PAGA Employee for his or her Individual
19 Settlement Payment and/or Individual PAGA Payment shall be valid for a period of one hundred eighty
20 (180) calendar days from the date of issuance of the check, and after this time period, the check(s) shall
21 be canceled. The leftover funds associated with checks issued to Class Members and PAGA
22 Employees, after the checks have been canceled, shall be transmitted to State of California Office of the
23 Controller Unclaimed Property Division in the name of the Participating Class Members and/or PAGA
24 Employees who did not cash his/her/their Settlement check. All Participating Class Members shall be
25 bound by the terms and conditions of the Class Settlement regardless of whether or not they cash or
26 otherwise negotiate their Individual Settlement Payment checks. All PAGA Employees shall be bound
27 by the terms and conditions of the PAGA Settlement regardless of whether or not they cash or otherwise
28 negotiate their Individual PAGA Payment checks.

1 21. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
2 Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
3 Settlement Agreement, Preliminary Approval Order, and this Final Approval Order and Judgment, to
4 hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
5 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

6 22. Individualized notice of this Final Approval Order and Judgment is not required. The
7 Settlement Administrator shall post a copy of the Final Approval Order and Judgment on the Settlement
8 Administrator's website for a period of at least sixty (60) calendar days after the date of entry of this
9 Final Approval Order and Judgment.

10 23. A Final Compliance Hearing is set for _____ at _____
11 a.m./p.m. in Department 16. Class Counsel shall submit the Settlement Administrator's accounting report
12 regarding the status of the funding and disbursement of the Settlement at least five (5) court days prior to
13 the Final Compliance Hearing.

14 **IT IS SO ORDERED.**

15
16 DATE: _____

The Honorable Victoria Kolakowski
Judge of the Alameda County Superior Court of
California