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Attorneys for Plaintiff

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SACRAMENTO

MATTHEW TOWNSEND, on behalf of
himself and the Class members,

Plaintiff,

v.

ALLIANCE ENVIRONMENTAL
GROUP, LLC; ALLIANCE TEAM
HEAT, INC; OPM SERVICES, LLC; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 34-2022-00317279-CU-OE-GDS [Lead
Case]; 34-2022-00320570-CU-OE-GDS

Hon. Jill H. Talley
Dept. 23

**PLAINTIFF'S NOTICE OF MINUTE ORDER
RE: HEARING ON MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

CLASS ACTION

Complaint Filed: March 23, 2022
Trial Date: None Set

MATTHEW TOWNSEND, on behalf of
the State of California and Aggrieved
Employees,

Plaintiff,

v.

ALLIANCE ENVIRONMENTAL
GROUP, LLC; ALLIANCE TEAM
HEAT, INC; OPM SERVICES, LLC,

Defendants.

PAGA ACTION

Complaint Filed: May 25, 2022
Trial Date: None Set

1 **TO ALL INTERESTED PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that a Plaintiff's Motion for Final Approval of Settlement was
3 heard on July 24, 2026, at 9:00 a.m. in Department 8A of the above-captioned Court, the Honorable
4 Jill H. Talley presiding. There being no objections from any Parties, the Court affirmed the tentative
5 ruling.

6 A true and correct copy of the Minute Order Re: Hearing on Motion for Final Approval of
7 Settlement, dated July 24, 2026, is attached hereto as **Exhibit A**.

8 Notice is provided in compliance with the Court's direction.

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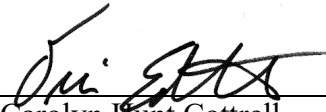
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Respectfully Submitted,

Dated: July 27, 2026



Carolyn Hunt Cottrell
Ori Edelstein
**SCHNEIDER WALLACE
COTTRELL KIM LLP**

Attorneys for Plaintiff

EXHIBIT A

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SACRAMENTO

Tani G. Cantil-Sakauye Courthouse, Department 8A

JUDICIAL OFFICER: HONORABLE JILL H. TALLEY

Courtroom Clerk: T. Shaddix

CSR: None

Court Attendant: M. Aria

34-2022-00317279-CU-OE-GDS

July 24, 2026

9:00 AM

**Matthew Townsend vs. Alliance Environmental Group
LLC**

MINUTES

APPEARANCES:

Plaintiff Matthew Townsend represented by Ori Edelstein, appearing for Carolyn H Cottrell.

Plaintiff Matthew Townsend represented by Ori Edelstein, appearing for Carolyn H Cottrell.

Plaintiff on Behalf of the State of California and Aggrieved Employees represented by Ori Edelstein, appearing for Carolyn H Cottrell.

Plaintiff on behalf of himself and the Class members represented by Ori Edelstein, appearing for Carolyn H Cottrell.

Defendant Alliance Team Heat Inc represented by Renee Corona, appearing for Todd J Konold.

Defendant OPM Services LLC represented by Renee Corona, appearing for Todd J Konold.

Defendant Alliance Environmental Group Inc. represented by Renee Corona, appearing for Todd J Konold.

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

The above-entitled matter came before this Court for a motion for final approval of class action settlement with the above-named counsel present and appearing remotely via Zoom.

There being no objections from any parties the court affirms the tentative ruling.

TENTATIVE AFFIRMED

Plaintiff Matthew Townsend's ("Plaintiff") motion for final approval of class and representative action settlement is UNOPPOSED and TENTATIVELY GRANTED pending the final fairness hearing.

Overview

This is a consolidated wage and hour action comprised of a class action and a PAGA action. On March 23, 2022, Plaintiff filed his class action complaint against Defendants Alliance Environmental Group, Alliance Team Heat, Inc., and OPM Services, LLC ("Defendants") alleging the following causes of action: (1) failure to pay for all hours

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worked; (2) failure to pay minimum wages; (3) failure to pay overtime wages; (4) failure to authorize and permit and/or make available meal and rest periods; (5) failure to provide timely and accurate itemized wage statements; (6) waiting time penalties; and (7) unlawful business practices.

On May 25, 2022, Plaintiff filed his Private Attorneys General Act (“PAGA”) action against Defendants (Case No. 34-2022-00320570) alleging two single causes of action to recovery penalties under PAGA based on the following alleged Labor Code violations: (1) failure to authorize and permit meal and rest breaks or provide premium pay in lieu thereof; (2) failure to pay all minimum wages owed; (3) failure to pay overtime wages; (4) failure to pay for all hours worked; (5) failure to reimburse necessary business expenses; (6) failure to provide accurate, itemized wage statements; and (7) failure to timely pay all wages earned upon termination or resignation. The Court consolidated the actions on June 1, 2023. (6/1/23 Order.)

The parties engaged in formal and informal discovery. (Edelstein Decl., ¶¶ 17-19.) On February 21, 2025, the Parties participated in a mediation with Hunter Hughes. (*Id.* at ¶ 21.) That mediation was unsuccessful but the Parties engaged in a second mediation on April 16, 2025 and reached a settlement after accepting a mediator’s proposal and reviewing Defendants’ financial condition. (*Id.* at ¶¶ 22.) The Parties have entered into a written settlement agreement. (*Id.* at Ex. 1 (“Agreement”).)

On February 20, 2026, this Court granted preliminary settlement approval. Plaintiff now seeks final approval of this class and PAGA settlement. This ruling incorporates by reference the definitions in the Agreement and all capitalized terms defined therein shall have the same meaning in this ruling as set forth in the Agreement.

Settlement Class Certification

The Court preliminarily certified the following settlement Class: all nonexempt current and former employees of any Defendant who (1) have not signed an arbitration agreement or whose arbitration agreement has been found unenforceable for purposes of this case; and (2) worked for any Defendant in California in Field-related Positions from September 27, 2017, through July 17, 2025. (Agreement ¶¶ 2(c), (g).)

On March 6, 2026, the Settlement Administrator mailed the Class Notice to 604 individuals on the Class List via U.S. First Class Mail. (Salinas Decl., ¶¶ 5, Exh. A.) After the mailing, one individual contacted the Settlement Administrator stating that they should have been included in the Class List, and after confirming that this individual was inadvertently omitted, the individual was added to the Class List – the Class Size is 605 individuals. (*Id.* at ¶ 6.)

The Settlement Administrator states that six Notice Packets were returned as

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undeliverable, but after performing skip tracing, five updated addresses were obtained, and the Notice Packets were re-mailed. (*Id.* at ¶ 7.) A total of one Notice Packet was considered undeliverable as no updated address was found as a result of skip tracing. (*Id.* at ¶ 8.)

The Settlement Administrator represents that as of July 1, 2026 – after the response deadline – there have been two requests for exclusion, but no workweek disputes, and no objections. (*Id.* at ¶¶ 9-11, Exh. B.) As such, the Settlement Administrator reports 603 Settlement Class Members, representing 99.67% of the Settlement Class. (*Id.* at ¶ 12.) The Court intends to certify the proposed class for settlement purposes only.

Aggrieved Employees

Aggrieved Employees are defined in the Agreement as: all nonexempt current and former employees who worked for any Defendant in California in Field-related Positions from March 21, 2021, through July 17, 2025. (Agreement, ¶ 2(b).) There are 231 Aggrieved Employees who worked a total of 9,358 pay periods during the PAGA Period. (Howard Decl., ¶ 16.) Plaintiff's counsel gave notice of the settlement to the Labor and Workforce Development Agency ("LWDA"). (Edelstein Decl., Exh. 2.)

Class Representative

The Court intends to appoint Plaintiff as Class Representative for settlement purposes only.

Class Counsel

The Court intends to appoint Schneider Wallace Cottrell Kim LLP as Class Counsel for settlement purposes only.

Fair, Adequate and Reasonable Settlement

The Court must find a settlement is "fair, adequate, and reasonable" before approving a class action settlement. (*Wershba v. Apple Computer* (2001) 91 Cal.App.4th 224, 244-245.) The trial court has broad discretion to determine whether a proposed settlement in a class action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.) In making its fairness determination, the Court considers the strength of the Plaintiffs' case, the risk, expenses, complexity and likely duration of further litigation, the risk of maintaining class action status through trial, the amount offered in settlement, the extent of discovery completed and the state of the proceedings, and the experience and views of counsel. (*Ibid.*) In approving a class action settlement, the Court must "satisfy itself that the class settlement is within the 'ballpark' of reasonableness." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133.)

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This is a non-reversionary, opt-out settlement. Pursuant to the Agreement, Defendants will pay the Gross Settlement Amount of \$1,500,000, inclusive of employers' share of payroll taxes. (Agreement, ¶ 2(q).) The GSA will be funded over 17 installments due to Defendants' financial condition. (Edelstein Decl., ¶¶ 25-26, Ex. 4; Agreement, ¶ 24(a).) The first installment of \$100,000 will be paid within 30 days of final settlement approval; the subsequent installments will be paid in equal quarterly payments over the next 16 quarters beginning the first quarter after the payment of the first installment. (*Ibid.*) The settlement also provides for three disbursements: (1) the first disbursement will comprise the \$100,000 initial installment and will be paid within 30 days of the Effective Date; (2) the second disbursement will be paid after the eighth quarterly installment payment; (3) the third disbursement will be paid after the 16th quarterly installment payment. (*Id.* at ¶ 24(c).)

The following will be paid out of the GSA: (1) a service award to Plaintiff of up to \$20,000; (2) attorneys' fees equaling up to one-third of the GSA (\$500,000) and litigation costs incurred through the date of Preliminary Approval; (3) a PAGA Penalty of \$30,000 (75% of which will be paid to the LWDA and 25% of which will be paid to Aggrieved Employees); (4) settlement administration costs (estimated not to exceed \$13,500); (5) both Defendants' employer's and Class Members' employee's portions of state and federal FICA and FUTA taxes on W2 allocations of Settlement Awards to Class Members; and (6) individual Class Member payments. (Agreement, ¶¶ 2(q) & 25(a)-(e); Edelstein Decl., Exh. 5.) For tax purposes, individual class member payments will be treated as: 25% wages and 75% penalties and interest. (Agreement, ¶ 32.) PAGA payments will be treated entirely as penalties. (*Ibid.*) Any funds remaining from the second disbursement will be added to the respective class member's third disbursement; any funds remaining after the check validity period for the third disbursement expires will be sent to the California State Controller's Unclaimed Property Fund to be held in the payee's name. (*Id.* at ¶¶ 37(a)-(b).)

The estimated average Individual Settlement Share is \$1,424.02. (Salinas Decl., ¶ 15.) The estimated average Individual PAGA Payment is approximately \$32.50. (*Id.* at ¶ 16.)

Attorneys' Fees and Costs

Plaintiff requests an attorneys' fee award of \$500,000 – equal to 33% of the GSA. (Cottrell Decl., ¶ 15.) The Court finds an award of \$500,000 is appropriate under the common fund method and intends to award the amount requested.

Plaintiff requests an award of litigation costs of \$43,177.96. (Cottrell Decl., ¶ 15.) The Court finds the claimed costs are reasonable and intends to award the amounts requested.

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Enhancement

Plaintiff seeks an enhancement award of \$10,000 (lower than the amount identified in the Agreement). (Townsend Decl., ¶ 15.) Plaintiff detailed the work performed in this case, including the approximate amount of time spent. (*Id.* at ¶¶ 7-14.) The Court intends to award the amounts requested.

Settlement Administration Expenses

Plaintiff seeks \$13,500 for administration expenses. (Salinas Decl., ¶ 18, Exh. C.) The Court intends to award the amount requested.

Disposition

The Court tentatively finds that the settlement is fair, reasonable and adequate in light of all of the circumstances presented in the moving papers. Provided that no objection is asserted by any class member at the hearing on this matter, the Court anticipates granting final settlement approval and signing the proposed order submitted with the moving papers. The Court also intends to award attorneys' fees, litigation costs, settlement administration costs, and an enhancement award in the amounts requested.

The Court sets a settlement compliance hearing for March 5, 2027, at 10:30 a.m. in this department.

At least **15 days** prior to the hearing, counsel shall file a declaration regarding the status of the distribution of the settlement funds. If the Court is satisfied that the settlement funds have been fully distributed, no appearances will be required.

Motion to Seal

The Court notes, Plaintiff separately moves to seal detailed billing records filed in support of his Motion for Final Approval. In the interest of judicial economy, the Court issues its ruling on Plaintiff's motion to seal concurrently herein.

Plaintiff's motion to seal is UNOPPOSED and GRANTED.

In order to seal the requested materials, the Court must find that there is an overriding interest to support the sealing of these records; that there is a substantial probability that the parties' interest will be prejudiced absent sealing; that the proposed sealing is narrowly tailored to serve the parties' interest; and that there is no less restrictive means of achieving the overriding interest. (See *In re Providian Credit Card Cases* (2002) 96 Cal.App.4th 292; Cal. Rules of Court, rule 2.550(d).)

The Court finds that there is an overriding interest to support the sealing of these

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records. There is consequently a substantial probability that the overriding interest will be prejudiced if the record is not sealed. The Court further finds that the proposed sealing is sufficiently narrowly tailored. No less restrictive means exist to achieve the overriding interest. Therefore, the motion to seal is GRANTED. The conditionally lodged Exhibit 1 to the Declaration of Carolyn Cottrell filed with Plaintiff's motion for final approval is ordered SEALED. (Cal. Rules of Court, rule 2.550(e).)

Counsel for Plaintiff is directed to notice all parties of this order.

Status Conference re: Settlement Compliance is scheduled for 03/05/2027 at 10:30 AM in Department 8A at Tani G. Cantil-Sakauye Courthouse.

/s/ T. Shaddix
T. Shaddix, Deputy Clerk

By:

Minutes of: 07/24/2026
Entered on: 07/24/2026

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
4 employed at at Schneider Wallace Cottrell Kim LLP located at located at 515 S Figueroa Street,
Suite 1060, Los Angeles CA 90071.

5 On July 27, 2026, I served the following document(s):

6 **PLAINTIFF'S NOTICE OF MINUTE ORDER RE: HEARING ON MOTION FOR**
7 **FINAL APPROVAL OF SETTLEMENT**

8 on the following person(s) listed below, as follows:

9 Renee K. Corona (SBN 337679)
10 GORDON REES SCULLY
11 MANSUKHANI LLP
12 3 Parkcenter Drive, Suite 200
Sacramento CA 95825
Tel: (916) 565-2900
Fax: (916) 920-4402

Attorneys for Defendants

**ALLIANCE ENVIRONMENTAL
GROUP, LLC; ALLIANCE TEAM
HEAT, INC.; OPM SERVICES, LLC**

Email: rcorona@grsm.com
cc: Veronica Whitaker vwhitaker@grsm.com

13 Jason F. Meyer (SBN 190800)
14 J. Todd Konold (SBN 222616)
15 GORDON REES SCULLY
16 MANSUKHANI LLP
17 101 W Broadway, Suite 2000
San Diego CA 92101
Tel: (619) 230-7767
Fax: (619) 696-7124

Email: jmeyer@grsm.com
Email: tkonold@grsm.com

18 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
19 electronic version of the above-referenced document to the person(s) whose email
20 address(es) are known to me as listed above.

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 July 27, 2026, in Sherman Oaks, California.

24 
Eugene Huffman