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12 Tel: (818) 265-1020 / Fax: (818) 265-1021

13 Attorneys for Plaintiffs
14 Afiya Porter, Monica G. Fitzmaurice, and the Proposed Class

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

17 AFIYA PORTER, individually, MONICA
18 G. FITZMAURICE, individually, and on
behalf of other members of the general
19 public similarly situated;

20 Plaintiffs,
21 vs.

22 TRIUMVIRATE ENVIRONMENTAL,
INC., a Massachusetts corporation; and
23 DOES 1 through 100, inclusive,

24 Defendants.
25
26
27
28

Case No.: 24CV092940

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Hearing Information:

Date: January 29, 2026
Time: 9:00 AM
Dept.: 24
Judge: Hon. Rebekah Evenson

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

2 **PLEASE TAKE NOTICE THAT** on January 29, 2026, at 9:00 AM, the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiff Afiya Porter and Plaintiff Monica
4 Fitzmaurice (collectively “Plaintiffs”), on behalf of themselves and a Settlement Class, and not
5 opposed by Defendant Triumvirate Environmental, Inc., (“Defendant”), came on for hearing in
6 Department 24 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA
7 94612.

8 After full consideration of the evidence, the pleadings and papers filed by the parties in
9 connection therewith, arguments of counsel and all other matters presented to the Court, and good
10 cause having been shown, IT IS HEREBY ORDERED that Plaintiffs’ Motion for Preliminary
11 Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

12 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

13 1. This Order incorporates by reference the Settlement Agreement (“Agreement” or
14 “Settlement Agreement”), including its definitions, and all terms defined therein shall have the same
15 meaning in this Order as set forth in the Settlement Agreement. The Settlement Agreement is attached to
16 the Declaration of Devin Rauchwerger in support of the Motion for Preliminary Approval as Exhibit 1.

17 2. The Court recognizes that the parties stipulate and agree to certification of a class for
18 settlement purposes only. For settlement purposes only, the Court conditionally certifies the following
19 settlement class (the “Class Members” or “Settlement Class”): “all current and former non-exempt,
20 hourly-paid employees who were employed by Defendant in California at any time during the Class
21 Period. Defendant represents that the number of Class Members is approximately two hundred fourteen
22 (214) individuals, as of May 1, 2025.” (SA § 8(e).) The “Class Period” means the period from September
23 4, 2020 through September 3, 2025, or, if applicable, the Alternate Class Period End Date. (SA § 8(g).)
24 Class Members who do not submit a valid and timely request for exclusion from the Class Settlement are
25 referred to as the “Settlement Class Members” and shall be bound by all determinations of the Court, the
26 Settlement Agreement, and the Judgment. (SA § 8(nn).)

27 3. The Court finds, for settlement purposes only, the requirements of California Code of
28 Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member

1 who has not requested exclusion from the Settlement.

2 4. Plaintiffs are hereby appointed and designated, for all purposes, as the representatives of
3 the class, and the following attorneys are hereby appointed and designated as counsel for Plaintiffs and the
4 Class ("Class Counsel"):

5 Zack I. Domb
6 Devin Rauchwerger
7 Eric Y. Hahn
8 Curtis P. Davis
9 DOMB & RAUCHWERGER LLP
10 1055 East Colorado Blvd., Fifth Floor
11 Pasadena, California 91106
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17 Joanna Ghosh
18 Brian St. John
19 Erica Stepanian
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21 450 North Brand Blvd, Suite 900
22 Glendale, California 91203
23 Tel: (818) 265-1020 / Fax: (818) 265-1021
24 E-Mail: joanna@calljustice.com
25 E-Mail: brian@calljustice.com
26 E-Mail: erica@calljustice.com

27 Class Counsel is authorized to act on behalf of Class Members with respect to all acts or
28 consents required by, or which may be given pursuant to, the Settlement, and such other acts
reasonably necessary to consummate the Settlement. Any Class Member may enter an
appearance through counsel of such Class Member's own choosing and at such Class Member's
own expense. Any Class Member who does not enter an appearance or appear on his or her own
will be represented by Class Counsel.

5. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing
on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and
extensive negotiations among Plaintiffs, Defendant, and their respective counsel.

6. A final approval hearing shall be held before this Court on _____, at _____

1 in Department 24 of the County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, to
2 determine all necessary matters concerning the Settlement, including: whether the proposed settlement of
3 the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and
4 reasonable and should be finally approved by the Court; whether a Judgment, as provided in the
5 Settlement, should be entered herein; whether the plan of allocation contained in the Settlement Agreement
6 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
7 Attorneys' Fees and Costs Award, the Class Representative Enhancement Payments, and the settlement
8 administration expenses. The Final Approval hearing may be continued without further notice.

9 7. The Parties shall file a Motion for Final Approval on or before sixteen (16) court days
10 prior to the hearing.

11 8. The Court hereby appoints Phoenix Class Action Administrators as Settlement
12 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class
13 Members (including the Aggrieved Employees) the Notice by first class mail within fourteen (14) calendar
14 days after the receipt of the Class List from Defendant using the procedures set forth in the Settlement
15 Agreement. Class Members who do not opt out of the settlement will become Settlement Class Members
16 and will automatically receive their Individual Settlement Share.

17 9. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
18 ("Class Notice"), Objection Form, and Exclusion Form, attached hereto as **"EXHIBIT A," "EXHIBIT**
19 **B," "EXHIBIT C,"** respectively (together, "Notice Packet"). The Court finds that the distribution of the
20 Notice of Class Action Settlement in substantially the manner and form set forth in the Settlement
21 Agreement and this Order meets the requirements of due process, is the best notice practicable under the
22 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. Any exclusion
23 or objection forms submitted by a class member shall be submitted to the Settlement Administrator and
24 will not be submitted to the Court. The Settlement Administrator will file a declaration with the Motion
25 for Final Approval that will authenticate a copy of every exclusion or objection form received by the
26 Settlement Administrator. The Settlement Administrator will give notice to any objecting party of any
27 continuance of the hearing on the Motion for final Approval.

28 10. The Court reserves the right to adjourn or continue the date of the final approval and all

1 dates provided for in the Settlement Agreement without further notice and retains jurisdiction to consider
2 all further applications arising out of or connected with the proposed Settlement.

3 11. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
4 (including this Order) shall be construed as a concession or admission by Defendant in any way that the
5 claims asserted have any merit or that this Action was properly brought as a class or representative action,
6 and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way,
7 including with respect to any claim of any liability, wrongdoing, fault, or omission by Defendant, with
8 respect to the truth of any allegation asserted by any person, and/or as purported evidence of any violation
9 of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order (i.e., evidence of
10 a “first” or “initial” violation). Whether or not the Settlement is finally approved, neither the Settlement,
11 nor any exhibit, document, statement, proceeding, or conduct related to the Settlement, nor any reports or
12 accounts thereof, shall in any event be construed as, offered, or admitted in evidence as, received as, or
13 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence
14 of a presumption, concession, indication, or admission by Defendant of any liability, fault, wrongdoing,
15 omission, concession, or damage.

16 12. In the event the Settlement does not become effective in accordance with the terms of the
17 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
18 effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties
19 shall revert to their respective positions as of before entering into the Agreement, and expressly reserve
20 their respective rights regarding the prosecution and defense of this Action, including all available defenses
21 and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action
22 and/or managed as a representative action. In such an event, the Court’s orders regarding the Settlement,
23 including this Order, shall not be used or referred to in litigation for any purpose.

24 **IT IS SO ORDERED.**

25 Dated: _____

HON. REBEKAH EVENSON
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Afiya Porter vs. Triumvirate Environmental, Inc.
Alameda County Superior Court Case No. 24CV092940

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive payment from an employee class action lawsuit (“Action”) concerning your current or former employment with Triumvirate Environmental, Inc. The Action was filed by former Triumvirate Environmental, Inc. employees, Afiya Porter and Monica G. Fitzmaurice (“Plaintiffs”) and seeks: 1) alleged damages, penalties, and other relief for a class of employees (“Class Members”) who worked for Triumvirate Environmental, Inc. during the Class Period (September 24, 2020 through and including September 3, 2025 [or the Alternative Class Period End Date]); and 2) alleged penalties under the California Private Attorneys General Act (“PAGA”) for all employees who worked for Triumvirate Environmental, Inc. during the PAGA Period (June 3, 2024 through September 3, 2025 [or the Alternative PAGA Period End Date]) (“Aggrieved Employees”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Triumvirate Environmental, Inc. to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Triumvirate Environmental, Inc. to fund PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Triumvirate Environmental, Inc.’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you receive may differ from these estimates.

The above estimates are based on Triumvirate Environmental, Inc.’s records showing that **you worked _____ Workweeks** during the Class Period and **you worked _____ Pay Periods** during the PAGA Period. If you believe that you worked more Workweeks or Pay Periods during the respective Class Period or PAGA Period, you can submit a challenge by the deadline date. See [Section 4](#) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Triumvirate Environmental, Inc. to make payments under the Settlement, as negotiated between the parties, and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Triumvirate Environmental, Inc.

If you worked for Triumvirate Environmental, Inc. during the Class Period and/or the

PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. In exchange, as a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Triumvirate Environmental, Inc. that are covered by this Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue individual wage claims against Triumvirate Environmental, Inc. during the Class Period, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Triumvirate Environmental, Inc. will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Triumvirate Environmental, Inc. that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Triumvirate Environmental, Inc. must pay Individual PAGA Payments to all Aggrieved Employees.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs

	reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on _____, 2026. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or remotely as may be permitted by the Court’s telephonic or virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Payment and PAGA Payment (if any) depend on how many Workweeks or PAGA Pay Periods you worked during the Class Period and PAGA Period, respectively. The number of Workweeks and PAGA Pay Periods you worked during the Class Period and PAGA Period, according to Triumvirate Environmental, Inc.’s records, is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are current and former Triumvirate Environmental, Inc. employees. The Action alleges violations of California labor laws by failing to pay overtime wages, failing to provide compliant meal periods, failing to provide compliant rest periods, failing to pay all minimum wages, failing to timely pay wages during employment and upon termination, non-compliant wage statements, unreimbursed business expenses, and engaging in unfair business practices. Based on the same claims, Plaintiffs also assert a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiffs are represented by attorneys in the Action:

Lawyers for Justice P.C.
450 N Brand Blvd, Ste. 900
Glendale, California 91203

Domb & Rauchwerger LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106

(“Class Counsel.”)

Triumvirate Environmental, Inc. strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Triumvirate Environmental, Inc. are correct on the merits. In the meantime, Plaintiffs and Triumvirate Environmental, Inc. hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive, uncertain, and time-consuming process of litigation. The negotiations were ultimately successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Triumvirate Environmental, Inc. have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Triumvirate Environmental, Inc. does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Triumvirate Environmental, Inc. has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement, meaning that the court has determined only that there is sufficient information to suggest that the settlement may be fair, reasonable and adequate, but will make a final determination at the hearing on final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Triumvirate Environmental, Inc. Will Pay \$795,000.00 as the Total Settlement Amount. Triumvirate Environmental, Inc. has agreed to deposit the Total Settlement Amount, plus an amount sufficient to cover employer side payroll taxes, into an account controlled by the Administrator within thirty (30) days after the Effective Date, or on March 1, 2026, whichever date is later. The Administrator will use the Total Settlement Amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
2. Court Approved Deductions from Total Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Total Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$278,250.00 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$31,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500 to Plaintiff Porter and up to \$5,000 to Plaintiff Fitzmaurice as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Settlement Payment and any Individual PAGA Payment.

C. Up to \$8,000 to the Administrator for services administering the Settlement.

D. Up to \$50,000.00 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Total Settlement Amount (the “Net Settlement Amount”) by making Individual Settlement Payments to Participating Class Members based on their Class Period Workweeks. Within seven (7) calendar days after Defendant funds the Total Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments and Individual PAGA Payments.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Triumvirate Environmental, Inc. are asking the Court to approve an allocation of 20% of each Individual Settlement Payment to taxable wages (“Wage Portion”), and then 80% as interest and penalties (collectively the “Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Triumvirate Environmental, Inc. will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms, if required by applicable law.

Although Plaintiffs and Triumvirate Environmental, Inc. have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments/Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the Settlement Administrator will transfer the uncashed checks to the *Cy Pres* recipient Bay Area Legal Aid, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice. Whether you use the Exclusion Form or your own form, you must send a written and signed Request for Exclusion by the _____ Response Deadline. To the extent you decide not to use the

provided Exclusion Form, your Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Settlement Payments, but will preserve their rights to personally pursue their individual wage and hour claims against Triumvirate Environmental, Inc..

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments.

7. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”), to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks and Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in [Section 9](#) of this Notice.

8. Participating Class Members’ Release. Upon the Effective Date and full funding of the Total Settlement Amount, Participating Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged the Released Parties of and from all Released Claims which includes:

all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages under Labor Code Sec. 510, 1198; (2) failure to provide meal periods and/or pay meal period premiums under Labor Code Sec. 226.7, 512; (3) failure to provide rest periods and/or pay rest period premiums under Labor Code Sec. 226.7; (4) failure to pay minimum wages and all hours worked under Labor Code Sec. 1194, 1194.2, 1197, 1197.1, et seq.; (5) failure to timely pay wages upon termination and associated waiting time penalties under Labor Code Sec. 201-203; (6) failure to timely pay wages during employment under Labor Code Sec. 204, 210 and associated penalties; (7) failure to provide accurate itemized wage statements under Labor Code Sec. 226, 226.3; (8) failure to keep requisite payroll records under Labor Code Sec. 1174(d); (9) failure to reimburse business expenses under Labor Code Sec. 2800, 2802; and (10) violation of California’s unfair competition law under Business and Professions Code Sec. 17200 *et. seq.*

9. PAGA Release. Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs and the State of California with respect to the PAGA Employees, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged the Released Parties of and from all Released PAGA Claims, which is defined as:

all claims for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* that were alleged in the PAGA Notice and Operative Complaint in the Action or that reasonably could have been alleged based on the factual allegations in the PAGA Notice and Operative Complaint in the Action, arising during the PAGA Period, against any of the Released Parties, for violations of the California Labor Code, including *inter alia* sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Order 4-2001 for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses.

The operative version of the Settlement Agreement “Joint Stipulation of Class Action and PAGA Settlement and Release” was filed with the Court with the Declaration of Devin Rauchwerger in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement on **April 24, 2025** as **Exhibit 1** and may be examined online on the Alameda County Superior Court’s website, known as “eCourt Public Portal,” at **<https://eportal.alameda.courts.ca.gov/?q=node/387>** with case number 24CV092940. You may also examine the records containing the Settlement Agreement by visiting the Courthouse, located at 1225 Fallon Street, Oakland, CA 94612.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Settlement Payments. Individual Settlement Shares will be calculated and apportioned from the Net Settlement Amount based on the Participating Class members’ number of Workweeks worked during the Class Period. The Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Class Period to yield the Final Workweek Value, and multiply each Participating Class Member’s individual Workweeks by the Final Workweek Value to yield his or her Individual Settlement Share.
2. Individual PAGA Payments. The Administrator will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the total number of PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the “PAGA Pay Period Value,” and multiply each PAGA Employee’s individual PAGA Pay Periods during the PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment.
3. Workweek/Pay Period Dispute. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Triumvirate Environmental, Inc.’s records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail,

email or fax. [Section 9](#) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Triumvirate Environmental, Inc.'s calculation of Workweeks based on Triumvirate Environmental, Inc.'s records as accurate unless you send copies of valid records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Triumvirate Environmental, Inc.'s counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. [Section 9](#) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You may (but are not required to) use the Exclusion Form which is included with this Notice, which you will need to return to the Administrator. To the extent You decide to not use the provided Exclusion Form, Your Request for Exclusion should be a letter from You or Your representative setting forth Your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Be sure to personally sign your request, identify the Action as *Afiya Porter vs. Triumvirate Environmental, Inc.* **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** [Section 9](#) of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Triumvirate Environmental, Inc. are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things: 1) the reasons why the proposed Settlement is fair, and (2) justification for the amounts requested to be paid from the Total Settlement Amount for Attorneys' Fees, Litigation Expenses, Service Awards, and

Administration Awards. Upon reasonable request, Class Counsel (whose contact information is in [Section 9](#) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website <https://eportal.alameda.courts.ca.gov/?q=node/387>

A [Participating Class Member](#) who disagrees with any aspect of the Agreement, the Motion for Final Approval on the grounds that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** You may (but are not required to) use the Objection Form included with this Class Notice. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Afiya Porter vs. Triumvirate Environmental, Inc.*, Alameda Superior Court Case No. 24CV092940; and include your full name, your current address and phone number; state the specific reason(s) for the objection; identify or include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and sign and date the objection. [Section 9](#) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing; you do not need to submit a written objection to object to the Settlement at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See [Section 8](#) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ am in Department 24 of the Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Total Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) the hearing. Check the Court's website for the most current information (<https://eportal.alameda.courts.ca.gov/?q=node/387>)

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Triumvirate Environmental, Inc. and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the [Alameda](#) County Superior Court website by going to

(<https://eportal.alameda.courts.ca.gov/?q=node/387>) and entering the Case Number for the Action, Case Number 24CV092940.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Settlement Administrator:

Phoenix Class Action Administration Solutions

P.O. Box 7208

Orange, California 92863

E-Mail: Notice@phoenixclassaction.com

Telephone: 800-523-5773

Fax Number: 949-209-2503

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

Afiya Porter v. Triumvirate Environmental, Inc.
Superior Court of California, County of Alameda, Case No. 24CV092940

OBJECTION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO OBJECT TO THE CLASS SETTLEMENT.

If you wish to object to the Class Settlement, you must state all grounds for your objection accompanied by any legal support (space is provided below for doing so), attach any papers, briefs, or other documents you are relying on for your objection, sign on the following page, and return this form by mail to the Settlement Administrator, at the following mailing address, postmarked on or before **RESPONSE DEADLINE**.

[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]

If you do not wish to object to the Class Settlement, you should not return this form – you do not need to take any action. If the proposed settlement receives final approval from the Court, the Settlement Administrator will send you a check by U.S. Mail, at the last address the Settlement Administrator has on file for you.

I wish to object to the Class Settlement on the following grounds:

[illegible]

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ ____ ____) ____ ____ ____ ____ ____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed:

____ _

EXHIBIT C

Afiya Porter v. Triumvirate Environmental, Inc.
Superior Court of California, County of Alameda, Case No. 24CV092940

EXCLUSION FORM

USE AND RETURN THIS FORM ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

I request to be excluded from the class action settlement in the matter of *Afiya Porter vs. Triumvirate Environmental Inc. (Class)*. By excluding myself from the class action settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I also understand that submission of a request for exclusion from the class settlement will not exclude me from the Private Attorney Generals Act (“PAGA”) portion of the settlement and that if I am entitled to receive one, I will still receive an Individual PAGA Payment even if I request exclusion from the class action settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____

To ensure that this form is properly processed on your behalf and to avoid confusion in the event that multiple individuals having the same or similar names submit this form, please provide the last 4 digits of your Social Security Number to the administrator so that your identity may be confirmed: