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

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

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

Plaintiffs,
vs.

TRIUMVIRATE ENVIRONMENTAL, IN
C., a Massachusetts corporation; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 24CV092940

ASSIGNED FOR ALL PURPOSES TO:
JUDGE REBEKAH EVENSON
DEPARTMENT 24

~~PROPOSED~~ FINAL ORDER AND
JUDGMENT

Hearing Information:

Date: May 28, 2026
Time: 9:00 AM
Dept.: 24
Judge: Hon. Rebekah Evenson

FILED
Superior Court of California
County of Alameda
05/28/2026
Clad File, Executive Officer / Clerk of the Court
By: V. Garcia Deputy
V. Garcia

1 This matter has come before the Honorable Rebekah Evenson in Department 24 of the
2 Alameda County Superior Court, located at 1225 Fallon Street, Oakland, CA 94612, on Plaintiff
3 Afiya Porter, (“Plaintiff Porter”) and Plaintiff Monica G. Fitzmaurice, (“Plaintiff Fitzmaurice”)
4 (collectively “Plaintiffs”) Motion for Final Approval of Class Action and PAGA Settlement
5 (“Motion for Final Approval”). Domb & Rauchwerger LLP and Lawyers for Justice, PC appeared
6 on behalf of Plaintiffs; Law Office of Annie M. Ellis, A.P.C. appeared on behalf of Defendant
7 Triumvirate Environmental, Inc., (“Defendant”).

8 On February 6, 2026, the Court entered the Order Granting Preliminary Approval of Class
9 Action Settlement (“Preliminary Approval Order”), thereby preliminarily approving the
10 settlement of the above-entitled action (“Action”) in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”),
12 which sets forth the terms and conditions for settlement of the Action.

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

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

16 All terms used herein shall have the same meaning as defined in the Settlement Agreement
17 and the Preliminary Approval Order, both of which are incorporated by reference.

18 This Court has jurisdiction over the claims of the Class Members asserted in this
19 proceeding and over all parties to the Action.

20 The Court finds that the applicable requirements of California Code of Civil Procedure
21 section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect to the
22 Class and the Settlement. The Court hereby makes final its earlier provisional certification of the
23 Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is hereby
24 defined to include:

25 All current and former non-exempt, hourly-paid employees who were employed by
26 Defendant in California at any time from September 4, 2020 through September 3,
2025.

27 The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court
28 Approval (“Class Notice”) that was provided to the Class Members, fully and accurately informed

1 the Class Members of all material elements of the Settlement and of their opportunity to
2 participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion
3 from the Class Settlement; was the best notice practicable under the circumstances; was valid and
4 provided sufficient notice to all Class Members; and complied fully with the laws of the State of
5 California, the United States Constitution, due process and other applicable law. The Class Notice
6 fairly and adequately described the Settlement and provided the Class Members with adequate
7 instructions and a variety of means to obtain additional information.

8 Pursuant to California law, the Court hereby grants final approval of the Settlement and
9 finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More
10 specifically, the Court finds that the Settlement was reached following meaningful investigation
11 conducted by Lawyers *for* Justice, PC and Domb & Rauchwerger LLP (“Class Counsel”); that
12 the Settlement is the result of serious, informed, adversarial, and arms-length negotiations
13 between the parties; and that the terms of the Settlement are in all respects fair, adequate, and
14 reasonable. In so finding, the Court has considered all of the evidence presented, including
15 evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity of the
16 claims presented; the likely duration of further litigation; the amount offered in the Settlement;
17 the extent of investigation and discovery completed; and the experience and views of Class
18 Counsel. Accordingly, the Court hereby directs that the Settlement be affected in accordance
19 with the Settlement Agreement and the following terms and conditions.

20 A full opportunity has been afforded to the Class Members to participate in the Final
21 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard.
22 The Class Members also have had a full and fair opportunity to exclude themselves from the Class
23 Settlement. Accordingly, the Court determines that all Class Members who did not submit a
24 timely and valid Request for Exclusion (“Settlement Class Members”) are bound by the Class
25 Settlement and by this order and judgment (“Final Approval Order and Judgment”). Furthermore,
26 Plaintiff and the State of California, with respect to the PAGA Employees (defined as all current
27 and former non-exempt, hourly-paid employees who were employed by Defendant in California
28 at any time from June 3, 2024, to September 3, 2025), are bound by the PAGA Settlement and

1 this Final Approval Order and Judgment.

2 The Court finds that the settlement of the Released PAGA Claims for \$50,000.00, which
3 is designated and allocated as penalties under the California Private Attorneys General Act of
4 2004 (“PAGA Payment”), is fair, reasonable, and appropriate, and hereby approved. The
5 Administrator shall distribute the PAGA Payment as follows: the amount of \$32,500.00 to the
6 California Labor and Workforce Development Agency, and the amount of \$17,500.00 to PAGA
7 Employees, in accordance with the terms and methodology set forth in the Settlement Agreement.

8 The Court finds that payment of Settlement Administration Costs in the amount of
9 \$6,950.00 is appropriate for the services performed and costs incurred and to be incurred for the
10 notice and settlement administration process. It is hereby ordered that the Administrator, Phoenix
11 Class Action Administration Solutions, shall issue payment to itself in the amount of \$6,950.00,
12 in accordance with the terms and methodology set forth in the Settlement Agreement.

13 The Court finds that the Enhancement Payments sought are fair and reasonable for the
14 work performed by Plaintiffs on behalf of the Class, the State of California, and PAGA
15 Employees. It is hereby ordered that the Administrator issue payments in the amounts of
16 \$7,000.00 to Plaintiff Afiya Porter and \$3,000.00 to Plaintiff Monica G. Fitzmaurice for their
17 Enhancement Payments according to the terms and methodology set forth in the Settlement
18 Agreement.

19 The Court finds that the request for attorneys’ fees in the amount of \$238,500.00 to Class
20 Counsel falls within the range of reasonableness, and the results achieved justify the award
21 sought. It is hereby ordered that the Administrator issue payment in the amount of \$238,500.00
22 to Class Counsel for Attorneys' Fees, in accordance with the terms and methodology set forth in
23 the Settlement Agreement. However, the Administrator is instructed to only pay out \$215,000 of
24 the attorneys’ fees award at this time and retain \$23,500 of the attorneys’ fees amount until after
25 the Case Review Hearing Re: Final Accounting and Distribution, at which time the Court will
26 instruct the Administrator to release the remaining attorneys’ fees to Class Counsel. As such, and
27 pursuant to the Agreement between counsel and approved by Plaintiffs, the \$215,000 currently
28 being released is to be paid out as follows: \$180,600.00 is awarded to Lawyers for Justice PC and

1 the remaining \$34,400.00 is awarded to Domb & Rauchwerger LLP.

2 The Court finds that reimbursement of litigation costs and expenses in the amount of
3 \$14,456.38 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the
4 Administrator issue payment in the amount of \$14,456.38 to Class Counsel for reimbursement of
5 Costs, in accordance with the terms and methodology set forth in the Settlement Agreement.

6 There was one objection submitted by a class member on the grounds that “The settlement
7 unfairly excludes temporary-to-perm employees who were under the effective employment of
8 Triumvirate Environmental.” The Court overrules the objection and finds that the definition of
9 Class Members pursuant to the Settlement Agreement only included individuals who were
10 directly employed by Defendant during the Class Period. Furthermore, the Parties were not
11 required to define Class Members as including those individuals who were never directly
12 employed with Defendant. Any workers who performed worked for Defendant while employed
13 with a staffing agency, and who were never directly employed with Defendant, still maintain any
14 claims they may have against Defendant.

15 The Court hereby enters Judgment by which Plaintiffs and the Settlement Class Members
16 shall be conclusively determined to have given a release of any and all Released Class Claims
17 against the Released Parties, as set forth in the Settlement Agreement and Class Notice.
18 Furthermore, Plaintiffs and the State of California, with respect to the PAGA Employees, are
19 conclusively determined to have given a release of any and all Released PAGA Claims against
20 the Released Parties, as set forth in the Settlement Agreement and Class Notice. Finally, Plaintiffs
21 are conclusively determined to have given a full and complete release of any and all claims against
22 the Released Parties.

23 It is hereby ordered that Pursuant to the terms of the Settlement Agreement, no later than
24 30 days after the Effective Date, Defendant shall provide a one-time deposit of \$795,000.00 to
25 the Settlement Administrator to fund the Settlement. (SA § 12.)

26 Within seven (7) calendar days of the funding of the Total Settlement Amount, the
27 Settlement Administrator will issue payments due under the Settlement Agreement and approved
28 by the Court.

1 Deductions from the Total Settlement Amount are to be paid by the Administrator as
2 follows: (1) \$6,950 to the Administrator for its services in administering the settlement process,
3 (2) \$7,000.00 to Plaintiff Afiya Porter and \$3,000.00 to Plaintiff Monica G. Fitzmaurice for their
4 Enhancement Payments, (3) \$238,500.00 to Class Counsel in Attorneys' fees, with \$23,500 held
5 back pending the compliance hearing (4) \$14,456.38 in costs to Class Counsel, split \$13,628.23
6 to Lawyers for Justice, P.C. and \$828.15 to Domb & Rauchwerger LLP, (5) \$32,500 as payment
7 to the Labor and Workforce Development Agency, and (6) \$17,500 distributed to PAGA
8 Employees as outlined below.

9 The Net Settlement Amount will be distributed to each Settlement Class Member based
10 on their proportionate share of Class Workweeks worked during the Class Period. The Settlement
11 Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement
12 Class Members to yield the "Final Workweek Value," and multiply each Settlement Class
13 Member's individual Workweeks by the Final Workweek Value to yield his or her Individual
14 Settlement Share. (SA § 17(b).)

15 With respect to the Individual PAGA Payment of \$17,500, the Settlement Administrator
16 will divide the PAGA Employee Amount, i.e., 35% of the PAGA Amount, by the total number
17 of PAGA Pay Periods of all PAGA Employees during the PAGA Period to yield the "PAGA Pay
18 Period Value," and multiply each PAGA Employee's individual PAGA Pay Periods during the
19 PAGA Period by the PAGA Pay Period Value to yield his or her Individual PAGA Payment. (SA
20 § 18.)

21 Individual Settlement Payment and Individual PAGA Payment checks shall be valid and
22 negotiable for a period of not less than one hundred and eighty (180) calendar days from the date
23 of issuance, and thereafter, the checks shall be cancelled. All funds remaining after the
24 cancelation of checks, shall be paid to Bay Area Legal Aid ("Proposed Cy Pres Recipient"). (SA
25 § 23(c).)

26 The Court sets a Case Review Hearing Re: Final Account and Distribution on March 25,
27 2027 at 9:00 a.m. in Department 24. The Parties are ordered to file a Final Status Report no later
28 than 10 days prior to the Case Review Hearing. At the Case Review Hearing and following the

1 receipt of the Final Status Report, the Court will amend the Judgment to direct the Administrator
2 to pay the sum of the unpaid residue or unclaimed or abandoned class member funds associated
3 with the Individual Settlement Payment and/or Individual PAGA Payment checks that have not
4 been cashed or deposited within the 180-day period, plus any interest that has accrued thereon, to
5 the *cy pres* beneficiary in accordance with Code of Civil Procedure Section 384(b), thereby
6 leaving no “unpaid residue.” Prior to transmitting the funds from uncashed checks to the Bay
7 Area Legal Aid, the Parties shall submit a stipulation and proposed order to the Court complying
8 with California Code of Civil Procedure section 384’s amended provisions as to *cy pres*
9 beneficiaries.

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

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

28 Notice of entry of this Final Approval Order and Judgment shall be given to the Settlement

1 Class Members and PAGA Employees by posting a copy of the Final Approval Order and
2 Judgment on the Administrator's website for a period of at least sixty (60) calendar days after the
3 date of entry of this Final Approval Order and Judgment. Individualized notice is not required.
4

5 Dated: 05/28/2026


HONORABLE REBEKAH EVENSON
JUDGE OF THE SUPERIOR COURT
Rebekah Evenson / Judge