

ZAKAY LAW GROUP, APLC
Shani O. Zakay (State Bar #277924)
Jaclyn Joyce (State Bar #285124)
Jackland K. Hom (State Bar #327243)
Rachel N. Newman (State Bar #350826)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jaclyn@zakaylaw.com
jackland@zakaylaw.com
rachel@zakaylaw.com

JCL LAW FIRM, APC
Jean-Claude Lapuyade (State Bar #248676)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

DORICK MAHEIA, DARRELL WHITE,
ARTURO MONTANO, TYANA RAINEY, and
OMAR HERNANDEZ, individuals, on behalf of
themselves and on behalf of all persons similarly
situated,

Plaintiff,

v.

CLEAN EARTH ENVIRONMENTAL
SOLUTIONS, INC., a Delaware corporation;
HARSCO CORPORATION, a Delaware
corporation; CLEAN EARTH, LLC, a Delaware
Limited Liability Company, previously named
as fictitious DOE 1; and DOES 2-50, Inclusive,

Defendants.

Case No. 22STCV24279

[PROPOSED] JUDGMENT

Date: October 7, 2024
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

1 Plaintiffs' motion for an order finally approving the Class Action and PAGA Settlement
2 Agreement and Class Notice, fully executed on May 28, 2024, (the "Agreement") and Motion for
3 Class Counsel Attorneys' Fees and Litigation Expenses Payment and Class Representative Award
4 duly came on for hearing on October 7, 2024, before the above-entitled Court. The parties having
5 settled this action and the Court having entered an Order Granting Motion for Final Approval of
6 Class Action and PAGA Settlement and good cause appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of settlement.
9 The Class is defined as all individuals who worked for Defendants Clean Earth Environmental
10 Solutions Inc., Clean Earth Inc., Enviri Corporation, or Harsco Corporation in California as non-
11 exempt employees during the period between November 28, 2020, to February 9, 2024 ("Class
12 Period").

13 2. The "Settlement Class" is defined as persons who meet the foregoing definition,
14 except for those individuals who filed a valid request for exclusion ("opt out") from the Class. There
15 are 611 Class Members who worked for Defendants during the Class Period. There are zero opt-
16 outs and zero objections to the Settlement.

17 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
18 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
19 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys' fees and
20 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
21 of Class Action and PAGA Settlement, and in this Final Judgment.

22 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
25 benefits.

26 5. Upon entry of final judgment and funding of the Gross Settlement Amount, each
27 member of the Settlement Class releases the "Released Class Claims" against the Defendants and
28 all of the "Released Parties," as set forth in the Agreement.

1 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

2 (a) The Released Class Claims are defined as any and all claims, liabilities,
3 demands, obligations, penalties (except for PAGA penalties), costs, expenses, attorney’s fees,
4 damages, action or causes of action that are alleged, or that reasonably could have been alleged
5 based on the facts alleged in the Actions, including claims for: (a) failure to pay regular and
6 minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage
7 statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide
8 timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide
9 compliant rest periods and/or pay rest required period premiums; (g) failure to reimburse necessary
10 expenditures in discharge of duties; (h) failure to maintain required records; (i) failure to pay wages
11 timely during employment; (j) failure to pay vacation or paid time off wages; (k) failure to pay
12 prevailing wages; and (l) any right or claim for damages, unpaid wages, statutory penalties, or civil
13 penalties arising under the California Labor Code or Wage Orders based on the alleged failures set
14 forth above (a)-(k) and which were alleged, or that reasonably could have been alleged based on the
15 facts alleged in the Action; and which were alleged, or that reasonably could have been alleged
16 based on the facts alleged in the Action; (1) any violation of the California Labor Code arising from
17 or related to the conduct alleged in in (a)—(k) and which were alleged, or that reasonably could
18 have been alleged based on the facts alleged in the Action, including violations of California Labor
19 Code sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3,
20 246, 510, 512, 516, 551, 552, 558, 1174,1174.5,1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 et
21 seq., 2800, 2802, 2804 and IWC Wage Orders; and (m) all claims for unfair business practices under
22 California Business & Professions Code Section 17200, et seq., that could have been premised on
23 the claims, causes of action or legal theories of relief described above in (a)-(k) and which were
24 alleged, or that reasonably could have been alleged based on the facts alleged in the Action. The
25 Released Class Claims expressly exclude all other claims, including claims for vested benefits,
26 unemployment insurance, disability, social security, workers’ compensation, and class claims
27 outside of the Class Period.

28 (b) The “Released Parties” means Defendants and all of their respective current

1 and former parents, subsidiaries and affiliated companies and entities, franchisors and franchisees,
2 and its current, former, and future owners, officers, shareholders, directors, members, managers,
3 operators, exempt-employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders,
4 attorneys, insurers, payroll providers, joint venturers, and agents, and any successors, assigns, or
5 legal representatives, both individually and in their business capacities, and any individual or entity
6 who or which could be jointly liable with Defendants as joint employers or otherwise, all persons
7 or entities acting by, through under or in concert
8 with any of them.

9 7. Upon entry of final judgment and funding of the Gross Settlement Amount, the
10 Plaintiffs, the Labor and Workforce Development Agency (“LWDA”), the State of California, and
11 each “Aggrieved Employee” released the Released Parties from the “Released PAGA Claims” for
12 the “PAGA Period,” as set forth in the Agreement.

13 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth below:

14 (a) The Aggrieved Employees are defined as all individuals who worked for
15 Defendants Clean Earth Environmental Solutions Inc., Clean Earth Inc., Enviri Corporation, or
16 Harsco Corporation in California as non-exempt employees during the period between June 9, 2021
17 and February 9, 2024 (“PAGA Period”).

18 (b) The Released PAGA Claims are defined as any and all claims for civil
19 penalties under PAGA based on the labor code Violations of 201, 201.3, 202, 203, 204, 210, 218.5,
20 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174, 1174.5, 1194,
21 1197, 1197.1, 1197.14, 1198, 1199, 1720 et seq., 2800, 2802, 2804 and IWC Wage Orders which
22 were alleged in the PAGA Notices and subsequently pled in the operative and/or any amended
23 complaints Plaintiffs will file pursuant to this Settlement, as well as all facts, theories, or claims for
24 civil penalties that would be considered administratively exhausted under applicable law by the
25 PAGA Notices Plaintiffs sent to the LWDA. The Released PAGA Claims expressly exclude all
26 other claims, including claims for vested benefits, unemployment insurance, disability, social
27 security, workers’ compensation, and PAGA claims outside of the PAGA Period.

1 9. This Court hereby grants final approval and awards the following: (i) Five Hundred
2 Thousand Dollars and Zero Cents (\$500,000.00) to Class Counsel, comprised of Class Counsel
3 Attorneys' Fees of one-third of the Gross Settlement Amount, which is equal to Four Hundred Fifty
4 Thousand Dollars and Zero Cents (\$450,000.00) and Litigation Expenses in the amount of Fifty
5 Thousand Dollars and Zero Cents (\$50,000.00); (ii) the Class Representative Service Payments to
6 the Class Representatives in the following amounts: Ten Thousand Dollars and Zero Cents
7 (\$10,000.00) each to Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo
8 Montano, and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) to Plaintiff Dorick Maheia;
9 (iii) Settlement Administration Expenses of Thirteen Thousand Five Hundred Dollars and Zero
10 Cents (\$13,500.00) to Apex Class Action, LLC; (iv) Sixty Thousand Dollars and Zero Cents
11 (\$60,000.00) (75% of the PAGA Payment) to the Labor and Workforce Development Agency
12 ("LWDA PAGA Payment"); and (v) Twenty Thousand Dollars and Zero Cents (\$20,000.00) (25%
13 of the PAGA Payment) to the Aggrieved Employees.

14 10. Plaintiffs shall give written notice of this Judgment to all interested parties, including
15 the Labor and Workforce Development Agency within ten (10) days after entry of the Judgment or
16 order pursuant to California Labor Code section 2699(1)(3).

17 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
18 **ORDERED.**

19
20 DATED: _____
21

22
23 _____
24 Hon. Stuart M. Rice
25 Judge, Superior Court for the State of California,
26 County of Los Angeles
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