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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

**AMENDED ~~PROPOSED~~ ORDER
GRANTING FINAL APPROVAL**

Date: March 26, 2025
Time: 10:30 a.m.

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

FILED

Superior Court of California
County of Los Angeles

04/08/2025

David W. Slayton, Executive Officer/Clerk of Court

By: _____ A. He _____ Deputy

Electronically Received 04/08/2025 01:46 PM

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 Costs Payment and Class Representative Service
4 Payments duly came on for hearing on March 26, 2025, before the above-entitled Court. The JCL
5 Law Firm, APC, and Zakay Law Group, APLC, appeared on behalf of Plaintiffs DORICK
6 MAHEIA, DARRELL WHITE, ARTURO MONTANO, TYANA RAINEY, and OMAR
7 HERNANDEZ (“Plaintiffs”). Nixon Peabody, LLP appeared on behalf of Defendants Clean Earth
8 Environmental Solutions Inc., Clean Earth Inc., Enviri Corporation and Harsco Corporation
9 (collectively “Defendants”).

10 **I.**

11 **FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the
13 motion, the Court makes the following findings:

14 1. All terms used herein shall have the same meaning as defined in the
15 Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation pending
17 in the California Superior Court for the County of Los Angeles (“Court”), Case No. 22STCV24279,
18 entitled *Dorick Maheia, et al. v. Clean Earth Environmental Solutions Inc., et al.*, and over all Parties
19 to this litigation, including the Class.

20 **Preliminary Approval of the Settlement**

21 3. On June 5, 2024, the Court granted preliminary approval of a class-wide
22 settlement. At the same time, the Court approved certification of a provisional settlement class for
23 settlement purposes only. The Court confirms this Order and finally approves the settlement and
24 the certification of the Class.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was
27 mailed by first class U.S. Mail to the Class Members at their last known addresses on July 11, 2024.
28 Mailing of the Notice Packet to the Class Members’ last known addresses was the best notice

1 practicable under the circumstances and was reasonably calculated to communicate actual notice of
2 the litigation and the proposed settlement to the members of the Class Members. The Court finds
3 that the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule
4 3.769.

5 5. The Response Deadline for opting out or objecting was August 26, 2024.
6 There was an adequate interval between notice and deadline to permit Class Members to choose
7 what to do and act on their decision. No Class Members objected. No Class Members requested
8 exclusion.

9 **Fairness Of The Settlement**

10 The Agreement provides for a Gross Settlement Amount of One Million Three Hundred Fifty
11 Thousand Dollars and Zero Cents (\$1,350,000.00) with an escalator clause that increases the Gross
12 Settlement Amount if triggered. The escalator clause was triggered, resulting in an ultimate Gross
13 Settlement Amount of One Million Three Hundred Seventy-One Thousand Three Hundred Fifty-
14 Two Dollars and Fifty Cents (\$1,371,352.50) The Agreement is entitled to a presumption of fairness.
15 (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

16 a. The settlement was reached through arms-length bargaining
17 between the parties. There is no evidence of any collusion between the parties in reaching the
18 proposed settlement.

19 b. The Parties' investigation and discovery have been sufficient to
20 allow the Court and counsel to act intelligently.

21 c. Counsel for all Parties are experienced in similar employment class
22 action litigation and have previously settled similar class claims on behalf of employees claiming
23 compensation. All counsel recommended approval of the Settlement.

24 d. No objections were received. No requests for exclusion were
25 received.

26 e. The participation rate is high. 100% of Class Members will be
27 participating in the Settlement and will be sent settlement payments.

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1 6. The consideration to be given to the Class Members under the terms of the
2 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
3 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
4 Released Class Claims, given the uncertainties and risks of the litigation and the delays which would
5 ensue from continued prosecution of the Action.

6 7. The Agreement is finally approved as fair, adequate, and reasonable and in
7 the best interests of the Settlement Class Members.

8 **PAGA Payment**

9 8. The Agreement provides for a payment of PAGA Payment in the amount of
10 Eighty Thousand Dollars and Zero Cents (\$80,000.00). The Court has reviewed the PAGA Payment
11 and finds and determines that the PAGA Payment and the allocation of Sixty Thousand Dollars and
12 Zero Cents (\$60,000.00) to the LWDA and Thousand Dollars and Zero Cents (\$20,000.00) to the
13 Aggrieved Employees is fair and reasonable and complies with the requirements set forth in *Moniz*
14 *v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56.

15 **Class Counsel Attorneys' Fees and Litigation Expenses Payment**

16 9. The Agreement provides for a Class Counsel Attorneys' Fees of not more
17 than one-third of the Gross Settlement Amount and Litigation Expenses of up to Fifty Thousand
18 Dollars and Zero Cents (\$50,000.00). The Gross Settlement Amount, taking into account the
19 escalator clause, is One Million Three Hundred Seventy-One Thousand Three Hundred Fifty-Two
20 Dollars and Fifty Cents (\$1,371,352.50), one-third of which is Four Hundred Fifty-Seven Thousand
21 One Hundred Seventeen Dollars and Fifty Cents (\$457,117.50). Litigation Expenses are Twenty
22 Four Thousand Seven Hundred Forty-Three Dollars and Nine Cents (\$24,743.09).

23 10. Class Counsel Attorneys' Fees of Four Hundred Fifty-Seven Thousand One
24 Hundred Seventeen Dollars and Fifty Cents (\$457,117.50), and reimbursement of Litigation
25 Expenses of Twenty Four Thousand Seven Hundred Forty-Three Dollars and Nine Cents
26 (\$24,743.09) are reasonable in light of the contingent nature of Class Counsel's fee, the hours worked
27 by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award
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1 represents one-third (1/3) of the Gross Settlement Amount, which is reasonable and at the low end
2 of the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

3 **Class Representative Service Payment**

4 11. The Agreement provides for Class Representative Service Payments of up to
5 Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiffs Darrell White, Omar Hernandez,
6 Tyana Rainey, and Arturo Montano, and up to Fifteen Thousand Dollars and Zero Cents (\$15,000)
7 to Plaintiff Dorick Maheia. The Court finds that payments of Seven Thousand Five Hundred Dollars
8 and Zero Cents (\$7,500) to each Plaintiff, totaling Thirty Seven Thousand Five Hundred Dollars
9 and Zero Cents (\$37,500.00), is reasonable in light of the risks and burdens undertaken by the
10 Plaintiffs in this class action litigation.

11 **Settlement Administration Expenses Payment**

12 12. The Agreement provides for Settlement Administration Expenses Payment
13 to be paid in an amount not to exceed Thirteen Thousand Five Hundred Dollars and Zero Cents
14 (\$13,500.00). The Declaration of the Settlement Administrator provides that the comprehensive
15 fees and costs for administering this Settlement, covering both incurred and anticipated expenses,
16 amounts to Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00). The amount of
17 this payment is reasonable in light of the work performed by the Settlement Administrator.

18 **Net Settlement Amount**

19 13. The Gross Settlement Amount, taking into account the escalator clause, is
20 One Million Three Hundred Seventy-One Thousand Three Hundred Fifty-Two Dollars and Fifty
21 Cents (\$1,371,352.50). After deducting Class Counsel Attorneys' Fees of Four Hundred Fifty-
22 Seven Thousand One Hundred Seventeen Dollars and Fifty Cents (\$457,117.50), Class Counsel
23 Litigation Expenses of Twenty Four Thousand Seven Hundred Forty-Three Dollars and Nine Cents
24 (\$24,743.09), Class Representative Service Payments totaling Thirty Seven Thousand Five Hundred
25 Dollars and Zero Cents (\$37,500.00) (Seven Thousand Five Hundred Dollars and Zero Cents
26 [\$7,500.00] to each of the five Plaintiffs), Eighty Thousand Dollars and Zero Cents (\$80,000.00) in
27 PAGA Penalties, and Thirteen Thousand Five Hundred Dollars and Zero Cents (\$13,500.00) for
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1 Settlement Administration Expenses, the Net Settlement Amount is Seven Hundred Fifty-Eight
2 Thousand Four Hundred Ninety-One Dollars and Ninety-One Cents (\$758,491.91).

3 **II.**

4 **ORDERS**

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 1. The Class is certified for the purposes of settlement only. The Settlement
7 Class is hereby defined to include:

8 All individuals who worked for Defendants Clean Earth Environmental Solutions
9 Inc., Clean Earth Inc., Enviri Corporation, or Harsco Corporation in California as
10 non-exempt employees during the period between November 28, 2020, to February
11 9, 2024.

12 2. There are 622 members of the Class. Every person in the Class who did not
13 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs
14 to the Settlement.

15 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
16 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
17 this Order and the terms of the Agreement.

18 4. Defendants shall fund the Gross Settlement Amount no later than thirty (30)
19 days after the Effective Date. In exchange the Settlement Class Members shall release Defendants
20 from the “Released Class Claims” and the “Aggrieved Employees” shall release the “Released
21 PAGA Claims.”

22 5. The Released Class Claims are defined as any and all claims, liabilities,
23 demands, obligations, penalties (except for PAGA penalties), costs, expenses, attorney’s fees,
24 damages, action or causes of action that are alleged, or that reasonably could have been alleged
25 based on the facts alleged in the Actions, including claims for: (a) failure to pay regular and
26 minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage
27 statements; (d) failure to pay final wages upon separation of employment; (e) failure to provide
28 timely, duty-free meal periods and/or pay required meal period premiums; (f) failure to provide

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

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

3 b. The term "Aggrieved Employees" is hereby defined to include all
4 individuals who worked for Defendants Clean Earth Environmental Solutions Inc., Clean Earth
5 Inc., Enviri Corporation, or Harsco Corporation in California as non-exempt employees during
6 the period between June 9, 2021 and February 9, 2024.

7 6. Class Counsel are awarded a Class Counsel Attorneys' Fees and Litigation
8 Expenses Payment in the amount of Four Hundred Eighty One Thousand Eight Hundred Sixty
9 Dollars and Fifty Nine Cents (\$481,860.59) comprised of attorneys' fees in the amount of Four
10 Hundred Fifty Seven Thousand One Hundred Seventeen Dollars and Fifty Cents (\$457,117.50) and
11 reimbursement of costs and expenses in the amount of Twenty-Four Thousand Seven Hundred Forty
12 Three Dollars and Nine Cents (\$24,743.09). Class Counsel shall not seek or obtain any other
13 compensation or reimbursement from Defendants, Plaintiffs, or members of the Class.

14 7. The payments of the Class Representative Service Payments are reduced to
15 Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to each Plaintiff: Darrell White,
16 Omar Hernandez, Tyana Rainey, Arturo Montano, Dorick Maheia, and are approved.

17 8. The payment of Thirteen Thousand Five Hundred Dollars and Zero Cents
18 (\$13,500.00) to the Settlement Administrator for the Administration Expenses Payment is
19 approved.

20 9. The PAGA Payment of Eighty Thousand Dollars and Zero Cents
21 (\$80,000.00) is hereby approved as fair, reasonable, adequate, and adequately protects the interests
22 of the public and the LWDA. Further, the Court finds that Plaintiffs and Class Counsel negotiated
23 the PAGA Payment at arms-length, absent of any fraud or collusion.

24 10. The Court further finds and determines that Class Counsel satisfied
25 California Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of
26 claims arising under the Private Attorney General Act ("PAGA") on May 29, 2024.

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1 11. The Court orders Class Counsel to comply with California Labor Code §
2 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
3 entry of this Order.

4 12. The Agreement is not an admission by Defendants, nor is this Final Approval
5 Order nor the Final Judgment (as that term is defined, below) a finding of the validity of any claims
6 in the Action or of any wrongdoing by Defendants. Neither this Final Approval Order, the Final
7 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
8 Settlement is, may be construed as, or may be used as an admission by or against Defendants of any
9 fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Agreement, and
10 any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to
11 be evidence of, an admission or concession with regard to the denials or defenses by Defendants
12 and shall not be offered in evidence in any action or proceeding against Defendants in any court,
13 administrative agency or other tribunal for any purpose as an admission whatsoever other than to
14 enforce the provisions of this Final Approval Order, the Final Judgment, the Settlement, or any
15 related agreement or release. Notwithstanding these restrictions, any of the Parties may file in the
16 Action or in any other proceeding this Final Approval Order, the Final Judgment, the Agreement,
17 or any other papers and records on file in the Action as evidence of the Settlement to support a
18 defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or
19 similar defense as to the claims being released by the Settlement.

20 13. Notice of entry of this Final Approval Order shall be given to Class Counsel
21 on behalf of Plaintiffs and all Class Members. It shall not be necessary to send notice of entry of
22 this Final Approval Order to individual Class Members and the Final Approval Order shall be posted
23 on Settlement Administrator's website as indicated in the Notice Packet.

24 14. Concurrently with the Motion, Plaintiffs submitted a [Proposed] Judgment,
25 which shall incorporate, as necessary, the relevant provisions of this Final Approval Order, and shall
26 be entered by the Court.

27 15. The Final Judgment shall bind each Settlement Class Member.

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1 16. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
2 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
3 ("PAGA").

4 17. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
5 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
6 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

8 18. If the Settlement does not become final and effective in accordance with the
9 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
10 Defendants consistent with the terms of the Settlement, then this Final Approval Order, the Final
11 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall
12 be vacated.

13 19. The Court orders class counsel to file a final report summarizing all
14 distributions made pursuant to the approved settlement, supported by declaration.

15 20. The Court sets a Non-Appeal Case Review for March 30, 2026.

16 **IT IS SO ORDERED.**

17
18 DATED: April 8, 2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Hon. Stuart M. Rice
JUDGE OF THE SUPERIOR COURT