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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

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL**

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 Costs Payment and Class Representative Service  
4 Payments duly came on for hearing on October 7, 2024, 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). The Agreement is entitled to a presumption of  
12 fairness. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801.)

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

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

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

21                 d.         No objections were received. No requests for exclusion were  
22 received.

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

25                 6.         The consideration to be given to the Class Members under the terms of the  
26 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
27 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
28

Released Class Claims, given the uncertainties and risks of the litigation and the delays which would ensue from continued prosecution of the Action.

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

**PAGA Payment**

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

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

9. The Agreement provides for a Class Counsel Attorneys' Fees of not more than one-third of the Gross Settlement Amount and Litigation Expenses of up to \$500,000.00. The Gross Settlement Amount is \$1,350,000, one-third of which is \$450,000.00. Litigation Expenses are \$50,000.00.

10. Class Counsel Attorneys' Fees of \$450,000.00, and reimbursement of Litigation Expenses of \$50,000.00 are reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award represents one-third (1/3) of the Gross Settlement Amount, which is reasonable and at the low end of the range for fee awards in common fund cases and is supported by Class Counsel's lodestar.

**Class Representative Service Payment**

11. The Agreement provides for Class Representative Service Payments of up to \$10,000.00 for Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano, and up to \$15,000 to Plaintiff Dorick Maheia. The Court finds that these amounts are reasonable in light of the risks and burdens undertaken by the Plaintiffs in this class action litigation.

**Settlement Administration Expenses Payment**

12. The Agreement provides for Settlement Administration Expenses Payment

1 to be paid in an amount not to exceed \$13,500.00. The Declaration of the Settlement Administrator  
2 provides that the comprehensive fees and costs for administering this Settlement, covering both  
3 incurred and anticipated expenses, amounts to \$13,500.00. The amount of this payment is  
4 reasonable in light of the work performed by the Settlement Administrator.

5 **II.**

6 **ORDERS**

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

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

10 All individuals who worked for Defendants Clean Earth Environmental Solutions  
11 Inc., Clean Earth Inc., Enviri Corporation, or Harsco Corporation in California as  
12 non-exempt employees during the period between November 28, 2020, to February  
13 9, 2024.

14 2. There are 611 members of the Class. Every person in the Class who did not  
15 opt out is a Settlement Class Member. After providing Notice to the Class, there are zero opt-outs  
16 to the Settlement.

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

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

24 5. The Released Class Claims are defined as any and all claims, liabilities,  
25 demands, obligations, penalties (except for PAGA penalties), costs, expenses, attorney’s fees,  
26 damages, action or causes of action that are alleged, or that reasonably could have been alleged  
27 based on the facts alleged in the Actions, including claims for: (a) failure to pay regular and  
28 minimum wages; (b) failure to pay overtime wages; (c) failure to provide accurate itemized wage

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

22                   a.       The Released PAGA Claims are defined as any and all claims for  
23 civil penalties under PAGA based on the labor code Violations of 201, 201.3, 202, 203, 204, 210,  
24 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 551, 552, 558, 1174,  
25 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1199, 1720 et seq., 2800, 2802, 2804 and IWC Wage  
26 Orders which were alleged in the PAGA Notices and subsequently pled in the operative and/or  
27 any amended complaints Plaintiffs will file pursuant to this Settlement, as well as all facts,  
28 theories, or claims for civil penalties that would be considered administratively exhausted under

1 applicable law by the PAGA Notices Plaintiffs sent to the LWDA. The Released PAGA Claims  
2 expressly exclude all other claims, including claims for vested benefits, unemployment insurance,  
3 disability, social security, workers' compensation, and PAGA claims outside of the PAGA Period.

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

8 6. Class Counsel are awarded a Class Counsel Attorneys' Fees and Litigation  
9 Expenses Payment in the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00)  
10 comprised of attorneys' fees in the amount of Four Hundred Fifty Thousand Dollars and Zero Cents  
11 (\$450,000.00) and reimbursement of costs and expenses in the amount of Fifty Thousand Dollars  
12 and Zero Cents (\$50,000.00). Class Counsel shall not seek or obtain any other compensation or  
13 reimbursement from Defendants, Plaintiffs, or members of the Class.

14 7. The payments of the Class Representative Service Payments of \$10,000.00  
15 for Plaintiffs Darrell White, Omar Hernandez, Tyana Rainey, and Arturo Montano, and \$15,000 to  
16 Plaintiff Dorick Maheia are approved.

17 8. The payment of \$13,500.00 to the Settlement Administrator for the  
18 Administration Expenses Payment is approved.

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

23 10. The Court further finds and determines that Class Counsel satisfied  
24 California Labor Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of  
25 claims arising under the Private Attorney General Act ("PAGA") on May 29, 2024.

26 11. The Court orders Class Counsel to comply with California Labor Code §  
27 2699(1)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's  
28 entry of this Order.

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

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

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

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

25           16.     Final Judgment shall also bind Plaintiff, acting on behalf of the State of  
26 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act  
27 ("PAGA").  
28

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

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

10 **IT IS SO ORDERED.**

11  
12 DATED: \_\_\_\_\_

\_\_\_\_\_  
Hon. Stuart M. Rice  
JUDGE OF THE SUPERIOR COURT