

FILED

Superior Court of California,
County of Kern

By: Sydney Cardenas
Deputy Clerk

04/13/2026

1 **BIBIYAN LAW GROUP, P.C.**

2 David D. Bibiyan (SBN 287811)

3 *david@tomorrowlaw.com*

4 Vedang J. Patel (SBN 328647)

5 *vedang@tomorrowlaw.com*

6 Megan R. Lazar (SBN 343366)

7 *megan@tomorrowlaw.com*

8 1460 Westwood Boulevard

9 Los Angeles, California 90024

10 Tel: (310) 438-5555; Fax: (310) 300-1705

11 Attorneys for Plaintiff, ALEJANDRO HERNANDEZ,
12 on behalf of herself and all others similarly situated
13 and aggrieved

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF KERN**

16 ALEJANDRO HERNANDEZ, an individual
17 and on behalf of all others similarly situated,

18 Plaintiff,

19 v.

20 M.P. ENVIRONMENTAL SERVICES, INC.,
21 a California corporation; and DOES 1 through
22 100, inclusive,

23 Defendants.

CASE NO: BCV-23-100247 (consolidated with
BCV-23-101009)

[Assigned for all purposes to the Hon. T. Mark
Smith in Dept T-2]

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT AND CERTIFYING
CLASS FOR SETTLEMENT PURPOSES
ONLY**

1 This Court, having considered the Motion of plaintiff Alejandro Hernandez (“Plaintiff”) for
2 Preliminary Approval of Class and Representative Action Settlement and Provisional Class
3 Certification for Settlement Purposes Only (“Motion for Preliminary Approval”), the Declarations
4 of Megan R. Lazar, David D. Bibiyan, Sean Hartranft, and Alejandro Hernandez, the Class and
5 PAGA Action Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”), the
6 proposed Notice of Proposed Class Action Settlement and Date for Final Approval Hearing (“Class
7 Notice”), and other documents submitted in support of the Motion for Preliminary Approval, hereby

8 **ORDERS, ADJUDGES AND DECREES THAT:**

9 1. The definitions set out in the Settlement Agreement are incorporated by reference
10 into this Order; all terms defined therein shall have the same meaning in this Order.

11 2. The Court certifies the following settlement class (“Settlement Class,” “Settlement
12 Class Members,” “Class Members”) for the purpose of settlement only: all persons employed by
13 M.P. Environmental Services, Inc. (“Defendant”) in California and classified as non-exempt,
14 hourly-paid employees who worked for Defendant during the period from January 25, 2019, through
15 July 2, 2025 (“Class Period”).

16 3. The Court preliminarily appoints the named plaintiff Alejandro Hernandez
17 (“Plaintiff”) as Class Representative, and David D. Bibiyan and Vedang J. Patel of Bibiyan Law
18 Group, P.C., as Class Counsel.

19 4. The Court preliminarily approves the proposed class settlement upon the terms and
20 conditions set forth in the Settlement Agreement. The Court finds, on a preliminary basis, that the
21 settlement appears to be within the range of reasonableness of settlement that could ultimately be
22 given final approval by the Court. It appears to the Court on a preliminary basis that the settlement
23 amount is fair, adequate, and reasonable as to all potential class members when balanced against the
24 probable outcome of further litigation relating to liability and damages issues. It further appears that
25 extensive and costly investigation and research has been conducted such that counsel for the parties
26 at this time are reasonably able to evaluate their respective positions. It further appears to the Court
27 that the settlement at this time will avoid substantial additional costs to all parties, as well as the
28 delay and risks that would be presented by the further prosecution of the Action. It further appears

1 that the settlement has been reached as the result of intensive, non-collusive and arms-length
2 negotiations utilizing an experienced third-party neutral.

3 5. The Court approves, as to form and content, the Class Notice that has been submitted
4 herewith.

5 6. The Court directs the mailing of the Class Notice by first-class regular U.S. mail to
6 the Class Members in accordance with the procedures set forth in the Settlement Agreement. The
7 Court finds that dissemination of the Class Notice set forth in the Settlement Agreement complies
8 with the requirements of law and appears to be the best notice practicable under the circumstances.

9 7. The Court hereby preliminarily approves the definition and disposition of the Gross
10 Settlement Amount of \$655,000.00, which is inclusive of: attorneys' fees of up to thirty-five percent
11 (35%) of the Gross Settlement Amount, which, if not escalated pursuant to the Agreement, amounts
12 to \$229,250.00, in addition to actual costs incurred of up to \$30,000.00; service award of up to
13 \$7,500.00 to Plaintiff; costs of settlement administration of no more than \$6,490.00 and Private
14 Attorneys General Act of 2004 ("PAGA") penalties in the amount of \$65,500.00, of which
15 \$49,125.00 (75%) will be paid to the Labor and Workforce Development Agency ("LWDA") and
16 \$16,375.00 (25%) to "Aggrieved Employees," defined as all persons employed by Defendant in
17 California and classified as non-exempt, hourly-paid employees who worked for Defendant during
18 the period from January 24, 2022 through the end of the Class Period ("PAGA Period").

19 8. The Gross Settlement Amount expressly excludes Employer's Share of Payroll
20 Taxes, which will be paid separately and apart by Defendant on the wages portion of the Gross
21 Settlement Amount.

22 9. Class Member's "Workweek" shall mean any week during which a Class Member
23 worked for Defendant, for at least one day during the Class Period, based on hire dates, re-hire dates
24 (as applicable), and termination dates (as applicable).

25 10. Based on its records, Defendant estimates that there are no more than 21,477
26 Workweeks worked during the Class Period. In the event the number of Workweeks during the
27 Class Period increases by more than 10%, or an additional 2,147 Workweeks, then either (1) the
28 Gross Settlement Amount shall be increased proportionally by the number of Workweeks in excess

1 of 23,624 multiplied by the Workweek Value; or (2) at Defendant’s election, the Class Period shall
2 end on the date the number of workweeks reaches 23,624. For purposes of this paragraph,
3 the Workweek Value shall be calculated by dividing the Gross Settlement Amount by 21,477
4 Workweeks. The Parties agree that the Workweek Value amounts to \$30.50 per Workweek
5 (\$655,000.00 / 21,477 Workweeks). Thus, for example, in the event Defendant elects option (1)
6 stated above, and should there be 24,000 Workweeks in the Class Period, then the GSA shall be
7 increased by \$11,468 (24,000 Workweeks – 23,624 Workweeks x \$30.50/Workweek). Defendant
8 shall make its election no later than 7 business days after receiving sufficient information from the
9 Administrator that the number of Workweeks has increased by more than 10%. Should Defendant
10 fail to make its election within that timeframe, option (1) shall be presumed selected.

11 11. The Court deems Apex Class Action Administration (“Apex” or “Settlement
12 Administrator”), the settlement administrator, and preliminarily approves payment of administrative
13 costs, not to exceed \$6,490.00 out of the Gross Settlement Amount for services to be rendered by
14 Phoenix on behalf of the class.

15 12. Not later than fourteen (14) days after full execution of the Settlement Agreement,
16 Defendant will deliver the Class Data to the Administrator in the form of a Microsoft Excel
17 spreadsheet. “Class Data” means Class Member’s identifying information in Defendant’s custody,
18 possession, or control, including the Class Member’s (1) name; (2) last-known address(es); (3) last
19 known telephone number(s); (4) last known Social Security Number(s); and (5) the dates of
20 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s)).

21 13. To protect Class Members’ privacy rights, the Administrator must maintain the Class
22 Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose,
23 and restrict access to the Class Data to Administrator’s employees who need access to the Class
24 Data to effect and perform under this Agreement.

25 14. Before mailing Class Notices, the Administrator shall update Class Members’ addresses
26 using the National Change of Address database.

27 15. Using best efforts to perform as soon as possible, and in no event later than fourteen
28 (14) days after Preliminary Approval, the Administrator will send to all Class Members identified

1 in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, with
2 Spanish translation, substantially in the form attached to this Agreement as Exhibit “A.”

3 16. “Response Deadline” means forty-five (45) days after the Administrator mails Notice
4 to Class Members and Aggrieved Employees and shall be the last date on which Class Members
5 may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the
6 Settlement. Class Members to whom Notice Packets are resent after having been returned
7 undeliverable to the Administrator shall have an additional fifteen (15) days beyond the Response
8 Deadline has expired.

9 17. Before the date by which Plaintiff is required to file the Motion for Final Approval
10 of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed
11 declaration suitable for filing in Court attesting to its due diligence and compliance with all of its
12 obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class
13 Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members,
14 the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the
15 number of written objections and attach the Exclusion List.

16 18. Class Members who wish to exclude themselves (opt-out of) the Class Settlement
17 must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days
18 after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose
19 Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her
20 representative that reasonably communicates the Class Member’s election to be excluded from the
21 Settlement and includes the Class Member’s name, address, and email address or telephone number.
22 To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

23 19. Every Class Member who does not submit a timely and valid Request for Exclusion
24 is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and
25 bound by all terms and conditions of the Settlement, including the Participating Class Members’
26 Releases under the Agreement, regardless of whether the Participating Class Member actually
27 receives the Class Notice or objects to the Settlement.

28 20. Only Participating Class Members may object to the class action components of the

1 Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or
2 amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment
3 and/or Class Representative Service Payment. Participating Class Members may send written
4 objections to the Administrator by mail. In the alternative, Participating Class Members may appear
5 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
6 Hearing. A Participating Class Member who elects to send a written objection to the Administrator
7 must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an
8 additional 15 days for Class Members whose Class Notice was re-mailed).

9 21. If a Settlement Class Member submits an Objection and a Request for Exclusion, the
10 Request for Exclusion will control, and the Objection will be disregarded.

11 22. Each Class Member shall have 45 days after the Administrator mails the Class Notice
12 (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the
13 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the
14 Class Notice. The Class Member may challenge the allocation by communicating with the
15 Administrator via mail.

16 23. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts
17 necessary to fully pay Defendant's share of payroll taxes, by transmitting the funds to the
18 Administrator no later than thirty (30) days after the Effective Date.

19 24. Payments from the Gross Settlement Amount. Within seven (7) days after Defendant
20 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
21 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
22 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
23 Payment and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
24 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
25 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
26 Payments.

27 25. For any Class Member whose Individual Class Payment check or Individual PAGA
28 Payment check is uncashed and cancelled after the void date (i.e., 180 days after the date of mailing)

1 the Administrator shall transmit the funds represented by such checks to the cy pres recipient,
2 Greater Bakersfield Legal Assistance, for use in Kern County.

3 26. All papers filed in support of final approval, including supporting documents for
4 attorneys' fees and costs, shall be filed by August 31, 2026.

5 27. A Final Approval Hearing shall be held with the Court on September 23, 2026
6 at 8:30 a.m in Department T-2 of the above-entitled Court to determine: (1) whether the
7 proposed settlement is fair, reasonable and adequate, and should be finally approved by the Court;
8 (2) the amount of attorneys' fees and costs to be awarded to Class Counsel; (3) the amount of service
9 award to the Class Representative; (4) the amount to be paid to the Settlement Administrator; and
10 (5) the amount to be apportioned to PAGA and/or paid to the LWDA and Aggrieved Employees.

11

12 **IT IS SO ORDERED.**

13

14 Dated: April 13, 2026



Judge of the Superior Court
T. Mark Smith
Judicial Officer

15

16

17

18

19

20

21

22

23

24

25

26

27

28

EXHIBIT A

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND DATE
FOR FINAL APPROVAL HEARING**

Alejandro Hernandez v. MP Environmental Services Inc., et al.
(County of Kern, California Superior Court Case No. BCV-23-100247)

As a current or former non-exempt, hourly-paid California employee of MP Environmental Services Inc. you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action Settlement because the records of defendant MP Environmental Services Inc. (“Defendant”), show that you are a “Class Member” and, therefore, entitled to a payment from this class action settlement. Class Members are all persons employed by Defendant in California and classified as non-exempt, hourly-paid employees who worked for Defendant during the period from January 25, 2019, through July 2, 2025 (“Class Period”).

- The settlement is to resolve a class action lawsuit, *Alejandro Hernandez v. MP Environmental Services Inc., et al.*, pending in the Superior Court of California for the County of Kern, Case Number BCV-23-100247 (the “Lawsuit”), alleging causes of action against Defendant for: failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; and unfair competition. Plaintiff also seeks civil penalties under the California Labor Code Private Attorney’s General Act of 2004 (“PAGA”) for violations of Labor Code.
- On [REDACTED], the Kern County Superior Court granted preliminary approval of this class action settlement and ordered that all Class Members be notified of the Settlement. The Court has not made any determination of the validity of the claims in the Lawsuit or which side should win or lose the lawsuit. Defendant vigorously denies the claims in the Lawsuit and contends that it fully complied with all applicable laws.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the Settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuit. If you worked at any time during the period from January 24, 2022 through the end of the Class Period. ("PAGA Period") as a non- exempt, hourly-paid employee of Defendant, as well, then you will be deemed a “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the Released

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	PAGA Claims, defined below, (your “Individual PAGA Payment”) even if you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Apex Class Action Administration (“Apex”), about why you object to the settlement, and they will forward your concerns to counsel which will then be provided to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. You or your attorney may also address the Court during the Final Approval Hearing scheduled for [REDACTED] in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308.

The Final Approval Hearing on the adequacy, reasonableness and fairness of the Settlement will be held at [REDACTED], in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308. You are not required to attend the Hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendant’s records show that you currently work, or previously worked, for Defendant, as an hourly-paid, non-exempt employee in the State of California at some point during the Class Period. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments described in this Notice. This Notice explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them and how to get them.

What is This Case About?

Alejandro Hernandez was hourly-paid, non-exempt employee of Defendant. He is the “Plaintiff” in this case and is suing on behalf of himself and Class Members for Defendant’s alleged failure to pay overtime wages; failure to pay minimum wages; failure to provide meal periods; failure to provide rest periods; waiting time penalties; wage statement violations; failure to timely pay wages; and unfair competition.

Based on the alleged Labor Code violations above-mentioned and other alleged Labor Code violations, Plaintiff also seek penalties under California Labor Code Private Attorneys General Act (“PAGA”).

Defendant denies all the allegations made by Plaintiff and denies that it violated any law. The Court has made no ruling on the merits of Plaintiff’s claims. The Court has only preliminarily approved this class action settlement. The Court will decide whether to give final approval to this settlement at the Final Approval Hearing.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Summary of the Settlement Terms

Plaintiff and Defendant have agreed to settle this case on behalf of themselves and Class Members and Aggrieved Employees for the Gross Settlement Amount of \$655,000.00, unless increased pursuant to the Settlement Agreement. The Gross Settlement includes (1) Administration Costs up to \$6,490.00; (2) a service award to Plaintiff in the amount of \$7,500.00, for his time and effort in pursuing this case; (3) up to 35% of the Gross Settlement Amount in attorneys' fees which, unless increased pursuant to the Settlement Agreement, amounts to \$229,250.00; (4) up to \$30,000.00 in litigation costs to Class Counsel, according to proof; and (5) payment allocated to PAGA penalties in the amount of \$65,500.00, seventy-five percent (75%) or \$49,125.00, will be paid to the LWDA and twenty-five percent (25%), or \$16,375.00, will be distributed to Aggrieved Employees. After deducting these sums, a total of approximately not less than \$ [REDACTED] will be available for distribution to Class Members ("Net Settlement Amount").

Defendant represents that there are no more than 21,477 Workweeks worked during the Class Period. In the event the number of Workweeks worked during the Class Period increases by more than 10%, or an additional 2,147 Workweeks, then either (1) the GFV shall be increased proportionally by the Workweeks worked in excess of 23,624 multiplied by the Workweek Value; or (2) at Defendant's election, the Class Period shall end on the date the number of workweeks reaches 23,624. For purposes of this paragraph, the Workweek Value shall be calculated by dividing the GSA by 21,477. The Parties agree that the Workweek Value equals \$30.50 per Workweek (\$655,000 / 21,477 Workweeks). Thus, for example, in the event Defendant elects option (1) stated above, and should there be 24,000 Workweeks in the Class Period, then the GSA shall be increased by \$11,468 (24,000 Workweeks – 23,624 Workweeks x \$30.50/Workweek). Defendant shall make its election no later than 7 business days after receiving sufficient information from the Administrator that the number of Workweeks has increased by more than 10%. Should Defendant fail to make its election within that timeframe, option (1) shall be presumed selected.

Distribution to Class Members

Class Members who do not opt out will receive a *pro rata* payment of the Net Settlement Amount based on the number of weeks worked by Participating Class Members in hourly-paid, non-exempt positions for Defendant in California during the Class Period ("Eligible Workweeks"). Specifically, Class Members' payments will be calculated by dividing the Net Settlement Amount by the total number of Eligible Workweeks worked by all Participating Class Members during the Class Period, multiplied by the number of Eligible Workweeks attributed to the Class Member. Otherwise stated, the formula for a Class Member is: (Net Settlement Amount ÷ total Settlement Class Eligible Workweeks) × Individual's Eligible Workweeks. In addition, Class Members who worked during the PAGA Period (*i.e.*, Aggrieved Employees) will receive a *pro rata* share of the \$16,375.00 allocated to Aggrieved Employee as PAGA penalties, whether or not they opt out, based on the number of workweeks worked by each Aggrieved Employee during the PAGA Period.

Defendant's records indicate that you worked [Eligible Workweeks] Workweeks as a non-exempt, hourly-paid employee in California during the Class Period and [Eligible Pay Periods] Pay Periods during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [Response Deadline]. Please include any documentation you have that you contend supports your dispute. You should send copies rather than originals because the documents will not be returned to you.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on IRS Form 1099. 20% of each Settlement Payment to Class Members who do not opt out will be allocated as wages and reported on an IRS Form W-2, and 80% will be allocated as penalties and interest reported on IRS Form 1099. This notice is not intended to provide legal or tax advice on your Settlement Share.

Your check will be valid for 180 days after issuance. After 180 days, uncashed checks will be cancelled and the funds associated will be transmitted to the cy pres recipient, Greater Bakersfield Legal Assistance, for use in Kern County.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your Individual Settlement Payment (*i.e.*, your share of the Net Settlement Amount) because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the entire release in the settlement and receive your Individual Settlement Payment, as well as your Individual PAGA Payment if you are also an Aggrieved Employee. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment(s) set forth above.**

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all “Released Claims” he or she may have or had upon final approval of this Settlement and payment by Defendant to the Settlement Administrator.

Effective upon entry of Judgment, the Order granting Final Approval of this Settlement, and on the date when Defendant fully funds the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the complaint filed in the Class Action, including, but not limited to any claims for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226, 558, 1194, 1197, 1197.1 and applicable IWC Wage Orders;; (b) failure to pay overtime wages pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194, 1197.1, 1198, and IWC Wage Orders;; (c) failure to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC Wage Orders; (d) failure to provide meal periods and/or timely pay premium wages for non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197, and applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely pay premium wages for non-compliant rest breaks pursuant to Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders; (f) failure to provide recovery periods and/or timely pay premium wages for non-compliant recovery periods pursuant to Labor Code § 226.7, California Code of Regulations, Title 8, Section 3395, and applicable IWC Wage Orders;; (g) failure to timely pay all wages pursuant to Labor Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC Wage Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§ 226, 226.3, 247.5, 1174, 1174.5, and applicable

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

IWC Wage Orders,; (i) failure to furnish accurate itemized wage statements pursuant to Labor Code §§ 226, 226.3, 1174.5, and applicable IWC Wage Orders, ; (j) failure to reimburse for business expenses or indemnify employee for necessary business expenditures pursuant to Labor Code § 2802, and applicable IWC Wage Orders; and (k) violation of California’s Unfair Competition Law, Business and Professions Code §§ 17200, et seq. (“Released Class Claims”).

For the duration of the PAGA Period, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Action and the PAGA Notice, all claims pursuant to or under the Private Attorneys General Act (“PAGA”), codified in Labor Code §§ 2698, et seq., that were or could have been alleged in the Action based upon the allegations, facts, legal theories, or causes of action alleged in the PAGA Action, including, but not limited to claims for relief for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226, 558, 1194, 1197, 1197.1 and applicable IWC Wage Orders,; (b) failure to pay overtime wages pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194, 1197.1, 1198, and IWC Wage Orders,; (c) failure to timely pay all wages due and owing upon separation of employment and/or pay the required waiting time penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC Wage Orders; (d) failure to provide meal periods and/or timely pay premium wages for non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197, and applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely pay premium wages for non-compliant rest breaks pursuant to Labor Code §§ 226.7 and 512, and applicable IWC Wage Orders; (f) failure to provide recovery periods and/or timely pay premium wages for non-compliant recovery periods pursuant to Labor Code § 226.7, California Code of Regulations, Title 8, Section 3395, and applicable IWC Wage Orders,; (g) failure to timely pay all wages pursuant to Labor Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC Wage Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§ 226, 226.3, 247.5, 1174, 1174.5, and applicable IWC Wage Orders,; (i) failure to furnish accurate itemized wage statements pursuant to Labor Code §§ 226, 226.3, 1174.5, and applicable IWC Wage Orders, ; (j) failure to reimburse for business expenses or indemnify employee for necessary business expenditures pursuant to Labor Code § 2802, and applicable IWC Wage Orders; and (k) violation of California’s Unfair Competition Law, Business and Professions Code §§ 17200, et seq. (“Released PAGA Claims”).

“Released Parties” means Defendant, and each of their former, present and future owners, parents, and subsidiaries, and all of their current, former, and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal representatives.

Option 2 – Opt Out of the Settlement

If you do not wish to receive your Individual Settlement Payment or release the Class Released Claims, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must include your name, address, email address or telephone number, and any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion to the address below.

Apex Class Action Administration
[Mailing Address]

To be valid, your written request for exclusion must be mailed and postmarked to the Administrator not later than [RESPONSE DEADLINE].

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

The proposed settlement includes the settlement of the Released PAGA Claims. An employee may not request exclusion from the settlement of a PAGA claim. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, if you are an Aggrieved Employee, you will still receive your Individual PAGA Payment and will be deemed to have released the Released PAGA Claims. A request for exclusion will preserve your right, if any, to individually pursue only the Released Class Claims.

Option 3 – *Submit an Objection to the Settlement*

If you wish to object to the Settlement, you may submit an objection in writing by mail, stating why you object to the Settlement. Your written objection must provide your name, address, signature, a statement of whether you plan to appear at the Final Approval Hearing, and a statement of the reason(s), along with whatever legal authority, if any, why you believe that the Court should not approve the Settlement. Your written objection must be mailed to the Administrator no later than [RESPONSE DEADLINE]. Please note that you cannot both object to the Settlement and opt out of the Settlement. If you exclude yourself, then your objection will be overruled. If the Court overrules your objection, you will be bound by the Settlement and will receive your Settlement Share.

Even if you don't submit a written objection, you may appear at the Final Approval Hearing and provide a verbal objection before the Court.

Final Approval Hearing

You may, if you wish, appear at the Final Approval Hearing set for [REDACTED] at [REDACTED] a.m. in Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308 and orally object to the Settlement, discuss your written objections with the Court and the Parties, or otherwise comment on the Settlement at your own expense. You may attend this hearing virtually by audio or video at <https://www.kern.courts.ca.gov/online-services/remote-hearings>. You may also retain an attorney to represent you at the Hearing at your own expense.

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the Settlement. For a more detailed statement of the matters involved in this case and the Settlement, you may call the Settlement Administrator at [PHONE NUMBER], Class Counsel, [or Defendant's Counsel](#), whose information appears below:

BIBIYAN LAW GROUP, P.C.

Vedang J. Patel (SBN 328647)
vedang@tomorrowlaw.com
Megan R. Lazar (SBN 315007)
megan@tomorrowlaw.com
1460 Westwood Boulevard
Los Angeles, California 90024
Tel: (310) 438-5555; Fax: (310) 300-1705

BELDEN BLAINE RAYTIS, LLP

[T. Scott Belden \(SBN 184387\)](#)
scott@bbr.law
[5016 California Avenue, Suite 3](#)
[Bakersfield, California 93309](#)
Tel: (661) 864-7826

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

You may also visit the Settlement Administrator's website at [WEBSITE] to gain access to key documents in this case, including the Settlement Agreement, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at Department T-2 of the Kern County Superior Court, located at 3131 Arrow Street, Bakersfield, CA 93308 during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.kern.courts.ca.gov>.

All inquiries by Class Members regarding this Notice of Class Action Settlement and/or the Settlement should be directed to the Settlement Administrator.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, OR THE JUDGE WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, California 90024.

On March 26, 2026, and pursuant to the California Code of Civil Procedure section 1010.6, I caused a true and correct copy of the foregoing document(s) described as **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND CERTIFYING CLASS FOR SETTLEMENT PURPOSES ONLY** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

T. Scott Belden, State Bar No. 184387
scott@bbr.law
Tyler D. Anthony, State Bar No. 305652
tyler@bbr.law
Fernanda Gonzalez – Administrative Assistant
fernanda@bbr.law

BELDEN BLAINE RAYTIS, LLP
5016 California Avenue, Suite 3
Bakersfield, California 93309
Telephone: (661) 864-7826
Facsimile: (661) 878-9797

Counsel for Defendant, M.P. ENVIRONMENTAL SERVICES, INC.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on March 26, 2026, at Los Angeles, California.

/s/ Jennifer Echeverria
Jennifer Echeverria