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Attorneys for Plaintiff, ALEJANDRO HERNANDEZ,  
on behalf of himself and all others similarly situated  
and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF KERN**

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

Plaintiff,

v.

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

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  
FINAL APPROVAL OF CLASS ACTION  
AND REPRESENTATIVE ACTION  
SETTLEMENT, APPLICATION FOR  
ATTORNEYS' FEES AND COSTS, AND  
SERVICE PAYMENT**

1           This matter having come before the Court for a final approval hearing pursuant to the  
2 Order of this Court granting preliminary approval (“Preliminary Approval Order”) of the class  
3 action and representative action settlement upon the terms set forth in the Class and PAGA  
4 Settlement Agreement (“Settlement,” “Agreement,” or “Settlement Agreement”) submitted in  
5 support of the Motion for Preliminary Approval of Class and Representative Action Settlement and  
6 Provisional Class Certification for Settlement Purposes Only; and due and adequate notice having  
7 been given to the Class Members as required in the Preliminary Approval Order; and the Court  
8 having considered all papers filed and proceedings had herein and otherwise being fully informed  
9 and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED**  
10 **THAT:**

11           1.     The Motion for Final Approval of Class Action and Representative Action Settlement;  
12 Service Payment; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

13           2.     The definitions set out in the Settlement Agreement are incorporated by reference into  
14 this Order; all terms defined therein shall have the same meaning in this Order as defined in the  
15 Settlement Agreement.

16           3.     This Court has jurisdiction over the subject matter of this litigation and over all Parties  
17 to this litigation, including all Class Members.

18           4.     For settlement purposes only, the Court certifies the following class (“Settlement  
19 Class,” “Settlement Class Members” or “Class Members”): all persons employed by defendant  
20 M.P. Environmental Services, Inc. (“Defendant”) in California and classified as non-exempt,  
21 hourly-paid employees who worked for Defendant during the period from January 25, 2019 through  
22 July 2, 2025 (“Class Period”).

23           5.     “Plaintiff” refers to Alejandro Hernandez, the named Plaintiff in the Action.

24           6.     The parties released shall include: Defendant, and each of their former, present and  
25 future owners, parents, and subsidiaries, affiliates, and all of their current, former, and future  
26 officers, directors, members, managers, employees, consultants, partners, shareholders, joint  
27 venturers, agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal  
28 representatives.

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

- 5           a.     For the duration of the Class Period, all Participating Class Members, on behalf of  
6 themselves and their respective former and present representatives, agents,  
7 attorneys, heirs, administrators, successors, and assigns, release the Released Parties  
8 from all claims that were alleged, or reasonably could have been alleged, based on  
9 the facts stated in the complaint filed in the Class Action, including, but not limited  
10 to any claims for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200,  
11 203, 226, 558, 1194, 1197, 1197.1 and applicable IWC Wage Orders;; (b) failure to  
12 pay overtime wages pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194,  
13 1197.1, 1198, and IWC Wage Orders;; (c) failure to timely pay all wages due and  
14 owing upon separation of employment and/or pay the required waiting time  
15 penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC Wage  
16 Orders; (d) failure to provide meal periods and/or timely pay premium wages for  
17 non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197,  
18 and applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely  
19 pay premium wages for non-compliant rest breaks pursuant to Labor Code §§ 226.7  
20 and 512, and applicable IWC Wage Orders; (f) failure to provide recovery periods  
21 and/or timely pay premium wages for non-compliant recovery periods pursuant to  
22 Labor Code § 226.7, California Code of Regulations, Title 8, Section 3395, and  
23 applicable IWC Wage Orders;; (g) failure to timely pay all wages pursuant to Labor  
24 Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC Wage  
25 Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§  
26 226, 226.3, 247.5, 1174, 1174.5, and applicable IWC Wage Orders;; (i) failure to  
27 furnish accurate itemized wage statements pursuant to Labor Code §§ 226, 226.3,  
28 1174.5, and applicable IWC Wage Orders, ; (j) failure to reimburse for business

1 expenses or indemnify employee for necessary business expenditures pursuant to  
2 Labor Code § 2802, and applicable IWC Wage Orders; and (k) violation of  
3 California's Unfair Competition Law, Business and Professions Code §§ 17200, et  
4 seq. ("Released Class Claims").

- 5 b. For the duration of the PAGA Period, all Aggrieved Employees are deemed to  
6 release, on behalf of themselves and their respective former and present  
7 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
8 Released Parties from all claims for PAGA penalties that were alleged, or reasonably  
9 could have been alleged, based on the facts stated in the PAGA Action and the  
10 PAGA Notice, all claims pursuant to or under the Private Attorneys General Act  
11 ("PAGA"), codified in Labor Code §§ 2698, et seq., that were or could have been  
12 alleged in the Action based upon the allegations, facts, legal theories, or causes of  
13 action alleged in the PAGA Action, including, but not limited to claims for relief  
14 for: (a) failure to pay minimum wages pursuant to Labor Code §§ 200, 203, 226,  
15 558, 1194, 1197, 1197.1 and applicable IWC Wage Orders;; (b) failure to pay  
16 overtime wages pursuant to Labor Code §§ 200, 203, 226, 510, 558, 860, 1194,  
17 1197.1, 1198, and IWC Wage Orders;; (c) failure to timely pay all wages due and  
18 owing upon separation of employment and/or pay the required waiting time  
19 penalties pursuant to Labor Code §§ 201, 202, 203, and applicable IWC Wage  
20 Orders; (d) failure to provide meal periods and/or timely pay premium wages for  
21 non-compliant meal periods pursuant to Labor Code §§ 226.7, 510, 512, 1194, 1197,  
22 and applicable IWC Wage Orders; (e) failure to provide rest breaks and/or timely  
23 pay premium wages for non-compliant rest breaks pursuant to Labor Code §§ 226.7  
24 and 512, and applicable IWC Wage Orders; (f) failure to provide recovery periods  
25 and/or timely pay premium wages for non-compliant recovery periods pursuant to  
26 Labor Code § 226.7, California Code of Regulations, Title 8, Section 3395, and  
27 applicable IWC Wage Orders;; (g) failure to timely pay all wages pursuant to Labor  
28 Code §§ 200, 204, 210, 558, 1194, 1197.1, and 2699, and applicable IWC Wage

1 Orders; (h) failure to maintain accurate required records pursuant to Labor Code §§  
2 226, 226.3, 247.5, 1174, 1174.5, and applicable IWC Wage Orders; (i) failure to  
3 furnish accurate itemized wage statements pursuant to Labor Code §§ 226, 226.3,  
4 1174.5, and applicable IWC Wage Orders, ; (j) failure to reimburse for business  
5 expenses or indemnify employee for necessary business expenditures pursuant to  
6 Labor Code § 2802, and applicable IWC Wage Orders; and (k) violation of  
7 California's Unfair Competition Law, Business and Professions Code §§ 17200, et  
8 seq. ("Released PAGA Claims").

9 8. Distribution of the Notice of Proposed Class Action Settlement and Date for Final  
10 Approval Hearing ("Class Notice") directed to the Class Members as set forth in the Settlement  
11 Agreement and the other matters set forth herein have been completed in conformity with the  
12 Preliminary Approval Order, including individual notice to all Class Members who could be  
13 identified through reasonable effort, and was the best notice practicable under the circumstances.  
14 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth  
15 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons  
16 entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.

17 9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members  
18 objected to the Settlement.

19 10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that  
20 Plaintiff has satisfied the standards and applicable requirements for final approval of a class action  
21 settlement under California law, including the provisions of Code of Civil Procedure section 382  
22 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in  
23 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

24 11. This Court hereby approves the Settlement set forth in the Settlement Agreement and  
25 finds that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to  
26 effectuate the Settlement according to its terms. The Court finds that the Settlement has been  
27 reached as a result of intensive, serious, and non-collusive arm's-length negotiations. The Court  
28 further finds that the Parties have conducted extensive and costly investigation and research, and

1 counsel for the Parties are able to reasonably evaluate their respective positions. The Court also  
2 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay  
3 and risks that would be presented by the further prosecution of this Action. The Court has noted the  
4 significant benefits to the Class Members under the Settlement. The Court also finds that the class  
5 is properly certified as a class for settlement purposes only.

6 12. The Court approves Plaintiff Alejandro Hernandez as Class Representative.

7 13. The Court approves David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group, P.C.,  
8 as Class Counsel.

9 14. The Court approves Apex Class Action Administration (“Apex”) as the Settlement  
10 Administrator.

11 15. The Court hereby awards Class Counsel attorneys’ fees in the total amount of  
12 \$229,250.00, which is thirty-five percent (35%) of the Gross Settlement Amount and is to be  
13 deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs in  
14 the amount of \$26,873.95, to be deducted from the Gross Settlement Amount. Class Counsel’s  
15 attorneys’ fees and litigation costs will be paid by the Settlement Administrator from the Gross  
16 Settlement Amount as set forth in the Settlement Agreement.

17 16. The Court hereby approves a service payment of \$7,500.00 to Plaintiff Alejandro  
18 Hernandez, in consideration of his time, effort, and risk incurred on behalf of the Settlement Class,  
19 and for providing a general release and a waiver of rights pursuant to California Civil Code section  
20 1542. The service payment will be paid to Plaintiff by the Settlement Administrator from the Gross  
21 Settlement Amount as set forth in the Settlement Agreement.

22 17. The Court hereby approves the Settlement Administration Costs for the Settlement  
23 Administrator’s costs in the amount of \$6,490.00. The Settlement Administrator, Apex, shall be  
24 paid the cost of administration of the settlement from the Gross Settlement Amount.

25 18. The Court hereby approves the PAGA penalties in the amount of \$65,500.00, of which  
26 \$49,125.00 shall be paid to the Labor and Workforce Development Agency, and the remaining  
27 \$16,375.00 shall be distributed to “Aggrieved Employees,” defined as all persons employed by  
28 Defendant in California and classified as non-exempt, hourly-paid employees who worked for

1 Defendant during the period from January 24, 2022 through the end of the Class Period (“PAGA  
2 Period”).

3 19. Except as expressly provided herein, the Parties each shall bear all their own fees and  
4 costs in connection with this matter.

5 20. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts  
6 necessary to fully pay Defendant’s share of employer payroll taxes, by transmitting the funds to the  
7 Settlement Administrator no later than thirty (30) days after the Effective Date. “Effective Date”  
8 means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the  
9 Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following  
10 occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters  
11 Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after  
12 the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment  
13 is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

14 21. Within 7 days after Defendant funds the Gross Settlement Amount, the Administrator  
15 will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA  
16 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class  
17 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.  
18 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment  
19 and the Class Representative Service Payment shall not precede disbursement of Individual Class  
20 Payments, and the Individual PAGA Payments.

21 22. For any Class Member whose Individual Class Payment check or Individual PAGA  
22 Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the  
23 funds represented by such checks to the cy pres recipient, Greater Bakersfield Legal Assistance, for  
24 use in Kern County.

25 23. The Court finds that the class settlement on the terms set forth in the Settlement  
26 Agreement was made in good faith and constitutes a fair, reasonable, and adequate compromise of  
27 the released claims against Defendant.

28 24. A Hearing Re: Final Administration of the Class Action Settlement is hereby scheduled

1 for May 12, 2027, at 8:30 a.m., in Department T-2 of the above-entitled  
2 Court. At least five (5) calendar days prior to said Hearing, the Parties shall file a declaration  
3 confirming that the checks have been mailed and that administration of the terms and conditions of  
4 the class action settlement has been completed. Should the Court find that said declaration has  
5 sufficiently evidenced full and complete administration of the class action settlement, the Hearing  
6 Re: Final Administration of the Class Action Settlement will go off-calendar.

7 25. Without affecting the finality of the Judgment in any way, pursuant to California Rules  
8 of Court, rule 3.769, et seq., and California Code of Civil Procedure section 664.6, this Court hereby  
9 retains continuing jurisdiction over the interpretation, implementation, and enforcement of the  
10 Settlement and all orders and judgments entered in connection therewith.

11  
12 **IT IS SO ORDERED.**

13  
14 Dated: September 23, 2026

  
\_\_\_\_\_  
Judge of the Superior Court  
T. Mark Smith  
Judicial Officer