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Attorneys for Plaintiffs Baneli Lomeli and Teresa Howell

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE

BANELI LOMELI, individually, and on behalf of other members of the general public similarly situated; TERESA HOWELL, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

ENVIRONMENTAL ALTERNATIVES, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV02958

Honorable Stephen E. Benson
Department 6

CLASS ACTION

NOTICE OF ENTRY OF ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT

Complaint Filed:	October 23, 2023
FAC Filed:	November 3, 2025
Trial Date:	None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE THAT on October 1, 2026, the above-entitled Court entered an Order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment. The Court scheduled a compliance hearing for September 15, 2027 at 9:00 a.m. in Department 6 of the above-entitled Court. A true and correct copy of the Court's October 1, 2026 Order Granting Final Approval of Class Action and PAGA Settlement and Entering Judgment is attached hereto as Exhibit 1.

Dated: October 8, 2026

PARKER & MINNE, LLP

By: _____
Jill J. Parker
Attorneys for Plaintiffs

EXHIBIT 1

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Ryan Slinger (SBN 351297)
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Attorneys for Plaintiffs Baneli Lomeli and Teresa Howell

FILED
Superior Court of California
County of Butte
OCT 01 2026
Sharif Elmallah, Clerk
By _____ Deputy
FILED

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF BUTTE

BANELI LOMELI, individually, and on behalf of other members of the general public similarly situated; TERESA HOWELL, individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act;

Plaintiffs,

vs.

ENVIRONMENTAL ALTERNATIVES, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 23CV02958

Honorable Stephen E. Benson
Department 6

CLASS ACTION

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTERING JUDGMENT

Date: September 30, 2026
Time: 9:00 a.m.
Dept.: 6

Complaint Filed: October 23, 2023
FAC filed: November 3, 2025
Trial Date: None Set

Electronically Filed

[PROPOSED] ORDER

On September 30, 2026, at 9:00 a.m. in Department 6 of the above-entitled Court, located at 1775 Concord Avenue, Chico, California 95928, Plaintiff Baneli Lomeli ("Lomeli") and Plaintiff Teresa Howell ("Howell") (collectively, "Plaintiffs") Motion for Final Approval of Class Action and PAGA Settlement ("Motion") came on for hearing before the Honorable Stephen E. Benson. Parker & Minne, LLP and Lawyers *for* Justice, PC appeared on behalf of Plaintiffs, and Sagaser, Watkins & Wieland, PC, appeared on behalf of Defendant Environmental Alternatives ("Defendant").

On April 15, 2026, the Court entered the Order Granting Preliminary Approval of Class Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving the settlement of the above-entitled Action in accordance with the Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement" or "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Jill J. Parker in Support of Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement. The Settlement Agreement, and the exhibits thereto, set forth the terms and conditions for settlement of this Action.

Due and adequate notice having been given to all Class Members and PAGA Employees as required in the Preliminary Approval Order, and the Court having considered the Settlement Agreement, Plaintiffs' Motion and all documents submitted in support thereof, all papers filed and proceedings had herein, and otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. Pursuant to California law, the Court hereby grants final approval of the Settlement Agreement. The Settlement Agreement is hereby deemed incorporated into this Order and Judgment. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Employees.

3. The Court finds that the requirements of California Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the Settlement. The Court hereby makes its earlier provisional certification of the Class for settlement purposes final. The Class is hereby defined to include:

All current and former hourly-paid or non-exempt employees of Defendant in California employed during the period from October 23, 2019 through January 31, 2025.

4. The PAGA Employees are hereby defined to include:

All current and former hourly-paid or non-exempt employees of Defendant in California employed during the time period from September 6, 2023 through January 31, 2025.

5. The Court hereby confirms Arby Aiwazian, Joanna Ghosh, and Selena Matavosian of Lawyers *for* Justice, PC and Jill J. Parker and S. Emi Minne of Parker & Minne, LLP as Class Counsel.

6. The Court concludes that distribution of the Class Notice to the Class Members and PAGA Employees as set forth in the Settlement Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order and constituted the best notice practicable under the circumstances. The Court concludes that the Administrator, Simpluris, Inc., took all reasonable and necessary steps to locate and notify each Class Member and PAGA Employee of the Settlement Agreement, as required in the Preliminary Approval Order. The Class Notice fully and accurately informed the Class of all material elements of the Settlement Agreement and their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to all Class Members and PAGA Employees; and complied fully with the laws of the State of California, Federal Rules of Civil Procedure, the United States Constitution, due process, and other applicable law. The Class Notice fairly and adequately described the Settlement and provided Class Members and PAGA Employees adequate instructions and a variety of means to obtain additional information.

7. The Court hereby finds the Settlement Agreement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing, which are adopted and incorporated herein by reference, the Court further finds that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8. The Court finds that the Settlement is, in all respects, fair, adequate, and reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful formal and informal discovery and investigation by Class Counsel; that the Settlement is the product of intensive, serious, and non-collusive arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiffs' claims, Defendant's potential exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of maintaining Plaintiffs' claims through class certification, trial, and appeals; the amount offered in the Settlement and the benefit provided to Class Members and PAGA Employees; the extent of investigation and formal and informal discovery completed; the experience and views of Class Counsel; and the absence of objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the terms and conditions set forth in this Judgment.

9. A full opportunity has been afforded to Class Members and PAGA Employees to participate in this hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines that all Class Members who did not timely and properly request exclusion from the Settlement ("Settlement Class Members") are bound by the Settlement and by this Judgment.

10. The deadline for Class Members to request exclusion from the Class Settlement was July 20, 2026, and the extended response deadline for those Class Members whose notice was remailed was August 4, 2026. The Court hereby finds that Class Members Julie A. Goulet and Kyle W. Denton have timely requested to be excluded from the Class Settlement and are not bound by the Class Settlement and by this Judgment.

11. The deadline for Class Members to submit written objections to the Settlement was July 20, 2026, and the extended response deadline for those Class Members whose notice was remailed was August 4, 2026. The Court hereby finds that there have been zero (0) written objections to the Settlement Agreement. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

12. Upon the Effective Date, Plaintiffs and all Class Members who did not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims (whether arising under state, federal, or local law) not assertable under PAGA and that were alleged, or could have been alleged, based on the facts pled in the Operative Complaint in the Action and which arose during the Class Period. Without limiting the foregoing, the Released Class Claims include all claims not recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, paid leave wages, straight time wages, overtime and double-time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the failure to provide wage statements at all and/or wage statements that are complete and accurate; all claims relating to the failure to maintain accurate employment records or provide such to employees upon request; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing, including, *inter alia,* §§201, 202, 203, 204, 204b, 210, 218.5, 218.6, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; any provision of an applicable Industrial Welfare Commission Wage Order governing the matters discussed in this Paragraph; California Business and Professions Code § 17200, *et seq.;* California Civil Code §§3287, 3288, and 3289; California Code of Civil Procedure § 1021.5; and related claims under applicable provisions of the Fair Labor Standards Act (29 U.S.C. §§201, *et seq.*). The statute of limitations on all Released Class Claims shall be tolled between the Effective Date and the payment deadline described in Section 12 of the Settlement Agreement. The releases described herein shall be subsequently invalidated if Defendant fails to fund the Total Settlement Amount by the deadline described in Section 12 of the Settlement Agreement, and Plaintiffs elect to void the Agreement.

13. Upon the Effective Date, Plaintiffs, the State of California with respect to PAGA

Employees, and PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all claims assertable under PAGA and that were alleged, or could have been alleged, based on the facts pled in the Operative Complaint or the underlying PAGA Notice in the Action and which arose during the PAGA Period, including, all claims for civil penalties recoverable under PAGA relating to unpaid wages (including claims for failure to pay minimum wages, straight time wages, paid leave wages, overtime and double-time compensation, whether due by virtue of weekly, daily, or seventh day overtime rules); all claims related to the timeliness of wage payments (whether regular or final wages); all claims relating to the failure to provide compliant meal, rest, and recovery periods; all claims relating to the failure to pay premiums for violations of meal, rest, and recovery period laws (including the failure to make premium payments at all, or failure to make premium payments at the correct rate of pay); all claims relating to the provision of wage statements, including the failure to provide wage statements at all and/or wage statements that are complete and accurate; all claims relating to the failure to maintain accurate employment records or provide such to employees upon request; all claims relating to the failure to reimburse necessary business expenses; and all claims relating to unfair business practices resulting from any of the foregoing, including, inter alia, §§201, 202, 203, 204, 204b, 204.3, 221, 223, 226, 226.7, 227.3, 246, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1194.2, 1197, 1197.1 1198, 2800, 2802; and applicable Industrial Welfare Commission Wage Orders (including, *inter alia*, Nos. 4-2001, 9-2001, and 17-2001) for failure to pay all and overtime wages due; failure to provide compliant meal periods and associated premiums; failure to provide compliant rest periods and associated premiums; failure to pay all minimum wages due; failure to pay all wages timely during employment, failure to pay all wages timely at the time of termination; failure to provide complete, accurate, or properly formatted wage statements; failure to maintain requisite payroll records; and failure to reimburse business expenses. The statute of limitations on all Released PAGA Claims shall be tolled between the Effective Date and the payment deadline described in Section 12 of the Settlement Agreement. The releases described herein shall be subsequently invalidated if Defendant fails to fund the Total Settlement Amount by the deadline described in Section 12 of the Settlement Agreement and Plaintiff elects to void the Agreement.

14. In addition to the above releases of claims, upon the Effective Date and full funding of the Total Settlement Amount, Plaintiffs will be deemed to have fully released and discharged the Released Parties of and from all claims arising from their employment with Defendant, separation of employment from Defendant, and any acts that have or could have been asserted in any legal action or proceeding against Defendant, whether known or unknown, arising under any federal, state, or local law, or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act, California Corporations Code, California Business and Professions Code, California Fair Employment and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment compensation, emotional distress, medical expenses, other economic and non-economic damages, attorney fees, and costs, arising on or before the date of execution of the Settlement Agreement. With respect to those claims released by Plaintiffs in an individual capacity, Plaintiffs have expressly waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs' release specifically excludes claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released via a general release under the law.

15. The Court finds the settlement payments provided for under the Settlement Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement Agreement, the Court orders Defendant to fund the Total Settlement Amount of $1,150,000.00 within sixty (60) calendar days after the Effective Date. The Court further orders Defendant to separately pay any and all employer payroll taxes owed on the wages portion of the Individual Settlement Shares. Defendant shall fund and the Settlement Administrator shall distribute these amounts in accordance with the terms of the Settlement Agreement.

16. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and argument submitted by Class Counsel, the Court hereby awards Class Counsel's Attorneys' Fees in the amount of $402,500.00 and awards reimbursement of actual costs and expenses incurred by Class Counsel in the amount of $17,182.77 from the Total Settlement Amount. The award of attorneys' fees and costs is the final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. Any allocation of attorneys' fees and costs between and among Class Counsel shall be made by the Administrator pursuant to the separate and independent agreement between Class Counsel.

17. The Court hereby approves and orders an Enhancement Award of $7,500.00 to Lomeli and an Enhancement Award of $7,500.00 to Howell, from the Total Settlement Amount in accordance with the terms of the Settlement Agreement.

18. The Court finds that the settlement of the Released PAGA Claims for $175,000.00, which is designated and allocated as penalties under the California Labor Code Private Attorneys General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court further approves allocation and payment of the PAGA Amount as follows: $113,750.00 (65% of $175,000.00) to the California Labor and Workforce Development Agency, and $61,250.00 (35% of $175,000.00) to PAGA Employees on a *pro rata* basis as set forth in the Settlement Agreement. One hundred percent (100%) of the amounts distributed to PAGA Employees as penalties under PAGA shall be reported on an IRS Form-1099.

19. The Court also hereby approves and orders payment from the Total Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Simpluris, Inc., in the amount of $11,806.00.

20. The Court hereby approves and orders payment of Individual Settlement Shares from the Net Settlement Amount to the Settlement Class Members on a *pro rata* basis as set forth in the Settlement Agreement.

21. The Court also hereby approves and orders that each Individual Settlement Payment check and Individual PAGA Payment check distributed from the Total Settlement Amount, will be valid and negotiable for one hundred and eighty (180) calendar days from the date of original issuance,

and thereafter, shall be canceled. If any settlement checks remain uncashed after the void date, the Parties shall jointly request that the Court amend this Final Approval Order and Judgment to direct the Settlement Administrator to transfer any unclaimed funds, plus any interest accrued thereon, to Mountain Valley Child & Family Services of Nevada City, CA, consistent with Code of Civil Procedure § 384.

22. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members and PAGA Employees, and over all matters pertaining to the implementation and enforcement of the terms of the Settlement Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Settlement Agreement shall be presented to the Court for resolution.

23. A post-approval final accounting hearing shall be held on September 15, 2027, at 9:00 a.m. ~~or~~ _____ at _____ a.m./~~p.m.~~ Class Counsel shall submit a final report on the disbursement of settlement payments at least sixteen (16) court days prior to the final accounting hearing.

24. Plaintiffs shall file a formal notice of entry of this Judgment and serve the same on the California Labor and Workforce Development Agency (LWDA).

25. Notice of this Judgment shall be posted by the Administrator, Simpluris, Inc., on its website for a period of at least sixty (60) calendar days.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: Oct 1, 26

By: _____
The Honorable Stephen E. Benson
Judge of The Superior Court