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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

TONY HOWELL on behalf of himself and all
others similarly situated

Plaintiff,

vs.

QUANTA UTILITY ENGINEERING
SERVICES, INC. a Missouri corporation,
UTILITY LINE MANAGEMENT SERVICES,
INC. a California corporation and DOES 1
through 50, inclusive,

Defendants.

Case No. CIVSB 2117103
ASSIGNED FOR ALL PURPOSES TO:
JUDGE: Hon. Christian Towns
DEPT: S-26

**DECLARATION OF ANTHONY DRAPER
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

DECLARATION OF ANTHONY DRAPER

I, Anthony Draper, declare as follows:

1. I am an individual over the age of 18. I am an associate at the law firm of James Hawkins APLC. I am one of the attorneys of record for plaintiff Tony Howell. (hereinafter referred to as "Plaintiff"). I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement which Plaintiff filed concurrently herewith, along with the supporting memorandum of points and authorities. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would

1 do so competently.

2 2. On June 15, 2021, Plaintiff commenced the Action by filing a Class Action
3 Complaint in the Superior Court of California, County of San Bernardino, entitled *Tony Howell*
4 *v. Quanta Utility Engineering Services, Inc., et al.*, Case No. CIVSB2117103.

5 3. On June 14, 2021, Plaintiff gave timely written notice to Defendants and the
6 LWDA by submitting a PAGA Notice. (a true and correct copy of the LWDA Notice is attached
7 hereto as Exhibit 1.

8 4. On November 30, 2021, Plaintiff filed a First Amended Class Action Complaint
9 to add a cause of action pursuant to the PAGA.

10 5. The First Amended Class Action Complaint is the operative complaint, which
11 alleges California claims for: (1) failure to pay wages; (2) failure to provide meal periods or
12 compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof;
13 (4) failure to reimburse necessary business expenses; (5) failure to pay sick pay wages; (6)
14 failure to timely pay wages during employment; (7) failure to timely pay wages at termination of
15 employment; (8) knowing and intentional failure to provide accurate itemized wage statements;
16 (9) unfair business practices in violation of Business and Professions Code sections 17200, et
17 seq., and (10) violation of the PAGA.

18 6. Throughout this litigation, Defendants have denied Plaintiff's allegations and
19 raised defenses to his claims, both individually and on a representative basis. Defendants
20 maintain that their employment policies and practices meet the requirements of the Labor Code
21 and applicable Wage Orders.

22 7. To date, no class has been certified and the Court has not made any findings that
23 Defendants engaged in any wrongdoing or in violation of any state law, rule or regulation, with
24 respect to the issues presented in the litigation.

25 8. Through formal and informal discovery, Plaintiff and Defendants have exchanged
26 extensive documents and information related to the claims asserted. Plaintiff obtained hundreds
27 of pages of information, including timecard records and wage reports of putative Class Members.
28 Defendants provided Plaintiff with class data and random samples of time records, wage

1 statements, and information regarding the number of non-exempt employees during the relevant
2 time-period.

3 9. On October 18, 2022, the Parties participated in a private mediation with Lou
4 Marlin, Esq. but were unable to reach a settlement.

5 10. On February 11, 2025, the Parties participated in a second private mediation with
6 Steven G. Mehta, Esq. and were unable to reach a settlement at the conclusion of the mediation.
7 The parties continued with the litigation and also engaged in settlement discussions.

8 11. On or about August 12, 2025, the Parties accepted a mediator's proposal,
9 resulting in a settlement in principle, which they memorialized in a Memorandum of
10 Understanding ("MOU") executed on or about October 22, 2025.

11 12. Thereafter, the Parties exchanged multiple drafts of the proposed settlement
12 agreement and class notice documents and engaged in numerous communications regarding the
13 settlement terms.

14 13. The final terms and provisions of the settlement agreement were approved and
15 executed by all the parties on or about January 2026 (A true and correct copy of the Class Action
16 and PAGA Settlement Agreement "Settlement Agreement" is attached hereto as Exhibit 2.)

17 14. Based on their own respective independent investigations and evaluations and
18 after taking into account the sharply disputed factual and legal issues involved in this matter, the
19 risks attending further prosecution in light of certification issues faced due to the *Brinker Rest.*
20 *Corp. v. Super. Ct.*, (2012) 53 Cal. 4th 1004 ("*Brinker*") decision, the discovery and
21 investigation conducted to date, Plaintiff and his counsel are of the opinion that settlement for the
22 consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
23 adequate and is in the best interests of the named Plaintiff and Class Members.

24 15. Plaintiff's counsel analyzed the potential liability in this matter based on
25 documents and information produced by Defendant in formal discovery and in preparation for
26 the mediations, expert analysis of timekeeping records and payroll data, and took into account
27 the nature of the claims and Defendant's defenses thereto.

28 16. Based on the information provided by Defendants, the estimated number of work

1 weeks and work shifts during the Class Period are 16,214 and 81,070, respectively. There are an
2 estimated 38,295 pay periods during the PAGA Period. The average hourly rate of pay is
3 approximately \$54.75.

4 17. The estimated maximum potential violations were calculated as follows: (

5 a) Failure to Pay Lawful Wages for All Hours Worked

6 (i) Off the Clock

7 Plaintiff's claim for failure to pay all lawful wages owed is premised on allegations that,
8 during the Class Period, Plaintiff and Class Members were not paid for the time spent "off the
9 clock" during their scheduled work shifts. Specifically, Plaintiff alleges that he and Class
10 Members were required to arrive at their designated substations and perform between fifteen (15)
11 to thirty (30) minutes of pre shift opening duties. Plaintiff alleges that he and Class Members
12 weres not compensated for the work performed "off the clock" prior to the scheduled start of
13 their shifts.

14 Defendants adamantly dispute Plaintiff's allegations that he and Class Members were not
15 properly compensated for all hours worked and claim that Plaintiff lacked evidence in support of
16 the same. Further, Defendants assert that this claim would be difficult to certify given the
17 predominance of the individualized inquiry as to whether, and to what extent, each Class
18 Member performed any work "off the clock."

19 The maximum off-the-clock work claim was calculated based on estimated 30 minutes of
20 unpaid overtime per shift for an estimated 81,070 shifts. Thus, the maximum potential liability
21 for this claim was calculated at \$3,328,734. However, taking into consideration the nature of the
22 claim and Defendants' defenses thereto including the inability to establish the violation with
23 respect to all of the Class Members, for purposes of settlement, this claim was valued between an
24 estimated maximum of \$665,747 (20%) and \$332,873.4. (10%).

25 (ii) Invalid Alternative Work Week Schedule

26 Plaintiff also alleges that Defendants required Plaintiff and Class members to work under
27 unenforceable or invalid Alternative Work Week Schedules ("AWS"). Specifically, the weekly
28 work shifts were either scheduled as 5 days/ 8 hours or 4 days/10 hours depending on the work to

1 be performed that week. Plaintiff alleges that on the 4/days/10 hour shifts, they were not paid
2 overtime for work over 8 hours. Here, Defendants did not implement a valid alternative work
3 week as they failed to fulfill the regulatory requirements as the Division of Labor Standards
4 Enforcement does not have record of an AWS election filed by Defendants.

5 Defendants dispute Plaintiff's allegations and contend that they complied with the
6 requirements for the implementation of alternative work week schedules

7 Per the analysis conducted by Plaintiff's expert, the maximum potential liability for the
8 underpayment of overtime for the AWS claim was calculated at \$1,234,888. Taking into
9 consideration the nature of the claim and Defendants' defenses thereto, for purposes of
10 settlement, this claim was valued at the estimated maximum of \$1,234,888.

11 b) Meal Period Claim

12 Plaintiff alleges that, during the class period, Defendants did not provide Plaintiff and
13 Class Members with compliant meal breaks nor paid them one hour of their wages in lieu
14 thereof. As stated above, Plaintiff contends that due to the work requirements, Plaintiff and Class
15 Members's meal periods were at times interrupted and thus required to work "off the clock"
16 during their meal periods.

17 Defendants deny Plaintiff's meal break allegations and maintain that Plaintiff and Class
18 Members were provided with the opportunity to take full and timely meal periods as per their
19 compliant policies and the law. Defendants dispute the propriety of certification on this claim as
20 well, under the holding in *Brinker* and other state and federal decisions.

21 Assuming a 100% violation rate during every shift the estimated maximum potential
22 liability was calculated at \$4,438,582 (\$54.75 x 81,070 shifts). Taking into consideration the
23 nature of the claim, Defendants' defenses and issues faced due to *Brinker*, for purposes of
24 settlement, the meal break claim was valued between an estimated maximum of \$443,858.25
25 (10%) and \$221,929 (5 %)

26 c) Rest Break Claim

27 As with the meal breaks, Plaintiff alleges that he and Class Members were regularly
28 unable to take a minimum ten (10) minute rest breaks for every four hours worked or major

1 fraction thereof. Plaintiff also allege he and Class Members were not compensated one (1) hour
2 of pay at their regular rate of compensation for each workday that a lawful rest period was not
3 provided, in violation of California labor laws, regulations, and IWC Wage Orders (IWC Wage
4 Order 5-2001(12); Cal. Lab. Code § 226.7.

5 Defendants dispute Plaintiff's allegations regarding rest break violations and contends
6 that Class Members were allowed to take compliant ten (10) minute rest periods under their
7 policies and practices and regularly took such breaks. Defendants also argue that this claim
8 would be difficult to certify given the predominance of the individualized inquiry as to whether,
9 and to what extent, each Class Member was unable to take compliant rest breaks during their
10 shifts.

11 Assuming a 100% violation rate during every shift the estimated maximum potential
12 liability was calculated at \$4,438,582 (\$54.75 x 81,070 shifts). Taking into consideration the
13 nature of the claim, Defendants' defenses and issues faced due to *Brinker*, for purposes of
14 settlement, the rest break claim was valued between an estimated maximum of \$221,929 (5 %)
15 and \$44,385.82 (1%)

16 d) Expense Reimbursement Claim

17 Plaintiff's claim under *Labor Code* § 2802 is premised on the fact that Defendants failed
18 to adequately reimburse Plaintiff and Class Members for the protective gear that they were
19 required to wear in the performance of their job duties. For instance, Plaintiff and Class
20 Members were required to wear fire retardant pants and jackets. Although Defendants paid an
21 annual stipend of \$150 towards the purchase of the gear, Plaintiff contends it was not sufficient
22 to cover the costs of the gear.

23 Defendants dispute this allegation and assert that all employees were provided with the
24 tools and items necessary for the performance of their job duties and that the stipend was
25 sufficient to cover said expenses. Defendants also contend that this claim would be difficult to
26 certify given the predominance of the individualized inquiry and the defenses raised. As per the
27 analysis, the estimated maximum potential liability for this claim was valued at \$162,140. This
28 claim had minimal value given the predominance of the individualized inquiry and the difficulty

1 of obtaining class wide evidence for damage calculations. For purposes of settlement, this claim
2 was valued between an estimated maximum of \$24,321 (20%) and \$0.

3 e) Failure to Timely Pay Wages During Employment

4 This claim is based on allegations that Plaintiff and Class Members did not receive
5 payment of all wages owed, including overtime and minimum wages and meal and rest period
6 premiums, within the requisite time under Labor Code section 204. That statute requires that all
7 wages are due and payable twice in each calendar month. For any initial violation under this
8 statute, one hundred dollars (\$100) is due for each failure to pay each employee. For each
9 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) is due
10 for each failure to pay each employee, plus twenty-five (25) percent of the amount unlawfully
11 withheld. As discussed herein, Defendant disputes that it failed to pay any lawful wages owed
12 and is therefore not liable for any penalties under this statute. Defendant also contends that
13 liability only applies when employers fail to pay wages on a timely basis; not whether the correct
14 amount of wages were paid. (*See's Candy Shops, Inc. v. Superior Ct.* (2012) 210 Cal. App. 4th
15 889, 904-905.)

16 Here, employees can recover penalties either Labor Code section 210 or PAGA but not
17 both. For purposes of settlement, Plaintiff is pursuing this claim under PAGA, which is discussed
18 below.

19 f) Failure to Timely Pay Wages at Separation

20 Pursuant to Labor Code sections 201, 202 and 203, each employee in the relevant
21 statutory period (i.e., three years before the filing of the initial Complaint) is entitled to thirty
22 (30) days' worth of wages as a waiting time penalty for not being paid all wages upon the
23 separation of employment. Plaintiff alleges that penalties are owed under Labor Code section
24 203 due to, at a minimum, Defendant's failure to pay wages for all hours worked and failure to
25 pay premium wages. With respect to Lab. Code § 203 claim, there were an estimated 403 Class
26 Members to whom this claim applied. The estimated maximum potential liability was
27 determined to be \$683,280 using the formula: (52 former employees) x (30 x \$54.75 x 8 hours
28 per day).

Defendants once again assert that no unpaid wages are owed as Defendants did not fail to pay the correct wages owed, including overtime or minimum wages, nor did they fail to pay premium wages. Defendants further contend that their actions were not willful as required for penalties to issue and that, thus, waiting time penalties cannot be awarded. Plaintiff believes that he can prevail on this claims especially with respect to failure to pay proper overtime wages under the AWS claim. However, taking into consideration the costs and risks of proceeding, and the defenses faced, for purposes of settlement negotiations, said claim was valued between an estimated maximum of \$341,640 (50%) and \$204,984 (30%).

g) Failure to Provide Accurate Itemized Wage Statements

Under Lab. Code § 226(e), an employee suffering “injury as a result of a knowing and intentional failure by an employer” to provide accurate wage statements is entitled to \$50 for the initial violation and \$100 for each subsequent violation up to \$4,000. This claim is derivative of the unpaid wages claims asserted. The estimated maximum potential liability for this claim was calculated at \$312,000 based on an estimated 78 employees x \$4,000.

Defendants contend that the wage statements issued to the employees fully complied with Labor Code section 226. Defendants state that because they believe no wages are unpaid, there can be no derivative penalties. Further, Defendants argue that, if any wage statements were in fact inaccurate, it did not “knowingly and intentionally” fail to provide accurate statements and that Plaintiff and the Class did not suffer any “injury” from such inaccurate wage statements. For purposes of settlement negotiations, said claim was valued between an estimated maximum of \$124,800 (40%) and \$ 62,400 (20%).

h). Failure to Pay Correct Sick Pay Compensation – This claim is premised on Plaintiff’s allegation that Defendants failed to pay the correct amount sick time pay. Labor Code section 204 requires that employers pay sick time pay to non -exempt employees at the employees’ regular rate. Plaintiff alleges that Defendants paid the employees’ sick time pay at the base hourly rate and not the regular rate, thus paying a lower rate of sick pay compensation. Defendants dispute this claim. There is no private right of action for recovery available under Lab Code 210 and thus any penalties are encompassed within Lab. Code § 203 or PAGA claims.

1 i) . Bus. & Prof. Code § 17200 et seq. (“UCL”) Claim

2 The only remedies available under the unfair competition law (“UCL”) Business and
3 Professions Code Section 17200 *et seq.* are restitution and injunction, as opposed to damages
4 (*Clark v. Superior Court* (2010) 50 Cal. 4th 605, 610.) The UCL provides that “[t]he court may
5 make such orders or judgments ... as may be necessary to restore to any person in interest any
6 money or property, real or personal, which may have been acquired by means of such unfair
7 competition.” (Bus. & Prof. Code, § 17203.) Restitution under the UCL includes “earned
8 wages.” (*Cortez v. Purolator Air Filtration Prods. Co.* (2000) 23 Cal. 4th 163, 177-78.)
9 Restitution under the UCL is not available for all violations of the Labor Code.(*See Pineda v.*
10 *Bank of Am., N.A.* (2010) 50 Cal. 4th 1389, 1401-02.)

11 Here, Plaintiff’s UCL claim is solely premised on the failure to pay lawful wages and
12 premium wages claims discussed above. Plaintiff’s counsel assigned a zero-dollar value to the
13 UCL claim because it does not provide any additional value in this Action other than to increase
14 the statute of limitations to four years for the underlying claims. Those claims are valued and
15 analyzed above based on the four-year statute of limitations provided by the UCL. However, the
16 UCL claim in and of itself does not provide any additional damages. Therefore, there is no
17 additional or separate monetary value that this statute provides based on the facts of this Action (

18 j) Lab. Code § 2699 (PAGA Claim) – Plaintiff’s claims under PAGA are predicated
19 on or derivative of the claims discussed above and as set forth in the Operative Complaint. The
20 estimated maximum PAGA penalty was calculated as \$3,829,500. This figure attributes a \$100
21 penalty to each of the estimated 38,295 pay periods in scope during the PAGA Period. This
22 figure is based on an assumption that there is a 100% violation rate during the PAGA Period,
23 such that every single pay period in question involved at least one Labor Code violation, despite
24 disputes regarding Defendants’ liability. However, PAGA claims under the facts and
25 circumstances of this case may result in no award or at best a very minimal award by the trial
26 court. See specifically § 2699(e)(2) which states in its pertinent part: “... a court may award a
27 lesser amount than the maximum civil penalty amount specified by this part if, based on the facts
28 and circumstances of the particular case, to do otherwise would result in an award that is unjust,

1 arbitrary and oppressive, or confiscatory.”

2 For instance, in *Fleming v. Covidien* (C.D. Cal. 2011) 2011 U.S. Dist. LEXIS 154590, a
3 federal court reduced PAGA penalties from \$2,800,000 to \$500,000, a reduction of 82.2%. The
4 court found maximum penalties “unjust” because the employees had suffered no injuries. Some
5 trial courts have actually awarded no civil penalties, even when Labor Code violations are
6 established. *In re Taco Bell Wage & Hour Actions* (E.D. Cal. Apr. 6, 2016) 2016 U.S. Dist.
7 LEXIS 48557, *40-43 (PAGA penalties denied after trial).

8 In order to recover any PAGA penalties, Plaintiff would be required at trial to prove each
9 of the underlying Labor Code violations. (See *Cardenas v. McLane Foodservice, Inc.* (C.D. Cal.
10 2011) 2011 U.S. Dist. LEXIS 13126, *10 [“Given the statutory language [of PAGA], a plaintiff
11 cannot recover on behalf of individuals whom the plaintiff has not proven suffered a violation of
12 the Labor Code by the defendant.”].) Here, Plaintiff would need to prove that each Aggrieved
13 Employee suffered all violations for each pay period the employee worked. As discussed herein,
14 the nature of the PAGA based claims (i.e. rest break, meal period, wage statements, failure to
15 pay all wages owed and to timely pay wages and expense reimbursement) and Defendants’
16 asserted defenses thereto present a strong risk that some or all of the PAGA penalties sought may
17 not be awarded.

18 Defendants deny that a violation for each pay period can be established. Defendants state
19 that because the PAGA Action heavily relies on the same allegations made in the Class Action,
20 they are subject to the same defenses, and, thus, for the same reason Defendants believe there
21 will be no damages collectible in the class action, no PAGA penalties would be awarded, either.
22 Defendants also assert that individualized issues predominate the PAGA claims, making the
23 claims unmanageable for trial.

24 Given the nature of these claims, as analyzed above, Plaintiff’s Counsel believes it to be
25 likely that if there were any award, it could be a minimal amount. Therefore, the amount of
26 \$375,000 (which has been reserved for the PAGA claim) is both fair and reasonable.

27 18. Through his counsel, Plaintiff took into consideration the significant risks that
28 class certification could be denied on the central claim, or that a merits decision on the central

1 claim would not favor the Class. Plaintiff has considered the expense and length of continued
2 proceedings necessary to continue the Action against Defendants through trial and any possible
3 appeals. Plaintiff is also aware of the burdens of proof necessary to establish liability for the
4 claims asserted in the Action, Defendants' defenses thereto, and the difficulties in establishing
5 Plaintiff's damages.

6 19. The proposed Settlement requires Defendants to pay each Class Member who
7 does not opt out a portion of the Net Settlement Amount as specifically set forth in the
8 Settlement Agreement. The amount to be paid to the Class is undoubtedly fair, adequate and
9 reasonable especially in light of the significant risk to Plaintiff and Class Members in continuing
10 with the litigation and not prevailing on class certification or at trial, and thus leaving employees
11 with no recovery.

12 20. The Settlement Agreement provides for an award to be paid to the Class
13 Representative. The primary purpose is to provide Plaintiff an enhancement award, taking into
14 consideration the risks, time, effort and expenses incurred by him in coming forward to provide
15 invaluable information and litigate this matter on behalf of all Class Members and Aggrieved
16 Employees. Plaintiff has actively participated in this litigation by providing significant
17 supporting documents and information and assisting counsel in developing information
18 necessary to litigate and settle this case which has resulted in a favorable settlement for the
19 putative Class Members and Aggrieved Employees.

20 21. James Hawkins APLC has a great deal of experience in wage and hour class
21 action litigation. The law firm and its lawyers have obtained certification of multiple classes,
22 have been approved as class counsel in many other wage/hour class actions, and currently
23 litigating numerous others. Although not an all inclusive list, over the years the law firm has
24 prosecuted the following class action matters as lead and/or co-lead counsel, all of which
25 implicated similar law and facts to those associated with this action:

- 26 o ***Mojica v. Compass Group, Inc., et. al.*** USDC Central District, Case No. 8:13-cv-
27 01754.

- 1 o ***Dao v. 3M Company, et al.*** USDC, CENTRAL DISTRICT, Case No. CV-08-04554.
- 2 o ***Ortiz v. Kmart***, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
- 3 o ***Morgan v. Aramark Campus, LLC***, USDC, CENTRAL DISTRICT, Case No.
- 4 SACV08-00412.
- 5 o ***West v Iron Mountain Information Management, Inc, et. al.***; Los Angeles County
- 6 Superior Court, Case No. BC393709.
- 7 o ***Gonzalez v. Superior Industries International, Inc., et al.***, Los Angeles County
- 8 Superior Court, Case No. BC 357912.
- 9 o ***Acosta v. Fleetwood Travel Trailers of California, Inc., et al.***, Riverside County
- 10 Superior Court, Case No. RIC 440630.
- 11 o ***Walker v. Sharkeez, et al.***, Orange County Superior Court, Case No. 05CC00293.
- 12 o ***Padron v. Universal Protection Service, et al***, Orange County Superior Court, Case
- 13 No. 05CC00013.
- 14 o ***Martinez v. Securitas Security Services USA, et al.***, Santa Clara Superior Court,
- 15 Case No. 105-CV047499, et al. J.C.C.P. No. 4460.
- 16 o ***Velasquez-Lopez v. Hotel Cleaning Services, Inc. et al.***, Riverside Superior Court,
- 17 Case No. RIC 420909.
- 18 o ***Ruiz, et al. v. Unisourse Worldwide, Inc., et al.***, USDC, CENTRAL DISTRICT,
- 19 Case No. CV09-05848.
- 20 o ***Herrador v. Culligan International Company, et al.***, USDC, CENTRAL
- 21 DISTRICT, Case No. SACV 08-680.
- 22 o ***Defries v. Domain Restaurants, et al.***, Orange County Superior Court, Case No.
- 23 05CC00128.
- 24 o ***Denton v. BLB Enterprises, Inc., et al.***, Orange County Superior Court, Case No.
- 25 07CC01292.
- 26 o ***Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.***, Los Angeles Superior
- 27 Court, Case No. BC411477.
- 28

- o **McMurray v. Dave and Busters, Inc., et al.**, Orange County Superior Court, Case No. 06CC00099.
- o **Osuna v. DFG Restaurants, Inc., et al.**, Los Angeles Superior Court, Case No. BC 330145.
- o **Burns v. Gymboree Operations, Inc., et al.**, San Francisco Superior Court, Case No. CGC-07-461612.
- o **Willems v. Diedrich Coffee, Inc., et al.**, Orange County Superior Court, Case No. 07CC00015.
- o **Davila, et al. v. Beckman Coulter, Inc., et al.**, Orange County Superior Court, Case No. 07CC01347.
- o **Perez v. Naked Juice Company of Glendora, Inc.**, Los Angeles Superior Court, Case No. BC387088.
- o **Coordination Proceeding Special Title [Rule 1550(b)] Wackenhut Wage and Hour Cases**, Los Angeles Superior Court, Case No. JCCP 4545.
- o **Placencia v. Amcor Packaging Distribution, Inc.**, Orange County Superior Court, Case No. 30-2013-00694012-CU-OE-CXC.
- o **Trani v. Lisi Aerospace, et al.**, Los Angeles Superior Court, Case No. BC495527.
- o **Galvan v. Goodwin Co.**, Orange County Superior Court, Case No. 30-2013-00637062-CU-OE-CXC.
- o **Reyes v. Bristol Fiberlite**, Orange County Superior Court, Case No. 30-2013-00653425-CU-OE-CXC.
- o **Gutierrez v. HMT Tank, USDC Central Dist.**, Case No. CV14-1967-CAS(MAN)
- o **Williams v. Il Fornaio America Corp.**, Sacramento County, Case No. 34-2011-0009616.
- o **Aguilar v. 7-Eleven, Inc.**, Orange County, Case No. 30-2009-002687141-CU-OE-CXC.
- o **Madrigal v. Huntington Beach Market Broiler, Inc.**, Orange County, Case No. 30-

2012-00611260.

- o **Vang v. Jazz Semiconductor, Inc.**, Orange County, Case no. 30-2011-00460278.
- o **Vigueras v. Red Robin International, Inc.**, USDC Central Dist. Case No. SACV 17-1422 JVS (DFMx);
- o **Smith v. Space Exploration Technologies Corp.**, Los Angeles Superior Court, Case No. BC55429;
- o **Cano v. Financial Statement Services, Inc.**, Orange County Superior Court, Case No. 30-2013-00653349-CU-OE-CXC;
- o **Mendez v. Liberty Glass Fabricators, Inc.**, Riverside County Superior Court Case No. RIC1800119;
- o **Attia v. Neiman Marcus Group, Inc.**, United States District Court for the Central District of California Case No. 8:16-cv-001504-DOC-FFM;
- o **O'Brien, et al. v. Cerida Investment Corp.**, Santa Clara Superior Court Case No. 21CV384527;
- o **Gonzalez v. Quality Aluminum Forge, LLC**, Orange County Superior Court Case No. 30-2015-00817941;
- o **Shay v. Apple, Inc.**, United States District Court for the Southern District of California Case No. 3:20-cv-1629-JO-BLM;
- o **Milligan v. CWI, Inc.**, San Bernardino Superior Court Case No. CIVDS 2013999;
- o **Aguilar v. LDI Mechanical, Inc.**, Riverside County Case No. RIC1610019;
- o **Abron v. University Healthcare Alliance**, Alameda County Superior Court Case No. RG20066438;
- o **Benson v. F21 Opco, LLC**, San Diego Superior Court Case No. 37-2021,00024619-CU-OE-CTL;
- o **Allen v. Creative Stone Mfg., Inc.**, San Bernardino County Superior Court Case No. CIVSB2201498;
- o **Santamaria v. Bright Horizons Children's Center**, San Bernardino County Superior

Court Case No. CIVSB2210140;

- o ***Yniguez v. Airgas USA, LLC***, Los Angeles County Superior Court Case No. 20STCV18190;
- o ***Cervantez v. Genuine Parts Company***, Los Angeles County Superior Court Case No. 22STCV00981;
- o ***Robles v. Jetro Holdings, LLC***, San Diego Superior Court Case No. 37-2021-00015414-CU-OE-CTL;
- o ***Hernandez v. Euromarket Designs, Inc.***, Santa Clara County Superior Court Case No. 20CV3770922;
- o ***Ayala v. Veg-Land, et al.***, Orange County Superior Court Case No. 30-2014-00738775-CU-OE-CXC;
- o ***Puente v. Sully-Miller Contracting Co.***, Orange County Superior Court Case No. 30-2015-00792088-CU-OE-CXC;
- o ***Garcia v. Revolution Foods, Inc.***, Los Angeles Superior Court Case No. BC579142;
- o ***Attaway, et al. v. Alliance Residential, LLC***, Santa Clara County Superior Court Case No. 20CV365134;
- o ***Bowman v. Delta Dental of California***, Alameda County Superior Court Case No. RG21108230;
- o ***Hernandez v. Burrtec Waste & Recycling Services, LLC***, United States District Court for the Central District of California Case No. 5:21-CV-001490-JWH-SP;
- o ***Grant v. T-Mobile USA, Inc.***, United States District Court for the Central District of California Case No. 2:21-CV-02268;
- o ***Dawson v. Wonderful Pistachios and Almonds, LLC***, Kern County Superior Court Case No. BCV-17-100848;
- o ***Hamilton, et al. v. Michael Kors Stores (California), Inc.***, Los Angeles County Superior Court Case NO. 19STCV37061;
- o ***Ross v. Stater Bros.***, San Bernardino Superior Court Case No. CIVDS1902518;

- o ***Walker v. Barrett Business Services, Inc., et al.***, Los Angeles County Superior Court Case No. 20STCV39172;
- o ***Benitez, et al. v. Medtronic, Inc., et al.***, Orange County Superior Court Case No. 30-2019-01069185-CU-OE-CXC;
- o ***Montgomery v. Copart, Inc.***, Sacramento County Superior Court Case No. 34-2020-00280733-CU-OE-GDS;
- o ***Vizcarra-McNamee v. Nordstrom, Inc.***, Orange County Superior Court Case No. 30-2020-01141916-CU-OE-CXC;
- o ***Ayers v. Cherry Hill Programs, Inc.***, Fresno County Superior Court Case No. 20CECG00821;
- o ***Sleeper v. Boot Barn, Inc.***, Sacramento County Superior Court Case No. 34-2019-00272000-CU-OE-GDS;
- o ***Pulido-Dias v. Dirt Cheap, Inc.***, San Bernardino County Superior Court Case No. CIVDS1719694;
- o ***Villanueva v. Nordstrom, Inc.***, San Bernardino County Superior Court Case No. CIVDS1918706;
- o ***Bryson v. Madame Tussauds, et al.***, Los Angeles County Superior Court Case No. 19STCV33514
- o ***Hightower v. Levy Premium, et al.***, Santa Clara County Superior Court Case No. 19CV359262;
- o ***Marquez v. Maxim Crane Works, L.P., et al.***, Los Angeles County Superior Court Case No. 19STCV39548;
- o ***Rovira v. Silverado Senior Living Management, Inc.***, Orange County Superior Court Case No. 30-2020-01136565-CU-OE-CXC;
- o ***Hallum, et al. v. FCA US, LLC***, San Bernardino County Case No. CIVDS1936782;
- o ***Martinez v. Placer Title Co., et al.***, Kern County Case No. BCV-19-103486;
- o ***Torres v. Van Law Food Products, Inc.***, Orange County Case No. 37-2017-

00946312-CU-OE-CXC;

- o **Holmes v. Pet Food Express, LLC**, Alameda County Case No. 22CV014140;
- o **Ventura v. Conduent Commercial Solutions, LLC**, Kern County Case No. BCV-22-102043;
- o **Ramirez v. CSI Electrical Contractors, Inc.**, Fresno County Superior Court Case No. 18CECG04150;
- o **Magana v. Eibach Springs, Inc.**, Riverside County Superior Court Case No. RIC1708917;
- o **Knox v. Express Messenger Systems, Inc.**, San Bernardino County Superior Court Case No. CIVDS1932323;
- o **Corona, et al. v. G&M Oil Company, Inc.**, Los Angeles County Superior Court Case No. BC640876
- o **Aguilar v. Peach Home Services, Inc., et al.**, Riverside County Superior Court Case No. RIC1823057;
- o **Wilson v. M.C. LLC**, Orange County Superior Court Case No. 30-2019-01103382-CU-OE-CXC.
- o **Nunez v. Nevell Group, Inc.**, Orange County Superior Court Case No. 30-2015-00783269.
- o **Bendorf, et al. v. Sea World LLC, et al.**, San Diego Superior Court Case No. 37-2021-00034922-CU-OE-CTL;
- o **DeMartini, et al. v. Safelite Fulfillment, Inc.**, Marin County Case No. CIV20002076;
- o **Ayala, et al., v. Macy's West Stores, Inc.**, Los Angeles County Case No. 20STCV34182;
- o **Wallen, et al. v. United Rentals (North America), Inc., et al.**, Stanislaus County Case No. CV-22-000399;
- o **Granados v. Hyatt Corporation**, United States District Court for the Southern

District of California Case No. 3:23-cv-01001-H-VET;

- o ***Vigil v. Hyatt Corporation***, United States District Court for the Northern District of California Case No. 4:22-cv-00693;
- o ***Garcia v. U.S. Best Ingredients, Inc.***, Los Angeles Superior Court Case No. 21TRCV00813.

22. Mr. Hawkins has been practicing law in California since 1997 and in 2007 incorporated his wage and hour class action practice as James Hawkins APCL. Since its inception, Mr. Hawkins has been lead and/or co-lead counsel in hundreds of wage and hour class action cases.

23. Ms. Fernandez has been a member of the Florida Bar since January 1996 and a member of the California Bar since August 2002. Ms. Fernandez has specialized in employment-related litigation including complex wage and hour civil litigation since 2003. Ms. Fernandez has been, and currently is, co-counsel in over 50 wage and hour class action litigations for our firm and has produced excellent results for this firm's clients in the wage and hour class actions.

24. I have been a member of the California Bar since July 2022 and was provisionally licensed prior to that time. I have specialized in complex wage and hour litigation since October 2021. I have been, and currently am, co-counsel in over 40 complex wage and hour cases and have successfully litigated wage and hour class and PAGA actions for our firm.

25. Attached as Exhibit A to the Settlement Agreement is a true and correct copy of the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice").

26. On January 30, 2026, Plaintiff submitted the Settlement Agreement, concurrently with the filing of this motion, to the LWDA.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 30, 2026 at Irvine, California.


Anthony Draper

EXHIBIT 1

JAMES *JH* HAWKINS
A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618
TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

June 14, 2021

Via LWDA Website:

Labor and Workforce Development Agency Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail:

Quanta Utility Engineering Services, Inc.
Agent for Service of Process:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Cert. No. 7018 1130 0001 8270 5019

Utility Line Management Services, Inc.
2315 W. Foothill Blvd.
Upland, CA 91786
Cert. No. 7018 1130 0001 8270 2520

Utility Line Management Services, Inc.
Agent for Service of Process:
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833
Cert. No. 7018 1130 0001 8270 2513

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2699 et seq.

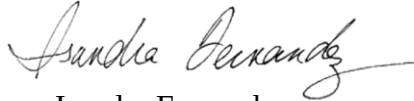
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiff, Tony Howell, on behalf of himself and all others similarly situated gives NOTICE to file and/or amend a civil action pursuant to Labor Code Sections 2699, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”), Quanta Utility Engineering Service, Inc. and Utility Line Management Services, Inc. Plaintiff hereby attaches the Complaint as though fully set forth herewith, setting out the specific provisions of the Labor Code plaintiff alleges have been violated including the facts and theories. All labor provision violations alleged in the Complaint PERTAIN TO ALL ENTITIES AND INDIVIDUALS NAMED IN THE COMPLAINT even if not specifically specified.

Please advise by certified mail within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you.

If you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in cursive script, reading "Isandra Fernandez". The signature is fluid and elegant, with a long, sweeping underline that extends to the right.

Isandra Fernandez

Enclosures: Class Action Complaint

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676

Attorneys for Plaintiff, TONY HOWELL
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

TONY HOWELL on behalf of himself and all
others similarly situated

Plaintiff,

vs.

QUANTA UTILITY ENGINEERING
SERVICES, INC. a Missouri corporation,
UTILITY LINE MANAGEMENT SERVICES,
INC. a California corporation and DOES 1
through 50, inclusive,

Defendants.

Case No.
ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

CLASS ACTION COMPLAINT

- 1) Failure to pay Lawful Wages**
- 2) Failure to Provide Lawful Meal
Periods or Compensation in Lieu
Thereof**
- 3) Failure to Provide Lawful Rest
Periods or Compensation in Lieu
Thereof**
- 4) Failure to Reimburse Employee
Expenses**
- 5) Failure to Pay Correct Sick Pay
Wages**
- 6) Failure to Timely Pay Wages During
Employment**
- 7) Failure to Timely Pay Wages At
Termination**
- 8) Knowing and Intentional Failure to
Comply With Itemized Employee
Wage Statement Provisions**
- 9) Violations of the Unfair Competition
Law**

JURY TRIAL DEMANDED

1 Named Plaintiffs allege as follows

2 **I.**

3 **INTRODUCTION**

4 1. Plaintiff TONY HOWELL (“Plaintiff”) asserts the following Class Action claims,
5 pursuant to Code of Civil Procedure section 382, against Defendants QUANTA UTILITY
6 ENGINEERING SERVICES, INC (hereinafter “QUANTA UTILITY”), UTILITY LINE
7 MANAGEMENT, INC. (“UTILITY”) and Does 1 through 50 inclusive, (collectively
8 "Defendants")

9 2. Plaintiff bring this class action on behalf of himself and all similarly situated
10 employees not classified as “Exempt” or primarily employed in executive, professional, or
11 administrative capacities, employed by, or formerly employed by Defendants in California.
12 (hereinafter referred to as “Non-Exempt Employees” and/or “Class Members”).

13 3. During the liability period, defined as the applicable statute of limitations for each
14 and every cause of action contained herein, Defendants enforced shift schedules, employment
15 policies and practices and/or workload requirements wherein Plaintiff and Non-Exempt
16 Employees were, amongst other statutory violations not paid all lawful wages owed; not provided
17 compliant rest and meal periods; not provided accurate itemized wage statements; not reimbursed
18 employee expenses, and not paid timely wages during their employment and/or at termination.

19 4. Plaintiff on behalf of himself and Non-Exempt Employees, brings this action
20 pursuant to Labor Code sections 201, 202, 203, 204, 226, 210, 226.7, 246, 510, 512, 558, 1194,
21 1198, 1199, 2802 Title 8, Section 11040, any other applicable Industrial Welfare Commission
22 (“IWC”) Wage Orders seeking unpaid lawful wages, unpaid rest and meal period compensation,
23 expense reimbursements, penalties and other equitable relief, and reasonable attorneys’ fees and
24 costs.

25 **II.**

26 **VENUE**

27 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
28 Civil Procedure section 395. Defendant conduct substantial and continuous commercial activities

1 in San Bernardino County and each Defendant is within the jurisdiction of this Court for service
2 of process purposes. Defendant employ numerous Class Members in San Bernardino, California.

3 6. Plaintiff is, and at all times mentioned in this complaint was, a resident of
4 California.

5 **III.**

6 **PARTIES**

7 7. On information and belief, QUANTA UTILITY provides electric support services
8 including but not limited to transmission, distribution and substation engineering services
9 throughout California and the United States.

10 8. On information and belief, UTILITY LINE MANAGEMENT, headquartered in
11 Upland, California, is engaged in providing and managing personnel who are experienced in
12 electrical utility services throughout California

13 9. The true names and capacities of Defendants, whether individual, corporate,
14 associate, or otherwise, sued herein as DOES 1 through 50, inclusive, are currently unknown to
15 Plaintiff, who therefore sues Defendant by such fictitious names under Code of Civil Procedure
16 section 474. Plaintiff is informed and believes, and based thereon alleges, that each of the
17 Defendants designated herein as a DOE is legally responsible in some manner for the unlawful
18 acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the
19 true names and capacities of the Defendants designated hereinafter as DOES when such identities
20 become known.

21 10. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a
23 joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each
24 Defendants are legally attributable to the other Defendants.

25 **IV.**

26 **FACTUAL BACKGROUND**

27 11. Plaintiff was employed by Defendants as a construction site representative on or
28 about March 5, 2018. Plaintiff occupied said non- exempt, hourly position until the last day of

his employment on or about March 31, 2021.

12. As a construction site representative, Plaintiff's job duties included, but were not limited to, overseeing sub contractors hired by Defendants' clients, such as California Edison, to perform work at the substations. Plaintiff's job duties focus on ensuring that the workers hired by Defendants' clients at the substations are following safety guidelines and protocols.

13. During the relevant time period, QUANTA UTILITY and UTILITY LINE MANAGEMENT jointly exercised control over the wages, hours and/or work conditions of Defendants and Non Exempt Employees.

14. During the relevant time period, Plaintiff and Non Exempt Employees typically worked five to six days a week. During their scheduled work days, Plaintiff and Class Members were typically scheduled to work eight (8) hour shifts but at times also worked shifts greater than ten (10) hours.

15. During the relevant time period, Defendants implemented policies and practices which resulted in Plaintiff and Non Exempt Employees working off the clock and without compensation. For instance, before the scheduled start of their shifts, Plaintiff and Non Exempt Employees are required to arrive at the work site and/or substation to, among other things, unlock the facility before the workers/subcontractors show up to work. Plaintiff typically arrived at the designated substation on average between fifteen (15) to thirty (30) minutes before the scheduled start of his shifts to perform his required pre shift opening duties. Plaintiff was not compensated for the work performed "off the clock" prior to the scheduled start of the shift.

16. During the relevant time period, Defendants applied a policy of rounding time punches entered before the shift start time forward to the shift start time and time entries after the shift end times backwards to the shift end time. Defendants apply a rounding policy that rounds time entries down to conform to a shift schedule set by Defendants rather than to the actual times worked by Plaintiff and Non-Exempt Employees.

17. After the start of the pandemic, before the start of their shifts, Plaintiff and Non Exempt Employees were required to fill out a Covid-19 questionnaire. Filling out the questionnaire and sending it back took three to five minutes each day for which Plaintiff and Non

1 Exempt Employees did not receive compensation.

2 18. During the relevant time period, there were times after the scheduled end of their
3 shift that Plaintiff and Non Exempt Employees were also required to perform work “off the
4 clock” without compensation. For instance, Plaintiff was required to be the last person to leave
5 the facility after the workers had left. There were times when the workers were delayed in
6 leaving the facility and Plaintiff had to stay on after the scheduled end of this shift for which he
7 was not compensated

8 19. During the relevant time period, Defendants paid Plaintiff and Non Exempt
9 Employees weekly per diem payments which are akin to wages rather than reimbursement for
10 expenses. Defendants did not include the per diem amounts in the regular rate of pay for
11 purposes of calculating overtime wages paid to Plaintiff and Non Exempt Employees.

12 20. During the relevant time period, due to the demands of the work shifts, Plaintiff
13 and Non-Exempt Employees were frequently required to work in excess of five (5) hours
14 without a minimum, uninterrupted thirty (30) minute by the end of the fifth hour of their shift
15 and/or in excess of ten (10) hours without a second 30 minute meal period by the end of the tenth
16 hour of their shift. By way of example, Plaintiff was typically either required to stay on the
17 premises during the entire shift and thus unable to leave for meal breaks or he had to be
18 available by phone during meal breaks. Plaintiff and, on information and belief, Non Exempt
19 Employees were not paid one (1) hour of pay at their regular rate of compensation for each
20 workday that a compliant meal period was not provided, in violation of California labor laws,
21 regulations and IWC Wage Order.

22 21. During the relevant time period, Plaintiff and Non-Exempt Employees were not
23 provided a second 30 minute meal period when they worked in excess of ten hours in a shift.
24 Plaintiff and, on information and belief, Non Exempt Employees were not paid one (1) hour of
25 pay at their regular rate of compensation for each workday that a compliant second meal period
26 was not provided, in violation of California labor laws, regulations and IWC Wage Order.

27 22. During the relevant time period, due to the demands of the work shifts, as
28 discussed herein, Plaintiff and Non Exempt Employees were required to work without being

permitted or authorized a minimum ten (10) minute rest period for every four hours or major fraction thereof worked and not compensated one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided, in violation of California labor laws, regulations, and IWC Wage Orders.

23. During the relevant time frame, Defendants failed to adequately reimburse Plaintiff and Class Members for the protective gear that Plaintiff and similarly situated employees were required to wear in the performance of their job duties. Plaintiff and, upon information and belief, Class Members received an annual stipend of \$150 towards the purchase of the gear and supplies. However, Plaintiff estimates that he spent approximately \$500 annually to purchase the requisite protective gear for which he did not receive adequate reimbursement.

24. During the relevant time period, pursuant to uniform policy and practice, Defendants failed to include non-discretionary compensation such as per diem payments in determining Plaintiff and Non Exempt Employees' regular rate of pay for purposes of sick pay and therefore paid sick leave compensation at a lower rate in violation of California law.

25. On information and belief, Defendants willfully failed to pay all earned wages in a timely manner to Non Exempt Employees during their employment and at the termination of their employment all compensation due, including but not limited to all wages owed and compensation for having failed to properly provide rest periods and meal periods.

26. Defendant have also failed to maintain accurate itemized records reflecting total hours worked and have failed to provide Non Exempt Employees with accurate, itemized wage statements reflecting total hours worked and appropriate rates of pay for those hours worked.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendant currently employ and during the relevant period have employed over one hundred (100) Non Exempt Employees in California.

28. Non-Exempt Employees employed by Defendants, at all times pertinent hereto, have been non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of the IWC California Wage Orders.

1 V.

2 **CLASS ALLEGATIONS**

3 29. Plaintiff seeks to represent a Class comprised of and defined as: All persons who
4 are or were employed by Defendants in the state of California as hourly non exempt employees
5 and who occupied positions of “construction site representative” and similar positions within
6 four (4) years prior to the date this lawsuit is filed (“liability period”) until resolution of this
7 lawsuit (collectively referred to as the “Class” and/or Class Members”).

8 30. Plaintiff also seeks to represent Subclasses which are composed of persons
9 satisfying the following definitions:

10 a. All Class Members in the state of California who were not accurately
11 and fully paid all lawful wages owed to them including proper minimum wage and/or overtime
12 compensation for all their hours worked;

13 b. All Class Members in the state of California who received per diem
14 compensation and were not accurately and fully paid overtime compensation;

15 c. All Class Members in the state of California who have not been provided
16 compliant 30 minute meal period when they worked over five hours in a work shift by the end of
17 the fifth hour and were not provided compensation in lieu thereof;

18 c. All Class Members in the state of California who have not been provided
19 a compliant second 30 minute meal period when they worked over ten hours in a work shift by
20 the end of the tenth hour and were not provided compensation in lieu thereof;

21 d. All Class Members in the state of California who, within the liability
22 period, have not been authorized and permitted to take a minimum ten (10) minute rest period
23 for every four (4) hours or major fraction thereof worked per day and were not provided
24 compensation in lieu thereof;

25 e. All Class Members in state of California who, within the liability period,
26 were not indemnified for expenses incurred in direct consequence of the discharge of their duty;

27 f. All Class Members in state of California who, within the liability period,
28 were not correctly paid sick pay wages;

1 g. All Class Members in the state of California who, within the liability
2 period, were not timely paid all wages due and owed to them during their employment with
3 Defendant;

4 h. All Class Members in the state of California who, within the liability
5 period, were not timely paid all wages due and owed to them upon the termination of their
6 employment with Defendant; and

7 i. All Class Members in the state of California who, within the liability
8 period, were not provided with accurate and complete itemized wage statements.

9 31. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to amend
10 or modify the class description with greater specificity or further division into subclasses or
11 limitation to particular issues.

12 32. This action has been brought and may properly be maintained as a class action
13 under the provisions of section 382 of the Code of Civil Procedure because there is a well-
14 defined community of interest in the litigation and the proposed Class is easily ascertainable.

15 **A. Numerosity**

16 33. The potential members of the Class as defined are so numerous that joinder of all
17 the members of the Class is impracticable. While the precise number of Class Members has not
18 been determined at this time, Plaintiff is informed and believes that Defendants currently employ,
19 and/or during the relevant time period employed, approximately over 100 Non-Exempt
20 Employees in California who are or have been affected by Defendants' unlawful practices as
21 alleged herein.

22 **B. Commonality**

23 34. There are questions of law and fact common to the Class predominating over any
24 questions affecting only individual Class Members. These common questions of law and fact
25 include, without limitation:

- 26 i. Whether Defendant violated Labor Code sections 510, 1194 and applicable IWC
27 Wage Orders by failing to pay all earned wages including correct overtime compensation
28 to Non-Exempt Employees who worked in excess of eight (8) hours in a work day and/or

- 1 more than forty (40) hours in a workweek;
- 2 ii. Whether Defendants also violated Labor Codes sections 200, 1194, and 1197 for
- 3 failing to pay minimum wages for time spent under the Defendants' control and working
- 4 "off the clock" without pay;
- 5 iii. Whether Defendant violated Labor Code sections 226.7, 512 and applicable IWC
- 6 Wage Order by failing to provide statutorily compliant 30 minute meal periods to Non-
- 7 Exempt Employees on days in which they worked in excess of 5 hours and/or 10 hours
- 8 and failing to compensate said employees one hour wages in lieu of meal periods;
- 9 iv. Whether Defendant violated Labor Code section 226.7 and applicable IWC Wage
- 10 Orders by failing to authorize and permit minimum 10 minute rest periods to Non-
- 11 Exempt Employees for every four hours or major fraction thereof worked and failing to
- 12 compensate said employees one hours wages in lieu of rest periods;
- 13 v. Whether Defendant violated Labor Code section 2802 and applicable IWC Wage
- 14 Orders for failing to indemnify employees for the expenditures incurred as a direct
- 15 consequence and/or in the performance of their job duties);
- 16 vi. Whether Defendants violated section 246 of the Labor Code by failing to pay the
- 17 correct sick pay compensation when Class Members took sick leave;
- 18 vii. Whether Defendant violated sections 201-203 of the Labor Code by failing to pay
- 19 all earned wages and/or premium wages due and owing at the time that any Class
- 20 Members' employment with Defendant terminated including the correct sick pay;
- 21 viii. Whether Defendant violated sections 226 of the Labor Code and applicable IWC
- 22 Wage Orders by failing to, among other violations, maintain accurate records of Non-
- 23 Exempt Employees' earned wages, work periods, meal periods and deductions;
- 24 ix. Whether Defendant violated section 17200 *et seq.* of the Business and Professions
- 25 Code through their violation of the above-referenced Labor Code and Civil Code
- 26 sections and applicable IWC Wage Orders which violation constitutes a violation of
- 27 fundamental public policy.

28 **C. Typicality**

35. The claims of the named Plaintiff are typical of the claims of the Class. Plaintiff and all members of the Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

36. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

37. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to the Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policy and/or practice herein complained of.

38. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI. CAUSES OF ACTION

First Cause of Action

Failure to Pay Lawful Wages Including Minimum and/or Overtime Wages
(Lab. Code §§ 510, 1194 1199)
(Against All Defendants)

39. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

40. As alleged herein, during the statutory liability period, Defendants’ policies, practices and work shift requirements resulted in Plaintiff and Non-Exempt Employees working “off the clock” and not receiving compensation for all earned wages including overtime in

violation of California state wage and hour laws.

41. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees working in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without receiving the proper compensation at the rate of time and one-half (1 1/2) of such employee's correct regular rate of pay.

42. As alleged herein, during the statutory liability period, Defendants' policies and/or practices resulted in Plaintiff and Non Exempt Employees not receiving minimum wages for time spent under Defendants' control and working off the clock without pay. Labor Code §1197 provides that employees are to be paid minimum wage for each hour worked, and cannot be averaged the minimum and the payment of a lesser wage than the established is unlawful.

43. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Second Cause of Action

Failure to Provide Lawful Meal Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, 512, IWC Wage Orders)
(Against All Defendants)

44. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

45. As alleged herein, by their failure to provide Plaintiff and Non Exempt Employees a 30 minute uninterrupted meal periods by the end of the fifth hour for days on which Non-Exempt employees work(ed) work periods in excess of 5 hours and/or a second uninterrupted 30 minute meal period by the end of the tenth hour on days in which they worked in excess of 10 hours and not providing compensation for such statutorily non-compliant meal periods, Defendants violated the provisions of Labor Code §512 and applicable IWC Wage Orders.

46. By failing to record and maintain adequate and accurate time records according to sections 226 and 1174 (d) of the Labor Code, Defendants have injured Plaintiff and Class

Members and made it difficult to calculate the unpaid meal period compensation due Plaintiff and Class Members.

47. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

48. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Third Cause of Action
Failure to Provide Rest Periods
Or Compensation in Lieu Thereof
(Lab. Code §§226.7, IWC Wage Orders)
(Against All Defendants)

49. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

50. As alleged herein, by their failure to provide a minimum ten (10) minute rest period for every four hours or major fraction thereof worked per day by Non Exempt Employees, and failing to provide compensation for such non-provided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and IWC applicable Wage Orders.

51. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon under Labor Code §226.7.

52. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Fourth Cause of Action
Failure to Reimburse Employee Expenses
(Lab. Code § 2802)
(Against All Defendants)

53. Plaintiff repeats and incorporates herein by reference each and every allegation set

1 forth above, as though fully set forth herein.

2 54. As alleged herein, by their policy and/or practice of not providing adequate
3 reimbursement for expenses incurred by Plaintiff and Non Exempt Employees as a direct
4 consequence of their job duties, Defendants willfully violated the provisions of Lab. Code §
5 2802.

6 55. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
7 represent are entitled to recovery of full amount of expenses incurred plus interest, attorneys'
8 fees, and costs, under Labor Code § 2802.

9 56. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
10 described herein and below.

11 **Fifth Cause of Action**

12 Failure to Pay Correct Sick Pay Compensation
13 (Lab. Code §246, 218.5 IWC Wage Orders)
(Against All Defendants)

14 57. Plaintiff incorporates by reference and realleges every allegation contained above, as
15 though fully set forth herein.

16 58. Labor Code section 246(l) requires that employers pay sick time pay to non-exempt
17 employees at the employee's regular rate of pay.

18 59. As alleged herein, Defendants failed to compute the correct amount of sick pay
19 paid to Plaintiff and Class Members in conformance with Lab. Code 246(1) by paying at the
20 employee's base hourly rate and not the regular rate of pay; thus paying a lower rate of sick pay
21 compensation.

22 60. Under California law, sick pay is considered wages and Defendants owe Plaintiff
23 and affected Class Members unpaid sick pay wages.

24 61. WHEREFORE, Plaintiff and the Class he seeks to represent, request relief as
25 described herein and below.

26 **Sixth Cause of Action**

27 Failure to Timely Pay Wages During Employment
(Lab. Code § 204)
28 (Against All Defendants)

62. Labor Code section 204 requires that all wages are due and payable twice in each calendar month. The wages required by Labor Code §§ 226.7, 510, 1194, 1197 and other sections became due and payable to Plaintiff and Class Members in each month that he or she was not paid all lawful wages owed or provided with lawful meal period or rest period to which he or she was entitled. Defendants violated Lab. Code §204 by failing to pay said wages when they were due and payable.

63. Labor Code section 210 (a) provides that “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follow:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

64. As a result of the unlawful acts of Defendants alleged herein, Plaintiff and the Class he seeks to represent have been deprived of wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties.

65. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Seventh Cause of Action

Failure to Timely Pay Wages Due At Termination

(Lab. Code §§ 201-203)

(Against All Defendants)

66. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

67. Sections 201 and 202 of the California Labor Code require Defendant to pay its employees all wages due within 72 hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer

1 must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in
2 full or an action is commenced. The penalty cannot exceed 30 days of wages.

3 68. As alleged herein, affected class members are entitled to compensation for all
4 forms of wages earned, including, overtime compensation , minimum wage, correct sick pay
5 wages and compensation for non provided rest and meal periods but to date have not received
6 such compensation therefore entitling them Labor Code section 203 penalties.

7 69. More than 30 days have passed since Plaintiff and affected Class Members have
8 left Defendants' employ, and on information and belief, have not received payment pursuant to
9 Labor Code §203. As a consequence of Defendant's willful conduct in not paying all earned
10 wages, certain Class Members are entitled to 30 days' wages as a penalty under Labor Code
11 section 203 for failure to pay legal wages.

12 70. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as
13 described herein and below.

14 **Eighth Cause of Action**

15 Knowing and Intentional Failure to Comply With Itemized Employee
16 Wage Statement Provisions
(Lab. Code § 226(b))
(Against All Defendants)

17 71. Plaintiff repeats and incorporates herein by reference each and every allegation set
18 forth above, as though fully set forth herein

19 72. Section 226(a) of the California Labor Code requires Defendant to itemize in
20 wage statements all deductions from payment of wages and to accurately report total hours
21 worked by Plaintiff and the members of the proposed class. IWC Wage Orders require Defendant
22 to maintain time records showing, among others, when the employee begins and ends each work
23 period, meal periods, split shift intervals and total daily hours worked in an itemized wage
24 statement, and must show all deductions and reimbursements from payment of wages, and
25 accurately report total hours worked by Plaintiff and the members of the proposed class. On
26 information and belief, Defendant has failed to record all or some of the items delineated in
27 Industrial Wage Orders and Labor Code §226

28 73. As alleged herein, Plaintiff and Class Members have been injured by Defendant's

actions by rendering them unaware of the full compensation to which they were entitled under applicable provisions of the California Labor Code and applicable IWC Wage Orders.

74. Pursuant Labor Code §226, Plaintiff and Class Members are entitled up to a maximum of \$4,000.00 each for record-keeping violations.

75. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

Ninth Cause of Action
Violation of Unfair Competition Law
(Bus. & Prof. Code, §§ 17200-17208)
(Against All Defendants)

76. Plaintiff repeats and incorporates herein by reference each and every allegation set forth above, as though fully set forth herein.

77. Business & Professions Code Section 17200 provides:

As used in this chapter, unfair competition shall mean and include any ***unlawful, unfair*** or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code.) (Emphasis added.)

78. Defendants' violations of the Labor Code and Wage Order provisions set forth above constitute unlawful and/or unfair business acts or practices.

79. The actions of Defendants, as alleged within this Complaint, constitute false, fraudulent, unlawful, unfair, fraudulent and deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

80. Plaintiff and Class Members have been personally aggrieved by Defendants' unlawful and unfair business acts and practices alleged herein.

81. As a direct and proximate result of the unfair business practices of Defendants, and each of them, Plaintiff, individually and on behalf of all employees similarly situated, is entitled to restitution of all wages which have been unlawfully withheld from Plaintiff and members of the Plaintiffs Class as a result of the business acts and practices described herein

82. WHEREFORE, Plaintiff and the Class he seeks to represent request relief as described herein and below.

1 **VII.**

2 **PRAYER**

3 WHEREFORE, Plaintiff prays for judgment as follows:

- 4 1. That the Court determine that this action may be maintained as a class action;
- 5 2. For compensatory damages in an amount according to proof with interest thereon;
- 6 3. For economic and/or special damages in an amount according to proof with interest
- 7 thereon;
- 8 4. For premium wages pursuant to Labor Code §§ 226.7 and 512;
- 9 5. For premium pay and penalties pursuant to Labor Code §§203, 204;
- 10 6. For attorneys' fees, interests and costs of suit under Labor Code §§ 218.5,
- 11 225,1194,2802
- 12 7. For such other and further relief as the Court deems just and proper.

13

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

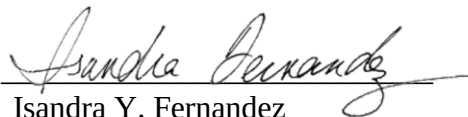
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18 **Dated: June 14, 2021**

JAMES HAWKINS, APLC

19

20 

21 Isandra Y. Fernandez
22 Kacey E. Cook
23 Attorneys for Plaintiff
24 Tony Howell

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EXHIBIT 2

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made and entered into by and between Plaintiff Tony Howell (“Plaintiff”) and Defendants PAR Western Line Contractors LLC DBA QUES F/K/A Quanta Utility Engineering Services, Inc. (“QUES”) and Par Western Line Contractors LLC F/K/A Utility Line Management Services, Inc. (“ULMS”) (collectively, “Defendants”). Plaintiff and Defendants are collectively referred to as the “Parties,” and each individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means the civil action entitled *Tony Howell v. Quanta Utility Engineering Services, Inc., et al.*, Case No. CIVSB2117103, filed on or about June 15, 2021, in the Superior Court of the State of California, County of San Bernardino, alleging wage and hour violations against Defendants.

1.2. “Administrator” means Apex Class Action, LLC, the neutral third-party settlement administrator jointly selected by the Parties to administer the Settlement, subject to Court approval.

1.3. “Administration Expenses Payment” means the amount to be paid to the Administrator from the Gross Settlement Amount for its reasonable fees and expenses, not to exceed the amount approved by the Court based on the Administrator’s bid submitted in connection with Plaintiff’s motion for Preliminary Approval of the Settlement.

1.4. “Aggrieved Employee” means all current and former non-exempt hourly employees employed by Defendants in California during the PAGA Period.

1.5. “Class” means all current and former non-exempt hourly employees employed by Defendants in California who occupied positions of “construction site representative” and/or similar positions during the Class Period.

1.6. “Class Counsel” means James R. Hawkins, Isandra Fernandez, and Anthony L. Draper of James Hawkins APLC, counsel for Plaintiff and the Class and Aggrieved Employees.

1.7. “Class Counsel Fees Payment” means the amount to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable attorneys’ fees incurred in the prosecution of the Action.

1.8. “Class Data” means Class Member and Aggrieved Employee identifying information in Defendants’ possession, including their names, last-known mailing addresses, Social Security numbers, and number of Workweeks and Pay Periods.

1.9. “Class Counsel Litigation Expenses Payment” means the amount to be paid to Class Counsel from the Gross Settlement Amount, subject to Court approval, for reasonable litigation expenses incurred in the prosecution of the Action.

1.10. “Class Member” means any individual who is a member of the Class, whether a Participating Class Member or Non-Participating Class Member.

1.11. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address (“NCOA”) database, skip traces, and direct contact by the Administrator with Class Members and Aggrieved Employees.

1.12. “Class Notice” means the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members and Aggrieved Employees in English and Spanish, in the form, without material variation, attached hereto as Exhibit A and incorporated by reference into this Agreement.

1.13. “Class Period” means the period from June 14, 2017 through March 13, 2025.

1.14. “Class Representative” means the named Plaintiff Tony Howell, who is seeking Court approval to serve as the Class Representative.

1.15. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action, providing services in support of the Action, and as consideration for the general release of all claims by the Class Representative.

1.16. “Complaint” means the operative First Amended Complaint on file in the Action.

1.17. “Court” means the Superior Court of California, County of San Bernardino.

1.18. “Defendants” means PAR Western Line Contractors LLC DBA QUES F/K/A Quanta Utility Engineering Services, Inc. (“QUES”) and Par Western Line Contractors LLC F/K/A Utility Line Management Services, Inc. (“ULMS”).

1.19. “Defense Counsel” means Jennifer N. Lutz, Christine Y. Clark, and Jessica C. O’Malley of Pettit Kohn Ingrassia Lutz & Dolin PC.

1.20. “Effective Date” means the latest of the following dates:

(a) if no Class Member timely intervenes or files a motion to vacate the judgment, the date the Court enters an order granting Final Approval of the Settlement;

(b) if a Class Member timely intervenes or files a motion to vacate the judgment and no appeal follows, sixty-one (61) calendar days after the Court enters an order granting Final Approval of the Settlement; or

(c) if a Class Member timely intervenes or files a motion to vacate the judgment and an appeal or other collateral challenge follows, the date of final resolution of the appeal or collateral attack resulting in final approval of the Settlement.

1.21. “Final Approval” means the Court’s entry of an order granting final approval of the Settlement, conditionally certifying the Class for settlement purposes only, and discharging the Released Parties from liability for all Released Class Claims and Released PAGA Claims.

1.22. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.23. “Final Judgment” means the Judgment entered by the Court upon granting Final Approval of the Settlement.

1.24. “Gross Settlement Amount” means One Million Seven Hundred Twenty Thousand Dollars and Zero Cents (\$1,720,000.00), which is the total amount Defendants agree to pay under the Settlement, exclusive of employer-side payroll taxes and any adjustments pursuant to the Escalator Clause. The Gross Settlement Amount will be used to fund Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

1.25. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount, calculated based on the number of Workweeks worked by that Class Member during the Class Period.

1.26. “Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of Pay Periods worked by that Aggrieved Employee during the PAGA Period.

1.27. “Judgment” means the judgment entered by the Court upon Final Approval of the Settlement.

1.28. “LWDA” means the California Labor and Workforce Development Agency, as referenced in Labor Code section 2699, subdivision (i).

1.29. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties to be paid to the LWDA pursuant to Labor Code section 2699, subdivision (i).

1.30. “Net Settlement Amount” means the Gross Settlement Amount less the following Court-approved payments: Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, LWDA PAGA Payment, and Individual PAGA Payments. The remaining Net Settlement Amount shall be distributed to Participating Class Members on a pro rata basis as Individual Class Payments.

1.31. “Non-Participating Class Member” means any Class Member who timely and validly opts out of the Settlement by submitting a Request for Exclusion to the Administrator.

1.32. “PAGA Period” means the period from June 14, 2020 through March 13, 2025.

1.33. “PAGA” means the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq.

1.34. “PAGA Notice” means Plaintiff’s June 14, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), as referenced in the Action and Complaint.

1.35. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$375,000), with 25% allocated to Aggrieved Employees (\$93,750) and 75% (\$281,250) allocated to the LWDA.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants in California during the PAGA Period.

1.38. “Plaintiff” means Tony Howell, the named Plaintiff and proposed Class Representative in the Action.

1.39. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.42. “Released Parties” means Defendants, and any of their current, former, and/or alleged owners, officers, directors, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys, predecessors, successors, assigns, parents, subsidiaries, affiliates, or other entities that could be considered to have jointly employed any Class Members and Aggrieved Employees.

1.43. “Request for Exclusion” means a written request signed by a Class Member seeking to be excluded from the Class Settlement.

1.44. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may:

(a) fax, email, or mail (postmarked by that date) a Request for Exclusion from the Settlement; or

(b) fax, email, or mail (postmarked by that date) their Objection to the Settlement.

Class Members and Aggrieved Employees to whom Notice Packets are re-sent after having been returned undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the original Response Deadline to submit a Request for Exclusion or an Objection.

1.45. “Settlement” means the disposition of the Action effected by this Agreement, the Judgment, and all orders related thereto.

1.46. “Workweek” means any week during which a Class Member worked for Defendants as a non-exempt employee in California for at least one day during the Class Period.

2. RECITALS.

2.1. On June 15, 2021, Plaintiff commenced the Action by filing a Class Action Complaint in the Superior Court of California, County of San Bernardino, entitled *Tony Howell v. Quanta Utility Engineering Services, Inc., et al.*, Case No. CIVSB2117103. On November 30, 2021, Plaintiff filed a First Amended Class Action Complaint to add a cause of action pursuant to the PAGA. The operative Complaint, filed on behalf of Plaintiff and all other similarly situated non-exempt employees of Defendants, alleges causes of action against Defendants for (1) failure to pay wages; (2) failure to provide meal periods or compensation in lieu thereof; (3) failure to provide rest periods or compensation in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to pay sick pay wages; (6) failure to timely pay wages during employment; (7) failure to timely pay wages at termination of employment; (8) knowing and intentional failure to provide accurate itemized wage statements; (9) unfair business practices in violation of Business and Professions Code sections 17200, et seq., and (10) violation of the PAGA. Defendants dispute each and every allegation in the Action, refute that they violated any law, and deny any and all liability or wrongdoing of any kind.

2.2. Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice on June 14, 2021.

2.3. On October 18, 2022, the Parties participated in a private mediation with Lou Marlin, Esq. but were unable to reach a settlement. On February 11, 2025, the Parties participated in a second private mediation with Steven G. Mehta, Esq. and were unable to reach a settlement at the conclusion of the mediation. On or about August 12, 2025, the Parties accepted a mediator's proposal, resulting in a settlement in principle, which they memorialized in a Memorandum of Understanding ("MOU") executed on or about October 22, 2025.

2.4. Prior to mediation, Plaintiff and Class Counsel, through both formal and informal discovery, obtained and analyzed time and payroll records, policy documents, and personnel materials for members of the proposed Class. Class Counsel, with assistance from a data consultant, evaluated these materials and performed an investigation sufficient to satisfy the standards for settlement approval under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116.

2.5. The Parties now desire to fully and finally resolve the Action and all Released Class Claims and Released PAGA Claims asserted therein on a class and representative basis, subject to Court approval, without any admission of liability, wrongdoing, or violation of any law by Defendants. The Parties enter into this Agreement solely to avoid the burden, expense, and uncertainty of continued litigation and to affect a fair and reasonable compromise of disputed claims.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay One Million Seven Hundred Twenty Thousand Dollars and Zero Cents (\$1,720,000.00) as the Gross Settlement Amount, and to separately pay any and all employer-side payroll taxes owed on the wage portions of the Individual Class Payments. Defendants have no obligation to fund the Gross Settlement Amount (or payroll taxes) prior to the deadline stated in paragraph 4.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without requiring any Participating Class Member or

Aggrieved Employee to submit a claim as a condition of payment. No portion of the Gross Settlement Amount shall revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiff: Subject to Court approval, a Class Representative Service Payment of not more than \$10,000.00 shall be paid to Plaintiff in recognition of his time, effort, and risk in prosecuting the Action (in addition to any Individual Class Payment or Individual PAGA Payment to which he is entitled as a Participating Class Member and Aggrieved Employee). Defendants will not oppose a request for a service award up to this amount. If the Court approves less than the amount requested, the unapproved portion shall be added to the Net Settlement Amount. The Administrator shall issue the Class Representative Service Payment on IRS Form 1099, and Plaintiff shall be solely responsible for any taxes owed on this payment.

3.2.2. To Class Counsel: Subject to Court approval, a Class Counsel Fees Payment of up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated at \$602,000.00) and a Class Counsel Litigation Expenses Payment of up to \$40,000.00 shall be paid to James Hawkins APLC. Defendants will not oppose these requests, provided they do not exceed the specified amounts. If the Court approves less than the amount requested, any unapproved portion shall be added to the Net Settlement Amount. The Administrator shall issue appropriate IRS Forms 1099 to Class Counsel, who shall be solely responsible for all taxes owed on such payments and shall indemnify Defendants from any liability arising therefrom.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$8,990.00 for settlement administration costs shall be paid to the Administrator. If the administration expenses are less than the amount approved, the difference shall be added to the Net Settlement Amount.

3.2.4. To Each Participating Class Member: Each Participating Class Member shall receive an Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the quotient by each Participating Class Member's individual workweeks during the Class Period.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment shall be treated as wages ("Wage Portion") subject to applicable tax withholdings and reported on IRS Form W-2; the remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be treated as interest and penalties ("Non-Wage Portion") reported on IRS Form 1099. Each Participating Class Member shall be solely responsible for any taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class

Payments. The Administrator shall retain amounts equal to the Individual Class Payments that would have been distributed to Non-Participating Class Members in the Net Settlement Amount, for redistribution to Participating Class Members on a pro rata basis. Under no circumstances shall any portion of the Net Settlement Amount revert to Defendants.

3.2.5. To the LWDA and Aggrieved Employees (PAGA Penalties): A total of \$375,000.00 from the Gross Settlement Amount shall be allocated to PAGA Penalties, with twenty-five percent (25%) distributed to Aggrieved Employees as Individual PAGA Payments and seventy-five percent (75%) paid to the LWDA as the LWDA PAGA Payment.

3.2.5.1. Calculation of Individual PAGA Payments: The Administrator shall calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the quotient by each Aggrieved Employee's individual number of Pay Periods worked during the PAGA Period. Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3.2.5.2. Adjustment and Reporting of PAGA Penalties: If the Court approves PAGA Penalties in an amount less than that contemplated in this Agreement, the Administrator shall allocate the unapproved portion to the Net Settlement Amount. The Administrator shall issue IRS Forms 1099 for all Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and all amounts necessary to pay Defendants' share of applicable employer-side payroll taxes by transmitting such funds to the Administrator no later than sixty (60) calendar days after the Effective Date (the "Funding Date").

4.2. Payments from the Gross Settlement Amount. Within fifteen (15) calendar days after Defendants fund the Gross Settlement Amount and employer-side payroll taxes, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. The disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede the disbursement of the Individual Class Payments and Individual PAGA Payments.

4.2.1. Mailing of Payments. The Administrator shall issue checks for Individual Class Payments and Individual PAGA Payments and send them via First-Class U.S. Mail, postage prepaid, to each Participating Class Member and Aggrieved Employee, respectively. The face of each check shall prominently state the date—not less than one hundred eighty (180) calendar days after the date of mailing—on which the check will become void. The Administrator shall cancel all checks not cashed by the void date. The Administrator shall send Individual Class Payment checks to all Participating Class Members (including those whose Class Notice was returned undeliverable) and Individual PAGA Payment checks to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those whose Class Notice was

returned undeliverable). Prior to mailing any checks, the Administrator shall update all mailing addresses using the NCOA database.

4.2.2. Re-Mailing and Replacement Checks. The Administrator shall conduct a Class Member Address Search for any Participating Class Member or Aggrieved Employee whose check is returned as undeliverable without a USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator shall re-mail the check to any forwarding address provided by USPS or to a new address obtained through the Class Member Address Search. The Administrator shall not be required to take further steps for checks re-mailed and again returned as undeliverable. Upon timely request from a Participating Class Member or Aggrieved Employee before the void date, the Administrator shall issue a replacement check if the original was lost, misplaced, or stale-dated.

4.2.3. Uncashed Checks and Unclaimed Funds. For any Participating Class Member or Aggrieved Employee whose Individual Class Payment or Individual PAGA Payment check remains uncashed after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Unclaimed Property Fund, in the name of the payee. This procedure shall result in no "unpaid residue" under California Code of Civil Procedure section 384(b).

4.2.4. Effect of Settlement Payments on Benefits. Payment of the Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to make any additional payments or confer any additional benefits (including, without limitation, 401(k) contributions, bonuses, or benefit-plan credits) beyond those expressly set forth in this Agreement. Such payments shall not be considered for purposes of determining eligibility for, vesting in, or participation in any benefit or welfare plan, including any plan governed by Employee Retirement Income Security Act of 1974 ("ERISA").

5. RELEASES OF CLAIMS. As of the Effective Date, Plaintiff, Class Members, and Aggrieved Employees shall release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff, on behalf of himself and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and forever releases and discharges the Released Parties from all claims, transactions, or occurrences arising out of or relating to his employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Complaint and PAGA Notice; and (b) all claims for civil penalties under the PAGA that were, or reasonably could have been, alleged based on facts contained in the Complaint and PAGA Notice, or ascertained during the Action. This release ("Plaintiff's Release") does not extend to any claims or actions to enforce this Agreement, or to any claims for vested retirement or pension benefits, unemployment benefits, disability benefits, social-security benefits, or workers' compensation benefits that arose at any time related to Plaintiff's employment with Defendants. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, those he now knows or believes to be true, but agrees that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights,

and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Participating Class Members. As of the Effective Date, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have fully and forever released and discharged the Released Parties from any and all claims, demands, causes of action, rights, liabilities, or damages of every kind and nature, known or unknown, suspected or unsuspected, arising during the Class Period and relating to the allegations in the Action, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Complaint, including the (1) failure to pay minimum, regular, and overtime wages, (2) failure to provide meal periods or pay meal period premiums in lieu thereof, (3) failure to provide rest breaks or pay rest break premiums in lieu thereof, (4) failure to reimburse necessary business expenses, (5) failure to provide accurate itemized wage statements, (6) failure to maintain accurate records, (7) failure to timely pay wages during employment, (8) failure to timely pay wages at termination of employment, (9) failure to pay sick pay wages; and (10) unfair business practices pursuant to the Unfair Competition Law (“UCL”), Business and Professions Code §§ 17200, et seq.; and (b) any and all wage-and-hour or related statutory, regulatory, or common-law claims that could have been asserted based on the same facts, matters, transactions, or occurrences alleged therein, including claims premised on any duties or rights under Labor Code sections 200, 201, 202, 203, 204, 210, 212, 218.5, 221, 225, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1199, 2699, and 2802; California Code of Regulations, Title 8, section 11090 et seq.; and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders. This release (the “Class Release”) extends to all theories of relief and direct or derivative claims that can be brought, whether under federal, state, or common law—including, without limitation, claims for violations of the Labor Code, IWC Wage Orders, applicable regulations, the UCL. “Settled Claims” include all forms of relief available for the foregoing claims, including damages, restitution, statutory or civil penalties, interest, attorneys’ fees, costs, and injunctive or declaratory relief. The Final Judgment shall expressly provide that it covers and bars each and every Participating Class Member from asserting any Settled Claims in the future. Participating Class Members, excluding Plaintiff, do not waive the provisions, rights, or benefits of section 1542 of the California Civil Code.

5.3 Release by Aggrieved Employees. As of the Effective Date, all Aggrieved Employees, whether or not they are Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall be deemed to have fully and forever released and discharged the Released Parties from any and all claims to recover civil penalties pursuant to the PAGA for alleged violations of the Labor Code during the PAGA Period that were alleged, or reasonably could have been alleged, in the PAGA Notice that Plaintiff submitted to the LWDA or in the Complaint filed in the Action, including the (1) failure to pay minimum, regular, and overtime wages, (2) failure to provide meal

periods or pay meal period premiums in lieu thereof, (3) failure to provide rest breaks or pay rest break premiums in lieu thereof, (4) failure to reimburse necessary business expenses, (5) failure to provide accurate itemized wage statements, (6) failure to maintain accurate records, (7) failure to timely pay wages during employment, (8) failure to timely pay wages at termination of employment, and (9) failure to pay sick pay wages. This release (the “PAGA Release”) includes, without limitation, all PAGA claims premised on alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 212, 218.5, 221, 225, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198, 1199, 2699, and 2802; and any applicable IWC Wage Orders and regulations, which are resolved by this Settlement. The Final Judgment shall expressly provide that it covers and bars each and every Aggrieved Employee from asserting any claims pursuant to the PAGA Release in the future. Aggrieved Employees, excluding Plaintiff, do not waive the provisions, rights, or benefits of section 1542 of the California Civil Code.

6. MOTION FOR PRELIMINARY APPROVAL. Class Counsel shall prepare and file a motion for preliminary settlement approval (the “Motion for Preliminary Approval”) that complies with the Court’s applicable rules and checklist for class action and PAGA settlements.

6.1 Plaintiff’s Responsibilities. Class Counsel shall prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including a draft notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, and a request for approval of the PAGA portion of the Settlement pursuant to Labor Code section 2699(f)(2); a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; a draft proposed Class Notice; a signed declaration from Plaintiff confirming his willingness and competency to serve as Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with the Class Members, Aggrieved Employees, and/or Administrator; a signed declaration from Class Counsel attesting to their qualifications and competency to represent the Class Members and Aggrieved Employees; and evidence of timely transmission to the LWDA of all required PAGA-related documents, including the PAGA Notice (Labor Code § 2699.3(a)), Complaint (Labor Code § 2699(1)(1)), and this fully executed Agreement (Labor Code § 2699(1)(2)).

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel shall be jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement, obtaining a prompt hearing date for the Motion for Preliminary Approval, and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel shall be responsible for delivering the Court’s Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval or the supporting declarations and documents, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties, meeting in person or by telephone and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval, or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel shall expeditiously meet and confer in good faith to modify this Agreement and otherwise satisfy the Court’s concerns to the extent possible and agreeable to all Parties.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties shall jointly selected Apex Class Action, LLC to perform the duties specified in this Agreement. As a condition of appointment, the Administrator shall agree to be bound by this Agreement and to perform, as a fiduciary, all duties specified herein in exchange for payment of the Court-approved Administration Expenses. The Parties and their respective counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising from prior experience administering settlements.

7.2 Employer Identification Number. The Administrator shall use its own Employer Identification Number for purposes of calculating payroll-tax withholdings and reporting payments to federal and state tax authorities. The Administrator shall report payment of all amounts issued from the Gross Settlement Amount and Net Settlement Amount to all required tax and other authorities, withhold and remit all required taxes consistent with this Agreement, and issue the appropriate IRS and state tax forms.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under U.S. Treasury Regulation section 468B-1.

7.4 Notice to Class Members and Aggrieved Employees.

7.4.1 Class Data: No later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect the privacy of Class Members and Aggrieved Employees, the Administrator shall maintain the Class Data in strict confidence, use it solely for purposes of administering this Settlement, and restrict access to only those employees of the Administrator who require such access to perform their duties under this Agreement. Defendants have a continuing duty to promptly notify Class Counsel if they discover that the Class Data omitted or contained inaccurate identifying information for any Class Member or Aggrieved Employees, and they shall provide corrected or supplemental Class Data as soon as reasonably practicable. Without extending the deadline by which Defendants must initially transmit the Class Data to the Administrator, the Parties and their counsel shall use their best efforts in good faith to cooperate and resolve any issues related to incomplete or omitted Class Data as expeditiously as possible.

7.4.2 Receipt of Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and confirm the total number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods reflected in the Class Data.

7.4.3 Mailing of Class Notice. Using its best efforts to perform as soon as practicable, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator shall mail, via first-class United States Postal Service (“USPS”), the Class Notice substantially in the form attached hereto as Exhibit A to all Class Members and Aggrieved Employees identified in the Class Data. The first page of the Class Notice shall prominently display the estimated dollar amounts of the Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and Pay Periods used to calculate those amounts. Prior to mailing, the Administrator shall update the Class Members and Aggrieved Employees’ addresses using the NCOA database.

7.4.4 Re-Mailing of Returned Class Notices. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undeliverable, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notices to Class Members and Aggrieved Employees whose Class Notice are returned by the USPS as undeliverable a second time.

7.4.5 Extension of Deadlines for Re-Mailed Notices. The deadlines for Class Members to submit written objections, challenges to Workweek and/or Pay Period calculations, or Requests for Exclusion shall be extended by an additional fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator shall inform those Class Members of the extended deadline in the re-mailed Class Notice.

7.4.6 Disputed or Omitted Class Members or Aggrieved Employees. If the Administrator, Defendants or their counsel, or Class Counsel are contacted by—or otherwise become aware of—any person who believes they should have been included in the Class Data and should have received a Class Notice, the Parties shall expeditiously meet and confer in person or by telephone and in good faith to determine whether the person should be included as a Class Member and/or Aggrieved Employee. If the Parties agree to include such person, the Administrator shall promptly send, by overnight delivery, a Class Notice providing that the person shall exercise the options available under this Agreement no later than fourteen (14) calendar days after receipt of the Class Notice, or by the deadline included in the Class Notice, whichever is later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (opt out of) the class action component of the Settlement must send to the Administrator, by fax, email, or mail, a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed. A Request for Exclusion must be a letter from the Class Member or the Class Member's authorized representative that reasonably communicates the Class Member's election to be excluded from the class action component of the Settlement and includes the Class Member's name, address, and email address and/or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. A Class Member may not request to exclude themselves from the PAGA portion of the Settlement.

7.5.2 The Administrator shall not reject a Request for Exclusion as invalid merely because it fails to contain all of the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and that person's desire to be excluded from the class action component of the Settlement. The Administrator's determination shall be final and not appealable or otherwise subject to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may request additional proof of the Class Member's identity, and the Administrator's determination of authenticity shall be final and binding, subject to Court approval.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion shall be deemed a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Class Release under paragraph 5.2 of this Agreement, regardless of whether that Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion shall be deemed a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action component of the Settlement. Consistent with the MOU, because future PAGA claims are subject to claim preclusion upon entry of Judgment, any Non-Participating Class Member who qualifies as an Aggrieved Employee is deemed to have released the PAGA claims identified in paragraph 5.3 of this Agreement and shall still receive an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member and Aggrieved Employee shall have forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members and Aggrieved Employees whose Class Notice is re-mailed, to challenge the number of Workweeks and/or Pay Periods (if any) allocated to that Class Member and Aggrieved Employee, as listed in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email, or mail, and the Administrator shall encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator shall be entitled to presume that the Workweeks and/or Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of the Class Members and Aggrieved Employees' allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise subject to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or Pay Periods, and its determinations of those challenges, to Defense Counsel and Class Counsel.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action component of the Settlement or to any provision of this Agreement, including objections to the fairness, adequacy, or reasonableness of the Settlement, and/or the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment.

7.7.2 Participating Class Members may submit written objections to the Administrator by fax, email, or mail, or may appear in Court personally (or through their own attorney, at their own expense) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to submit a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator mails the Class Notice, plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed.

7.7.3 Non-Participating Class Members shall have no right to object to the class action component of the Settlement or this Agreement.

7.8 Administrator's Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address, and Toll-Free Number. The Administrator shall establish, maintain, and use an internet website to post information of interest to Class Members and Aggrieved Employees, including the date, time, and location of the Final Approval Hearing and copies of this Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval (including the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment), the Final Approval Order, and the Judgment. The Administrator shall translate the Class Notice and any other communications with Class Members and Aggrieved Employees as required and shall maintain and monitor an email address and a toll-free telephone number to receive Class Member and Aggrieved Employee inquiries, faxes, and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator shall promptly review, on a rolling basis, all Requests for Exclusion to ascertain their validity. No later than five (5) calendar days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email to Class Counsel and Defense Counsel a list containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (the "Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion received, whether valid or invalid.

7.8.3 Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of Class Notices mailed or re-mailed, Class Notices returned undeliverable, Class Notices returned undeliverable a second time, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods allocations received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (the "Weekly Report").

7.8.4 Workweek and/or Pay Period Challenges. The Administrator shall have authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member and Aggrieved Employees challenges to the calculation of Workweeks and/or Pay Periods. The Administrator's determination shall be final and not appealable or otherwise subject to challenge, but remains subject to Court review.

7.8.5 Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff must file the Motion for Final Approval of the Settlement, the Administrator shall provide Class Counsel and Defense Counsel with a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the number of Class Notices returned as undeliverable and re-mailed, the number of Class Notices returned as undeliverable a second time, its efforts to locate the Class Members and Aggrieved Employees, the total number of Requests for Exclusion (both valid and invalid) received, the number of written objections received, and attaching the Exclusion List. The Administrator shall supplement its declaration as needed or as requested by the Parties or the Court. Class Counsel shall be responsible for filing the Administrator's declaration(s) with the Court.

7.8.6 Final Report by Settlement Administrator. Within ten (10) calendar days after the Administrator disburses all funds from the Gross Settlement Amount, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing, by employee identification number only, all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator shall prepare and deliver to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel shall be responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE AND ESCALATOR CLAUSE. Defendants estimate that there are approximately one hundred (100) Class Members who worked a total of 16,214 Workweeks during the Class Period, and approximately two hundred sixty-nine (269) Aggrieved Employees who worked a total of 38,295 Pay Periods during the PAGA Period. If the total number of Workweeks ultimately exceeds 17,025 (which is 5% more than assumption of 16,214), the Escalator Clause shall apply, and Defendants shall have the option to either (a) end the Class Period when 17,025 workweeks is reached, or (b) increase the Gross Settlement Amount by the percentage above 5% consistent with the terms of this Agreement.

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) of the total number of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants exercise this election, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; Defendants shall remain responsible for paying all Settlement administration expenses incurred up to the withdrawal date. Defendants shall notify Class Counsel and the Court in writing of their election to withdraw from the Settlement no later than seven (7) calendar days after the Administrator transmits the final Exclusion List to Defense Counsel, and any untimely election to withdraw shall have no effect. The Parties shall thereafter meet and confer in good faith to determine whether a revised settlement can be reached and, if not, shall promptly notify the Court that the Settlement has been terminated.

10. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the Final Approval Hearing, Plaintiff shall file in Court a motion for final approval of the Settlement that also includes a request for approval of the PAGA portion of the Settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order, and a proposed Judgment (collectively, the "Motion for Final Approval"). Class Counsel shall provide drafts of these documents to Defense Counsel no later than seven (7) court days prior to filing, and Class Counsel and Defense Counsel shall expeditiously meet and confer in good faith, in person or by telephone, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement—including, without limitation, the scope of release to be granted by Class Members and Aggrieved Employees—the Parties shall expeditiously

work together in good faith to address the Court's concerns by revising this Agreement as necessary to obtain Final Approval. If the Court does not grant Final Approval of the Settlement in all material respects and the Parties are unable to agree on revisions that satisfy the Court, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Settlement and Agreement, including any obligation by Defendant to pay the amounts that otherwise would have been payable under the Settlement and this Agreement.. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification within the meaning of this paragraph.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court shall retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) resolving such post-Judgment issues as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement—including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment—the Parties, their respective counsel, and all Participating Class Members and Aggrieved Employees waive all rights to appeal from the Judgment, including rights to post-judgment and appellate proceedings, motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. This waiver does not include the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement shall be suspended until the appeal is finally resolved and the Judgment becomes final, except for matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement—including, without limitation, the scope of release to be granted by Class Members and Aggrieved Employees—this Agreement shall be null and void. Nevertheless, the Parties shall expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing equally (50-50) any additional Administration Expenses reasonably incurred after remittitur. An appellate decision modifying or reducing the Court's award of the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification within the meaning of this paragraph, provided that the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will expeditiously work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of disputed claims and is entered into solely to avoid the burden, expense, and uncertainty of continued litigation. Nothing in this Agreement shall be construed as or constitute an admission by Defendants that any of the

allegations in the PAGA Notice and/or Complaint have merit or that Defendants have any liability for any of the claims asserted, nor shall it be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment are for purposes of this Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class or representative action for any reason, and Defendants reserve all available defenses to the claims in the Action. Plaintiff likewise reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action shall have no bearing on and shall not be admissible in any litigation, except as necessary to enforce or effectuate the terms of this Settlement or Agreement.

12.2 Limited Confidentiality Prior to and Following Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree that, until the Motion for Preliminary Approval of the Settlement is granted, they will not disclose, disseminate, or publicize, or cause or permit any other person to disclose, disseminate, or publicize, any of the terms of this Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom shall be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party shall immediately notify all other Parties of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel further agree that, prior to the granting of the Motion for Preliminary Approval, they shall not, directly or indirectly, initiate any conversation or other communication with any third party regarding this Agreement or the matters giving rise to it, except to respond only that "the matter was resolved," or similar words to that effect. Following Preliminary Approval, the Parties shall make no comments to the media or otherwise publicize the terms of the Settlement. Class Counsel, however, may post on its website, "The Firm settled an employment class action with an electrical utility services company for \$1.7 million." Nothing in this paragraph restricts Class Counsel's communications with Class Members or Aggrieved Employees in accordance with their ethical obligations.

12.3 No Solicitation. The Parties separately agree that they, their respective counsel, and their employees shall not solicit, encourage, or otherwise induce any Class Member or Aggrieved Employee to opt out of or object to the Settlement, or to appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members and Aggrieved Employees in accordance with their ethical obligations.

12.4 Integrated Agreement. Upon execution by all Parties and their respective counsel, this Agreement, together with all attached exhibits, shall constitute the entire integrated agreement between the Parties relating to the Settlement and shall supersede any and all prior or contemporaneous oral or written representations, warranties, covenants, agreements, or inducements made to or by any Party, including, without limitation, the MOU.

12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its

terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement, including any amendments to this Agreement.

12.6 Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying this Agreement as necessary, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or upon any modification that may become necessary, the Parties shall refer any such disputes to the mediator Steven G. Mehta, Esq. (the “Mediator”) for final decision, consistent with the terms of the MOU.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their counsel, and approved by the Court.

12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict-of-law principles. The Parties agree that this Settlement constitutes a compromise and resolution of disputed claims not involving undisputed wages and that Labor Code section 206.5 is therefore inapplicable to this Settlement.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of Class Data provided by Defendants in connection with mediation, settlement negotiations, or the implementation of this Settlement, may be used only for purposes of administering and enforcing this Settlement and for no other purpose. Such information shall not be used in any manner that violates any contractual

agreement, statute, or rule of court. No later than ninety (90) calendar days after the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of the Class Data received from Defendants unless, before that date, Defendants make a written request to Class Counsel for the return rather than the destruction of such Class Data.

12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 Calendar Days. Unless otherwise expressly stated, all references to "days" in this Agreement shall mean calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal or California state legal holiday, such date or deadline shall automatically extend to the next business day.

12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Isandra Fernandez & Anthony L. Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618
Email: isandra@jameshawkinsaplc.com; and
anthony@jameshawkinsaplc.com

To Defendants:

Jennifer N. Lutz, Christine Y. Clark, & Jessica C. O'Malley
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, CA 92130
Email: jlutz@pettitkohn.com;
cyclark@pettitkohn.com; and
jomalley@pettitkohn.com

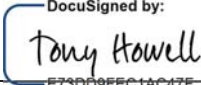
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile, electronically (for example, via DocuSign), or by email, and each such executed counterpart shall be deemed an original for all purposes. All executed counterparts, and each of them, shall together constitute one and the same instrument, and counsel for the Parties may exchange signed counterparts electronically. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. Upon execution of this Agreement, the Parties agree that all proceedings in the Action shall be stayed, except as necessary to effectuate the terms of this Agreement and to seek Court approval of the Settlement. The Parties further agree that, pursuant to California Code of Civil Procedure section 583.330, the time period for bringing the Action to trial under Code of Civil Procedure section 583.310 shall be extended for the entire duration of the

settlement approval process.

BY PLAINTIFF

Dated: 12/29/2025

DocuSigned by:

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TONY HOWELL

BY DEFENDANTS

**PAR WESTERN LINE CONTRACTORS
LLC DBA QUES F/K/A QUANTA UTILITY
ENGINEERING SERVICES, INC.**

Dated: _____

By: Gerrit Burki
Vice President, Finance

**PAR WESTERN LINE CONTRACTORS
LLC F/K/A UTILITY LINE
MANAGEMENT SERVICES, INC.**

Dated: _____

By: Kody Kilshaw
President

12.19 Stay of Litigation. Upon execution of this Agreement, the Parties agree that all proceedings in the Action shall be stayed, except as necessary to effectuate the terms of this Agreement and to seek Court approval of the Settlement. The Parties further agree that, pursuant to California Code of Civil Procedure section 583.330, the time period for bringing the Action to trial under Code of Civil Procedure section 583.310 shall be extended for the entire duration of the settlement approval process.

BY PLAINTIFF

Dated: _____

TONY HOWELL

BY DEFENDANTS

**PAR WESTERN LINE CONTRACTORS
LLC DBA QUES F/K/A QUANTA UTILITY
ENGINEERING SERVICES, INC.**

Dated: 12/19/2026_____



By: Gerrit Burki
Vice President, Finance

**PAR WESTERN LINE CONTRACTORS
LLC F/K/A UTILITY LINE
MANAGEMENT SERVICES, INC.**

Dated: 01/07/2027_____



By: Kody Kilshaw
President

APPROVED AS TO FORM:

BY PLAINTIFF'S COUNSEL

Dated: 12/29/2025

JAMES HAWKINS APLC



James R. Hawkins
Isandra Fernandez
Anthony Draper
Attorneys for Plaintiff
Tony Howell

BY DEFENSE COUNSEL

Dated: January 12, 2026

PETTIT KOHN INGRASSIA LUTZ &
DOLIN PC



Jennifer N. Lutz, Esq.
Christine Y. Clark, Esq.
Jessica C. O'Malley, Esq.
Attorneys for Defendants
**PAR Western Line Contractors LLC dba
QUES f/k/a Quanta Utility Engineering
Services, Inc. and f/k/a Utility Line
Management Services, Inc.**

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Tony Howell v. Quanta Utility Engineering Services, Inc., et al.

San Bernardino Superior Court, Case No. CIVSB2117103

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendants PAR Western Line Contractors LLC DBA QUES F/K/A Quanta Utility Engineering Services, Inc. (“QUES”) and Par Western Line Contractors LLC F/K/A Utility Line Management Services, Inc. (“ULMS”) (collectively, the “Defendants”) for alleged wage and hour violations that are denied by Defendants. The Action was filed by a former employee of Defendants, Tony Howell, (“Plaintiff”), and seeks payment of (1) back wages, penalties, and on behalf of all current and former non-exempt hourly employees employed by Defendants in California who occupied positions of “construction site representative” and/or similar positions during the Class Period (June 14, 2017 through March 13, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all current and former non-exempt hourly employees employed by Defendants in California during the PAGA Period (June 14, 2020 through March 13, 2025) (“Aggrieved Employees”).

Defendants deny the allegations in the Action, deny any failure to comply with the law, and deny any and all liability for the causes of action alleged in the Action. Defendants, however, agreed to settle the Action to avoid the fees, costs, and time associated with the litigation of the Action.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to pay Individual PAGA Payments and pay the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your gross Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked as a Class Member for [REDACTED] workweeks** during the Class Period and **[REDACTED] pay periods** (one-week pay periods) during the PAGA Period. If you believe that you worked more workweeks or pay periods during either period as a non-exempt employee, you can submit a challenge by the deadline date. See Section 4 of this Notice.

Although the Court has not issued any rulings on the merits of the case or concluded that Defendants engaged in any wrongful conduct, the Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will

decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment under which Defendants will make payments consistent with the terms of the Settlement and which requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you are a Class Member and/or Aggrieved Employee, as defined and referenced above, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your ability to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is , 2026	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [REDACTED], 2025	All Class Members who do not opt-out (“ <u>Participating Class Members</u> ”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED], 2026 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED], 2026. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [REDACTED], 2025	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period as a Class Member and how many Pay Periods you worked at least one day during the PAGA Period as an Aggrieved Employee, respectively. The number of Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED], 2025. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendants. The Action alleges that Defendants violated California labor laws by: failing to pay wages; failing to provide meal periods or compensation in lieu thereof; failing to provide rest periods or compensation in lieu thereof; failing to reimburse business expenses; failing to pay sick pay wages; failing to timely pay wages during employment; failing to timely pay wages at termination of employment; knowingly and intentionally failing to provide accurate itemized wage statements; and engaging in unfair business practices in violation of Business and Professions Code section 17200 et seq. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698 et seq.) (“PAGA”). Plaintiff is represented by James R. Hawkins, Isandra Fernandez, and Anthony L. Draper of James Hawkins APLC (“Class Counsel”).

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws. Defendants, however, have chosen to settle the Action to avoid the fees, costs, disruption, and uncertainty associated with the litigation of the Action.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiff are correct on the

merits. In the meantime, Plaintiff and Defendants hired experienced, neutral mediators in an effort to resolve the Action by negotiating to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have voluntarily negotiated and mutually agreed upon a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims, nor do they agree that any of their employees suffered damages of any kind.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims, the strength of the defenses to those claims, and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$1,720,000 as the Gross Settlement Amount (“Gross Settlement”). Defendants have agreed to deposit the Gross Settlement into an account controlled by the neutral, third-party Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and amounts to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement no later than fifteen (15) days after the Effective Date. For purposes of this Settlement, the Judgment will become final on the date the Court enters Judgment, or on a later date if any Participating Class Member objects to the proposed Settlement or if an appeal is filed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$602,000 (35% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$40,000 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Service Award to Plaintiff for initiating the Action, working with Class Counsel, and representing the Class. The Class Representative Service Award will be the only money Plaintiff will receive other than Plaintiff’s Individual Class Payments and any Individual PAGA Payments.
 - C. Up to \$8,990 to the Administrator for services administering the Settlement.

- D. Up to \$375,000 for PAGA Penalties, allocated 75% (\$281,250) to the LWDA PAGA Payment and 25% (\$93,750) in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period pay periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are solely responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (180 days after the check is mailed). If you don’t cash it by the void date, your check will be automatically cancelled, and the funds will be transmitted to the California State Controller’s Unclaimed Property Fund in your name. If that happens, you may contact the Controller’s Office directly to claim your funds under its unclaimed property procedures.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or the Class Member’s representative setting forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude

themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court may decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendants have agreed that, in either case, the Settlement will be void, Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral third-party company, Apex Class Action, LLC (the “Administrator”), to send this Notice, calculate and issue payments, and process Class Members’ Requests for Exclusion. The Administrator will also review and decide Class Member challenges to the number of Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, maintain a toll-free number, email address, and website for inquiries, and perform all other tasks necessary to administer the Settlement. The Administrator’s contact information appears in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and the Effective Date has occurred, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you agree to be subject to the release set forth below and you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for any form of damages or relief based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement, as described more fully in the release below.

The Participating Class Members will be bound by the following release:

All Participating Class Members shall be deemed to have released all Settled Claims, as defined below, for the duration of the Class Period. “Settled Claims” means any and all claims for relief, whether suspected or unsuspected, which Plaintiff and any Participating Class Members had, now have, or may discover in the future against the Released Parties, for any or all claims alleged in the operative Complaint, (as well as all prior complaints filed in the Lawsuit) or which could have been alleged in the Complaint based on the allegations, facts, matters, transactions, or occurrences alleged in the Complaint or that could have been alleged in the Complaint, including claims premised on any duties or rights under Labor Code sections 200, 201, 202, 203, 204, 210, 221, 225, 226, 226.7, 246, 510, 512, 1174, 1194, 1197, 1197.5, 1198, 1199, 2699, 2802, California Code of Regulations, Title 8, section 11090 et seq. and any other applicable Industrial Welfare Commission (“IWC”) Wage Orders, and Business and Professions Code sections 17200-17208. The release of the foregoing claims extends to all theories of relief and direct or derivative claims that can be brought, regardless of whether the claim is, was, or could have been alleged as separate claims, causes of action,

lawsuits, or based on other theories of relief, whether under federal law, state law, or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, California's Business and Professions Code section 17200. "Settled Claims" includes all types of relief available for the above-referenced claims, including, without limitation, any claims for damages, restitution, losses, penalties, fines, liens, attorneys' fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages.

The term "Released Parties," as used herein, means Defendants and any of their current, former, and/or alleged owners, officers, directors, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys, predecessors, successors, assigns, parents, subsidiaries, affiliates, or other entities that could be considered to have jointly employed any Class Members and Aggrieved Employees.

10. Aggrieved Employees' PAGA Release. After the Court's judgment becomes final, all Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge the Released Parties from all claims to recover civil penalties pursuant to the Private Attorneys General Act of 2004 ("PAGA") for alleged violations of the California Labor Code during the PAGA Period that were alleged, or reasonably could have been alleged, in the PAGA Notice that Plaintiff submitted to the California Labor and Workforce Development Agency ("LWDA") or in the First Amended Complaint filed in this Action. The release includes, without limitation, all PAGA claims premised on alleged violations of Labor Code sections 201, 202, 203, 204, 206, 210, 212, 221, 225, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1199, 2699, and 2802, and any applicable Industrial Welfare Commission ("IWC") Wage Orders, which are resolved by this Settlement.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying that quotient by each Participating Class Member's individual workweeks during the Class Period. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.
2. Individual PAGA Payments. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the Aggrieved Employees' twenty-five percent (25%) share of the PAGA Penalties by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying that result by each Aggrieved Employee's individual number of pay periods worked during the PAGA Period. Aggrieved Employees shall assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period as a non-exempt employee and the number of PAGA Pay Periods you worked during the PAGA Period as a non-exempt employee, as recorded in Defendants' records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's determination will be final and not appealable or otherwise subject to challenge.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via first-class United States mail, postage prepaid, to the Participating Class Members (i.e., every Class Member who does not opt-out) including those who also qualify as Aggrieved Employees.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Tony Howell v. Quanta Utility Engineering Services, Inc., et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether

to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least sixteen (16) court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a request for attorneys' fees, litigation expenses and Class Representative Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [REDACTED] or the Court's website <https://sanbernardino.courts.ca.gov/>.

A Participating Class Member who disagrees with any aspect of the Agreement and/or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the *Tony Howell v. Quanta Utility Engineering Services, Inc., et al.* Action and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department S26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court of California, County of San Bernardino website by going to

<https://sanbernardino.courts.ca.gov/> and entering the Case Number for the Action, Case No. CIVSB2117103.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel: Isandra Fernandez & Anthony Draper
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, California 92618

Defendants' Counsel: Jennifer N. Lutz, Christine Y. Clark & Jessica C. O'Malley
PETTIT KOHN INGRASSIA LUTZ & DOLIN PC
11622 El Camino Real, Suite 300
San Diego, CA 92130

Administrator:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the California State Controller's Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.