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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. Kevin C. Lee
DEPT: S-26

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

1 **WHEREAS**, this action is pending before this Court as a preliminarily approved putative
2 class and PAGA representative action (the “Action”) through which Plaintiff Tony Howell
3 (“Plaintiff”) alleged that Defendants Quanta Utility Engineering Services, Inc. and Utility Line
4 Management Services, Inc. (“Defendants”) engaged in various violations of the California Labor
5 Code. Defendants deny all alleged wrongdoing, deny any liability to Plaintiff, to members of the
6 putative class, and to allegedly aggrieved employees, and deny that Plaintiff’s claims are
7 appropriate for class or representative treatment;

8 **WHEREAS**, on April 10, 2026, this Court entered an Order Granting Preliminary
9 Approval of Class Action and PAGA Settlement, resulting in preliminary and conditional
10 certification of the following Class for settlement purposes only: All current and former non-
11 exempt hourly employees employed by Defendants in California who occupied positions of
12 “construction site representative” and/or similar positions from June 14, 2017 through March 13,
13 2025 (“Class Member(s)”).

14 **WHEREAS**, the Court further directed Plaintiff to provide notice to the Class, which
15 informed absent Class Members about the Settlement, including: (a) the proposed Settlement and
16 its material terms; (b) the date, time, and location of the Final Approval Hearing; (c) the right of
17 any Class Member to object to the proposed Settlement and the procedures for doing so; (d) the
18 right of any Class Member to request exclusion from the Settlement and the procedures for doing
19 so; and (e) the procedures by which Class Members would participate in the Settlement;

20 **WHEREAS**, Plaintiff Tony Howell, through an unopposed Motion for Final Approval,
21 has applied to this Court for an Order and Judgment granting final approval of the Class Action
22 and PAGA Settlement Agreement (“Settlement Agreement”), which sets forth the terms and
23 conditions for the settlement and final resolution of this Action, together with evidence
24 establishing that notice was provided in accordance with this Court’s Preliminary Approval
25 Order;

26 **WHEREAS**, the Court, having read and considered Plaintiff’s Motion for Final Approval
27 of Class Action and PAGA Settlement, the Declaration of Anthony L. Draper, the Declaration of
28 Norma Ayala on behalf of Apex Class Action, LLC, all exhibits submitted in support thereof, and

1 all other papers filed in connection with the Motion, and good cause appearing, **IT IS HEREBY**
2 **ORDERED, ADJUDGED, AND DECREED** that Plaintiff's Motion for Final Approval of
3 Class Action and PAGA Settlement is GRANTED, subject to the following findings and orders.

4 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

5 1. This Order incorporates by reference the definitions contained in the Settlement
6 Agreement filed with the Court. Unless otherwise indicated herein, all defined terms shall have
7 the same meaning as set forth in the Settlement Agreement.

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

10 3. The Court hereby grants final approval to and certifies the Settlement Class for
11 settlement purposes only. For purposes of settlement, the Settlement Class is defined as: All
12 current and former non-exempt hourly employees employed by Defendants in California who
13 occupied positions of "construction site representative" and/or similar positions from June 14,
14 2017 through March 13, 2025.

15 4. The Court finds that, for purposes of settlement, the PAGA Group consists of
16 Plaintiff and all Aggrieved Employees, as defined in the Settlement Agreement.

17 5. The Court finds that distribution of the Notice of Class Action and PAGA
18 Settlement was completed in accordance with California Code of Civil Procedure section 382,
19 California Rules of Court rules 3.766 and 3.769, the California and United States Constitutions,
20 the Court's Order Granting Preliminary Approval, and all other applicable law. The Court finds
21 the Notice constituted the best notice practicable under the circumstances and fully satisfied all
22 requirements of due process.

23 6. The Court finds that the California Labor and Workforce Development Agency
24 ("LWDA") received timely notice of the Settlement pursuant to Labor Code section 2699(l) and
25 has not objected to the Settlement.

26 7. The Court finds that there has been one (1) valid Request for Exclusion and zero
27 (0) Objections to the Settlement.
28

1 8. The Court hereby grants final approval of the Settlement Agreement and finds that
2 the Settlement is fair, adequate, reasonable, and the product of informed, arm's-length, non-
3 collusive negotiations. The Court further finds that the Parties conducted sufficient investigation
4 and discovery to evaluate the strengths and weaknesses of the Action and that the Settlement
5 avoids the expense, delay, and uncertainty of continued litigation while providing substantial
6 benefits to the Settlement Class.

7 9. Neither this Settlement Agreement nor this Order constitutes an admission by
8 Defendants or a finding of liability, wrongdoing, or violation of law. Neither this Order, the
9 Settlement Agreement, nor any act performed pursuant thereto shall be construed as an admission
10 of fault or liability.

11 10. Defendants shall fund the Settlement, and the Settlement Administrator shall
12 distribute all settlement payments in accordance with the Settlement Agreement.

13 11. The Court confirms Plaintiff Tony Howell as Class Representative and approves
14 the Class Representative Service Payment of Ten Thousand Dollars (\$10,000.00). The Court
15 finds this amount fair and reasonable in light of Plaintiff's efforts, risks undertaken, and
16 contributions to the litigation.

17 12. The Court confirms James R. Hawkins, Isandra Fernandez, and Anthony L. Draper
18 of James Hawkins APLC as Class Counsel.

19 13. The Court awards attorneys' fees in the amount of Six Hundred Two Thousand
20 Dollars (\$602,000.00) and litigation costs in the amount of Thirty-Three Thousand Five Hundred
21 Fifty-Seven Dollars and Three Cents (\$33,557.03) to Class Counsel. The Court finds these
22 amounts reasonable under applicable California law.

23 14. The Court grants final approval of payment of Three Hundred Seventy-Five
24 Thousand Dollars (\$375,000.00) in PAGA civil penalties. Of that amount, Two Hundred Eighty-
25 One Thousand Two Hundred Fifty Dollars (\$281,250.00) shall be paid to the LWDA and Ninety-
26 Three Thousand Seven Hundred Fifty Dollars (\$93,750.00) shall be distributed to Aggrieved
27 Employees pursuant to the Settlement Agreement.
28

1 15. The Court approves payment to Apex Class Action, LLC in the amount of Eight
2 Thousand Four Hundred Ninety Dollars (\$8,490.00) for administration costs and expenses
3 incurred in administering the Settlement.

4 16. The Court approves and orders funding of the Settlement in accordance with the
5 Settlement Agreement, including all payment and distribution provisions contained therein.

6 17. Except as expressly provided in the Settlement Agreement, Defendants shall have
7 no further liability for attorneys' fees, costs, expenses, interest, or any other liability arising from
8 the Released Claims.

9 18. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of
10 the Settlement Agreement and declares that the Settlement Agreement is binding upon Plaintiff,
11 all Participating Class Members, and all PAGA Group Members, who shall release the Released
12 Parties in accordance with the Settlement Agreement.

13 19. Pursuant to California Rule of Court 3.769(h) and Code of Civil Procedure section
14 664.6, this Court retains continuing jurisdiction over the Parties, the Settlement Class, the PAGA
15 Group Members, and the Settlement Administrator for purposes of interpreting, implementing,
16 enforcing, and effectuating the Settlement Agreement and this Order.

17 20. Counsel shall submit a Final Accounting Report at least _____ calendar days
18 before the Final Accounting Hearing.

19 21. The Court sets a Final Accounting Hearing on _____,
20 2026, at _____ a.m./p.m., in Department S-26 of the above-entitled Court.

21 22. Judgment is hereby entered. This Judgment constitutes a final disposition of the
22 Action and shall have res judicata effect as to Plaintiff, all Participating Class Members, and all
23 PAGA Group Members with respect to the Released Claims set forth in the Settlement
24 Agreement.

25 IT IS SO ORDERED AND ADJUDGED

26
27 Dated: _____

HON. KEVIN C. LEE
Judge of the Superior Court

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