

(SIGNATURE)

PLAINTIFF/PETITIONER: Robert Joseph Pedro II
 DEFENDANT/RESPONDENT: CN Utility Consulting, Inc.

CASE NUMBER:
 21CV00961 (LEAD)/Dept. E

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

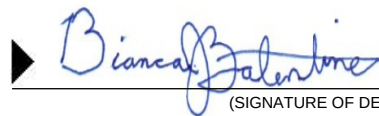
5. Number of pages attached:

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

Date: July 8, 2025

Bianca Balentine

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

FILED

07/03/2025

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Achee, Cynthia

DEPUTY CLERK



Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Selena Matavosian (SBN 348044)
LAWYERS for JUSTICE, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO**

ROBERT JOSEPH PEDRO II, individually,
and on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

CN UTILITY CONSULTING, INC., an Iowa
corporation, and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21CV00961 (Lead Case)
(Consolidated with Case No. 21CV00963)

Honorable Ann C. Moorman
Department E

CLASS ACTION

**~~[PROPOSED]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 27, 2025
Time: 11:00 a.m.
Department: E

Class Complaint Filed: November 30, 2021
PAGA Complaint Filed: November 30, 2021
Trial Date: None Set

1 This matter has come before the Honorable Ann C. Moorman in Department E of the
2 Superior Court of the State of California, for the County of Mendocino, on June 27, 2025, at 11:00
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement.
4 Lawyers *for* Justice, PC appears as counsel for Plaintiff Robert Joseph Pedro II ("Plaintiff"),
5 individually and on behalf of all others similarly situated and other aggrieved employees, and
6 Jackson Lewis P.C. appears as counsel for Defendant CN Utility Consulting, Inc., who merged into
7 Eocene Environmental Group, Inc. post-mediation ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class and Representative Action
13 Settlement and Release ("Settlement," "Agreement," or "Settlement Agreement"), attached as
14 **"EXHIBIT B"** to the Declaration of Selena Matavosian in Support of Plaintiff's Motion for
15 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
16 determination that the Settlement falls within the range of possible approval as fair, adequate, and
17 reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
20 Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
22 and reasonable. It appears to the Court that extensive investigation and research have been conducted
23 such that counsel for the parties at this time are able to reasonably evaluate their and each other's
24 respective positions. It further appears to the Court that the Settlement, at this time, will avoid
25 substantial additional costs by all parties, as well as avoid the delay and risks that would be presented
26 by the further prosecution of the cases. It further appears that the Settlement has been reached as
27 the result of intensive, serious and non-collusive, arms-length negotiations, and was entered into in
28 good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Payment, Settlement Administration
3 Costs, and payments to the Participating Class Members and PAGA Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiff individually and as the Class Representative.

18 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
19 follows:

20 All current and former hourly-paid or non-exempt employees who worked for
21 Defendant within the State of California at any time during the period from
22 November 30, 2017 through the earlier of either: (i) the date of Preliminary Approval
23 of the Settlement, or (ii) the date on which the Workweeks for the instant Actions
and the McCullough and Morales Actions reach 143,000 Workweeks, subject to
Defendant's option to escalate the Maximum Settlement Amount as set forth in
section 12.j of the Settlement Agreement ("Class" or "Settlement Class").

24 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Selena
25 Matavosian of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Robert Joseph Pedro II as the Class
27 Representative.

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1 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of
2 the Settlement (“Settlement Administrator”).

3 10. Within fourteen (14) calendar days of Preliminary Approval, Defendant shall
4 provide the Settlement Administrator with the following information about each Class Member and
5 PAGA Member: (a) last-known full name; (b) Social Security Number; (c) last-known mailing
6 address; (d) last-known telephone number; (e) start and end dates of employment as an hourly-paid
7 or non-exempt employee who worked for Defendant within the State of California at any time during
8 the Class Period and PAGA Period; (f) the total number of Workweeks during the Class Period; and
9 (g) the total number of Pay Periods during the PAGA Period (collectively referred to as the “Class
10 Data”), in conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
13 to Class Members in the manner set forth in the Settlement. The Court finds that the Class Notice
14 appears to fully and accurately inform the Class Members of all material elements of the Settlement,
15 of Class Members’ right to be excluded from the Class Settlement by submitting a Request for
16 Exclusion, of Class Members’ and PAGA Members’ right to dispute the Workweeks and/or the Pay
17 Periods credited to each of them, and of each Participating Class Member’s right and opportunity to
18 object to the Class Settlement. The Court further finds that distribution of the Class Notice
19 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that
20 all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due
21 process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further
22 orders the Settlement Administrator to mail the Class Notice to all Class Members within twenty-
23 one (21) calendar after receiving the Class Data from Defendant, pursuant to the terms set forth in
24 the Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a valid and timely written Request
28 for Exclusion no later than forty-five (45) calendar days from the initial mailing of the Class Notice

1 by the Settlement Administrator (“Response Deadline”), or, in the case of a re-mailed Class Notice,
2 the Response Deadline for that Class Member shall be extended by fifteen (15) calendar days from
3 the initial mailing of the Class Notice. Any Class Member who submits a Request for Exclusion
4 from the Class Settlement is prohibited from making any objections to the Class Settlement. Any
5 Class Member who submits a valid and timely Request for Exclusion will not be a Participating
6 Class Member and will not have any right to object, appeal, or comment on the Class Settlement.
7 Class Members who do not submit a valid and timely Request for Exclusion by the Response
8 Deadline shall be bound by the terms of this Agreement, any Court order approving the terms of the
9 Settlement, and the Final Approval Order and Judgment entered thereon. PAGA Members shall be
10 bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the
11 Class Settlement.

12 13. A Final Approval Hearing shall be held before this Court on
13 **December 5, 2025** at **9:30am** a.m./p.m. in
14 Department E of the Superior Court of California for the County of Mendocino, located at 100 North
15 State Street, Ukiah, California 95482, to determine all necessary matters concerning the Settlement,
16 including: whether the proposed settlement of the action on the terms and conditions provided for in
17 the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether
18 a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
19 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class
20 Members and PAGA Members; and determine whether to finally approve the requests for the
21 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Payment, and Settlement Administration
22 Costs.

23 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for
24 Attorneys’ Fees and Costs, Enhancement Payment, PAGA Payment, and Settlement Administration
25 Costs, along with the appropriate declarations and supporting evidence, including the Settlement
26 Administrator’s declaration, by **October 20, 2025**, to be heard at the
27 Final Approval Hearing.

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1 15. Only Class Members who do not request exclusion from the Class Settlement may
2 object to the Class Settlement by submitting an Objection to the Settlement Administrator prior to
3 the Response Deadline or by presenting their objection orally at the Final Approval Hearing,
4 regardless of whether they submitted a written Objection. The Objection must be signed by the
5 Participating Class Member and contain all information required by this Settlement Agreement. A
6 Participating Class Member who does not object prior to or at the Final Approval Hearing will be
7 deemed to have waived any objections and will be foreclosed from making any objections (whether
8 at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

9 16. The Settlement is not a concession or admission and shall not be used against
10 Defendant as an admission or indication with respect to any claim of any fault or omission by
11 Defendant. Nor shall it or this Order constitute any finding, decision, or determination of fault,
12 wrongdoing, or misconduct by Defendant. Whether or not the Settlement is finally approved, neither
13 the Settlement, nor any document, statement, proceeding or conduct related to the Settlement, nor
14 any reports or accounts thereof, shall in any event be construed as, offered or admitted into evidence
15 as, received as or deemed to be in evidence for any purpose adverse to the Defendant, including, but
16 not limited to, evidence of a presumption, concession, indication or admission by Defendant of any
17 liability, fault, wrongdoing, omission, concession, or damage, or to establish the existence of any
18 condition constituting a violation of, or a non-compliance with state, federal, local or other
19 applicable law. except for legal proceedings concerning the implementation, interpretation, or
20 enforcement of the Settlement.

21 17. In the event the Settlement does not become effective in accordance with the terms
22 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
23 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
24 vacated, and the Parties shall revert back to their respective positions as of before entering into the
25 Settlement Agreement.

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27 ///

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1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and retains jurisdiction to consider all further applications arising out of or connected with
4 the Settlement.

5
6 **IT IS SO ORDERED.**

7
8 Dated: 7/2/2025

By:


The Honorable Ann C. Moorman
Judge of the Superior Court

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Robert Joseph Pedro II v. CN Utility Consulting, Inc.
Superior Court of California for the County of Mendocino
Case Nos. 21CV00961 and 21CV00963

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the Class Settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the Class Settlement, object to the Class Settlement, and/or dispute the number of Workweeks and/or Pay Periods that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Robert Joseph Pedro II ("Plaintiff") and Defendant CN Utility Consulting, Inc. ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties") in the cases entitled *Robert Joseph Pedro II v. CN Utility Consulting, Inc.*, Mendocino County Superior Court, Case No. 21CV00961 ("Pedro Class Action") and *Robert Joseph Pedro II vs. CN Utility Consulting, Inc.*, Mendocino County Superior Court, Case No. 21CV00963 ("Pedro PAGA Action") (together, the "Actions"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Class Period.

"Class Member" means any member of the Class.

"Class Period" means the period from November 30, 2017 through [the earlier of either: (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the McCullough and Morales Actions reach 143,000 Workweeks, subject to Defendant's option to escalate the Maximum Settlement Amount].

"Class Settlement" means the settlement and release of the Released Class Claims.

"McCullough and Morales Actions" means *McCullough v. Wright Tree Service, Inc., et al.*, United States District Court for the Eastern District of California, Case No. 2:23-CV-01927-MCE-DMC/Shasta County Superior Court, Case No. 23CV-0202839, *McCullough v. Wright Tree Service, Inc., et al.*, Shasta County Superior Court, Case No. 23CV-0203309, and *Morales v. Wright Tree Service of the West, Inc.*, United States District Court for the Northern District of California, Case No. 24-cv-00216-LB/Marin County Superior Court, Case No. CV0001290.

"PAGA Member(s)" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the period from September 24, 2020 through [earlier of either (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the McCullough and Morales Actions reach 143,000 Workweeks, subject to Defendant's option to escalate the Maximum Settlement Amount].

"PAGA Settlement" means the settlement and release of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On September 24, 2021, Plaintiff submitted written notice of his intent to pursue civil penalties for various alleged California Labor Code violations to the California Labor and Workforce Development Agency (“LWDA”) and Defendant pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), California Labor Code section 2699, *et seq.* (“PAGA Notice”). On November 30, 2021, Plaintiff initiated a putative class action by filing a Class Action Complaint for Damages (“Pedro Class Complaint”) against Defendant in the Superior Court of California for the County of Mendocino (“Court”), Case No. 21CV00961 (i.e., Pedro Class Action). On November 30, 2021, Plaintiff initiated a PAGA representative action by filing a Complaint for Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, *Et Seq.* (“Pedro PAGA Complaint”) against Defendant in the Court, Case No. 21CV00963 (i.e., Pedro PAGA Action). On [date of Court granting consolidation], the Court consolidated the Pedro Class Action and the Pedro PAGA Action and deemed the Pedro Class Action as the lead case. The Pedro Class Complaint and Pedro PAGA Complaint are together referred to as the “Operative Complaints.”

Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate itemized wage statements, keep complete and accurate payroll records, reimburse necessary business-related expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*, and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies that it violated the law in any way and contends that it timely and properly paid all wages owed; provided all required meal and rest breaks; properly issued accurate, itemized wage statements; provided all reimbursements for business expenses; and did not engage in any unfair competition or violations of PAGA. Defendant has denied, and continues to deny, the factual and legal allegations in the Actions and believe that it has valid defenses to Plaintiff’s claims. Defendant contends that Plaintiff’s claims do not have merit and do not meet the requirements for class certification. Defendant contends that none of the claims alleged by Plaintiff will succeed in court.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class and Representative Action Settlement and Release (“Settlement” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed ILYM Group, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Robert Joseph Pedro II as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
450 North Brand Boulevard, Suite 900
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks and/or Pay Periods credited to you, if you so choose, as explained more fully in Section III below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment. All PAGA Members – regardless of whether they request to be excluded from the Class Settlement – will receive an Individual PAGA Payment.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Actions have merit or that Defendant has any liability to Plaintiff or to Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and

is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members' claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The maximum settlement amount is One Million Seven Hundred Twenty-Four Thousand Five Hundred Dollars and Zero Cents (\$1,724,500.00) (the "Maximum Settlement Amount") to be paid by Defendant. The portion of the Maximum Settlement Amount that is available for distribution to Participating Class Members is referred to as the "Net Class Settlement Amount." The Net Class Settlement Amount will be the Maximum Settlement Amount less the following payments, which are subject to approval by the Court: (1) Attorney's Fees and Costs, consisting of attorneys' fees in an amount up to one-third (1/3) of the Maximum Settlement Amount (i.e., \$574,833.33), and the reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) to Class Counsel; (2) settlement administration costs in an amount not to exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00) to the Settlement Administrator ("Settlement Administration Costs"); (3) PAGA Payment in the amount of One Hundred Forty-Seven Thousand Twenty-Five Dollars and Zero Cents (\$147,025.00); and (4) Enhancement Payment in an amount up to Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to Plaintiff for his services in prosecuting the Actions. Seventy-five percent (75%) of the PAGA Payment, or \$110,268.75, will be paid to the LWDA ("LWDA Payment") and the remaining twenty-five percent (25%) or, \$36,756.25, will be distributed to PAGA Members on a *pro rata* basis ("PAGA Member Amount").

Class Members may be eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Class Settlement Amount ("Individual Settlement Share") based on the number of calendar weeks each Class Member worked for Defendant within the State of California during the Class Period ("Workweeks"). PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount ("Individual PAGA Payment") the number of calendar weeks each PAGA Member worked for Defendant within the State of California during the PAGA Period ("Pay Periods").

The Settlement Administrator has divided the Net Class Settlement Amount by the total number of Workweeks for all Class Members during the Class Period (resulting in the "Class Workweek Value"), and then multiplied the Class Workweek Value by the number of Workweeks worked by each Participating Class Member during the Class period to yield his, her, or their estimated Individual Settlement Share (which is listed in Section III.C below). Class Members who do not submit a valid and timely Request for Exclusion from the Class Settlement ("Participating Class Members") will be issued payment of their final Individual Settlement Payment.

The Settlement Administrator has divided twenty-five percent (25%) of the PAGA Member Amount (\$36,756.25) by the total number of Pay Periods for all PAGA Members during the PAGA Period (resulting in the "PAGA Workweek Value"), and then multiplied the PAGA Pay Period Value by the number of Pay Periods worked by each PAGA Member during the PAGA Period to yield his, her, or their Individual PAGA Payment (which is listed in Section III.C below).

Each Individual Settlement Share will be allocated as twenty percent (20%) disputed wages, which will be reported on an IRS Form W-2, and forty percent (40%) as penalties and forty percent (40%) as interest, which will be reported on an IRS Form-1099 by the Settlement Administrator. Each Individual Settlement Share will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is referred to as "Individual Settlement Payment"). The employer's share of payroll taxes and contributions with respect to the wages portion of Individual Settlement Shares will be paid by Defendant separately and in addition to the Maximum Settlement Amount. Individual PAGA Payments will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on an IRS Form-1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Participating Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks and/or Pay Periods Based on Defendant's Records

According to Defendant's records:

- From November 30, 2017 through [the earlier of either: (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the McCullough and Morales Actions reach 143,000 Workweeks, subject to Defendant's option to escalate the Maximum Settlement Amount] (i.e., Class Period), you are credited as having worked [] Workweeks.
- From September 24, 2020 through [earlier of either (i) the date of Preliminary Approval of the Settlement, or (ii) the date on which the Workweeks for the instant Actions and the McCullough and Morales Actions reach 143,000 Workweeks, subject to Defendant's option to escalate the Maximum Settlement Amount] (i.e., PAGA Period), you are credited as having worked [] Pay Periods.

If you wish to dispute the Workweeks and/or Pay Periods credited to you, you must submit a written letter to the Settlement Administrator at the address specified in Section IV.B below, by mail, postmarked **no later than [the Response Deadline]**. The dispute to Workweeks and/or Pay Periods must: (a) contain the case name and number of the Pedro Class Action, (b) be signed by you, (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number, (d) clearly state that you dispute the number of Workweeks and/or Pay Periods credited to you during the Class Period and/or PAGA Period and what you contend is the correct number(s) to be credited to you, and (e) include information and/or attach documentation demonstrating that the number of Workweeks and/or Pay Periods that you contend should be credited to you are correct.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable)

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks and Pay Periods credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ []. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholding with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [].

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice are only estimates. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiff and all Participating Class Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims that accrued during the Class Period.

Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Plaintiff and the State of California (including the LWDA) with respect to the PAGA Members will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims that accrued during the PAGA Period.

"Released Class Claims" means any and all claims under state, federal, or local law, whether statutory or common law, including, *inter alia*, claims under the California Labor Code, applicable Wage Orders, regulations, and/or other provisions of law, alleged in the Operative Complaints or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaints, arising during the Class Period, including but not limited to claims for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and failure to pay reporting time pay, in violation of California Labor Code §§

201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802 and Industrial Welfare Commission Wage Orders Nos. 4-2001, 5-2001, and 16-2001, and unfair business practices in violation of California Business and Professions Code section 17200, *et seq.* based on the claims alleged; and any claims for injunctive relief, liquidated damages, penalties, interest, fees, and costs related to the aforementioned claims alleged.

“Released PAGA Claims” means any and all claims for civil penalties under PAGA, arising out of the facts alleged in the Operative Complaints and PAGA Notice or that reasonably could have been alleged based on the factual allegations contained in the Operative Complaints and PAGA Notice, arising during the PAGA Period, including but not limited to for failure to pay overtime wages, failure to provide meal periods and associated premiums, failure to provide rest periods and associated premiums, failure to pay minimum wages, failure to pay all wages timely upon termination, failure to timely pay wages during employment, failure to provide compliant itemized wage statements, failure to keep requisite payroll records, failure to reimburse necessary business expenses, and failure to pay reporting time pay, in violation of California Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802 and 2810.5, and Industrial Welfare Commission Wage Orders No. 4-2001.

“Released Parties” means Defendant and all of its present and former parent companies, subsidiaries, divisions, members, joint ventures, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys (including, Defendant’s counsel of record in the Actions), insurers, successors and assigns, and any other individual or entity that could be liable for any of the claims released through this Settlement.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will request attorneys’ fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., up to \$574,833.33) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00) (together, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Maximum Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) in recognition of his services in connection with the Actions (“Enhancement Payment”). The Enhancement Payment will be paid from the Maximum Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his individual settlement payments that he is entitled to under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is currently estimated not to exceed Thirteen Thousand Dollars and Zero Cents (\$13,000.00) (i.e., Settlement Administration Costs) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members and PAGA Members of the Settlement, processing Requests for Exclusion, Objections, and disputes to Workweeks and/or Pay Periods, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Maximum Settlement Amount, subject to approval by the Court.

H. When Will I Receive my Settlement Payment(s)?

Defendant shall fund the Maximum Settlement Amount and the employer’s share of payroll taxes and contributions in connection with the wages portion of Individual Settlement Shares within ten (10) business days of the Effective Date. Within seven (7) business days of the funding of Maximum Settlement Amount, the Settlement Administrator will issue payments due under the Settlement and approved by the Court, as follows: (1) Individual Settlement Payments to the Participating Class Members; (2) Individual PAGA Payments to the PAGA Members; (3) LWDA Payment the LWDA; (4) Enhancement Payment to Plaintiff; (5) Attorneys’ Fees and Costs to Class Counsel; and (6) Settlement Administration Costs to the Settlement Administrator.

“Effective Date” means the date when all of the following events have occurred in the Actions: (1) the Settlement has been executed by all Parties, Class Counsel, and Defense Counsel; (2) the Court has given Preliminary Approval to the Settlement; (3) the Class Notice has been given to Class Members and PAGA Members; (4) the Court has held the Final Approval Hearing and entered a Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement; and (5) sixty-six (66) calendar days have passed since the filing and service of the notice of entry of the Final Approval Order and Judgment certifying the Settlement Class and approving the Settlement. If any appeal, review, writ, motion, *ex parte* application, late objection, post judgment/order challenge, and/or other proceeding opposing the Court’s Final Approval Order and Judgment approving the Settlement have been filed, the Effective Date occurs five (5) business days after any appeal, review, writ, motion, *ex parte* application, late objection, post judgment/order challenge, and/or other proceedings opposing the Settlement has been finally and conclusively dismissed with no right to pursue further remedies or relief, including further appeals. The Effective Date will not have occurred until the after the same above-listed events and conditions have taken place in the McCullough and Morales Actions.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members and PAGA Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by sending a written letter indicating a request to be excluded (“Request for Exclusion”) to the Settlement Administrator by mail at the specified address below, postmarked **no later than [Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

The Request for Exclusion must: (a) contain the case name and number of the Pedro Class Action; (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; and (d) clearly state that you do not wish to be included in the Class Settlement.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment an Individual Settlement Payment, will not be bound by the Class Settlement (or the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a valid and timely Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection (“Objection”) to the Settlement Administrator by mail, postmarked **no later than [Response Deadline]**, or by presenting your objection at the Final Approval Hearing, regardless of whether you have submitted a timely and valid Objection.

The Objection must: (a) be signed by you; (b) contain the case name and number of the Pedro Class Action; (c) contain your full name, telephone number, mailing address, and last four digits of your Social Security Number; (d) clearly state the factual and legal basis for objecting to the Class Settlement; (e) contain copies of any papers, briefs, or other documents upon which the objection is based; (f) indicate whether you are represented by counsel and identify said counsel; and (g) indicate whether you intend to appear at the Final Approval Hearing and seek to be heard at the Final Approval Hearing.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department E of the Superior Court of the State of California for the County of Mendocino, located at 100 North State Street, Ukiah, California 95482, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys’ Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Actions for a fee by visiting the public terminals at the Civil Division, located at 100 North State Street, Ukiah, California 95482, during business hours, or by online by visiting the following website: <https://portal-camendocino.tylertech.cloud/Portal/>.

After arriving at the website, click the “Smart Search” tab at the bottom of the page, then enter the case number in the space provided, and click “Submit.” Click on the case number that appears on the left-hand side, and images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On July 8, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action as follows:

Mia Farber - mia.farber@jacksonlewis.com

JACKSON LEWIS P.C.

725 South Figueroa Street, Suite 2800

Los Angeles, California 90017-5408

Benjamin J. Schnayerson - ben.schnayerson@jacksonlewis.com

JACKSON LEWIS P.C.

50 California Street, 9th Floor

San Francisco, California 94111-4615

Isabella L. Shin - isabella.shin@jacksonlewis.com

JACKSON LEWIS P.C.

160 West Santa Clara Street, Suite 400

San Jose, California 95113

Attorneys for Defendant CN Utility Consulting, Inc.

[X] BY E-MAIL

The above-referenced document(s) was transmitted to the person(s) at the e-mail address(es) listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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[X] STATE
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 8, 2025, at Glendale, California.



Bianca Balentine