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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 FOR THE COUNTY OF RIVERSIDE

10 JORGE LOPEZ, individually, and on behalf of
11 other members of the general public similarly
situated,

12 Plaintiff,

13 vs.

14 PACIFIC UTILITY INSTALLATION, INC., a
California corporation; and DOES 1 through 10,
15 inclusive,

16 Defendants.

Case No. CVRI2302834

Assigned to the Hon. Harold W. Hopp

**~~PROPOSED~~ ORDER AND
JUDGMENT GRANTING MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Date: December 5, 2025

Time: 8:30 a.m.

Place: Department 1

Complaint Filed: June 1, 2023

Trial Date: None Set

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1 bound by this Order.

2 6. The Court has considered all relevant factors for determining the fairness of the
3 settlement and has concluded that all such factors weigh in favor of granting final approval. In particular,
4 the Court finds that the settlement was reached following meaningful discovery and investigation
5 conducted by Plaintiff's Counsel; that the settlement is the result of serious, informed, adversarial, and
6 arm's-length negotiations between the Parties; and that the terms of the settlement are in all respects fair,
7 adequate, and reasonable.

8 7. In so finding, the Court has considered all evidence presented, including evidence
9 regarding the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the
10 likely duration of further litigation; the amount offered in settlement; the extent of investigation and
11 discovery completed; and the experience and views of counsel. The Parties have provided the Court with
12 sufficient information about the nature and magnitude of the claims being settled, as well as the
13 impediments to recovery, to make an independent assessment of the reasonableness of the terms to
14 which the Parties have agreed.

15 8. Accordingly, the Court hereby approves the settlement as set forth in the Settlement
16 Agreement and expressly finds that the settlement is, in all respects, fair, reasonable, adequate, and in the
17 best interests of the entire Settlement Class and hereby directs implementation of all remaining terms,
18 conditions, and provisions of the Settlement Agreement. The Court also finds that settlement now will
19 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
20 to continue to litigate the case. Additionally, after considering the monetary recovery provided by the
21 settlement in light of the challenges posed by continued litigation, the Court concludes that the settlement
22 provides Class Members with fair and adequate relief.

23 9. The Settlement Agreement is not an admission by Defendant or by any other Released
24 Party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant or
25 any other Released Party. Neither this Order, the Settlement Agreement, nor any document referred to
26 herein, nor any action taken to carry out the Settlement Agreement, may be construed as, or may be used
27 as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or liability
28 whatsoever by or against Defendant or any of the other Released Parties.

1 10. With the exception of Gary D. Nordyke who opted out of the Settlement Class, final
2 approval shall be with respect to: All individuals who worked for Defendant in California as non-
3 exempt, hourly employees at any time during the period from June 1, 2019 through February 7, 2025.

4 11. Plaintiff Jorge Lopez is an adequate and suitable representative and is hereby appointed
5 the Class Representative for the Settlement Class. The Court finds that Plaintiff's investment and
6 commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement
7 Class, and that his interests are aligned with those of the Settlement Class.

8 12. The Court hereby awards Plaintiff a Class Representative Enhancement Payment of
9 \$10,000 for his service on behalf of the Settlement Class, and for agreeing to a general release of all
10 claims arising out of his employment with Defendant.

11 13. The Court finds that the attorneys at Capstone Law APC have the requisite
12 qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The
13 Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position
14 of Class Counsel, and hereby appoints Capstone Law APC as counsel for the Settlement Class.

15 14. The settlement of civil penalties under PAGA in the amount of \$30,000 is hereby
16 approved. Seventy-Five Percent (75%), or \$22,500, shall be paid to the California Labor and Workforce
17 Development Agency. The remaining Twenty-Five Percent (25%), or \$7,500, will be paid to PAGA
18 Members.

19 15. The Court hereby awards \$265,000 in attorneys' fees and \$17,934.16 in costs and
20 expenses to Capstone Law APC. The Court finds that the requested award of attorneys' fees is
21 reasonable for a contingency fee in a class action such as this; i.e., one-third of the common fund created
22 by the settlement.

23 16. The Court approves settlement administration costs and expenses in the amount of
24 \$8,500 to CPT Group, Inc.

25 17. All Class Members were given a full and fair opportunity to participate in the Approval
26 Hearing, and all members of the Settlement Class wishing to be heard have been heard. Members of the
27 Settlement Class also have had a full and fair opportunity to exclude themselves from the proposed
28 settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order

1 and Judgment shall be forever binding on all Participating Class Members. These Participating Class
2 Members have released and forever discharged the Released Parties for any and all Released Class
3 Claims during the Class Period:

4 Any and all claims, liabilities, demands, obligations, penalties, costs, expenses,
5 attorney's fees, damages, action or causes of action of whatever kind or nature,
6 whether known or unknown, contingent or accrued, that are alleged or that
7 reasonably could have been alleged based on the facts alleged in the Complaint
8 filed June 1, 2023, and the First Amended Complaint subsequently filed March
9 13, 2024, including but not limited to claims for: (a) overtime violations, (b)
10 minimum wage violations, (c) meal break violations, (d) rest break violations, (e)
11 wage statement violations, (f) failure to timely pay wages at termination, (g) failure
12 to timely pay wages during employment, (h) failure to pay reporting time wages,
13 (i) failure to reimburse business expenses, and (j) Business & Professions Code
violations, Labor Code Sections, 201, 202, 204, 226.7, 512(a), 510, 516, 1021.5,
1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, IWC Wage
Orders, California Business and Professions Code Section 17200, California Code
of Regulations Title 8 Section 11160 Subdivision 5(b), as well as any and all
claims, liabilities, demands, obligations, penalties, costs, expenses, attorney's fees,
damages, action or causes of action of whatever kind or nature, whether known or
unknown, contingent or accrued, that are alleged or that reasonably could have
been alleged by Plaintiff's Complaint or First Amended Complaint based on the
facts alleged therein.

14 18. Additionally, all PAGA Members and the LWDA have released and forever discharged
15 the Released Parties for any and all Released PAGA Claims during the PAGA Period: Any and all
16 claims for civil penalties under PAGA based on alleged Labor Code violations, including but not limited
17 to alleged violations of Labor Code Sections, 201, 202, 204, 226(a), 226.7, 256, 510, 512(a), 516, 558,
18 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2698, 2699, 2699.3, 2699.5, 2802, 2810.5, 6401,
19 6403, IWC Wage Orders that were alleged in the June 28, 2023 PAGA Letter, and subsequent June 29,
20 2023 PAGA Letter.

21 19. Judgment in this matter is entered in accordance with the above findings.

22 20. Without affecting the finality of the Judgment, the Court shall retain exclusive and
23 continuing jurisdiction over the above-captioned action and the parties under Cal. Civ. Proc. Code §
24 664.6, including all Participating Settlement Members and PAGA Members, for purposes of enforcing
25 the terms of the Judgment entered herein.

26 21. This document shall constitute a judgment (and separate document constituting said
27 judgment) for purposes of California Rules of Court, Rule 3.769(h).

28 22. Plaintiff shall give notice of this Order and Judgment to Class Members, pursuant to rule

1 3.771 of the California Rules of Court, by posting an electronic copy of this Order and Judgment on the
2 Settlement Administrator's website.

3 23. The Court sets a compliance hearing for October 6, 2026, at 8:30 a.m., at which time the
4 Court will consider evidence that the distribution process is complete and that a final accounting may be
5 approved. Plaintiff shall file a declaration from the Settlement Administrator regarding the completion of
6 settlement administration activities no later than five (5) court days prior.

7 24. Any envelope transmitting a settlement distribution to a Class Member/PAGA Group
8 Member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."
9 The Settlement Administrator shall mail a reminder postcard to any Class Member whose settlement
10 distribution check has not been negotiated within 60 days after the date of mailing.

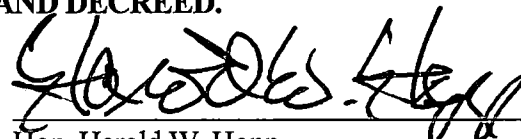
11 25. Any settlement distribution check shall be negotiable for 180 days from the date of
12 mailing.

13 26. If (a) any of the Class Members are current employees of the Defendants, (b) the
14 distribution mailed to those employees is returned to the Settlement Administrator as being
15 undeliverable, and (c) the Settlement Administrator is unable to locate a valid mailing address, the
16 administrator shall arrange with the Defendant to have those distributions delivered to the employees at
17 their place of employment.

18 27. Any checks that are not negotiated upon the expiration of the 180-day time period will
19 be void, and the uncashed funds shall be redistributed to Class Members who did deposit their checks.
20 Those Class Members will then have 90 days to deposit their checks. After the expiration of the 90-day
21 period, any remaining unclaimed funds will be tendered to Riverside Legal Aid: 4129 Main St., Ste. 101
22 Riverside, California 92501.

23
24 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

25
26 Dated: 12/24/25

27 
28 Hon. Harold W. Hopp
Riverside County Superior Court Judge