


**FILED**

12/11/2025

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

Kester, Tracy   
DEPUTY CLERK

1 Arby Aiwasian (SBN 269827)  
2 Joanna Ghosh (SBN 272479)  
3 Yasmin Hosseini (SBN 326399)  
4 Selena Matavosian (SBN 348044)  
5 **LAWYERS for JUSTICE, PC**  
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9 *Attorneys for Plaintiff and the Class*

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

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

15 Plaintiff,

16 vs.

17 CN UTILITY CONSULTING, INC., an Iowa  
18 corporation; and DOES 1 through 100,  
19 inclusive,

20 Defendants.

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

Honorable Ann C. Moorman  
Department E

**CLASS ACTION**

**~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT**

Date: December 5, 2025  
Time: 9:30 a.m.  
Department: E

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 above-entitled Court, located at 100 North State Street, Ukiah, California 95482, on December  
3 5, 2025 at 9:30 a.m., on Plaintiff Robert Jospheh Pedro II's ("Plaintiff") Motion for Final  
4 Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and Enhancement  
5 Payment ("Motion for Final Approval"). Lawyers *for* Justice, PC, appeared on behalf of  
6 Plaintiff and the Class, and Jackson Lewis P.C. appeared on behalf of Defendant CN Utility  
7 Consulting, Inc. ("Defendant").

8 On July 2, 2025, the Court entered the Order Granting Preliminary Approval of Class  
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving  
10 the settlement of the above-entitled actions in accordance with the Stipulation of Class and  
11 Representative Action Settlement and Release ("Settlement," "Agreement," or "Settlement  
12 Agreement"), which, together with the exhibits annexed thereto set forth the terms and  
13 conditions for settlement of the Actions.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and  
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**  
17 **FOLLOWS:**

18 1. The Motion for Final Approval is granted in its entirety. There has been no finding  
19 on the merits of the Actions and Defendant denies any liability.

20 2. This Final Approval Order and Judgment incorporates by reference the definitions  
21 in the Settlement Agreement and Preliminary Approval Order, and all capitalized terms used  
22 herein, but not defined, shall have the same meanings as in the Settlement Agreement and  
23 Preliminary Approval Order.

24 3. Unless otherwise specified, all citations and references to the Private Attorneys  
25 General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") are to the version  
26 of that statute prior to the recent amendment effective July 1, 2024; the amended statute does  
27 not apply to the Actions or the Settlement pursuant to California Labor Code section 2699(v)(1),  
28 as amended, because the notice to the Labor and Workforce Development Agency ("LWDA")

1 was filed prior to June 19, 2024.

2 4. This Court has jurisdiction over the Class Members as it pertains to the Actions  
3 and the claims asserted in the Actions. The Court also has jurisdiction over all parties to the  
4 Actions as it pertains to the Actions and the claims asserted in the Actions.

5 5. The Court finds that the applicable requirements of California Code of Civil  
6 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with  
7 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional  
8 certification of the Class for purposes of the Class Settlement, as set forth in the Preliminary  
9 Approval Order. The Class is hereby defined to include: all current and former hourly-paid or  
10 non-exempt employees who worked for Defendant within the State of California at any time  
11 during the Class Period (i.e., the period from November 30, 2017 through February 24, 2024)  
12 (“Class” or “Class Members”).

13 6. The aggrieved employees for purposes of the PAGA Settlement are hereby  
14 defined to consist of the following individuals: all current and former hourly-paid or non-exempt  
15 employees who worked for Defendant within the State of California at any time during the  
16 PAGA Period (i.e., the time period from September 24, 2020 through February 24, 2024)  
17 (“PAGA Members”).

18 7. The Court finds that the Court-approved Notice of Class Action Settlement  
19 (“Class Notice”) that was provided to the Class Members, fully and accurately informed the  
20 Class Members of all material elements of the Settlement, of their opportunity to participate in  
21 the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the  
22 Class Settlement; the Class Notice was the best notice practicable under the circumstances; was  
23 valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the  
24 State of California, the United States Constitution, due process and other applicable law. The  
25 Class Notice fairly and adequately described the Settlement and provided the Class Members  
26 with adequate instructions and a variety of means to obtain additional information.

27 8. Pursuant to California law, the Court hereby grants final approval to the  
28 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the Class

1 as a whole. More specifically, the Court finds that the Settlement was reached following  
2 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,  
3 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and  
4 arms-length negotiations between the parties. In so finding, the Court has considered all of the  
5 evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk,  
6 expense, and complexity of pursuing the claims presented; the likely duration of further  
7 litigation; the amount offered in the Settlement; the extent of investigation and discovery  
8 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,  
9 including the monetary allocations and payments, appear within the range of reasonableness,  
10 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced  
11 against the probable outcome of further litigation relating to certification, liability, and damages  
12 issues. The Court has further considered the absence of any objections by the Class Members  
13 to the Class Settlement. Accordingly, the Court hereby directs that the Settlement be affected  
14 in accordance with the Settlement Agreement and the following terms and conditions.

15 9. A full opportunity has been afforded to the Class Members to participate in the  
16 Final Approval Hearing, and all Class Members and other persons wishing to be heard have  
17 been heard. The Class Members also have had a full and fair opportunity to exclude themselves  
18 from the Class Settlement. The Court finds that one employee submitted a valid and timely  
19 Request for Exclusion from the Class Settlement. Accordingly, the Court determines that  
20 Plaintiff and all Class Members who did not submit a valid and timely Request for Exclusion  
21 from the Class Settlement (“Participating Class Members”), individually and on behalf of their  
22 respective former and present spouses, representatives, agents, attorneys, heirs, children,  
23 executors, administrators, successors, and assigns, are bound by the Class Settlement and by this  
24 Final Approval Order and Judgment, and thereby, as of the Effective Date and the date that  
25 Defendant fully funds the entire Maximum Settlement Amount and the employer’s share of  
26 payroll taxes and contributions in connection with the wages portion of Individual Settlement  
27 Shares, shall fully and finally release and discharge the Released Parties (as defined in the  
28

1 Settlement Agreement), and each of them, from the Released Class Claims (as defined in the  
2 Settlement Agreement).

3 10. The Court finds that Plaintiff Robert Joseph Pedro II has satisfied the prerequisites  
4 under PAGA, including, and not limited to, providing the LWDA and Defendant with notice of  
5 the specific provisions of the California Labor Code alleged to have been violated, including,  
6 and not limited to, the facts and theories to support the alleged violations, in conformity with  
7 California Labor Code § 2699.3(a). The Court also finds that the Settlement Agreement has been  
8 submitted to the LWDA in conformity with California Labor Code § 2699(l)(2). Pursuant to  
9 California Labor Code § 2699(l)(2), the Court has also considered and reviewed the PAGA  
10 Settlement and the allocation of \$147,025.00 toward civil penalties under the California Private  
11 Attorneys General Act of 2004 (“PAGA Payment”), and the Court finds that they are fair,  
12 reasonable, and appropriate, and hereby approved. The Settlement Administrator shall distribute  
13 the PAGA Payment as follows: the amount of \$110,268.75 to the LWDA (“LWDA Payment”),  
14 and the amount of \$36,756.25 to the PAGA Members (“PAGA Member Amount”), in  
15 accordance with the terms and methodology set forth in the Settlement Agreement.

16 11. The Court determines that, Plaintiff Robert Joseph Pedro II, the State of California  
17 (with respect to PAGA Members), and all PAGA Members, individually and on behalf of their  
18 respective former and present spouses, representatives, agents, attorneys, heirs, children,  
19 executors, administrators, successors, and assigns, are bound by the PAGA Settlement and this  
20 Final Approval Order and Judgment, and thereby, as of the Effective Date and the date that  
21 Defendant fully funds the entire Maximum Settlement Amount and the employer’s share of  
22 payroll taxes and contributions in connection with the wages portion of Individual Settlement  
23 Shares, shall fully and finally release and discharge the Released Parties (as defined in the  
24 Settlement Agreement), and each of them, from the Released PAGA Claims (as defined in the  
25 Settlement Agreement).

26 12. The Court hereby directs that the Settlement be affected in accordance with the  
27 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth  
28 herein.

1           13. The Court finds that payment of the Settlement Administration Costs in the  
2 amount of \$10,650.00 to ILYM Group, Inc. (“ILYM Group” or “Settlement Administrator”), is  
3 appropriate for the services performed and costs incurred and to be incurred for the notice and  
4 settlement administration process, and is hereby approved. It is hereby ordered that the  
5 Settlement Administrator shall issue payment to itself in the amount of \$10,650.00, in  
6 accordance with the terms and methodology set forth in the Settlement Agreement.

7           14. The Court finds that the Enhancement Payment in the amount of \$12,500.00 to  
8 Plaintiff Robert Joseph Pedro II is fair and reasonable, and hereby approved. It is hereby ordered  
9 that the Settlement Administrator issue payment in the amount of \$12,500.00 to Plaintiff Robert  
10 Joseph Pedro II for his Enhancement Payment, according to the terms and methodology set forth  
11 in the Settlement Agreement.

12           15. The Court finds that attorneys’ fees in the amount of \$574,833.33 to Class Counsel  
13 falls within the range of reasonableness and that the results achieved justify the award sought,  
14 and is hereby approved. It is hereby ordered that the Settlement Administrator issue payment  
15 in the amount of \$574,833.33 to Class Counsel for attorneys’ fees, in accordance with the terms  
16 and methodology set forth in the Settlement Agreement.

17           16. The Court finds that reimbursement of litigation costs and expenses in the amount  
18 of \$25,949.30 to Class Counsel is reasonable, and hereby approved. It is hereby ordered that the  
19 Settlement Administrator issue payment in the amount of \$25,949.30 to Class Counsel for  
20 reimbursement of litigation costs and expenses, in accordance with the terms and methodology  
21 set forth in the Settlement Agreement.

22           17. It is hereby ordered that within ten (10) business days after the Effective Date,  
23 Defendant shall make a one-time deposit of the Maximum Settlement Amount of \$1,724,500.00  
24 and the employer’s share of payroll taxes and contributions in connection with the wages portion  
25 of Individual Settlement Shares to the Settlement Administrator, in accordance with the terms  
26 and methodology set forth in the Settlement Agreement.

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1           18. It is hereby ordered that within seven (7) business days of the funding of the  
2 Maximum Settlement Amount, the Settlement Administrator will issue payments due under the  
3 Settlement and approved by the Court, as follows: (1) Individual Settlement Payments to the  
4 Participating Class Members; (2) Individual PAGA Payments to the PAGA Members; (3)  
5 LWDA Payment the LWDA; (4) Enhancement Payment to Plaintiff; (5) Attorneys' Fees and  
6 Costs to Class Counsel; and (6) Settlement Administration Costs to the Settlement  
7 Administrator, in accordance with terms and methodology set forth in the Settlement  
8 Agreement.

9           19. Each Individual Settlement Payment and/or Individual PAGA Payment check will  
10 be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks  
11 are issued, and thereafter, shall be canceled. After the 180-day check-cashing deadline, all funds  
12 associated with such cancelled checks will be transmitted to the following cy près recipient:  
13 CASA of Mendocino & Lake Counties. All Participating Class Members shall be bound by the  
14 terms and conditions of the Class Settlement regardless of whether or not they cash or otherwise  
15 negotiate their Individual Settlement Payment checks. All PAGA Members shall be bound by  
16 the terms and conditions of the PAGA Settlement regardless of whether or not they cash or  
17 otherwise negotiate their Individual PAGA Payment checks.

18           20. After entry of this Final Approval Order and Judgment, pursuant to California  
19 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,  
20 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final  
21 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for  
22 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection  
23 with the distribution of settlement benefits.

24           21. Individualized notice of this Final Approval Order and Judgment is not required.  
25 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on  
26 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the  
27 date of entry of this Final Approval Order and Judgment.

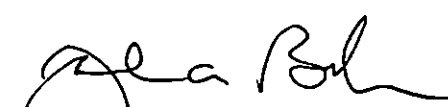
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1           22. A Final Compliance Hearing is set for 10/9/26  
2 at 9:30 a.m./p.m. in Department E. Class Counsel shall submit the Settlement  
3 Administrator's accounting report regarding the status of the funding and disbursement of the  
4 Settlement at least five (5) court days prior to the Final Compliance Hearing.

5           23. This Judgment is intended to be a final disposition in its entirety of the above-  
6 entitled action.

7 **IT IS SO ORDERED AND ADJUDGED.**

8  
9 DATE: 12/10/25

  
The Honorable ~~Ann C. Moorman~~  
Judge of the Superior Court

John A Gehlke