

**FILED**  
Superior Court of California,  
County of Kern  
By: Mckie Fogerson  
Deputy Clerk  
**02/26/2026**

1 DOUGLAS HAN (SBN 232858)  
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF KERN**

12 TERRY TURNER, individually, and on behalf  
13 of other members of the general public  
14 similarly situated;

15 Plaintiff,

16 v.

17 SOLV ENERGY, LLC, a Delaware limited  
18 liability company; and DOES 1 through 100,  
19 inclusive;

20 Defendants.

Case No.: BCV-23-102287-BCB

Assigned for All Purposes to:  
Honorable Bernard C. Barmann  
Division H

**CLASS ACTION**

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

Hearing Date: February 26, 2026  
Hearing Time: 8:30 a.m.  
Hearing Place: Division H

Complaint Filed: July 14, 2023  
FAC Filed: August 22, 2025  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Terry Turner’s (“Plaintiff”)  
2 Motion for Final Approval of Class Action Settlement, and considering papers submitted in  
3 support, including the Class Action and PAGA Settlement Agreement (“Settlement Agreement,”  
4 “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On August 6, 2025, Plaintiff and Defendant SOLV Energy, LLC (“Defendant”) entered  
6 the Settlement Agreement.

7 On October 23, 2025, the Court entered an order preliminarily approving the settlement  
8 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure  
9 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing  
10 the Class Members with an opportunity to object to the Settlement or exclude themselves from  
11 the Class, and scheduling a Final Approval Hearing.

12 On February 26, 2026, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Order of Final Approval and  
14 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise  
15 provided herein, all the capitalized terms in this Order and Judgment shall have the same  
16 meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated and all the  
18 Class Members have been given the opportunity to request exclusion from the Class, the Court  
19 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter  
20 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and  
21 grant final certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all  
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due  
24 process. Accordingly, the Court certifies the Class consisting of all current and former hourly-  
25 paid or non-exempt employees of Defendant within the State of California who worked at any  
26 time during the period from July 13, 2022, through October 23, 2025 and who were subject to  
27 the collective bargaining agreement between: (a) The Southern California District of Laborers of  
28 the Laborers’ International Union of North America and (b) United Contractors Engineering

1 Contractors' Association that was in effect during the period from July 13, 2022, through  
2 October 23, 2025 ("Class," "Class Members," and "Class Period"). There are eight hundred  
3 thirty-seven (837) Class Members who did not submit valid and timely Requests for Exclusion  
4 from the Settlement ("Participating Class Members").

5 4. Adequacy of Representation. Class Counsel fully and adequately  
6 represented the Class in entering and implementing the Settlement Agreement and satisfied the  
7 requirements of Code of Civil Procedure section 382.

8 5. Class Notice. The Court finds that the Court Approved Notice of Class  
9 Action Settlement and Hearing Date for Final Court Approval ("Class Notice") and its  
10 distribution to the Class Members have been implemented pursuant to the Settlement Agreement  
11 and Preliminary Approval Order. The Court finds that the Class Notice:

- 12 a. Constitutes notice reasonably calculated to apprise the Class Members of:
  - 13 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
  - 14 Settlement Agreement and their rights; (iii) their right to object to any
  - 15 aspect of the Settlement Agreement; (iv) their right to exclude themselves
  - 16 from the Settlement Agreement; (v) their right to receive settlement
  - 17 payments; (vi) their right to appear at the Final Approval Hearing; and
  - 18 (vii) the binding effect of the orders and judgment in this lawsuit on all the
  - 19 Participating Class Members;
- 20 b. Constitutes notice that fully satisfied the requirements of Code of Civil
- 21 Procedure section 382, Rule of Court 3.769, and due process;
- 22 c. Constitutes the best practicable notice to the Class Members under the
- 23 circumstances of this lawsuit; and
- 24 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

25 6. Enforcement of the Settlement. Nothing in this Order and Judgment shall  
26 preclude any action to enforce the terms and provisions of the Settlement.

27 7. Binding Effect. The terms and provisions of the Agreement and Order and  
28 Judgment are binding on Plaintiff, Participating Class Members, and Aggrieved Employees.

1           8.       Final Settlement Approval. The terms and provisions of the Settlement  
2 Agreement have been entered into in good faith, resulting from arm’s-length negotiations by  
3 experienced counsel who have carried out and meaningfully investigated the disputed claims.  
4 The Settlement Agreement and all its terms and provisions are fully and finally approved as fair,  
5 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the  
6 Settlement Agreement according to its terms and provisions.

7           9.       Release by the Participating Class Members. Effective on the date when  
8 Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes  
9 owed on the Wage Portion of the Individual Class Payments, all the Participating Class  
10 Members, on behalf of themselves and their former and present representatives, agents,  
11 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all  
12 claims that were alleged, or could have been alleged, based on the facts obtained in the Operative  
13 Complaint and that occurred during the Class Period (“ Released Class Claims”). The Released  
14 Class Claims include: (a) any claims for: (i) unpaid wages (including minimum, regular and  
15 overtime wages); (ii) untimely wage payments at the end of employment; (iii) non-compliant  
16 meal periods; (iv) non-compliant rest periods; (v) non-compliant wage statements; (vi)  
17 unreimbursed business expenses; (vii) violation of Business & Professions Code section 17200 *et*  
18 *seq.*, and (viii) interest, penalties, including, but not limited to, wait time penalties, or premiums  
19 in connection therewith, any claims for violations of Labor Code sections 201-203, 226, 226.7,  
20 510, 512, 1194, 1194.2, 1197, 1198, 2800, and 2802; and (ix) any claims for violations of the  
21 Industrial Welfare Commission Wage Orders as alleged in the Operative Complaint that  
22 occurred during the Class Period; (b) any claims for: (i) injunctive relief; (ii) declaratory relief;  
23 (iii) restitution; (iv) fraudulent business practices; or (v) punitive damages alleged under the  
24 facts, allegations, and/or claims pleaded in the Operative Complaint; and (c) any and all other  
25 claims under the common law, Labor Code, Industrial Welfare Commission Wage Orders, and  
26 Business and Professions Code as alleged under the facts, allegations, and/or claims pleaded in  
27 the Operative Complaint.

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1 a. Release by the Aggrieved Employee. Effective on the date when  
2 Defendant fully funds the entire Gross Settlement Amount and funds all  
3 employer payroll taxes owed on the Wage Portion of the Individual Class  
4 Payments, all the Participating and Non-Participating Class Members, who  
5 are Aggrieved Employees, are deemed to release, on behalf of themselves  
6 and their former and present representatives, agents, attorneys, heirs,  
7 administrators, successors, and assigns, the Released Parties from all  
8 claims for PAGA penalties that were alleged, or could have been alleged,  
9 based on the facts contained in the Operative Complaint and PAGA  
10 Notice (“Released PAGA Claims”). The Released PAGA Claims include:  
11 any claims for: (i) unpaid wages (including minimum, regular and  
12 overtime wages); (ii) untimely wage payments during and at the end of  
13 employment; (iii) failure to pay required sick pay; (iv) failure to provide  
14 one days rest in seven days; (v) non-compliant meal periods; (vi) non-  
15 compliant rest periods; (vii) noncompliant wage statements; (viii) failure  
16 to maintain employee payroll records; (ix) unreimbursed business  
17 expenses; (x) violations of Labor Code sections 201, 202, 203, 204, 210,  
18 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558,  
19 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802; and (xi) any claims  
20 for violations of Industrial Welfare Commission Wage Orders as alleged  
21 in the Operative Complaint that occurred during the PAGA Period.

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1                   b. Release by Plaintiff. Effective on the date when Defendant fully funds the  
2                   entire Gross Settlement Amount and funds all employer payroll taxes  
3                   owed on the Wage Portion of the Individual Class Payments, Plaintiff and  
4                   his former and present spouses, representatives, agents, attorneys, heirs,  
5                   administrators, successors, and assigns generally release and discharge the  
6                   Released Parties from the Plaintiff's Release. Plaintiff also expressly  
7                   waives and relinquishes the provisions, rights, and benefits, if any, of  
8                   section 1542 of the Civil Code.

9                   c. Released Parties. The Released Parties include Defendant and its parents,  
10                  predecessors, successors, all affiliates, subsidiaries, officers, directors,  
11                  members, partners, shareholders, agents, employees, stockholders, and any  
12                  individual or entity which could be jointly liable with Defendant.

13                  10. Gross Settlement Amount. The Court approves the payment of the Gross  
14                  Settlement Amount of \$205,000 to be paid by Defendant.

15                  11. Class Counsel Fees Payment and Class Counsel Litigation Expenses  
16                  Payment. The Court finds the Class Counsel Fees Payment of \$71,750 (35% of the Gross  
17                  Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court  
18                  finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of  
19                  \$17,385.53 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees  
20                  and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement.  
21                  Defendant shall not be required to pay for any other attorneys' fees or costs incurred by Class  
22                  Counsel or any other counsel representing Plaintiff or Class Members. Defendant shall also not  
23                  be required to pay for any other attorneys' fees or costs incurred by Plaintiff or Class Members  
24                  in connection with or related to this matter.

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1 a. The courts have an independent right and responsibility to review the  
2 Class Counsel Fees Payments and to only award so much as determined to  
3 be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004)  
4 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also  
5 supported by the percentage fee method. (*Laffitte v. Robert Half*  
6 *International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results  
7 achieved, financial risk undertaken, difficulty of this matter, skills  
8 required, percentage fees awarded in other cases, and contingent fees  
9 charged in the private marketplace, the Court approves the Class Counsel  
10 Fees Payment of \$71,750.

11 b. The Court has reviewed the Declaration of Douglas Han regarding the  
12 litigation costs expended in prosecuting this matter. Pursuant to the  
13 Agreement, Class Counsel may seek reimbursement of litigation costs of  
14 up to \$20,000. The Court approves the Class Counsel Litigation Expenses  
15 Payment of \$17,385.53.

16 12. Class Representative Service Payment. The Court finds the Class  
17 Representative Service Payment of \$10,000 to be paid to Plaintiff to be reasonable and  
18 appropriate. The Class Representative Service Payment is to be paid pursuant to the terms and  
19 provisions set forth in the Settlement Agreement.

20 a. The rationale for making enhancement payments is that the class  
21 representatives should be compensated for the expense and risk incurred in  
22 conferring a benefit on the Class. The criteria that the courts consider  
23 include: (i) risks to the class representatives in commencing the lawsuit;  
24 (ii) notoriety and personal difficulties encountered; (iii) amount of time  
25 and effort spent by class representatives; (iv) litigation duration; and (v)  
26 personal benefit (or lack thereof) enjoyed by the class representatives.

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1 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's  
2 involvement in this lawsuit. Given the risks inherent in serving as the class  
3 representative, duration of this lawsuit, work performed, and benefits  
4 created for the Class Members, the Court approves the Class  
5 Representative Service Payment of \$10,000.

6 13. Administration Expenses Payment. The Court finds the Administration  
7 Expenses Payment of \$11,950 to be paid to the Administrator to be reasonable and appropriate.  
8 The Administration Expenses Payment is to be paid pursuant to the terms and provisions set  
9 forth in the Settlement Agreement.

10 a. The Court has reviewed the Declaration of Amanda Howard from ILYM  
11 Group, Inc., the Court-approved Administrator. The Court finds that the  
12 notice provided to the Class Members constitutes the best practicable  
13 notice to the Class Members and satisfied due process. The Court also  
14 finds that the Administrator adequately administered the Settlement. The  
15 Court approves the Administration Expenses Payment of \$11,950.

16 14. PAGA Penalties. The Court finds the PAGA Penalties of \$10,000,  
17 seventy-five percent (75%) of which (\$7,500) will be paid to the California Labor and  
18 Workforce Development Agency and twenty-five percent (25%) of which (\$2,500) will be  
19 distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate.  
20 The PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the  
21 Settlement Agreement.

22 15. Fairness of the Settlement Agreement. As noted in the Preliminary  
23 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving  
24 papers, Plaintiff contends that the Settlement Agreement was the product of arm's-length  
25 negotiations following litigation, discovery, and exchange of documentation. The negotiations  
26 were facilitated with the help of Lisa Klerman, an experienced and well-respected mediator.

27 a. There are no objections and no requests for exclusion, demonstrating the  
28 fairness of the Settlement Agreement.

1           16.       Funding of the Gross Settlement Amount. Defendant shall fund the Gross  
2 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual  
3 Class Payments by transmitting the funds to the Administrator within fourteen (14) calendar days  
4 of the Effective Date. Within fourteen (14) calendar days after Defendant fully funds the Gross  
5 Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual  
6 Class Payments, the Administrator will mail checks to the appropriate entities and persons.

7           17.       Uncashed Checks. The Class Members must cash or deposit their  
8 settlement checks within one hundred eighty (180) calendar days after the settlement checks are  
9 issued. The uncashed settlement checks will be canceled and transmitted to the California  
10 Controller's Unclaimed Property Fund in the name of the Class Members.

11           18.       Modification of the Agreement. The Agreement may be amended or  
12 modified only by a written instrument signed by the Parties and their counsel or their  
13 representatives/successors-in-interest. Such amendments or modifications shall be consistent  
14 with this Order and Judgment and cannot limit the rights of the Participating Class Members.

15           19.       Retention of Jurisdiction. The Court has jurisdiction to enter this Order  
16 and Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
17 effectuation, and/or enforcement of the Settlement Agreement and Order and Judgment and for  
18 any other necessary purpose. This includes, without limitation:

- 19           a. Entering such additional orders as may be necessary or appropriate to  
20 protect and/or effectuate this Order and Judgment approving the  
21 Settlement Agreement, to enjoin Plaintiff from initiating or pursuing  
22 related proceedings, and to ensure the fair and orderly administration of  
23 the Settlement Agreement;
- 24           b. Enforcing the terms and provisions of the Settlement Agreement and  
25 resolving any disputes, claims, or causes of action in this lawsuit that, in  
26 whole or in part, are related to or arise out of the Settlement Agreement or  
27 this Order and Judgment; and

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1 c. Entering any other necessary or appropriate orders to protect and  
2 effectuate this Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,  
4 Class Counsel Litigation Expenses Payment, and Class Representative Service Payment is  
5 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

6 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE  
7 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT  
8 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND  
9 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
10 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE  
11 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

12 IT IS SO ORDERED.

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14 DATED: February 26, 2026

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17 HONORABLE BERNARD C. BARMANN  
18 SUPERIOR COURT JUDGE  
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