

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Daniel McCabe (“Plaintiff”) and Defendant Summit Electrical, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means Plaintiff’s First Amended Class and Representative Action Complaint alleging wage and hour violations against Defendant captioned *McCabe, et al. v. Summit Electrical, Inc.*, filed on May 23, 2024 and pending in the Superior Court of the State of California, County of San Diego, Case No. 37-2024-00012319-CU-OE-CTL.
- 1.2. “Administrator” means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Approval Order” means the Court Order Granting Approval of this Class Action and PAGA Settlement.
- 1.5. “Court” means the Superior Court of California, County of San Diego.
- 1.6. “Defendant” means named Defendant Summit Electrical, Inc.
- 1.7. “Defense Counsel” means John A. Schena and Mikayla R. Preus of Schwartz, Semerdjian, Cauley, Schena, & Bush LLP.
- 1.8. “Effective Date” is the later of the following: (a) if no timely objections are filed or if all objections are withdrawn, the date upon which the Court enters an order approving the Settlement; (b) if an objection is filed and not withdrawn, the date for filing an appeal and no such appeal being filed; or (c) if any timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that does not alter the terms of the settlement.
- 1.9. “Gross Settlement Amount” means Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Administration Expenses Payment, the Service Payment, and the PAGA Settlement Amount will be subtracted from the Gross Settlement Amount to create the Net Settlement Amount.
- 1.10. “Individual PAGA Payment” means a PAGA Member’s pro rata share of 25% of the

PAGA Settlement Amount, calculated based on the number of Work Weeks the PAGA Member worked during the PAGA Period.

- 1.11. “Individual Class Action Payment” means a Class Action Member’s pro rata share of the Net Settlement Amount, calculated based on the number of Work Weeks the Class Action Member worked during the Class Action Period relative to the total number of Work Weeks worked by all Class Action Members during that period.
- 1.12. “Judgment” means the judgment entered by the Court based upon the approval of the Settlement.
- 1.13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled under Labor Code section 2699, subd. (i).
- 1.14. “LWDA PAGA Payment” means 75% of the PAGA Settlement Amount.
- 1.15. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Administration Expenses Payment and the PAGA Settlement Amount.
- 1.16. “PAGA Settlement Amount” means \$25,000.00. The PAGA Settlement Amount will be designated as PAGA Penalties, and will be split 75% to the LWDA PAGA Payment and 25% to the PAGA Members.
- 1.17. “Class Counsel” means Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez, and any other attorney at Haines Law Group, APC acting on behalf of Plaintiff, the State of California, and the PAGA and Class Action Members in the Action.
- 1.18. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Members” means all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the PAGA Period.
- 1.20. “Class Action Members” means all current and former non-exempt and/or hourly-paid employees who worked for Defendant in the State of California at any time during the Class Action Period.
- 1.21. “PAGA and Class Action Members List” means the identifying information of PAGA and Class Action Members in Defendant’s possession, including each Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total PAGA Work Weeks; (7)

total Class Action Work Weeks; and (8) any other information required by the Administrator to effectuate the terms of the Settlement.

- 1.22. “PAGA and Class Action Member Address Search” means the Administrator’s investigation and search for current mailing addresses of PAGA and Class Action Members, using all reasonably available sources, methods, and means, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator with the Members.
- 1.23. “PAGA Work Week” means any Work Week during which a PAGA Member worked for Defendant for at least one day during the PAGA Period.
- 1.24. “Class Action Work Week” means any Work Week during which a Class Action Member worked for Defendant for at least one day during the Class Action Period.
- 1.25. “PAGA Period” means the period from March 18, 2023 to June 26, 2025.
- 1.26. “Class Action Period” means the period from March 15, 2020 to June 26, 2025.
- 1.27. “Settlement Period” means the period from March 15, 2020 to June 26, 2025, which includes both the PAGA Period and Class Action Period.
- 1.28. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698 *et seq.*).
- 1.29. “PAGA Notice” means Plaintiff’s March 18, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.30. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the PAGA Settlement Amount, allocated 25% to the PAGA Members and 75% to the LWDA in settlement of PAGA claims.
- 1.31. “Plaintiff” means Daniel McCabe, the named plaintiff in the Action.
- 1.32. “Released Claims” means the claims being released by Plaintiff and the PAGA and Class Action Members as described in Paragraph 5 below.
- 1.33. “Released Parties” means: Summit Electrical, Inc. and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries.
- 1.34. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.35. “Settlement Notice” means the cover letter to be mailed by the Administrator to each PAGA and Class Action Member along with Individual PAGA Payment checks and Individual Class Action Payment checks in substantially the form that is attached hereto as Exhibit A. The Administrator will be responsible for providing a copy of the

Settlement Notice in both English and Spanish.

- 1.36. “Service Payment” means the payment to Plaintiff, separate from and in addition to his Individual PAGA and Class Action Payments, and subject to approval by the Court, for his participation in representing the State of California and the PAGA and Class Action Members in the Action.

2. RECITALS.

- 2.1. On March 15, 2024, Plaintiff commenced this Action by filing his Class Action Complaint for (1) failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198), (2) minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197), (3) meal period violations (Labor Code §§ 226.7, 512, 558), (4) rest period violations (Labor Code §§ 226.7, 516, 558), (5) failure to reimburse necessary business expenses (Labor Code §§ 2802, 2804), (6) wage statement violations (Labor Code §226 *et seq.*), (7) waiting time penalties (Labor Code §§ 201-203), and (8) unfair competition (Bus. & Prof. Code § 17200 *et seq.*) (the “Complaint”).
- 2.2. Plaintiff filed a First Amended Class and Representative Action Complaint on May 23, 2024, which added a ninth cause of action for civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (the “Operative Complaint”).
- 2.3. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.4. On April 1, 2025 the Parties participated in an all-day mediation presided over by Abe Melamed, Esq. Although the matter did not settle that day, the Parties exchanged additional information and continued settlement negotiations. Mediator Melamed made a mediator’s proposal on June 19, 2025, which led to this Agreement to settle the Action.
- 2.5. Prior to mediation, Plaintiff obtained, through formal and informal discovery, documents produced by Defendant which included a sampling of timekeeping records and payroll information for the PAGA and Class Action Members; Defendant’s policies related to Plaintiff’s claims; and Plaintiff’s personnel file. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) and no more as the Gross Settlement Amount. This payment is to be made

in three (3) equal installments over three (3) years from the Judgment entering final approval of the settlement, with the first installment to be made within 12 months after the Judgment entering final approval. Each subsequent installment will be made within 12 months of the previous payment. Defendant has no obligation to pay the first installment of the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the Gross Settlement Amount without asking or requiring PAGA or Class Action Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant. Subject to Court approval, Class Counsel will have the option to either direct the Administrator to distribute each of the three (3) installments as they are paid by Defendant, or to retain the installments in escrow and distribute the total Gross Settlement Amount after the final settlement installment is paid by Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To Plaintiff: A Service Payment to Plaintiff of not more than Ten Thousand Dollars and Zero Cents (\$10,000.00). The Service Payment is in addition to whatever monetary settlement Plaintiff is entitled to recover from the Net Settlement Amount as a PAGA and Class Action Member. Any amount of the Service Payment not approved by the Court will become part of the Net Settlement Amount.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of no more than one-third of the Gross Settlement Amount, currently estimated to be One Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$166,666.67), and a Class Counsel Litigation Expenses Payment of no more than Forty Thousand Dollars and Zero Cents (\$40,000.00). Defendant will not oppose any request for Court approval of these payments, provided the amounts requested do not exceed these amounts. Plaintiff and/or Class Counsel will file an application or motion for approval of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. If the Court approves either payment in an amount less than requested, the difference will be allocated to the Net Settlement Amount. Released Parties will have no liability to Class Counsel or any other plaintiff's counsel arising from any claim to any portion of the Class Counsel Fees Payment or the Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Form 1099s. Class Counsel assumes full responsibility and liability for any taxes owed on these payments and will hold Defendant harmless, and indemnify Defendant, for any dispute or controversy regarding division or sharing of such payments.

3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$6,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than the requested amount, the Administrator will retain the remainder in the

Net Settlement Amount.

3.2.4. To the Class Action Members:

3.2.4.1. The Administrator will calculate each Individual Class Action Payment by: (a) dividing the amount of the Net Settlement Amount by the total number of Class Action Work Weeks worked by all Class Action Members during the Class Action Period and (b) multiplying the result by each Class Action Member's Class Action Work Weeks. Class Action Members assume full responsibility and liability for any taxes owed on their Individual Class Action Payment.

3.2.4.2. The Administrator will apportion each Individual Class Action Payment as ninety percent (90%) penalties and interest and ten percent (10%) wages. The wage portion will be reported on an IRS Form W-2. The penalties and interest portion will be reported on an IRS Form 1099.

3.2.4.3. Defendant will be responsible for paying the employer-side portion of payroll taxes (including, but not limited to, the employer's share of FICA, FUTA, and SUTA) on the amounts allocated as wages pursuant to Section 3.2.4.2. These employer-side taxes will be paid in addition to the Gross Settlement Amount.

3.2.5. To the LWDA and PAGA Members: \$25,000.00 is the amount of PAGA Penalties to be paid to the LWDA and to the PAGA Members, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the PAGA Members' 25% share of PAGA Penalties by the total number of PAGA Work Weeks worked by all PAGA Members during the PAGA Period, and (b) multiplying the result by each PAGA Member's PAGA Work Weeks. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. The Administrator will apportion each Individual PAGA Payment as one hundred percent (100%) penalties and interest. This amount will be reported on an IRS Form 1099.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA and Class Action Member Work Weeks. Based on a review of their records to date, Defendant estimates there are 188 PAGA and Class Action Members who worked 23,000 Work Weeks during the Settlement Period.

4.2. PAGA and Class Action Members List. Within fourteen (14) days after the Court's order granting approval of the Settlement, Defendant will deliver the PAGA and Class Action

Members List to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA and Class Action Members' privacy rights, the Administrator must maintain the PAGA and Class Action Members List in confidence, use the PAGA and Class Action Members List only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA and Class Action Members List to Administrator employees who need access to the PAGA and Class Action Members List to effect and perform under this Agreement. Notwithstanding this provision, Class Counsel will also receive redacted data that will only disclose an identification number attributed to each PAGA and Class Action Member and their associated PAGA Work Weeks and Class Action Work Weeks. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the PAGA and Class Action Members List omitted employee identifying information and to provide corrected or updated PAGA and Class Action Members' information as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the PAGA and Class Action Members List to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted PAGA or Class Action Members.

- 4.3. Funding of Gross Settlement Amount. The Gross Settlement Amount of \$500,000.00 will be paid by Defendant in three (3) equal installments in the amount of \$166,666.67. The three (3) equal installment payments will be made over three (3) years from the date of Judgment entering final approval of the Settlement and terms of the same. Defendant will tender the first installment payment within 12 months of Judgment entering final approval of the Settlement. Each subsequent installment payment will be made within 12 months of the previous payment.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant's payment of final installment payment pursuant to Section 4.3 above, the Administrator will mail checks for all Individual PAGA and Class Action Payments, the LWDA PAGA Payment, the Service Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment. Disbursement of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment will not precede disbursement of Individual PAGA and Class Action Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and Individual Class Action Payments, along with the Settlement Notice, and send them to the PAGA and Class Action Members via First Class U.S. Mail, postage prepaid. The face of each check will prominently state the date (180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct a PAGA and Class Action Member Address Search for all PAGA and Class Action Members whose checks are returned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS

forwarding address provided or to an address ascertained through the PAGA and Class Action Member Address Search. The Administrator need not take further steps to deliver checks to PAGA and Class Action Members whose re-mailed checks are returned as undelivered. The Administrator will promptly send a replacement check to any PAGA or Class Action Member whose original check was lost or misplaced, if requested by the PAGA or Class Action Member prior to the void date.

4.4.3. For any PAGA and Class Action Member whose Individual PAGA Payment or Individual Class Action Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the PAGA or Class Action Member.

4.4.4. The payment of Individual PAGA Payments and Individual Class Action Payments will not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA and Class Action Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Upon the Effective Date, Plaintiff and the PAGA and Class Action Members will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Settlement Period, including, but not limited to all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Settlement Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release will be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Class Action Members:

All Class Action Members are deemed to release the Released Parties, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all claims under the Bus. & Prof. Code § 17200 and California Labor Code which Plaintiff and/or the Class Action Members had, or may claim to have, against Defendant, arising out of the violations alleged in the Operative Complaint or the PAGA Notice, or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice, including, but not limited to, claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804, Bus. & Prof. Code § 17200, and Industrial Welfare Commission Wage Orders, including *inter alia*, any applicable Wage Orders. The Class Action Members also release the Released Parties from any and all related claims for attorneys' fees, damages, and costs.

5.3 Release by PAGA Members:

All PAGA Members are deemed to release the Released Parties, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all PAGA claims (California Labor Code Private Attorneys General Act of 2004 and Labor Code sections 2698 *et seq.*) for the recovery of civil penalties, which Plaintiff and/or the PAGA Members had, or may claim to have, against Defendant, arising out of the violations alleged in the Operative Complaint or the PAGA Notice, or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice, including, but not limited to PAGA claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804.

6. MOTION FOR APPLICATION FOR APPROVAL OF SETTLEMENT.

- 6.1 Plaintiff's and Class Counsel's Responsibilities. Plaintiff will prepare and submit for filing with the Court all documents necessary for obtaining approval of this Settlement under California Rules of Court, Rule 3.769 and Labor Code Section 2699, subd. (f)(2)) including but not limited to: (i) a proposed Order Granting Approval of PAGA and Class Action Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of PAGA and Class Action Members List; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with PAGA and Class Action Members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, or Defense Counsel; (iii) a signed declaration from Class Counsel attesting to their timely

transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with the PAGA and Class Action Members and/or the Administrator. In their declarations, Class Counsel will aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement. Class Counsel is responsible for delivering the Court's Approval Order to the Administrator.

- 6.2 Duty to Cooperate. Defendant agrees that it will not oppose Plaintiff's motion for approval of the Settlement as long as it is in conformity with the Settlement Agreement, nor will it seek to delay the hearing on this motion for more than thirty (30) days from the date selected by Plaintiff. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator will have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator will establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.

Based on its records, Defendant estimates that, as of the date of this Agreement, (1) there are 188 PAGA and Class Action Members who worked 23,000 Work Weeks during the Settlement Period. Should the qualifying Work Weeks worked by the PAGA and Class Action Members during the Settlement Period ultimately increase by more than 10% (i.e., there are 25,301 or more Work Weeks), Defendant will have the option to either: (1) increase

the Gross Settlement Amount by \$21.73 per additional Work Week worked by the PAGA and Class Action Members above the 10% threshold (for example, if the number of Work Weeks increases by 11% to 25,530 Work Weeks, the Gross Settlement Amount will increase by \$21.73 x 230), or (2) shorten the Settlement Period to a date just before the 10% Work Week threshold is exceeded.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits will constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor will anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court. After this Agreement has been submitted to the Court in connection with seeking approval of the Settlement, it may not be changed, altered, or modified, except in a writing signed by the counsel for the Parties, subject to approval by the Court. Notwithstanding the forgoing, the Parties agree that any dates contained or contemplated in this Agreement may be modified by agreement of counsel for the Parties in writing without approval by the Court if the Parties agree and cause exists for such modification.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders

entered during Action and in this Agreement relating to the confidentiality of information will survive the execution of this Agreement.

- 10.12 Use and Return of PAGA Members List. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA and Class Action Members List provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and Class Counsel will destroy all paper and electronic versions of the PAGA and Class Action Members List received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of the PAGA and Class Action Members List. Notwithstanding this provision, Class Counsel is entitled to retain an archival copy of all pleadings, motion papers, deposition transcripts, hearing transcripts, legal memoranda, correspondence, expert reports, attorney work product, and consultant and expert work product.
- 10.13 Neutral Employment Reference. Defendant agrees that it will adopt a neutral reporting policy regarding any future employment references related to Plaintiff. In the event that any potential or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant will only provide Plaintiff's dates of employment and job titles during employment. Defendant will not refer to the Action or this Settlement.
- 10.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement will be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline will be on the first business day thereafter.
- 10.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Paul K. Haines
phaines@haineslawgroup.com
Fletcher W. Schmidt
fschmidt@haineslawgroup.com
Andrew J. Rowbotham

arowbotham@haineslawgroup.com
Susan J. Perez
sperez@haineslawgroup.com
Haines Law Group, APC
2155 Campus Drive, Suite 180
El Segundo, California 90245

To Defendant:

John A. Schena
john@sscelaw.com
Mikayla R. Preus
mikayla@sscelaw.com
Schwartz Semerdjian Cauley Schena & Bush LLP
101 West Broadway, Suite 810
San Diego, California 92101

- 10.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement will be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 10.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation will be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.
- 10.19 Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this agreement or to declare rights and/or obligations under this agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IT IS SO AGREED:

Date: 08/25


Daniel McCabe (Aug 19, 2025 17:32:26 PDT)

Daniel McCabe, Plaintiff


Date: _____

Summit Electrical, Inc., Defendant
Name: _____
Position: _____

APPROVED AS TO FORM:

Date: 08/20/2025

HAINES LAW GROUP, APC



Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Susan J. Perez
Attorneys for Plaintiff Daniel McCabe

Date: _____

**SCHWARTZ, SEMERDJIAN, CAULEY,
SCHENA, & BUSH LLP**

John A. Schena
Mikayla R. Preus
Attorneys for Defendant Summit Electrical,
Inc.

IT IS SO AGREED:

Date: _____

Date: 8/19/2025

Daniel McCabe, Plaintiff

DocuSigned by:
Robert Liles

Summit Electrical, Inc., Defendant
Name: Robert Liles
Position: Vice President

APPROVED AS TO FORM:

Date: _____

HAINES LAW GROUP, APC

Paul K. Haines
Fletcher W. Schmidt
Andrew J. Rowbotham
Susan J. Perez
Attorneys for Plaintiff Daniel McCabe

Date: _____

**SCHWARTZ, SEMERDJIAN, CAULEY,
SCHENA, & BUSH LLP**

inPreus

John A. Schena
Mikayla R. Preus
Attorneys for Defendant Summit Electrical,
Inc.

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

DANIEL MCCABE, as an individual and on behalf of
all others similarly situated,

Plaintiff,

vs.

SUMMIT ELECTRICAL, INC., a California
Corporation,

Defendant.

Case No. 37-2024-00012319-CU-OE-CTL

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt and/or hourly-paid employees who worked for Summit Electrical, Inc. (“Summit Electrical”) in the State of California at any time from March 15, 2020 to June 26, 2025.

A COURT AUTHORIZED THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY

**THIS NOTICE IS PROVIDED TO YOU IN ENGLISH AND SPANISH
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT**

You may be entitled to money from this Settlement. Summit Electrical’s records show that you were employed by Summit Electrical as a non-exempt and/or hourly-paid employee in California at some time between March 15, 2020 and June 26, 2025 (the “Class Action Period”). The Court ordered that this Notice of Class Action Settlement (“Notice”) be sent to you because you may be entitled to money under the Settlement and because the Settlement may affect your legal rights.

The purpose of this Notice is to provide you with a brief description of the class and representative action lawsuit identified at the top of this page (“Lawsuit”), to inform you of the terms of the Settlement, to describe your rights in connection with it, and to explain what steps you may take to participate in, object to, or exclude yourself from it. If you do not exclude yourself from the Settlement and the Court grants final approval, you will be bound by its terms and any final judgment, and you will be mailed your share of the Settlement funds. Notice of the final judgment will be posted online at <<ADMIN WEBSITE URL>>.

What is this case about?

Plaintiff Daniel McCabe (“Plaintiff”) brought this Lawsuit against Summit Electrical, asserting claims on behalf of himself and all current and former non-exempt and/or hourly-paid employees who worked for Summit Electrical in the State of California at any time during the Class Action Period (“Class Action Members” or “Settlement Class”). Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Class Action Members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Summit Electrical: (1) failed to pay all overtime wages; (2) failed to pay minimum wages for all hours worked; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenses; (6) failed to furnish accurate, itemized wage statements; (7) failed to pay wages upon termination; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Private Attorneys General Act (“PAGA”).

Summit Electrical denies all of Plaintiff’s allegations. Summit Electrical denies that it owes Class Action Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability by Summit Electrical, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the parties' best interests and the interests of Class Action Members to settle the Lawsuit on the terms summarized in this Notice.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Summit Electrical, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Summit Electrical, your decision about whether to participate in the Settlement will not affect your employment. California law and Summit Electrical's policy strictly prohibit unlawful retaliation. Summit Electrical will not take any adverse employment action against, or otherwise target, retaliate, or discriminate against any Class Action Member because of his or her decision to participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff and Class Action Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 2155 Campus Drive, Ste. 180 El Segundo, California 90245 Telephone: (424) 292-2350 Facsimile: (424) 292-2355	Attorneys for Defendant Summit Electrical: SCHWARTZ SEMERDJIAN CAULEY SCHENA & BUSH LLP John A. Schena (SBN 269567) john@sscelaw.com Mikayla R. Preus (SBN 355008) mikayla@sscelaw.com 101 West Broadway, Suite 810 San Diego, CA 92101 Telephone: (619) 236-8821 Facsimile: (619) 236-8827
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt and/or hourly-paid employees who worked for Summit Electrical in the State of California at any time from March 15, 2020 to June 26, 2025. Class Action Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Summit Electrical, as described below in the “Release” section.

Subject to final Court approval, Summit Electrical will pay \$500,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Class Action Members, Class Counsel's attorneys' fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative's Service Payment.

Summit Electrical will pay the Gross Settlement Amount in three (3) equal installments of \$166,666.67. The first payment is due within 12 months of the Court granting final approval of the Settlement (assuming no objections or appeals). Each of the remaining two payments is due within 12 months of the previous payment.

The following deductions from the Gross Settlement Amount will be requested by Plaintiff:

Settlement Administration Costs. The Court has approved Apex Class Action Administration to serve as the “Settlement Administrator,” which is sending this Notice to you and will perform duties relating to the Settlement.

The Court has approved setting aside up to \$6,750.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Counsel's Attorneys' Fees and Expenses. Class Counsel have prosecuted the Lawsuit on behalf of the Class Action Members on a contingency fee basis (that is, without being paid to date) and have paid all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Gross Settlement Amount. Class Action Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will request fees of up to one-third of the Gross Settlement Amount (currently estimated at \$166,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel will also ask for reimbursement of up to \$40,000.00 for verified costs incurred by Class Counsel in connection with the Lawsuit.

Class Representative's Service Payment. Class Counsel will ask the Court to award up to \$10,000.00 to Plaintiff as the Class Representative's service payment. This is intended to compensate Plaintiff for his service and additional work performed on behalf of the Class Action Members.

PAGA Payment to the LWDA and PAGA Members. The parties have agreed to allocate \$25,000.00 of the Gross Settlement Amount as PAGA civil penalties. Under Labor Code § 2699(i), 75% of these penalties (\$18,750.00) will be payable to the LWDA for its share, and the remaining 25% (\$6,250.00) will be payable to individuals with PAGA standing (the "PAGA Members") as part of the Net Settlement Amount.

Calculation of Individual Class Action Payments to Class Action Members. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Action Members who do not submit a valid and timely Request for Exclusion (described below) based on the following formula:

- (i) First, the Settlement Administrator will distribute the 25% share of PAGA civil penalties (\$6,250.00) to PAGA Members proportionally based on the number of workweeks each worked for Summit Electrical in California between March 18, 2023, and June 26, 2025 (the "PAGA Period"). This payment is referred to as the "Individual PAGA Payment" on your Notice of Settlement Award.
- (ii) The remainder of the Net Settlement Amount will be distributed to participating Class Action Members based on their proportionate number of workweeks worked during the Class Action Period as follows: (a) dividing the Net Settlement Amount by the total number of Class Action workweeks worked by all Class Action Members during the Class Action Period, and (b) multiplying the result by each Class Action Member's workweeks. This payment is referred to as the "Individual Class Action Payment" on your Notice of Settlement Award.

Individual Class Action Payments to Class Action Members. If the Court grants final approval of the Settlement, Individual Class Action Payments will be mailed to Class Action Members who did not submit a valid and timely Request for Exclusion after Summit Electrical makes the third and final settlement installment. The Administrator will mail checks within 14 days after the final installment is paid. Each participating Class Action Member who receives an Individual Class Action Payment must cash the check within 180 days from the date the Settlement Administrator mails it. The Settlement Administrator will distribute any funds resulting from checks not cashed within the 180-day check cashing deadline to the State Controller of California to be deposited in the California Unclaimed Property Fund in the names of the Class Action Members whose checks were not cashed.

Allocation and Taxes. Each Individual Class Action Payment will be allocated as 90% penalties and interest and 10% wages. The Settlement Administrator will be responsible for issuing to participating Class Action Members an IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W2 (for amounts paid as wages). Payments made to PAGA Members will be attributed 100% to penalties and paid via an IRS Form 1099. Summit Electrical will pay all employer-side payroll taxes on the wage portion in addition to the Gross Settlement Amount. The Settlement Administrator will be responsible for calculating and withholding all employee-share payroll taxes and other legally required withholdings from each Individual Class Action Payment. Class Action Members will be responsible for paying appropriate taxes due on the Individual Class Action Payment each receives. The Settlement Administrator, Summit Electrical and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Class

Action Members should consult with their tax advisors concerning the tax consequences and treatment of payments received under the Settlement.

Release. If the Court approves the Settlement, each Class Action Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Summit Electrical, and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries (collectively “Released Parties”) from any and all claims under the Bus. & Prof. Code § 17200 and California Labor Code which Plaintiff and/or the Class Action Members had, or may claim to have, against Summit Electrical, arising out of the violations alleged in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), including, but not limited to, claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804, Bus. & Prof. Code § 17200, and Industrial Welfare Commission Wage Orders, including inter alia, any applicable Wage Orders. The Class Action Members also release the Released Parties from any and all related claims for attorneys’ fees, damages, and costs (collectively, the “Released Claims”). The time period covered by this release is the Class Action Period.

All PAGA Members, regardless of whether they opt-out of the Settlement, will release and discharge Summit Electrical and the Released Parties on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all PAGA claims (California Labor Code Private Attorneys General Act of 2004 and Labor Code sections 2698 *et seq.*) for the recovery of civil penalties, which Plaintiff and/or the PAGA Members had, or may claim to have, against Summit Electrical, arising out of the violations alleged in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), including, but not limited to PAGA claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804 (collectively the “PAGA Released Claims”). The time period covered by this release is the PAGA Period.

Conditions of Settlement. The Settlement along with the associated releases described above are conditioned upon the Court holding a final approval hearing and entering a final order and judgment certifying the Settlement Class and approving this Settlement.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will receive your Individual Class Action Payment, which has been calculated for you based on the formula set forth above and stated in the accompanying Notice of Settlement Award. You will also be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Class Action Payment is based on the proportionate number of workweeks that you worked during the Class Action Period and PAGA Period. The information contained in Summit Electrical’s records regarding this information, along with your Individual Class Action Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than <<RESPONSE DEADLINE>>. **DO NOT SEND ORIGINALS. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR RETAINED.**

The parties and the Settlement Administrator will evaluate any information and evidence submitted by you and discuss in good faith how to resolve any disputes submitted by you. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than

<<RESPONSE DEADLINE>>, with your name, address, telephone number, last four digits of your Social Security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MCCABE, ET AL. V. SUMMIT ELECTRICAL, INC.* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 37-2024-00012319-CU-OE-CTL. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at <<ADMINISTRATOR CONTACT INFO>>. Any person who submits a valid and timely Request for Exclusion from the Settlement will, upon receipt by the Settlement Administrator, no longer be a Class Action Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement (except for any payment of PAGA civil penalties, if applicable). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

PAGA Members may not opt out of the release of PAGA claims and will receive payment for their share of PAGA civil penalties even if they request exclusion from the Settlement and do not receive the class portion of their Individual Class Action Payment.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, last four digits of your Social Security number, your signature, contact information for any attorney representing you regarding your objection, and the Lawsuit case name and number (which is *McCabe, et al. v. Summit Electrical, Inc.*, San Diego County Superior Court, Case No. 37-2024-00012319-CU-OE-CTL), each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before <<RESPONSE DEADLINE>>.

You may also appear at the Final Approval Hearing currently scheduled for <<FINAL APPROVAL HEARING DATE/TIME>> in Department 71 of the San Diego County Superior Court, located at the Hall of Justice, 5th Floor, 330 W Broadway, San Diego, CA 92101. The location, date, and time of the Final Approval Hearing may change without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by its terms in the same way as Class Action Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on <<FINAL APPROVAL HEARING DATE/TIME>> in Department 71 of the San Diego County Superior Court, located at the Hall of Justice, 5th Floor, 330 W. Broadway, San Diego, CA 92101. The Court will also be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, the service payment to the Class Representative, the Settlement Administrator’s costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the online docket for this case by visiting <https://odyroa.sdcourt.ca.gov/> and entering the case number (37-2024-00012319-CU-OE-CTL). You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections to the Settlement Administrator is <<**RESPONSE DEADLINE**>>.

NOTICE OF SETTLEMENT AWARD

MCCABE, ET AL. v. SUMMIT ELECTRICAL, INC.
SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 37-2024-00012319-CU-OE-CTL

Please complete, sign, date and return this form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep your current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City State Zip Code

(III) Information Used to Calculate Your Individual Class Action Payment and Your Individual PAGA Payment:

According to Summit Electrical's records:

- (a) You worked _____ workweeks for Summit Electrical as a non-exempt and/or hourly-paid employee in the State of California between March 15, 2020, and June 26, 2025;
- (b) There were _____ total workweeks worked by non-exempt and/or hourly-paid employees in the State of California between March 15, 2020, and June 26, 2025;
- (c) You worked _____ workweeks for Summit Electrical as a non-exempt and/or hourly-paid employee in the State of California between March 18, 2023, and June 26, 2025; and
- (d) There were _____ total workweeks worked by non-exempt and/or hourly-paid employees in the State of California between March 18, 2023, and June 26, 2025.

Based on the above, your Individual Class Action Payment is estimated to be \$ _____ and your Individual PAGA Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Summit Electrical's records, those records will control unless you are able to provide documentation that establishes that Summit Electrical's records are mistaken. If there is a dispute about whether Summit Electrical's information or yours is accurate, and the dispute cannot be resolved informally, the parties and the Settlement Administrator will resolve the dispute as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____ Date: _____