

## STIPULATION OF CLASS AND PAGA SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiffs Korey Curley (“Plaintiff Curley”) and Scott Ryan (“Plaintiff Ryan”) (collectively, “Plaintiffs” or “Class Representatives”), individually and on behalf of all members of the Settlement Class (defined below) and PAGA Aggrieved Employees (defined below), on the one hand, and Defendants PAR Electrical Contractors, Inc. (“Defendant PAR Electrical”), PAR Western Line Contractors, LLC (“Defendant PAR Western”), and Quanta Services, Inc. (“Defendant Quanta”) (collectively, “Defendants”), on the other. Plaintiffs and Defendants are referred to herein collectively as the “Parties” and individually as a “Party.” Plaintiffs and the Settlement Class and PAGA Aggrieved Employees are represented by Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC; Michael D. Singer and Rosemary C. Khoury of Cohelan Khoury & Singer; and Brad Nakase of Nakase Law Firm, Inc. (collectively, “Class Counsel”). Defendants are represented by Jennifer N. Lutz, Christine Y. Clark, and Jessica C. O’Malley of Pettit Kohn Ingrassia Lutz & Dolin PC.

On May 4, 2021, Plaintiff Curley filed a class action complaint against Defendant PAR Electrical in the San Diego County Superior Court titled *Korey Curley v. PAR Electrical Contractors, Inc.*, Case No. 37-2021-00019761-CU-OE-CTL (the “Action”). The Action alleges that Defendant PAR Electrical: (1) failed to pay all minimum, regular, and overtime wages; (2) failed to provide all meal periods; (3) failed to authorize and permit all rest periods; (4) failed to provide accurate itemized wage statements; (5) failed to pay wages timely to terminated employees; (6) failed to maintain accurate records; (7) violated California’s Unfair Competition Law; and (8) is liable for civil penalties under California’s Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, et seq.

On June 9, 2022, Plaintiff Ryan filed a class action complaint against Defendants in the San Bernardino County Superior Court titled *Scott Ryan v. PAR Western Line Contractors, LLC, et al.*, Case No. CIVSB2211323 (the “Ryan Action”). The *Ryan Action* alleged that Defendants: (1) failed to provide all meal periods; (2) failed to authorize and permit all rest periods; (3) failed to reimburse necessary business expenses; (4) failed to issue accurate itemized wage statements; (5) failed to pay all final wages owed upon separation from employment; and (6) violated California’s Unfair Competition Law. That same day, Plaintiff Ryan notified Defendants and the California Labor & Workforce Development Agency (“LWDA”) of his intent to seek civil penalties under the PAGA based on the Labor Code violations alleged in the *Ryan Action*. On August 15, 2022, after exhausting his administrative remedies with the LWDA, Plaintiff Ryan filed the First Amended Complaint in the *Ryan Action* to add the PAGA cause of action.

On May 25, 2023, Plaintiffs filed the operative First Amended Complaint (“FAC”) in the Action in order to add Plaintiff Ryan as a named plaintiff, add Defendant PAR Western and Defendant Quanta as named defendants, and consolidate the factual allegations and causes of action from the *Ryan Action* into the Action. As such, the operative FAC alleges Defendants: (1) failed to pay all minimum, regular, and overtime wages (Labor Code §§ 510, 1194, 1194.2, and applicable Industrial Welfare Commission (“IWC”) Wage Orders); (2) failed to provide all meal periods (Labor Code §§ 226.7, 512, 558, and applicable IWC Wage Orders); (3) failed to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558, and applicable IWC Wage Orders); (4) failed to reimburse necessary business expenses (Labor Code §§ 2802, 2804); (5) failed to issue

accurate itemized wage statements (Labor Code §§ 226, et seq.); (6) failed to pay all final wages owed upon separation from employment (Labor Code §§ 201-203); (7) failed to maintain accurate records (Labor Code § 1174 and applicable IWC Wage Orders); (8) engaged in unfair competition (Business and Professions Code §§ 17200, et seq.); (9) were liable for civil penalties under the PAGA for failure to pay all minimum, regular, and overtime wages; (10) were liable for civil penalties under the PAGA for failure to provide all meal periods; (11) were liable for civil penalties under the PAGA for failure to authorize and permit all rest periods; (12) were liable for civil penalties under the PAGA for failure to reimburse necessary business expenses; (13) were liable for civil penalties under the PAGA for failure to issue accurate itemized wage statements; (14) were liable for civil penalties under the PAGA for failure to pay all final wages owed upon separation from employment; and (15) were liable for civil penalties under the PAGA for failure to maintain accurate records.

Given the uncertainty of litigation, and without Defendants making any admissions as to the merits of any of the claims asserted, Plaintiffs and Defendants wish to settle both individually and on behalf of the Settlement Class and PAGA Aggrieved Employees. Accordingly, Plaintiffs and Defendants agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate to the certification of the following Settlement Class (“Class Members”):

All employees employed by Defendants in California as nonexempt hourly electrical installation employees, Linemen, Foremen, and/or any other similar job title or position from May 4, 2017 through March 10, 2025 (the “Class Period”).

The Parties agree that certification for purposes of settlement is not an admission that class certification is proper under the more stringent standard applied for litigation purposes pursuant to Code of Civil Procedure section 382. If for any reason the Court denies preliminary or final approval with prejudice or the Settlement Agreement is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement. Defendants expressly reserve their rights to oppose class and conditional certification of any purported class should this settlement fail to become final and effective.

2. **PAGA Aggrieved Employees.** For the purposes of this Settlement Agreement only, Plaintiffs and Defendants stipulate that the PAGA Aggrieved Employees shall be defined as:

All current and former nonexempt hourly employees employed by Defendants in California from May 4, 2020 through March 10, 2025 (the “PAGA Period”).

3. **Release by Class Members, PAGA Aggrieved Employees, and Plaintiffs.** Plaintiffs, every Class Member (except those who opt out of the settlement), and all PAGA Aggrieved Employees will release and discharge Defendants, and any of their current, former, and/or alleged owners, officers, directors, managers, executives, partners, principals, shareholders, employees, agents, representatives, insurers, attorneys; any other predecessors, successors, assigns, or legal representatives; and any parents, subsidiaries, affiliates, or other entities that could be considered

to have jointly employed any Class Members and/or PAGA Aggrieved Employees (collectively, “Released Parties”) as follows:

- A. All Class Members who do not opt-out of the settlement (“Participating Class Members”) will release and discharge Defendants and the Released Parties from the claims that Plaintiffs alleged against the Released Parties in the FAC, or reasonably could have alleged based on the facts and allegations therein, including all claims seeking damages and statutory penalties for: (1) failure to pay minimum, regular, and overtime wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages at termination of employment; and (9) unfair business practices pursuant to the Unfair Competition Law (“UCL”), Business and Professions Code §§ 17200, et seq. (the “Released Class Claims”). The time period governing the Released Class Claims shall be the Class Period. This release will become effective on the Effective Date (as defined in paragraph 3.D).
  - a. Class Members, excluding Plaintiffs, shall not waive California Civil Code section 1542.
  - b. Plaintiffs and each and every Participating Class Member acknowledge and agree that the payments set forth herein constitute payment of all sums allegedly due to them. Plaintiffs and Participating Class Members acknowledge and agree that California Labor Code section 206.5 is not applicable to the Parties hereto.
  
- B. All PAGA Aggrieved Employees, regardless of whether they opt-out of the class portion of the settlement, will release and discharge Defendants and the Released Parties from the PAGA claims that Plaintiffs alleged, or reasonably could have alleged, against the Released Parties, based on the facts stated in their relevant LWDA notice letters (“PAGA Notices”) dated February 4, 2021 and June 9, 2022, and the FAC, including all PAGA claims seeking civil penalties for: (1) failure to pay minimum, regular, and overtime wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to reimburse necessary business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay wages at termination of employment; and (9) all other claims for civil penalties recoverable under the PAGA based on the facts or claims alleged in the PAGA Notices and FAC (“Released PAGA Claims”). The Released PAGA Claims do not release any PAGA Aggrieved Employees’ claims for wages or statutory penalties. The time period governing the Released PAGA Claims shall be the PAGA Period. This release will become effective on the Effective Date (as defined in paragraph 3.D).

- C. Plaintiffs agree to release, as individuals and in addition to the Released Class Claims and Released PAGA Claims described above, all claims, whether known or unknown, under federal law or state law against Defendants and the Released Parties. Plaintiffs understand that this release includes unknown claims and that Plaintiffs are, as a result, waiving all rights and benefits afforded by section 1542 of the California Civil Code, which provides:

**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.**

Nothing contained herein shall constitute a release of any rights or claims that cannot be waived as a matter of law (including, but not limited to, claims arising under workers' compensation laws). Nor shall anything contained herein be construed to exclude the filing of an administrative charge or complaint with the Equal Employment Opportunity Commission or National Labor Relations Board, or participation in an administrative investigation or proceeding.

- D. The settlement shall become effective the later of: (a) the Court's final approval of the settlement if no objections by or on behalf of Class Members are filed; (b) the expiration of the time to appeal if an objection to the settlement is filed and no appeal is filed or if any appeal is withdrawn; (c) the final resolution of any appeal; or (d) Defendants' deposit of the entire Gross Settlement Amount with the Settlement Administrator ("Effective Date").

4. **Gross Settlement Amount.** As consideration, Defendants agree to pay a "Gross Settlement Amount" of \$8,400,000.00 in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Apex Class Action Administration as the "Settlement Administrator" to administer this settlement.
- B. Defendants shall pay the Gross Settlement Amount and the employer's share of payroll taxes on the portion of the class settlement allocated as wages within sixty (60) calendar days after the Court signs an order granting final approval of the settlement.
- C. This is a non-reversionary settlement. The Gross Settlement Amount includes:
- (1) All payments (including interest) to the Class Members;
  - (2) All costs of the Settlement Administrator associated with the administration of the settlement ("Administration Costs"), which are not to exceed \$31,990.00;
  - (3) Up to \$20,000.00 (\$10,000.00 each) for Plaintiffs' Class Representative Service Awards, in recognition of Plaintiffs' respective contributions to the

Action and their service to the Class Members and PAGA Aggrieved Employees;

- (4) Up to thirty-five percent (35%) of the Gross Settlement Amount in Class Counsel's attorneys' fees (currently estimated at \$2,940,000.00), which will be divided 55% to Haines Law Group, APC, 31.5% to Cohelan Khoury & Singer, and 13.5% to Nakase Law Firm, Inc., plus actual costs and expenses incurred by Class Counsel related to the Action, as supported by declaration and approved by the Court, to be no greater than \$100,000.00; and
- (5) \$400,000.00 of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code section 2699(i), 75% of such penalties (\$300,000.00), will be payable to the LWDA and the remaining 25% (\$100,000.00), will be payable to the PAGA Aggrieved Employees as described below.

- D. Defendants will not oppose the reasonableness of these payment requests. Any reduction by the Court of these requests will revert to the Net Settlement Amount to be distributed to Participating Class Members.
- E. **Escalator Clause.** Defendants have represented that there are an estimated 591,383 aggregate workweeks worked by approximately 5,885 Class Members during the Class Period. If the actual number of workweeks worked by the Class Members during the Class Period exceeds this figure by 10% or more (i.e., if there are 650,522 or more workweeks worked during the Class Period), Defendants shall have the option to either: (a) end the Class Period on the date when the number of workweeks reaches 650,522; or (b) increase the Gross Settlement Amount by \$14.20 (Gross Settlement Amount divided by 591,383 workweeks) for each additional workweek above 650,522.
- F. **Employer Payroll Taxes.** The Gross Settlement Amount does not include the employer's share of payroll taxes on any amounts of the settlement designated as wages, which shall be paid by Defendants separate and apart from, and in addition to, the Gross Settlement Amount.

5. **Payments to the Class Members and PAGA Aggrieved Employees.** Class Members and PAGA Aggrieved Employees are not required to submit a claim form to receive a payment from the settlement (respectively, "Individual Class Payment" and "Individual PAGA Payment"). Individual Class Payments and Individual PAGA Payments will be determined and paid as follows:

- A. The Settlement Administrator will first deduct from the Gross Settlement Amount the amounts approved by the Court for Class Counsel's attorneys' fees, Class Counsel's costs and expenses, the Class Representative Service Awards, the Settlement Administrator's fees and expenses for administration, and the entire amount allocated as PAGA civil penalties. The remaining amount shall be known as the "Net Settlement Amount."

- B. The Settlement Administrator will then calculate each Individual Class Payment and Individual PAGA Payment based on the following formula:
- i. PAGA Aggrieved Employees' Individual PAGA Payments: The \$100,000.00 payable to the PAGA Aggrieved Employees as PAGA civil penalties shall be distributed to every nonexempt, hourly employee who was employed by Defendants in California at any time during the PAGA Period, regardless of whether they opt-out of the class portion of the settlement. PAGA Aggrieved Employees will receive their Individual PAGA Payment based on the number of pay periods that they worked during the PAGA Period compared to the total number of pay periods worked by all PAGA Aggrieved Employees during the PAGA Period.
  - ii. Class Members' Individual Class Payments: The Net Settlement Amount will be distributed to each Participating Class Member based on the number of workweeks that they worked during the Class Period compared to the total number of workweeks worked by all Participating Class Members during the Class Period.
- C. Within ten (10) business days following the Effective Date, the Settlement Administrator will calculate each Participating Class Member's Individual Class Payment along with each PAGA Aggrieved Employee's Individual PAGA Payments and will prepare and mail these payments to Participating Class Members and PAGA Aggrieved Employees. The Settlement Administrator will also mail any amounts awarded to Plaintiffs for the Class Representative Service Awards, as well as the amounts awarded to Class Counsel for attorneys' fees and costs by the same deadline. Should any issued settlement checks be returned to the Settlement Administrator as non-deliverable, the Settlement Administrator shall conduct a "skip trace" to obtain an updated mailing address, and shall re-mail the settlement checks to the updated mailing addresses within five (5) business days of receiving the returned settlement check.
- D. Each Individual Class Payment shall be allocated as 20% wages and 80% penalties and interest. The Settlement Administrator will be responsible for issuing to Participating Class Members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Payments made to PAGA Aggrieved Employees shall be allocated as 100% penalties and paid via an IRS Form 1099. Participating Class Members will be responsible for their share of the employee payroll taxes for the portion of Individual Class Payments allocated as unpaid wages, which shall be deducted from their Individual Class Payments.
- E. Defendants will fully discharge their payment obligations to Participating Class Members and PAGA Aggrieved Employees when the Settlement Administrator mails settlement checks for each Individual Class Payment and Individual PAGA Payment. Discharge is effective upon mailing, whether or not a check is received or negotiated. Any check that is not negotiated within one hundred eighty (180) days of mailing will be distributed by the Settlement Administrator to the California

State Controller's Office Unclaimed Property Division in the name of the individual to whom the check was issued.

- F. Neither Plaintiffs, Defendants, nor their respective counsel are giving any tax advice in connection with the settlement or any payments to be made pursuant to this Settlement Agreement.
- G. Neither Plaintiffs nor Defendants will bear any liability for lost, stolen, undelivered, or misdelivered checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

6. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be \$2,940,000.00. Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed \$100,000.00 from the Gross Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with the litigation of the Action, including without limitation: all work performed, and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Any reduction by the Court of these requests will revert to the Net Settlement Amount to be distributed to the Participating Class Members. Class Counsel will each be issued an IRS Form 1099 by the Settlement Administrator for the fees and costs award approved by the Court.

7. **Class Representative Service Awards.** Defendants will not object to a request for Class Representative Service Awards of \$20,000.00 (\$10,000.00 each) for Plaintiffs' time and risk in prosecuting this case and Plaintiffs' service to the Class Members and PAGA Aggrieved Employees. Any reduction by the Court of this request will revert to the Net Settlement Amount to be distributed to the Participating Class Members. This award will be in addition to Plaintiffs' respective Individual Class Payments as Class Members and Individual PAGA Payments as PAGA Aggrieved Employees, and will be reported on an IRS Form 1099 issued by the Settlement Administrator.

8. **Settlement Administrator.** Defendants agree to the appointment of Apex Class Action Administration as the Settlement Administrator. Defendants will not object to Plaintiffs seeking approval to pay up to \$31,990.00 for Administration Costs from the Gross Settlement Amount. The Settlement Administrator shall be responsible for translating and sending notices to the Class Members and PAGA Aggrieved Employees in English and Spanish, for calculating Individual Class Payments and Individual PAGA Payments, and for preparing all checks and mailings. The Settlement Administrator shall also be responsible for maintaining a website and posting important documents from the Action for the Class Members and PAGA Aggrieved Employees, including copies of the operative FAC, Plaintiffs' PAGA Notices to the LWDA, this Settlement Agreement and any amendments, the Notice Packet, Plaintiffs' motion for preliminary approval of the settlement, the Court's Order Granting Preliminary Approval of the Settlement, Plaintiffs' motion for final approval of the settlement, and the Court's Judgment and Order Granting Final Approval of the Settlement. The Settlement Administrator shall also, if requested by the Court or any Party,

prepare a signed declaration attesting to its disbursement of all payments required under this Settlement Agreement. Any reduction by the Court of this request will revert to the Net Settlement Amount to be distributed to Participating Class Members. The Settlement Administrator shall be authorized to pay itself from the Gross Settlement Amount only after settlement checks have been mailed to all Class Members and PAGA Aggrieved Employees.

9. **Preliminary Approval.** Plaintiffs will apply to the Court for the entry of an order:
  - A. Conditionally certifying the Settlement Class for settlement purposes only;
  - B. Appointing Paul K. Haines, Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC; Michael D. Singer and Rosemary C. Khoury of Cohelan Khoury & Singer; and Brad Nakase of Nakase Law Firm, Inc. as Class Counsel;
  - C. Appointing Plaintiffs Corey Curley and Scott Ryan as Class Representatives for the Settlement Class and PAGA Aggrieved Employees;
  - D. Approving Apex Class Action Administration as Settlement Administrator;
  - E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
  - F. Approving the form and content of the Notice Packet (which is comprised of the Notice of Class Action and PAGA Settlement (“Class Notice”), Notice of Individual Class Payment, Request for Exclusion Form, and Objection Form), and which counsel for all Parties shall mutually agree upon before submitting to the Court, and directing the mailing of same; and
  - G. Scheduling a Final Approval hearing.
10. **Notice to Class Members.** Following the Court’s preliminary approval of the settlement, the Class Members will be notified as follows:
  - A. Within twenty (20) business days of the Court signing an order preliminarily approving this settlement, Defendants will provide the Settlement Administrator with a confidential class list containing the names, addresses, phone numbers, social security numbers, dates of employment, and workweek and pay period information for each Class Member and PAGA Aggrieved Employee during the Class Period and PAGA Period for the Settlement Administrator to use to facilitate the administration of the settlement (the “Class Data”). The Class Data shall be provided to the Settlement Administrator in an electronic format reasonably satisfactory to the Settlement Administrator and shall only be used for the purposes of administering this settlement.
  - B. Within ten (10) business days from receipt of the Class Data, the Settlement Administrator shall (i) run the names of all Class Members and PAGA Aggrieved Employees through the National Change of Address (“NCOA”) database to

determine any updated addresses; (ii) update the address of any Class Member or PAGA Aggrieved Employee for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Class Payment for each Class Member and the estimated Individual PAGA Payment for each PAGA Aggrieved Employee; and (iv) mail a Notice Packet in English and Spanish to each Class Member and PAGA Aggrieved Employee at their last known address or at the updated address found through the NCOA search, and retain proof of mailing.

- C. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Class Member or PAGA Aggrieved Employee within three (3) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member and PAGA Aggrieved Employee. Class Members and PAGA Aggrieved Employees to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have an additional fourteen (14) calendar days after the Response Deadline to opt-out, object, or dispute their Settlement Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.
- D. Counsel for the Parties will work cooperatively to agree on the form and content of all documents included in the Notice Packets.
- E. Requests for Exclusion. Request for Exclusion Forms will be mailed to all Class Members in the Notice Packets. Any Class Member who wishes to opt-out of the settlement must complete and mail a Request for Exclusion Form to the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).
  - i. The Notice Packet shall state that Class Members who wish to exclude themselves from the settlement must submit a Request for Exclusion Form by the Response Deadline. The Request for Exclusion Form must: (1) contain the name, address, telephone number, and last four digits of the Social Security number of the Class Member; (2) contain a statement that the Class Member wishes to be excluded from the class portion of the settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion Form does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the settlement, except a Request for Exclusion not containing a Class Member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means

used to determine whether a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the settlement or have any right to object, appeal, or comment thereon.

- ii. PAGA Aggrieved Employees may not opt-out of the release of the Released PAGA Claims (as described in paragraph 3.B.) and will receive their Individual PAGA Payments even if they request exclusion from the class portion of the settlement and do not receive a Individual Class Payment.
  - iii. At no time will the Parties or their counsel seek to solicit or otherwise encourage any Class Member or PAGA Aggrieved Employee to object to the settlement or opt-out of the Settlement Class or encourage any Class Member or PAGA Aggrieved Employee to appeal from the final judgment.
- F. Objections. Participating Class Members may object to this Settlement Agreement as explained in the Class Notice by submitting an Objection Form to the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendants' counsel) within the Response Deadline. Following the Response Deadline, Class Counsel shall be responsible for filing a single packet of all objections with the Court. Any such objections must contain the Class Member's name, address, and last four digits of his or her social security number. The objection must also be signed by the Class Member. Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any objection must be postmarked no later than the Response Deadline. Any Class Member who wishes to may appear in person or through their own counsel (at their own expense) and raise an objection at the Final Approval Hearing. Class Members need not submit written objections to be heard by the Court at the Final Approval Hearing.
- G. Notice of Individual Class Payment / Disputes. Each Notice Packet mailed to a Class Member or PAGA Aggrieved Employee will disclose the amount of their estimated Individual Class Payment and Individual PAGA Payment, as well as all of the information that was used to calculate the Individual Class Payment and Individual PAGA Payment. Class Members and PAGA Aggrieved Employees will have the opportunity, should they disagree with Defendants' records regarding the information stated in the Notice Packet, to provide documentation and/or an explanation to show contrary information. Dispute Forms will be mailed to all Class Members and PAGA Aggrieved Employees in the Notice Packets. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties and their counsel to determine whether an adjustment is warranted. The Settlement Administrator shall make an initial determination regarding the eligibility for, and the amounts of, any Individual Class Payment and Individual PAGA Payment under the terms of this Settlement Agreement. However, if the Settlement Administrator and the Parties

cannot agree on a resolution, the Parties will request that the Court make a final determination regarding the dispute. Additionally, the Parties will file with the Court all disputes submitted by Class Members and PAGA Aggrieved Employees, their supporting evidence submitted, and the resolution of the disputes, and although the Settlement Administrator may make the initial decision regarding claim disputes, the Court may review any decision made by the Settlement Administrator regarding a claim dispute.

- H. Defendants understand their legal obligation not to retaliate against the Class Members and PAGA Aggrieved Employees for their participation and/or election to participate in the benefits to be afforded any of them by the settlement and/or the Action.

11. **Final Approval.** Following preliminary approval of the settlement and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs will apply to the Court for entry of an order:

- A. Granting final approval of the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;
- B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Awards, Administration Costs, and payment to the LWDA for its share of civil penalties under the PAGA; and
- C. Entering judgment pursuant to California Rule of Court ("CRC"), Rule 3.769. A notice of the Court's Judgment and Order Granting Final Approval of the Settlement will be posted on the Settlement Administrator's website for at least thirty (30) days from the date of Final Judgment, in compliance with CRC, Rule 3.771(b).

12. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If the Effective Date does not occur or Defendants fail to fully fund the settlement, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code section 1152.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties or their counsel, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

14. **Confidentiality.** The Parties and their counsel will keep the settlement, the Settlement Agreement and related documents, and their settlement negotiations confidential, and will not disclose this information to any third party through the date of preliminary approval. Thereafter,

the Parties agree to make no comments to the media or otherwise publicize the terms of the settlement.

15. **Non-Disclosure and Non-Publication.** Plaintiffs and Class Counsel agree that they have not and will not publish the Settlement Agreement, except to Class Members and PAGA Aggrieved Employees and as shall be contractually required to effectuate the terms of the settlement as set forth herein. Class Counsel shall not report the settlement in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiffs, the Class Members, the PAGA Aggrieved Employees, or the settlement on their websites or social media platforms, and shall not contact any reporters or media regarding the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the names of the Parties in this Action, the venue and case number of the Action, and a general description of the Action, to a court in a declaration by Class Counsel.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as any Party may designate in writing from time to time:

if to Plaintiffs: Fletcher W. Schmidt of Haines Law Group, APC  
2155 Campus Drive, Suite 180, El Segundo, CA 90245  
fschmidt@haineslawgroup.com

if to Defendants: Jennifer N. Lutz of Pettit Kohn Ingrassia Lutz & Dolin PC  
11622 El Camino Real, Suite 300, San Diego, CA 92130  
jlutz@pettitkohn.com

17. **Stay of Proceedings.** The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the settlement, pending the hearing on the motion for final approval of the settlement to be conducted by the Court.

18. **Enforcement Action.** In the event that one more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this Settlement 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.

19. **Continuing Jurisdiction.** The Parties stipulate that, pursuant to California Code of Civil Procedure section 664.6 and CRC Rule 3.769, the San Diego County Superior Court will retain jurisdiction over the Parties to enforce this Settlement Agreement until full performance of the terms of the settlement has been completed.

20. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof.

21. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

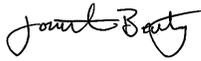
**IN WITNESS THEREOF**, the Parties to this Settlement Agreement each acknowledge that they have read the foregoing Settlement Agreement, accept and agree to the provisions contained herein, and hereby execute it voluntarily and with full understanding of its consequences.

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**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

DATED: 11/12/25

PAR ELECTRICAL CONTRACTORS, LLC  
*on behalf of PAR Electrical Contractors, Inc.*

By: 

Name: **Jonathan Beaty**

Title: **Executive Vice President**

DATED: \_\_\_\_\_

PAR WESTERN LINE CONTRACTORS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

QUANTA SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

KOREY CURLEY

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

SCOTT RYAN

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

PAR ELECTRICAL CONTRACTORS, LLC  
*on behalf of PAR Electrical Contractors, Inc.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 11/12/25

PAR WESTERN LINE CONTRACTORS, LLC

By:  \_\_\_\_\_

Name: Kody Kilshaw

Title: President

DATED: \_\_\_\_\_

QUANTA SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

KOREY CURLEY

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

SCOTT RYAN

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

PAR ELECTRICAL CONTRACTORS, LLC  
*on behalf of PAR Electrical Contractors, Inc.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

PAR WESTERN LINE CONTRACTORS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 11/13/2025

QUANTA SERVICES, INC.

By: Mindy White

Name: Mindy White

Title: Deputy General Counsel

DATED: \_\_\_\_\_

KOREY CURLEY

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

SCOTT RYAN

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

PAR ELECTRICAL CONTRACTORS, LLC  
*on behalf of PAR Electrical Contractors, Inc.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

PAR WESTERN LINE CONTRACTORS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

QUANTA SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: 10/29/2025

KOREY CURLEY

Signed by:  
  
By: B1F80E792E1F423...  
Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

SCOTT RYAN

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: \_\_\_\_\_

PAR ELECTRICAL CONTRACTORS, LLC  
*on behalf of PAR Electrical Contractors, Inc.*

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

PAR WESTERN LINE CONTRACTORS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

QUANTA SERVICES, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

DATED: \_\_\_\_\_

KOREY CURLEY

By: \_\_\_\_\_

Plaintiff and Settlement Class Representative

DATED: Oct 29, 2025

SCOTT RYAN

By:  \_\_\_\_\_  
By: [Scott Ryan \(Oct 29, 2025 10:49:11 PDT\)](#)

Plaintiff and Settlement Class Representative

**APPROVED AS TO FORM:**

DATED: 11/12/25

**PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

By:   
Jennifer N. Lutz, Esq.  
Christine Y. Clark, Esq.  
Jessica C. O'Malley, Esq.  
Attorneys for Defendants

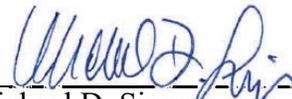
DATED: \_\_\_\_\_

**HAINES LAW GROUP, APC**

By: \_\_\_\_\_  
Paul K. Haines  
Fletcher W. Schmidt  
Andrew J. Rowbotham  
Susan J. Perez  
Attorneys for Plaintiffs

DATED: 10/29/2025

**COHELAN KHOURY & SINGER**

By:   
Michael D. Singer  
Rosemary C. Khoury  
Attorneys for Plaintiffs

DATED: 10/29/2025

**NAKASE LAW FIRM, INC.**

By:   
Brad Nakase  
Attorney for Plaintiffs

**APPROVED AS TO FORM:**

DATED: \_\_\_\_\_

**PETTIT KOHN INGRASSIA LUTZ & DOLIN PC**

By: \_\_\_\_\_  
Jennifer N. Lutz, Esq.  
Christine Y. Clark, Esq.  
Jessica C. O'Malley, Esq.  
Attorneys for Defendants

DATED: Oct 29, 2025

**HAINES LAW GROUP, APC**

By:  \_\_\_\_\_  
Paul K. Haines  
Fletcher W. Schmidt  
Andrew J. Rowbotham  
Susan J. Perez  
Attorneys for Plaintiffs

DATED: \_\_\_\_\_

**COHELAN KHOURY & SINGER**

By: \_\_\_\_\_  
Michael D. Singer  
Rosemary C. Khoury  
Attorneys for Plaintiffs

DATED: \_\_\_\_\_

**NAKASE LAW FIRM, INC.**

By: \_\_\_\_\_  
Brad Nakase  
Attorney for Plaintiffs