

FILED
Clerk of the Superior Court

MAR 13 2026

By: V. Contreras, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE 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; and DOES 1
through 100,

Defendants.

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

[Assigned to Hon. Gregory W. Pollack
Department C-71]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS REPRESENTATIVE
SERVICE PAYMENT**

Date: March 13, 2026
Time: 9:30 a.m.
Dept.: C-71

Action Filed: March 15, 2024
Trial Date: None Set

1 Court finds that said notice was the best notice practicable under the circumstances. The
2 Settlement Notice provided due and adequate notice of the proceedings and matters set forth
3 therein, informed Class Members of their rights, and fully satisfied the requirements of California
4 Code of Civil Procedure § 382, California Rule of Court 3.769, and due process.

5 5. The Court finds that no Class Action Members objected to the Settlement, that no
6 Class Action Members opted out, and that the 100% participation rate supports final approval of
7 the Settlement.

8 6. The Court hereby approves the terms of the Settlement as fair, reasonable, and
9 adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

10 7. For purposes of settlement only, the Court finds that: (a) the members of the
11 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
12 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
13 community of interest exists among the members with respect to the subject matter of the
14 litigation; (c) the claims of the Class Representative are typical of the claims of the Class Action
15 Members; (d) the Class Representative has fairly and adequately protected the interests of the
16 Settlement Class; (e) a class action is superior to other available methods for the fair and efficient
17 adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent
18 the Class Representative and the Settlement Class.

19 8. The Court finds that the Individual Class Action Payments, as provided for in the
20 Settlement, are fair, reasonable, and adequate, and hereby orders the Settlement Administrator to
21 distribute the payments in accordance with the terms of the Settlement.

22 9. The Court orders Defendant to deposit the Gross Settlement Amount (“GSA”) of
23 \$500,000.00 with the Settlement Administrator in three (3) equal installments of \$166,666.67.
24 Defendant will tender the first installment within twelve (12) months after entry of this Judgment.
25 Defendant will tender the second installment within twelve (12) months after tender of the first
26 installment. Defendant will tender the third installment within twelve (12) months after tender of
27 the second installment. Defendant will fully fund the GSA within three (3) years after entry of
28 this Judgment.

1 10. Within fourteen (14) calendar days after Defendant tenders the final installment
2 payment, the Settlement Administrator will mail Individual Class Action Payment checks and
3 Individual PAGA Payment checks and will disburse the LWDA payment, Service Payment,
4 Settlement Administration Costs, attorneys’ fees, and litigation costs in accordance with the
5 Settlement Agreement.

6 11. The Court finds that a Class Representative Service Payment in the amount of
7 \$10,000.00 to the named Plaintiff is appropriate for Plaintiff’s risks undertaken and service to the
8 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
9 that the Settlement Administrator make this payment in accordance with the terms of the
10 Settlement.

11 12. The Court finds that attorneys’ fees in the amount of \$166,666.67 and litigation
12 costs of \$27,234.10 for Class Counsel are fair, reasonable, and adequate in light of the common
13 fund created by the Settlement, and orders that the Settlement Administrator distribute these
14 payments to Class Counsel in accordance with the terms of the Settlement.

15 13. The Court orders that the Settlement Administrator shall be paid \$6,750.00 from
16 the GSA in accordance with the terms of the Settlement, for all work performed and to be
17 performed until the completion of this matter. The Court finds this amount appropriate.

18 14. The Court finds that the \$25,000.00 designated for civil penalties under the Private
19 Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), is fair, reasonable, and adequate.
20 Of this amount, 75% (\$18,750.00) will be paid to the California Labor and Workforce
21 Development Agency (“LWDA”), and 25% (\$6,250.00) will be distributed to PAGA Members
22 pursuant to Labor Code § 2699(i). “PAGA Members” mean all current and former non-exempt
23 and/or hourly-paid employees who worked for Defendant in the State of California at any time
24 between March 18, 2023 and June 26, 2025. The Court directs the Settlement Administrator to
25 distribute these amounts in accordance with the terms of the Settlement.

26 15. The Court orders that all settlement checks shall be negotiable for 180 calendar
27 days from the date of issuance, and that any checks remaining uncashed after this period shall be
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1 transferred to the California State Controller’s Unclaimed Property Fund in the name of the
2 intended recipient.

3 16. Upon the Effective Date,¹ all Class Action Members, on behalf of themselves and
4 their respective former and present representatives, agents, attorneys, heirs, administrators,
5 successors, and assigns, are deemed to release Defendant and its former and present directors,
6 officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
7 and subsidiaries (“Released Parties”), from any and all claims under the Bus. & Prof. Code §
8 17200 and California Labor Code which Plaintiff and/or the Class Action Members had, or may
9 claim to have, against Defendant, arising out of the violations alleged in the Operative Complaint
10 in the case titled *McCabe, et al. v. Summit Electrical, Inc.*, San Diego Superior Court Case
11 Number 37-2024-00012319-CU-OE-CTL (the “Action”) or Plaintiff’s March 18, 2024 letter to
12 the LWDA (the “PAGA Notice”), or which reasonably could have been alleged based on the facts
13 and legal theories contained in the Operative Complaint or the PAGA Notice, including, but not
14 limited to, claims for alleged violations of California Labor Code sections 201, 202, 203, 204,
15 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800,
16 2802, and 2804, Bus. & Prof. Code § 17200, and Industrial Welfare Commission Wage Orders,
17 including inter alia, any applicable Wage Orders. The Class Action Members also release the
18 Released Parties from any and all related claims for attorneys’ fees, damages, and costs.

19 17. Upon the Effective Date, all PAGA Members, on behalf of themselves and their
20 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
21 and assigns, are deemed to release the Released Parties from any and all PAGA claims (California
22 Labor Code Private Attorneys General Act of 2004 and Labor Code sections 2698 *et seq.*) for the
23 recovery of civil penalties, which Plaintiff and/or the PAGA Members had, or may claim to have,
24 against Defendant, arising out of the violations alleged in the Operative Complaint or the PAGA
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26 ¹ The Effective Date is the later of the following: (a) if no timely objections are filed or if all
27 objections are withdrawn, the date upon which the Court enters an order approving the Settlement;
28 (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.

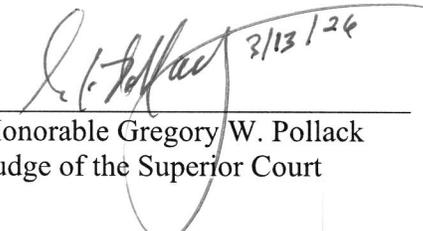
1 Notice, or which reasonably could have been alleged based on the facts and legal theories
2 contained in the Operative Complaint or the PAGA Notice, including, but not limited to PAGA
3 claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226,
4 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802,
5 and 2804.

6 18. Pursuant to California Rule of Court 3.769(h), this Judgment shall constitute a final
7 judgment. The Court retains jurisdiction over the Parties to enforce the terms of the Settlement
8 Agreement, the Final Approval Order, and this Judgment. No order dismissing the Action shall
9 be entered until completion of the Final Accounting Hearing or further order of the Court.

10 19. Plaintiff shall file a Final Accounting Report on or before August 15, 2030. A Final
11 Accounting Hearing is set for September 3, 2030, at 9:30 a.m.

12 **IT IS SO ORDERED.**

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14 Dated: _____, 2026

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16 _____
17 Honorable Gregory W. Pollack
18 Judge of the Superior Court
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