

FILED
San Diego Superior Court

AUG 14 2026

Clerk of the Superior Court
By: V. Secaur, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

KOREY CURLEY and SCOTT RYAN, on
behalf of themselves and other similarly-
situated and aggrieved employees,

Plaintiffs,

vs.

PAR WESTERN LINE CONTRACTORS,
LLC, a Delaware corporation; PAR
ELECTRICAL CONTRACTORS, INC., a
Missouri corporation; QUANTA
SERVICES, INC., a Delaware corporation;
and DOES 1 through 100,

Defendants.

Case No.: 37-2021-00019761-CU-OE-CTL

*[Assigned for all purposes to the Hon. Katherine
Bacal, Dept. C-63]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS**

Date: August 7, 2026
Time: 1:30 p.m.
Dept.: C-63

Action Filed: May 4, 2021
Trial Date: None Set

1 **PROPOSED JUDGMENT & ORDER**

2 The Motion of Plaintiffs Korey Curley and Scott Ryan (collectively, “Plaintiffs”) for Final
3 Approval of Class and PAGA Action Settlement, Class Representative Service Awards, and
4 Attorneys’ Fees and Costs (“Final Approval Motion”) came regularly for hearing before this
5 Court on July 31, 2026, at 1:30 p.m., pursuant to California Rule of Court 3.769 and this Court’s
6 prior Order Granting Preliminary Approval of Class and PAGA Action Settlement (“Preliminary
7 Approval Order”). The Court continued the hearing to August 7, 2026, at 1:30 p.m.

8 Having considered the parties’ Stipulation of Class and PAGA Settlement (“Settlement
9 Agreement” or “Settlement”), the documents and evidence submitted in support thereof, and
10 recognizing the sharply disputed factual and legal issues involved, the risks associated with
11 continued litigation, and the substantial benefits to be conferred upon the Settlement Class, the
12 Court finds that the Settlement is fair, reasonable, and adequate, and the product of good faith,
13 arm’s-length negotiations between the parties.

14 Good cause appearing, the Court hereby GRANTS Plaintiffs’ Final Approval Motion and
15 ORDERS as follows:

16 1. Final judgment is hereby entered in accordance with the Settlement Agreement
17 and this Final Approval Order.

18 2. The conditional class certification is hereby made final, and the Court thus
19 certifies, for purposes of the Settlement, the following Settlement Class (also called Class
20 Members):

21 All employees employed by Defendants PAR Electrical Contractors, Inc., PAR
22 Western Line Contractors, LLC, and Quanta Services, Inc. (collectively,
23 “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”).

24 3. The Court further approves the Settlement Agreement’s resolution of claims under
25 the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”). The “PAGA Aggrieved
26 Employees” subject to the PAGA settlement shall be defined as:

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

1 4. Plaintiffs are hereby confirmed as the Class Representatives. Paul K. Haines,
2 Fletcher W. Schmidt, Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC,
3 Michael D. Singer and Rosemary Khoury of Cohelan Khoury & Singer, and Brad Nakase of
4 Nakase Law Firm, Inc. are hereby confirmed as Class Counsel.

5 5. Notice was provided to Class Members as set forth in the Settlement, which was
6 preliminarily approved by the Court on November 21, 2025 and the notice process has been
7 completed in accordance with the Settlement and the Court's Preliminary Approval Order. The
8 Court finds that said notice was the best notice practicable under the circumstances. The Class
9 Notice provided due and adequate notice of the proceedings and matters set forth therein,
10 informed Class Members of their rights, and fully satisfied the requirements of California Code
11 of Civil Procedure § 382, California Rule of Court 3.769, and due process.

12 6. The Court finds that no objections or disputes were submitted, that 15 of the 5,757
13 individuals originally identified as Class Members submitted timely requests for exclusion, and
14 that the resulting 99.74% participation rate supports final approval of the Settlement. The
15 following individuals timely excluded themselves from the Settlement Class and the class portion
16 of the Settlement: Cedric Williams, Curtis D. Sutter, Robert Ray Seekell, Tyler Olson, Jeffrey K.
17 Martin, Jason Martin, Edward R. Holzer, Debra Milberg, Marcos Hernandez, Rodney Carbajal
18 Jr., Chris Amburgey, Troy E. Fike, Gerald R. Mink, Dylan Smith, and Michael Zilch. The one
19 Request for Exclusion postmarked after the applicable Response Deadline was untimely and did
20 not exclude that individual from the Settlement Class. After accounting for the 15 timely requests
21 for exclusion, there are 5,742 Participating Class Members and 3,957 PAGA Aggrieved
22 Employees.

23 7. The Court hereby approves the terms of the Settlement as fair, reasonable, and
24 adequate, and directs the Parties to effectuate the Settlement in accordance with its terms.

25 8. For purposes of settlement only, the Court finds that: (a) the members of the
26 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
27 (b) there are questions of law and fact common to the Settlement Class, and a well-defined
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1 community of interest exists among the members with respect to the subject matter of the
2 litigation; (c) the claims of the Class Representatives are typical of the claims of the Class
3 Members; (d) the Class Representatives have fairly and adequately protected the interests of the
4 Settlement Class; (e) a class action is superior to other available methods for the fair and efficient
5 adjudication of this controversy; and (f) Class Counsel are experienced and qualified to represent
6 the Class Representatives and the Settlement Class.

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

10 10. The Court orders Defendants to deposit the Gross Settlement Amount (“GSA”) of
11 \$8,400,000.00, and the employer’s share of payroll taxes on the portion of the class settlement
12 allocated as wages, with the Settlement Administrator within sixty (60) calendar days after the
13 date this Order is signed.

14 11. Within ten (10) business days following the Effective Date¹, the Settlement
15 Administrator will: 1) calculate each Participating Class Member’s Individual Class Payment
16 along with each PAGA Aggrieved Employee’s Individual PAGA Payments and will prepare and
17 mail these payments to Participating Class Members and PAGA Aggrieved Employees; 2) mail
18 any amounts awarded to Plaintiffs for the Class Representative Service Awards; and 3) mail any
19 amounts awarded to Class Counsel for attorneys’ fees and costs.

20 12. The Court finds that Class Representative Service Awards in the total amount of
21 \$20,000.00 (\$10,000.00 to each named Plaintiff) are appropriate in light of Plaintiffs’ risks
22 undertaken and service to the Settlement Class. The Court finds that these awards are fair,
23 reasonable, and adequate, and orders the Settlement Administrator to make the awards in
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25 _____
26 ¹ The Effective Date is defined as the later of: (a) the Court’s final approval of the Settlement if no
27 objections by or on behalf of Class Members are filed; (b) the expiration of the time to appeal if an
28 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”).

1 accordance with the terms of the Settlement.

2 13. The Court finds that attorneys' fees in the amount of \$2,800,000.00, representing
3 one-third of the Gross Settlement Amount, and litigation costs of \$50,502.19 for Class Counsel
4 are fair, reasonable, and adequate in light of the common fund created by the Settlement, and
5 orders that the Settlement Administrator distribute these payments to Class Counsel in accordance
6 with the terms of the Settlement.

7 14. The Court orders that the Settlement Administrator shall be paid \$31,990.00 from
8 the GSA in accordance with the terms of the Settlement, for all work performed and to be
9 performed until the completion of this matter. The Court finds this amount appropriate.

10 15. The Court finds that the \$400,000.00 designated for civil penalties under PAGA,
11 is fair, reasonable, and adequate. Of this amount, 75% (\$300,000.00) will be paid to the California
12 Labor and Workforce Development Agency ("LWDA"), and 25% (\$100,000.00) will be
13 distributed to PAGA Aggrieved Employees pursuant to the Settlement Agreement.

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

18 17. Upon the Effective Date, all Class Members who do not opt-out of the settlement
19 will release and discharge Defendants, and any of their current, former, and/or alleged owners,
20 officers, directors, managers, executives, partners, principals, shareholders, employees, agents,
21 representatives, insurers, attorneys; any other predecessors, successors, assigns, or legal
22 representatives; and any parents, subsidiaries, affiliates, or other entities that could be considered
23 to have jointly employed any Class Members and/or PAGA Aggrieved Employees (collectively,
24 "Released Parties") from the claims that Plaintiffs alleged against the Released Parties in the
25 operative First Amended Complaint ("FAC") filed in the case titled *Korey Curley v. PAR*
26 *Electrical Contractors, Inc.*, Case No. 37-2021-00019761-CU-OE-CTL (the "Action"), or
27 reasonably could have alleged based on the facts and allegations therein, including all claims
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1 seeking damages and statutory penalties for: (1) failure to pay minimum, regular, and overtime
2 wages; (2) failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure
3 to provide rest breaks or pay rest break premiums in lieu thereof; (4) failure to reimburse necessary
4 business expenses; (5) failure to provide accurate itemized wage statements; (6) failure to
5 maintain accurate records; (7) failure to timely pay wages during employment; (8) failure to
6 timely pay wages at termination of employment; and (9) unfair business practices pursuant to the
7 Unfair Competition Law, Business and Professions Code §§ 17200, *et seq.* (the “Released Class
8 Claims”). The time period governing the Released Class Claims shall be the Class Period. This
9 release will become effective on the Effective Date.

10 18. Upon the Effective Date, all PAGA Aggrieved Employees, regardless of whether
11 they opt-out of the class portion of the Settlement, will release and discharge Defendants and the
12 Released Parties from the PAGA claims that Plaintiffs alleged, or reasonably could have alleged,
13 against the Released Parties, based on the facts stated in their relevant LWDA notice letters
14 (“PAGA Notices”) dated February 4, 2021 and June 9, 2022, and the FAC, including all PAGA
15 claims seeking civil penalties for: (1) failure to pay minimum, regular, and overtime wages; (2)
16 failure to provide meal periods or pay meal period premiums in lieu thereof; (3) failure to provide
17 rest breaks or pay rest break premiums in lieu thereof; (4) failure to reimburse necessary business
18 expenses; (5) failure to provide accurate itemized wage statements; (6) failure to maintain
19 accurate records; (7) failure to timely pay wages during employment; (8) failure to timely pay
20 wages at termination of employment; and (9) all other claims for civil penalties recoverable under
21 the PAGA based on the facts or claims alleged in the PAGA Notices and FAC (“Released PAGA
22 Claims”). The Released PAGA Claims do not release any PAGA Aggrieved Employees’ claims
23 for wages or statutory penalties. The time period governing the Released PAGA Claims shall be
24 the PAGA Period. This release will become effective on the Effective Date.

25 19. Pursuant to California Rule of Court 3.769(h), this Judgment shall constitute a final
26 judgment. This document shall constitute a Final Judgment pursuant to California Rule of Court
27 3.769(h), which provides, “If the court approves the settlement agreement after the final approval
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1 hearing, the court must make and enter judgment. The judgment must include a provision for the
2 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The
3 court may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
4 The Court will retain jurisdiction to enforce the Settlement and this Order and Judgment pursuant
5 to California Code of Civil Procedure Section 664.6 and California Rule of Court 3.769(h).

6 20. Plaintiffs shall file a Final Accounting Report on or before December 10, 2027.
7 The Final Accounting Report must include all information necessary for the Court to determine
8 the total amount actually paid to Class Members and PAGA Aggrieved Employees and any
9 amounts tendered to the State Controller's Office under the Unclaimed Property Law.

10 **IT IS SO ORDERED.**

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12 Dated: 8/14/, 2026

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14 Honorable Katherine Bacal
15 Judge of the Superior Court
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