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**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,

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

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

**DECLARATION OF PLAINTIFF SCOTT
RYAN IN SUPPORT OF APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: November 21, 2025

Time: 1:30 p.m

Dept.: C-63

Action Filed: May 4, 2021

Trial Date: None Set

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I, Scott Ryan, declare as follows:

1. I am an individual over the age of 18 and one of the named plaintiffs in this matter. This declaration is submitted in support of approval of the proposed class and PAGA action settlement reached in this case. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I was employed by Defendants Par Western Line Contractors, LLC, Par Electrical Contractors, Inc., and Quanta Services, Inc. (collectively, “Defendants”) as a non-exempt employee from approximately December 2019 until approximately March 2022. I was initially employed by Defendant Par Electrical Contractors, Inc., and then transitioned to Defendant Par Western Line Contractors, LLC. Defendants first employed me as a non-exempt “Lineman,” and later promoted me to “Foreman” in approximately November 2021, a position that I held until I was laid off in approximately March 2022. During my employment with Defendants, I worked throughout San Diego and Redlands. My job duties included analyzing blueprints, clearing land for powerlines, erecting utility poles, and responding to electrical outages. Throughout my employment I was subject to a Collective Bargaining Agreement.

3. Throughout my employment with Defendants, they did not provide me with timely, uninterrupted 30-minute meal periods. Specifically, my shifts were regularly 12.0 to 16.0 hours, sometimes up to 36.0 hours long, and I worked at least one 24.0 hour shift per workweek, amounting to workweeks of up to 70.0 hours. Despite my lengthy shifts, I was not provided with first meal periods before the fifth hour of work, second meal periods before the tenth hour of work, or third meal periods before my fifteenth hour of work. During my time as a Lineman, I was not permitted to personally record any of my first, second, or third meal periods. When I became a "Foreman," I was pressured to record first, second, and third meal periods for the Lineman and myself on Defendants' iPads even though the Lineman and I were not provided with meal periods. Despite these recorded meal periods, the other Lineman and I were expected to eat while continuing our job duties and drive to various jobs sites during meal periods. Additionally,

1 I believe that I was also not paid all my wages since I was not compensated during the time I
2 worked through my purported meal periods.

3 4. Moreover, Defendants did not provide me with all my rest periods. I understand
4 the Collective Bargaining Agreement only allowed me two rest periods per workday and failed
5 to account for any third rest periods when I worked over 10.0 hours, which was every shift. In
6 reality, I was not authorized and permitted *any* rest periods. As with meal periods, I was pressured
7 to skip my rest periods and continue working through any purported rest periods.

8 5. During the time I was a Lineman, Defendants required me to use my cellular phone
9 to call and text the Foremen and other Lineman throughout the workday, but Defendants did not
10 reimburse me for a portion of my cellular phone bill. When I became a "Foreman," I was provided
11 with a company radio, but I still communicated with the other Lineman with my cellular phone
12 since Defendants did not provide the Lineman with company radios.

13 6. When I first filed my lawsuit, I understood that it had the chance to benefit
14 Defendants' other workers by helping them recover money and penalties they were owed. I felt
15 that Defendants were not following the law, and I wanted Defendants to comply with the law and
16 treat their employees fairly. I feel that I and the other named plaintiff have taken on a greater
17 burden than any of the other class members since we have been actively involved in the litigation
18 since the outset, and because it is our names that are attached to the lawsuit. Although I was aware
19 of the risks associated with filing a public lawsuit, I chose to move forward with the case anyway.
20 Through my efforts, Defendants have agreed to a settlement that will benefit current and former
21 employees of Defendants, and I believe that I should be compensated for carrying the burden of
22 this litigation for the benefit of the other employees.

23 7. I have been an active participant in this case ever since first consulting with my
24 attorneys over three years ago. Among other things, I searched for and provided relevant
25 documents for use in the lawsuit, I provided factual information to my attorneys, had various
26 phone calls with my attorneys to discuss the claims in the lawsuit and Defendants' policies and
27 practices, litigation strategy, and updates on how the case was proceeding and how I could further
28 help the case, assisted my attorneys to help them prepare for two separate mediations, made

1 myself available during the full day of both mediations to answer any questions posed by the
2 mediators, discussed the status of the case and the settlement agreement with my attorneys, and
3 otherwise assisted my attorneys in moving this case towards resolution. I estimate that I have
4 spent approximately 20 to 30 hours in total on these activities.

5 8. As far as I am aware, I have no actual or potential conflicts of interest with any of
6 the Settlement Class members or with the proposed settlement administrator, Apex.

7 I declare under penalty of perjury under the laws of the state of California and the United
8 States that the foregoing is true and correct. Executed on October 21, 2025 at Lehigh Acres,
9 Florida.

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Scott Ryan (Oct 21, 2025 14:35:07 PDT)

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