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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,

Defendants.

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

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

**DECLARATION OF ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT, CLASS
REPRESENTATIVE SERVICE AWARDS,
AND ATTORNEYS' FEES AND COSTS**

Date: July 31, 2026
Time: 1:30 p.m.
Dept.: C-63

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

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I, Andrew J. Rowbotham, declare as follows:

1. I am a Partner at Haines Law Group, APC, and I serve as counsel for the named
 fs, Korey Curley and Scott Ryan (collectively, “Plaintiffs”) in this action. I am a member
 l standing of the bar of the State of California and am admitted to practice in this Court. I
 ersonal knowledge of the facts stated in this declaration, including facts learned through
 k on this case, my review of pleadings and case records, my communications with Plaintiff
 ense counsel, my review of documents and data produced by Defendants, and my review
 rds maintained by my firm. If called as a witness, I could and would testify competently
 acts stated herein.

2. I am a 2014 graduate of Pepperdine University School of Law and was admitted to the California State Bar in December 2014. Since that time, I have practiced exclusively in off-side employment litigation. From October 2014 to May 2015, I worked as an associate at Mesriani Law Group, an employment law firm in Santa Monica, California. The vast majority of my work focused on representing employees in wage and hour matters and wrongful termination actions.

3. Since April 2016, I have worked at my current firm, Haines Law Group, APC. I am currently involved with approximately 60 active wage and hour class and representative actions, including a number of hybrid actions asserting nationwide wage and hour claims under the Fair Labor Standards Act, as well as California-specific claims under Rule 23 of the Federal Rules of Civil Procedure. In these matters, I play a significant role in developing case strategies, discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a nationwide basis. My responsibilities also include: investigating potential cases; conducting client and witness interviews; preparing for, taking, and defending depositions of plaintiffs, putative class members, and corporate witnesses; researching and drafting law and motion, including motions to compel, motions for class certification, dispositive motions, and motions for summary judgment and final approval; arguing motions and attending case management and other court proceedings; negotiating class and representative action settlements and drafting long-form

1 settlement agreements; and working with settlement administrators to implement settlements and
2 monitor the settlement administration process.

3 4. The following is a non-exhaustive list of wage and hour class actions that have
4 been granted final approval in which I have been named as Class Counsel:

- 5 • *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior
6 Court, County of Kern, Honorable David R. Lampe, presiding;
- 7 • *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court,
8 County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- 9 • *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court,
10 County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- 11 • *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California
12 Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- 13 • *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-
14 VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew,
15 presiding;
- 16 • *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-
17 00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable
18 Thierry Patrick Colaw presiding;
- 19 • *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-
20 00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable
21 Kent M. Kellegrew presiding;
- 22 • *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court
23 of California, County of Orange, Honorable William D. Claster presiding;
- 24 • *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of
25 California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- 26 • *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC,
27 Superior Court of California, County of Orange, Honorable Randall J. Sherman
28 presiding;

- *Ramos v. Da/Pro Rubber, Inc.*, Case No. BC621297, Superior Court of California, County of Los Angeles, Honorable William F. Highberger presiding;
- *Lopez v. Bornt & Sons, Inc.*, Case No. ECU09820, Superior Court of California, County of Imperial, Honorable Jeffrey B. Jones presiding;
- *Ruvalcaba Quiroz v. Circle M Contractors, Inc.*, Case No. 30-2016-00885065-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Claster presiding;
- *Armenta, et al., v. California Friends Homes d/b/a Quaker Gardens*, Case No. 30-2016-00883282-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman presiding;
- *Ayala, et al., v. Dearden's*, Case No. BC679750, Superior Court of California, County of Los Angeles, Honorable Elihu M. Berle presiding;
- *Becerra v. All Valley Washer Service, Inc.*, Case No. BC663448, Superior Court of California, County of Los Angeles, Honorable Amy D. Hogue presiding;
- *Song, et al. v. Blendtec, Inc.*, Case No. STK-CV-VOE-2016-6272, Superior Court of California, County of San Joaquin, Honorable Roger Ross presiding;
- *Zinnerman v. Tumbleweed Educational Enterprises, Inc.*, Case No. BC673708, Superior Court of California, County of Los Angeles, Honorable Maren E. Nelson presiding;
- *Chairez v. B.E. McCarty, Inc.*, Case No. 56-2017-00503353-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Vincent O'Neill presiding;
- *Garcia, et al. v. Simplified Labor Staffing Solutions, Inc.*, Case No. BC696898, Los Angeles County Superior Court, Honorable Elihu M. Berle, presiding (approving an hourly rate of \$400 for work performed in 2018 and 2019);
- *Delgado v. Spears Manufacturing Co.*, Case No. BC709665, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$425 for work performed in 2018, 2019, and 2020);

- *Soto v. L I Metal Systems*, Case No. 37-2017-00009607-CU-OE-CTL, San Diego County Superior Court, Honorable Timothy Taylor, presiding (approving an hourly rate of \$425 for work performed from 2017-2020);
- *Fishback v. Paragon Framing, Inc.*, Case No. CIVDS1906610, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed in 2019 and 2020);
- *Fishback v. J.D. Miller Construction Inc.*, Case No. CIVDS1906611, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Teeba v. Brill, Inc.*, Case No. CIVDS1923242, San Bernardino County Superior Court, Honorable David Cohn, presiding (approving an hourly rate of \$425 for work performed from 2019-2021);
- *Gonzalez v. Precision Hospitality & Development, LLC*, Case No. 30-2020-01127597-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$450 for work performed in 2020 and 2021);
- *Vides v. Celoseal Roofing, Inc.*, Case No. 30-2020-01162478-CU-OE-CXC, Orange County Superior Court, Honorable Randall J. Sherman, presiding (approving an hourly rate of \$475 for work performed from 2020-2022);
- *Qawas v. Socal Framing, Inc.*, Case No. RIC1902588, Riverside County Superior Court, Honorable Sunshine S. Sykes, presiding (approving an hourly rate of \$475 for work performed from 2019-2022);
- *Nelson v. Santini Foods, Inc.*, Case No. RG21090890, Alameda County Superior Court, Honorable Evelio Grillo, presiding (approving an hourly rate of \$475 for work performed in 2021 and 2022);
- *Zuniga v. Sonar Inc.*, Case No. 30-2019-01117310-CU-OE-CXC, Orange County Superior Court, Honorable Peter Wilson, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);

- *Gonzalez v. Guardian Industries LLC*, Case No. 19CECG02134, Fresno County Superior Court, Honorable Jonathan M. Skiles, presiding (approving an hourly rate of \$575 for work performed from 2019-2023);
- *Sanchez v. Dutton Home Services, LLC*, Case No. 22STCV01834, Los Angeles County Superior Court, Honorable Maren E. Nelson, presiding (approving an hourly rate of \$575 for work performed from 2022-2023);
- *Ramirez v. Wyndham Vacation Ownership, Inc.*, Case No. 20CV01715, Santa Barbara County Superior Court, Honorable James F. Rigali, presiding (approving an hourly rate of \$650 for work performed from 2020-2024); and
- *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment Center*, Case No. 21STCV27103, Los Angeles County Superior Court, Honorable Theresa M. Traber, presiding (using an hourly rate of \$725 for work performed in 2022-2025).

5. I have also been named Class Counsel for a certified class following a contested motion for class certification in the following case:

- *Staublein v. Wells Fargo Bank, National Association*, Case No. CIVDS1712267, San Bernardino Superior Court, Honorable David Cohn presiding (certifying a wage statement class).

6. In March 2023, I served as trial counsel for the plaintiff and the aggrieved employees in the matter of *Abraham Taduran v. James R. Glidewell, Dental Ceramics, Inc. dba Glidewell Laboratories*, Case No. 30-2017-00934037-CU-OE-CXC, Orange County Superior Court, Honorable William Claster, presiding. This was a case brought under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.*, that resulted in a six-figure verdict in favor of the aggrieved employees.

7. Between 2020 and 2025, Thomson Reuters recognized me as a Top Young Attorney in Southern California in its annual Rising Stars edition of Super Lawyers. This honor is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each year.

1 8. As counsel for Plaintiffs, I have been actively involved in all aspects of this
2 litigation. I played an integral part in the negotiation and resolution of the claims at issue in this
3 lawsuit.

4 9. A true and correct copy of this Court’s Order Granting Preliminary Approval of
5 Class and PAGA Action Settlement (“Preliminary Approval Order”) is attached hereto as **Exhibit**
6 **1**. A true and correct copy of Plaintiffs’ submission confirmations to the California Labor and
7 Workforce Development Agency (“LWDA”) related to Plaintiffs’ Motion for Preliminary
8 Approval of Class and PAGA Action Settlement are attached hereto as **Exhibit 2**. A true and
9 correct copy of my firm’s cost records is attached hereto as **Exhibit 3**. A true and correct copy of
10 the 2026 Laffey Matrix is attached hereto as **Exhibit 4**. True and correct copies of Dr. J. Michael
11 DuMond’s expert invoices for this matter are attached hereto as **Exhibit 5**. A true and correct
12 copy of Plaintiffs’ submission confirmations to the LWDA related to Plaintiffs’ Motion for Final
13 Approval of Class and PAGA Action Settlement, Class Representative Service Awards, and
14 Attorneys’ Fees and Costs (“Motion for Final Approval”) are attached hereto as **Exhibit 6**.

15 10. Defendants PAR Electrical Contractors, Inc. (“Defendant PAR Electrical”), PAR
16 Western Line Contractors, LLC (“Defendant PAR Western”), and Quanta Services, Inc.
17 (“Defendant Quanta”) (collectively, “Defendants”) operate a nationwide electrical construction
18 business specializing in the management, engineering, and construction of high-voltage
19 transmission lines, distribution lines, and substations, as well as emergency restoration services.
20 Defendants employed Plaintiff Korey Curley (“Plaintiff Curley”) as a non-exempt “Journeyman
21 Lineman” and later as a “Quality Control Inspector,” from approximately March 3, 2006 to
22 approximately December 11, 2020. Plaintiff Curley’s job duties included completing electrical
23 installations as a Journeyman Lineman and inspecting finished installations and writing reports
24 on them as a Quality Control Inspector. Defendants employed Plaintiff Scott Ryan (“Plaintiff
25 Ryan”) as a non-exempt “Lineman” at the time of his initial hire in approximately December
26 2019, then promoted him to “Foreman” in approximately November 2021 until he was laid off in
27 March 2022. Plaintiff Ryan’s job duties included analyzing blueprints, clearing land for
28

powerlines, erecting utility poles, and responding to electrical outages. Like all Class Members, Plaintiffs were subject to Defendants' wage and hour policies and practices.

11. On May 4, 2021, Plaintiff Curley filed the initial complaint in the instant action 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. Plaintiff Curley alleged 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 employees upon termination; (6) failed to maintain accurate records; (7) violated California's Unfair Competition Law; and (8) was liable for civil penalties under California's Private Attorneys General Act ("PAGA"), Labor Code § 2698 *et seq.*

12. 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 LWDA of his intent to seek civil penalties under 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.

13. On May 25, 2023, Plaintiffs filed the operative First Amended Complaint ("FAC") in this Action to add Plaintiff Ryan as a named plaintiff and to consolidate the factual allegations and causes of action from the Ryan Action into the instant action. The operative FAC alleges that Defendants (1) failed to pay all minimum, regular, and overtime wages (Labor Code §§ 510, 1194); (2) failed to provide all meal periods (Labor Code §§ 226.7, 512, 558); (3) failed to authorize and permit all rest periods (Labor Code §§ 226.7, 516, 558); (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); (8) engaged in unfair competition (Business and Professions Code § 17200 *et seq.*); and (9) were liable for civil penalties under the PAGA (Labor Code § 2698, *et seq.*)

14. Plaintiffs and Defendants (collectively, the “Parties”) engaged in significant discovery and motion practice prior to reaching the Settlement. Specifically, the Parties attended two mediations over the course of this matter. The first mediation occurred in 2022 with Steve Rottman, Esq., which did not result in a settlement. Prior to this initial mediation, Defendants produced a representative sample of timekeeping and payroll records for employees who worked during the Class Period, classwide data points, and relevant policy documents, including the Collective Bargaining Agreements (“CBAs”) in effect during the Class Period. Following the initial mediation, the Parties engaged in extensive formal litigation, including class-certification-related written discovery and mailing a *Belaire-West* notice to putative class members. The second mediation occurred on January 9, 2025, with Steve Mehta, Esq. Prior to this mediation, Defendants produced updated classwide data points. Plaintiffs’ counsel used this information to construct a comprehensive damages model to evaluate Defendants’ potential exposure on each claim. During the mediation, the Parties exchanged differing views regarding Defendants’ liability, exposure valuations, legal positions, and the likelihood of class certification. Although no settlement was reached at the conclusion of the session, the Parties continued discussions with Mr. Mehta’s assistance.

15. On June 30, 2025, Plaintiffs filed their Motion for Summary Adjudication pursuant to Code of Civil Procedure § 437c(t) (the “MSA”) seeking a determination of whether Defendants’ CBAs satisfy the exemptions under Labor Code § 512(e) and Wage Order No. 16, § 11(E), from compliance with meal- and rest-period requirements. On August 22, 2025, Defendants filed their opposition. Before the Parties completed briefing on the MSA, Mr. Mehta issued a mediator’s proposal that both Parties accepted. That proposal was memorialized in the long-form Stipulation of Class and PAGA Settlement (“Settlement Agreement”) which the Court

preliminarily approved on November 21, 2025. Plaintiffs provided the LWDA with the Settlement Agreement along with all moving papers associated with the Motion for Preliminary Approval.

16. Since the Response Deadline will occur after the filing deadline for this Motion, but before the Motion hearing date of July 31, 2026, Plaintiffs' counsel will file a supplemental declaration from Apex to update the Court of any disputes, objections, or requests for exclusion received after the July 27, 2026, extended Response Deadline.

17. As explained in the Motion for Preliminary Approval, Defendants maintain that the Labor Code meal period requirements do not apply to Plaintiffs and Class Members because they are employees of an electrical corporation covered by valid CBAs that include final and binding grievance and arbitration procedures. Defendants further assert that their CBAs establish a referral procedure for disputed matters and include grievance processes culminating in adjudication by the Labor-Management Committee or the Council on Industrial Relations for the Electrical Contracting Industry, whose decisions are final and binding. Regardless of whether the CBAs satisfy the meal period exemption requirements, Defendants deny requiring employees to work off the clock during meal periods. Finally, Defendants contend that this claim is not suitable for class treatment because it would require individualized inquiries into whether employees were required to work off the clock and for how long on any given day. Defendants further argue that such inquiries are especially problematic because employees worked at different job sites, under different supervisors, and off-the-clock time is inherently unrecorded, making the claim unmanageable for class litigation.

18. Regarding Plaintiffs' rest period claim, Defendants assert that the language in the CBAs provides equivalent protection necessary to shield Defendants from the Wage Order's rest period requirements. Additionally, Defendants claim that the CBAs do not limit Class Members to only two rest periods per shift and that this claim will fail on the merits. Defendants further deny that they failed to authorize and permit rest periods and argue that Plaintiffs cannot substantiate this claim through common documentary evidence because rest periods are not recorded. They contend that proving this claim would require individualized inquiries into

whether employees were authorized and permitted to take lawful rest periods and on which days, rendering the claim unmanageable for class treatment.

19. As to Plaintiffs' allegation that Defendants required Class Members to use their personal cellular phones without reimbursement, Defendants respond that they provided radios to employees for workday communications, eliminating any need to use personal cell phones for work purposes. Defendants contend that any personal cellular phone use was a matter of employee choice and therefore not subject to reimbursement. Defendants further maintain that this claim is unsuitable for class certification because individual issues would predominate in determining which employees, if any, used their personal cell phones instead of the radios provided by Defendants and for what reasons, rendering the claim unmanageable for class treatment.

20. With respect to Plaintiffs' derivative wage statement, waiting time, and PAGA claims, Defendants argue that the alleged wage statement violations were not "knowing and intentional," and that Plaintiffs cannot show they "suffer[ed] injury," as required by Labor Code § 226(e) for imposition of penalties. Defendants further contend that they possess strong good faith defenses to Plaintiffs' underlying claims, thereby precluding recovery of waiting time penalties, which are available only for the "willful" failure to pay wages. Defendants also maintain that, given their good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if Defendants were found liable for Plaintiffs' underlying claims.

21. In this case, my firm and co-counsel have a lodestar of approximately \$902,177.50, which results in a multiplier of approximately 3.25 compared to the \$2,940,000.00 fee request. A summary showing the number of hours of work performed by each attorney and legal assistant is set forth below. The billing rates used are reasonable in view of the evidence submitted herewith, including prior judicial approvals of comparable rates.

Name	Rate	Hours	Pre-Multiplier Lodestar
Paul K. Haines (19th Year Attorney)	\$975	184.5	\$179,887.50
Fletcher W. Schmidt (13th Year Attorney)	\$875	197.9	\$173,162.50

1	Andrew J. Rowbotham (11th Year Attorney)	\$775	318.4	\$246,760.00
2	Susan J. Perez (6th Year Attorney)	\$600	175.6	\$105,360.00
3	HLG Firm Paralegals	\$250	35.2	\$8,800.00
4	Isam C. Khoury, Founding Partner of CKS Admitted to CA Bar: 1974	\$1,100	29.4	\$32,340.00
5	Michael D. Singer, Managing Partner of CKS Admitted to CA Bar: 1984	\$1,250	41.9	\$52,375.00
6	Rosemary C. Khoury, Associate of CKS Admitted to CA Bar: 2020	\$500	88.0	\$44,000.00
7	J. Jason Hill, Former Partner of CKS Admitted to CA Bar: 1995	\$700	40.4	\$28,280.00
8	Marta Manus, Former Associate of CKS Admitted to CA Bar: 2008	\$700	24.7	\$17,290.00
9	Amber Worden, Paralegal of CKS	\$200	27.3	\$5,460.00
10	Matthew Atlas, Paralegal of CKS	\$175	6.3	\$1,102.50
11	Brad Nakase President of Nakase Law Firm, Inc. Admitted to CA Bar: 2005	\$800	9.2	\$7,360.00
12	Total Lodestar			\$902,177.50

22. My firm and co-counsel's work included conducting pre-filing investigations, analyzing Plaintiffs' claims, performing legal research, reviewing documents and data produced by Defendants, building and revising damages models, preparing for and attending two mediations, overseeing Belaire-West notice mailings to putative class members, interviewing and advising putative class members who contacted counsel after receiving Belaire-West notices, conducting extensive legal research and factual investigation into Defendants' CBAs, drafting and filing Plaintiffs' Motion for Summary Adjudication, negotiating and drafting the long-form Settlement Agreement, preparing the Motions for Preliminary and Final Approval, overseeing the Notice process, addressing delays caused by inconsistencies in the Class Data list, and otherwise litigating the case through final approval. My firm and co-counsel will also expend additional

1 time attending the hearing on this Motion, overseeing funding and disbursement, addressing
2 settlement administration issues, communicating with the Settlement Administrator, and
3 reviewing and filing the Settlement Administrator's final accounting declaration with the Court.

4 23. My firm and co-counsel incurred and respectfully requests reimbursement of
5 \$50,502.19 in out-of-pocket litigation expenses, which is significantly less than the \$100,000.00
6 amount preliminarily approved by the Court and permitted under the Settlement Agreement. My
7 firm's submitted cost records and declarations presently document \$50,298.83 in incurred
8 litigation costs. The requested cost reimbursement of \$50,502.19 includes an additional \$203.36
9 in anticipated, necessary costs expected to be incurred in connection with finalizing, filing,
10 serving, and submitting the final approval papers, and completing related final approval tasks.
11 My firm also retained Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to perform
12 expert analyses supporting Plaintiffs' claims. Dr. DuMond's invoices are submitted herewith in
13 support of the request for reimbursement of litigation costs.

14 24. Here, Plaintiffs seek Service Awards of \$20,000.00 total (\$10,000.00 to each
15 Plaintiff). Plaintiffs did more than lend their names to a routine settlement. They pursued the case
16 through extensive litigation, including a filed Motion for Summary Adjudication, two mediations,
17 and ongoing negotiations. Plaintiffs remained involved throughout that process. Specifically,
18 Plaintiffs helped procure the Settlement by searching for and providing documents to their
19 attorneys, discussing factual information regarding the claims and Defendants' policies and
20 practices, assisting counsel in preparing for two mediations, making themselves available
21 throughout both mediations to answer questions posed by the mediators, discussing the status of
22 the case and the settlement agreement with their counsel, requesting updates on case progress,
23 and otherwise helping move the case toward resolution.

24 25. Plaintiffs also undertook risks and obligations not shared by the Class Members.
25 They publicly filed a class and representative action against their former employer, remained
26 responsible for assisting counsel throughout the litigation and settlement process, and agreed to a
27 broader release than the release provided by absent Class Members.

1 26. Plaintiff Ryan consented to apportion fees between class counsel as follows: 55%
2 of attorneys' fees will be allocated to the Haines Law Group, APC; 31.5% to Cohelan Khoury &
3 Singer; and 13.5% to the Nakase Law Firm.

4 27. I confirm that I do not have any interest or involvement in, and am not affiliated
5 with, the proposed settlement administrator, Apex Class Action Administration.

6 I declare under penalty of perjury under the laws of California and the United States that
7 the foregoing is true and correct. Executed on July 9, 2026, at El Segundo, California.

8 

9 _____
Andrew J. Rowbotham

EXHIBIT 1

FILED
San Diego Superior Court
Central Division

NOV 21 2025

Clerk of the Superior Court
By: A. Yim, 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,

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

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

**[PROPOSED] ORDER GRANTING
PRELIMINARY 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

1 The Motion of Plaintiffs Korey Curley and Scott Ryan (collectively, "Plaintiffs") for
2 Preliminary Approval of Class Action Settlement came on regularly for hearing before this Court
3 on November 21, 2025, at 1:30 p.m. This Court, having considered the proposed Stipulation of
4 Settlement ("Settlement Agreement") attached as Exhibit 1 to the Declaration of Andrew J.
5 Rowbotham filed concurrently herein; having considered Plaintiffs' Motion for Preliminary
6 Approval of Class and PAGA Action Settlement, Memorandum of Points and Authorities in
7 support thereof, and supporting declarations filed therewith; and good cause appearing, HEREBY
8 ORDERS THE FOLLOWING:

9 1. The Court GRANTS preliminary approval of the class action settlement as set
10 forth in the Settlement and finds its terms to be within the range of reasonableness of a settlement
11 that ultimately could be granted approval by the Court at a Final Approval Hearing. For purposes
12 of the Settlement, the Court finds that the proposed Settlement Class is ascertainable and that
13 there is a sufficiently well-defined community of interest among the members of the Settlement
14 Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
15 conditional certification of the following Settlement Class:

16 All employees employed by Defendants PAR Electrical
17 Contractors, Inc., PAR Western Line Contractors, LLC, and Quanta
18 Services, Inc. (collectively, "Defendants") in California as
19 nonexempt hourly electrical installation employees, Linemen,
Foremen, and/or any other similar job title or position from May 4,
2017 through March 10, 2025 ("Class Period").

20 2. The Settlement Agreement specifies for an attorneys' fees award not to exceed
21 35% of the Gross Settlement Amount (\$2,940,000.00), an award of litigation expenses incurred
22 not to exceed \$100,000.00, proposed Class Representative Service Awards to Plaintiffs in an
23 amount not to exceed \$20,000.00 (\$10,000.00 to each plaintiff), and PAGA civil penalties in the
24 amount of \$400,000.00 (25% of which, \$100,000.00 will be paid to PAGA Aggrieved
25 Employees). The Court will not approve the amount of attorneys' fees and costs, Service Awards,
26 or PAGA civil penalties, until the Final Approval Hearing.

27 3. For purposes of the Settlement, the Court designates Plaintiffs Korey Curley and
28 Scott Ryan as the Class Representatives, and designates Fletcher W. Schmidt, Paul K. Haines,

1 Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC, Michael D. Singer and
2 Rosemary Khoury of Cohelan Khoury & Singer, and Brad Nakase of Nakase Law Firm, Inc., as
3 Class Counsel.

4 4. The Court designates Apex Class Action Administration (“Apex”) as the third-
5 party Settlement Administrator for mailing notices.

6 5. The Court approves, as to form and content, the Notice of Class Action and PAGA
7 Settlement, Notice of Individual Class Payment, Request for Exclusion Form, and Objection
8 Form (the “Notice Packet”) attached as Exhibit 2 to the Declaration of Andrew J. Rowbotham.

9 6. The Court finds that the form of notice to the Settlement Class regarding the
10 pendency of the action and of the Settlement, and the methods of giving notice to members of the
11 Settlement Class, constitute the best notice practicable under the circumstances, and constitute
12 valid, due, and sufficient notice to all of the Class Members. The form and method of giving
13 notice complies fully with the requirements of California Code of Civil Procedure § 382,
14 California Civil Code § 1781, California Rules of Court 3.766 and 3.769, the California and
15 United States Constitutions, and other applicable law.

16 7. The Court further approves the procedures for the Class Members to opt out of or
17 object to the Settlement, as set forth in the Notice Packet.

18 8. The procedures and requirements for filing objections in connection with the Final
19 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
20 presentation of any Class Member’s objection to the Settlement in accordance with the due
21 process rights of all members of the Settlement Class.

22 9. The Court directs the Settlement Administrator to mail the Notice Packet to the
23 members of the Settlement Class in accordance with the terms of the Settlement. The Court directs
24 the Settlement Administrator to carry out all duties as required by the Settlement.

25 10. No claim form is required for Class Members to receive their settlement payment.
26 The Notice Packet shall provide at least sixty (60) calendar days’ notice for members of the
27 Settlement Class to opt out of, or object to the Settlement. Any Request for Exclusion or Objection
28 shall be submitted directly to the Settlement Administrator and not filed with the Court. Class

1 Members shall submit Objections to the Settlement Administrator by the Response Deadline. The
2 Settlement Administrator shall serve copies on all counsel as received. Following the Response
3 Deadline, Class Counsel shall file a single packet of all Objections with the Court. The Settlement
4 Administrator shall give notice to any objecting Class Member of any continuance of the hearing
5 on Plaintiffs' Motion for Final Approval of Class Action Settlement.

6 11. The Final Approval Hearing on the question of whether the Settlement should be
7 finally approved as fair, reasonable, and adequate is scheduled in Department C-63 of this Court,
8 located at 330 W. Broadway, San Diego, CA 92101 on May 1, 2026 at 1:30 p.m.

9 12. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
10 should be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether
11 a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs'
12 application for reasonable attorneys' fees, reimbursement of litigation expenses, Service Awards,
13 settlement administration costs, and payment to the Labor & Workforce Development Agency
14 ("LWDA") for penalties under the Labor Code Private Attorneys General Act should be granted.

15 13. Counsel for the parties shall file memoranda, declarations, or other statements and
16 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
17 expenses, Plaintiffs' Service Awards, payment to the LWDA, and settlement administration costs,
18 prior to the Final Approval Hearing according to the time limits set by the Code of Civil Procedure
19 and the California Rules of Court.

20 ///

21 ///

22 ///

1 14. An implementation schedule is below (assuming preliminary approval is granted
2 on November 21, 2025):

Event	Date
Defendants to provide Class Member information to the Settlement Administrator no later than [20 business days after preliminary approval]:	December 22, 2025
Settlement Administrator to mail the Notice Packet to Class Members no later than [10 business days after receiving Class Member information]:	January 7, 2026
Deadline for Class Members to request exclusion from, or object to, the Settlement, or submit a dispute [60 calendar days after mailing]:	March 9, 2026
Deadline for Plaintiffs to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	April 9, 2026
Final Approval Hearing:	☐ May 1, 2026 at 1:30 p.m. ☐ _____ at _____ a.m. / p.m.

14 15. Pending the Final Approval Hearing, all proceedings in this action, other than
15 proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this
16 Order, are stayed.

17 16. Counsel for the parties are hereby authorized to utilize all reasonable procedures
18 in connection with the administration of the Settlement which are not materially inconsistent with
19 either this Order or the terms of the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: 12/4, 2025

23 *WONG PD*
TRUC
11/21/25

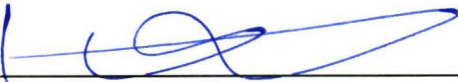
24 
25 Hon. Katherine Bacal
26 Judge of the Superior Court
27
28

EXHIBIT 2

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the numbers after "LWDA-CM-" in the following format, "XXXXXXXX-XX".

[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

San Diego County Superior Court ▼

Court Case Number *

37-2021-00019761-CU-

Hearing Date *

11/21/2025

Hearing Time *

13:30

HH:MM

Hearing Location *

330 W. Broadway, San Die

Number of aggrieved employees *

5,885

Net Amount to Aggrieved Employees *

4908010.00

Gross settlement amount *

8400000.00

Gross penalty *

400000.00

Penalties to LWDA *

300000.00

Date of proposed settlement *

10/29/2025

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.
- ☐ There are no other PAGA claims which may be affected by this proposed settlement.
- ☒ The proposed settlement may affect other PAGA claims.

PAGA Notices

LWDA case number(s) of other PAGA Notices: LWDA-CM :

888396-22

Name of Plaintiff

Scott Ryan

[Add Additional Notices](#)

- ☐ A Notice of Related Cases has been filed in all related actions.
- ☒ Plaintiff has provided copies of proposed settlement and moving papers to plaintiffs with claims that are affected by this proposed settlement agreement.
- ☒ Plaintiff has submitted to LWDA the court complaint(s) on which this settlement is based.

Proposed Settlement and Other Documents

Proposed Settlement (must be .pdf or .xlsx) *

Exhibit 1 – Pa... Plaintiffs).pdf

Other Attachment (if any, must be .pdf or .xlsx)

1. 2025-10-... PA Motion.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

2. 2025-10-...y Approval.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

3. 2025-10-...ISO PAR PA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

4. 2025-10-...ISO PAR PA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

5. 2025-10-...ISO PAR PA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

6. 2025-10-...ISO PAR PA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

7. 2025-10-... Settlement.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

8. 2025-10-... Settlement.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

9. 2025-10-... Settlement.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

10. 2025-10...Settlement.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

11. 2025-10...Settlement.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

12. 2025-10...rtranft TPA.pdf

Other Attachment (if any, must be .pdf or .xlsx)

[Remove](#)

Choose File 13. 2025-10...f of Service.pdf

[Add Another Attachment](#)

LWDA requests that settling parties provide copies of supporting documents, including memorandum of points and authorities and declaration of counsel filed with the court, to assist LWDA in evaluating proposed settlement agreements.

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ **I understand that, if I file, I must comply with the redaction rules consistent with this notice.**

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

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[Previous Page](#)

[Submit](#)

From: no-reply@formassembly.com
To: [Jonathan Ramirez](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, October 29, 2025 7:15:25 PM

10/29/2025 07:13:48 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/29/2025 07:13:48 PM your Proposed Settlement was successfully processed for case number LWDA-CM-820777-21

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Scott Ryan v. Par Electric, et al.

Additional Charges :

			<u>Qty/Price</u>	<u>Amount</u>
5/31/2022	ALL	Postage for May, 2022.	1 12.26	12.26
	ALL	Copying cost for May, 2022.	19 0.25	4.75
	ALL	Westlaw cost for May, 2022.	1 111.34	111.34
6/30/2022	ALL	Postage for June, 2022.	1 18.99	18.99
	ALL	Copying cost for June, 2022.	18 0.25	4.50
6/9/2022	KI	First Legal Filing Fee for: Complaint, Summons, CCS, COA and Additional FL Charges (Same Day) Order #: [REDACTED]	1 1,560.33	1,560.33
	KI	First Legal Charge for Jury Fees Order #: [REDACTED]	1 150.00	150.00
8/31/2022	ALL	Postage for August, 2022.	1 2.43	2.43
	ALL	Copying cost for August, 2022.	33 0.25	8.25
9/30/2022	ALL	Postage for September, 2022.	1 0.57	0.57
	ALL	Copying cost for September, 2022.	5 0.25	1.25

			<u>Qty/Price</u>	<u>Amount</u>
8/5/2022	KI	First Legal Service Fee: Service of Summons and Complaint to Par Electrical Contractors, Inc. (signed: Trudy Desbiens) Process- 3 days Order # [REDACTED]	1 176.43	176.43
	KI	First Legal Service Fee: Service of Summons and Complaint to Par Western Line Contractors, LLC (signed: Trudy Desbiens) Process - 3 days Order #: [REDACTED]	1 176.43	176.43
	KI	First Legal Service Fee: Service of Summons and Complaint to Quanta Services (signed: Trudy Desbiens) Process - 3 Days Order #: [REDACTED]	1 176.43	176.43
8/9/2022	KI	First Legal Filing Fee: POS Quanta, POS Par Western, POS Par Electric (Same Day) Order #: [REDACTED]	1 56.68	56.68
9/30/2022	ALL	CourtCall fee for hearing on 9/7/22.	1 94.00	94.00
8/15/2022	KI	First Legal Filing Fee: First Amended Class Action Complaint Order #: [REDACTED]	1 59.68	59.68
8/17/2022	KI	First Legal Service Fee: Service of Summons and Complaint to Quanta Services, Inc (Signed: Chimere Brooks) (Next Day - Advance Fee) Order #: [REDACTED]	1 272.90	272.90
8/19/2022	KI	First Legal Filing Fee: Proof of Service (Same Day) Order #: [REDACTED]	1 56.68	56.68
8/30/2022	KI	First Legal Filing Fee: Case Management Statement Order #: [REDACTED]	1 56.68	56.68
9/9/2022	IDLC	First legal's fee for filing of: Notice of court orders (Signed: Drop box dept. S26) *Same Day Base charge + Fuel charge Order #: [REDACTED]	1 56.68	56.68
11/30/2022	ALL	Postage for November, 2022.	1 0.81	0.81
	ALL	Westlaw cost for November, 2022.	1 103.95	103.95
11/3/2022	IDLC	First legal's fee for filing of: Joint stipulation File/Conform/Return - Advance Fees Filing- Branch PDF Same Day - Signed: paid, dropped in s26 Base charge, Fuel charge + Adv/ wit ck + Check charges Order #: [REDACTED]	1 77.48	77.48

			Qty/Price	Amount
12/31/2022	ALL	Westlaw cost for December, 2022.	1 6.12	6.12
11/15/2022	IDLC	San Bernardino Court Document Purchase Fee - Stipulation and order filed Transaction #: [REDACTED]	1 3.50	3.50
1/31/2023	ALL	Postage for January, 2023.	1 10.12	10.12
	ALL	Copying cost for January, 2023.	103 0.25	25.75
1/9/2023	IDLC	First legal's filing fee for: Joint status report Filing - Branch PDF Same day - Signed: Drop box, dept S26 Base charge + Fuel charge Order #: [REDACTED]	1 60.22	60.22
1/31/2023	ALL	CourtCall fee for hearing on 1/17/23.	1 72.00	72.00
6/9/2022	ALL	LWDA Filing fee. Order #: [REDACTED]	1 75.00	75.00
8/9/2023	IDLC	CourtCall fee for hearing on 7/17/2023.	1 72.00	72.00
6/7/2023	IDLC	First legal's filing fee for: Declaration, Order, Request. Order #: [REDACTED] File/conform/Return Filing-Branch PDF same day Base charge + Fuel charge	1 60.22	60.22
7/17/2023	IDLC	First legal's Filing fee for: Request, order, Declaration, Notice of ruling. Filing-Branch PDF same day Order #: [REDACTED] Base charge + Fuel charge	1 60.22	60.22
1/31/2024	ALL	Westlaw cost for January, 2024.	1 113.94	113.94
4/26/2024	ALL	One legal's filing fee for: Order - Other, Stipulation - Other - Fee Due, Proof of Service Order #: [REDACTED]	1 35.98	35.98
4/17/2024	IDLC	First legal's service fee for: Deliver Courtesy copies to dept. C69 Order #: [REDACTED] PDF Courtesy Delivery Base charge	1 35.00	35.00

			<u>Qty/Price</u>	<u>Amount</u>
5/31/2024	ALL	Westlaw cost for May, 2024.	1 129.27	129.27
3/15/2024	ALL	SD County document purchase fee for: First Amended class action complaint. Purchase confirmation # [REDACTED]	1 22.60	22.60
6/20/2024	ALL	Simpluris service fee for: Translation services, Postage, and preparation of notices. Invoice #: [REDACTED]	1 5,975.82	5,975.82
7/9/2024	ML	Mediation Offices of Steven G. Mehta, for mediation on January 9, 2025. Fee for Zoom Class Action Full Day Mediation and administrative fees. Invoice #: [REDACTED]	1 5,125.00	5,125.00
10/3/2024	VG	One Legal's Filing fee for: Proof of Service, Stipulation - Fee Due Order #: [REDACTED]	1 39.84	39.84
12/16/2024	ML	BRG Expert fee for services rendered through November 30, 2024 Invoice [REDACTED]	1 8,768.50	8,768.50
12/31/2024	ML	Copying cost for December, 2024.	3 0.25	0.75
1/9/2025	ML	BRG Expert fee services rendered through December 31, 2024. Invoice #: [REDACTED]	1 2,024.00	2,024.00
1/31/2025	ML	Westlaw cost for January, 2025.	1 373.13	373.13
1/17/2025	ML	First legal's service fee for Ex parte courtesy copy delivery Order #: [REDACTED]	1 60.00	60.00
	ML	One legal's Filing fee for ex parte application and supporting documents, ex parte application and supporting documents, ex parte Order #: [REDACTED]	1 17.50	17.50
	ML	One Legal's Filing fee for ex parte application and supporting documents, proposed order, declaration, proof of service. Order #: [REDACTED]	1 84.36	84.36
2/3/2025	ML	San Diego Superior Court Document Purchase fee for: Minute Order. Document Order #1 [REDACTED]	1 1.00	1.00
2/4/2025	ML	One Legal's Filing fee for Report, Proof of Service Order #: [REDACTED]	1 21.37	21.37
3/4/2025	ML	First legal's service fee for courtesy copies of filing Deliver to departmen t C-63 Judge Bacal Deliver Courtesy Co	1 37.25	37.25

			<u>Qty/Price</u>	<u>Amount</u>
	Order #:			
4/30/2025	ML	Copying cost for April, 2025.	1 0.25	0.25
4/9/2025	ML	FedEx for April 2025 Invoice #:	1 8.70	8.70
5/31/2025	ML	Copying cost for May, 2025.	58 0.25	14.50
	ML	Westlaw cost for May, 2025.	1 21.74	21.74
5/13/2025	IO	One Legal's filing fee for: Report,Stipulation - Fee Due,Proposed Order,Proof of Service Order #:	1 43.06	43.06
6/24/2025	ML	First Legal's service fee for courtesy copy delivery of ex parte papers Advance Fees Deliver Courtesy Copy Order #:	1 37.25	37.25
6/30/2025	ML	Westlaw cost for June, 2025.	1 589.07	589.07
6/24/2025	IO	One Legal's filing fee for: Ex Parte Application and Supporting Documents,Declaration,Proof of Service Order #:	1 84.36	84.36
7/1/2025	ML	First Legal's service fee for courtesy copy of MSA filing Advance Fees Deliver Courtesy Copy Order #:	1 103.75	103.75
7/9/2025	IO	One Legal's filing fee for: Motion for Summary Judgment and/or Adjudication,Proposed Order,Statement of Undisputed Facts,Request Order #:	1 539.42	539.42
7/31/2025	ML	Westlaw cost for July, 2025.	1 16.78	16.78
9/4/2025	ML	First Legal's service fee for JOINT NOTICE OF SETTLEMENT;PROOF OF SERVICE CC TO DEPT C-69 Order #:	1 37.25	37.25

		<u>Qty/Price</u>	<u>Amount</u>
9/15/2025	IO One Legal's Filing fee for: Stipulation - Fee Due,Proof of Service Order #: [REDACTED]	1 45.32	45.32
10/8/2025	ML Copying cost for October, 2025.	1 0.25	0.25
10/31/2025	ML Westlaw cost for October, 2025.	1 34.35	34.35
10/30/2025	ML First Legal's service fee for courtesy copies of motion Deliver Courtesy Copy Order #: [REDACTED]	1 112.25	112.25
10/29/2025	IO One Legal's Filing fee for: Motion for Approval of Class Settlement,Proposed Order,Declaration Order #: [REDACTED]	1 86.62	86.62
11/13/2025	ML First Legal's service fee for 2025-11-13 Notice of Errata ISO Par Electric PA Motion.pdf,2025-11-13 Proof of Service.pdf Deliver Courtesy Copy Order #: [REDACTED]	1 38.25	38.25
	IO One Legal's Filing fee for: Notice of Errata,Proof of Service Order #: [REDACTED]	1 23.63	23.63
12/4/2025	IO San Diego Superior Court Document Purchase: Order. Document Order #: [REDACTED]	1 5.00	5.00
3/23/2026	ML One Legal's Filing fee for Stipulation - Fee Due,Proof of Service Order #: [REDACTED]	1 46.46	46.46
Total Costs:			\$28,438.22

EXHIBIT 4

LAFFEY MATRIX

[History](#)
[Case Law](#)
[See the Matrix](#)
[Contact us](#)
[Home](#)

			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/25- 5/31/26	1.075336	\$277	\$508	\$625	\$902	\$1,019	\$1,227
6/01/24- 5/31/25	1.080182	\$258	\$473	\$581	\$839	\$948	\$1,141
6/01/23- 5/31/24	1.059295	\$239	\$437	\$538	\$777	\$878	\$1,057
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

December 16, 2024
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Korey Curley, et al. vs. Par Electrical Contractors, Inc., et al.

Services Rendered Through November 30, 2024

Professional Services	\$	8,768.50	USD
CURRENT CHARGES	\$	<u>8,768.50</u>	USD

PAYMENT IS DUE BY January 15, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at M [REDACTED]

Please remit wire/ACH payment to:

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED] 7
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

Please send remittance advice details to:

[REDACTED]

CC:

[REDACTED]
[REDACTED]

Please remit check payment to:

[REDACTED]
[REDACTED]

Please remit express/overnight payment to:

[REDACTED]
[REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: Korey Curley, et al. vs. Par Electrical Contractors, Inc., et al.

Page 2 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through November 30, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	2.70	1,822.50
Senior Managing Consultant			
Robert Schmalfuss	460.00	12.00	5,520.00
Brooke Truitt	460.00	3.10	1,426.00
Total Professional Services		17.80	8,768.50



BRG

INVOICE

To: Paul Haines
c/o: Haines Law Group
RE: Korey Curley, et al. vs. Par Electrical Contractors, Inc., et al.

Page 3 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through November 30, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
11/21/24	Jon M. DuMond	Download, review data; case discussions.	0.60
11/21/24	Robert Schmalfuss	Loading payroll files.	9.00
11/21/24	Brooke Truitt	Reviewed data; converted PDF.	1.40
11/22/24	Jon M. DuMond	Case discussions; review files.	0.90
11/22/24	Robert Schmalfuss	Loading payroll files.	3.00
11/25/24	Jon M. DuMond	Review documents and files; case discussions.	1.20
11/25/24	Brooke Truitt	Converted PDF.	1.70
Professional Services			17.80



Paul Haines
Haines Law Group
2155 Campus Drive, Suite 180
El Segundo, CA 90245

January 09, 2025
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: Korey Curley, et al. vs. Par Electrical Contractors, Inc., et al.

Services Rendered Through December 31, 2024

Professional Services	\$	2,024.00	USD
CURRENT CHARGES	\$	2,024.00	USD

PAYMENT IS DUE BY February 08, 2025

Please direct questions regarding this invoice to: Jon M. DuMond at [REDACTED]

OTHER OUTSTANDING INVOICES AS OF TODAY

Invoice # 10009226 - Dated 12/16/2024

8,768.50

Due Date: 01/15/25

DUE IN 6 DAYS

Please remit wire/ACH payment to:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Please remit check payment to:

[REDACTED]
[REDACTED]

Please remit express/overnight payment to:

[REDACTED]
[REDACTED]
[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

[REDACTED]
[REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: Korey Curley, et al. vs. Par Electrical Contractors, Inc., et al.

Page 2 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through December 31, 2024

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Senior Managing Consultant			
Brooke Truitt	460.00	4.40	2,024.00
Total Professional Services		4.40	2,024.00



To: Paul Haines
c/o: Haines Law Group
RE: Korey Curley, et al. vs. Par Electrical Contractors, Inc., et al.

Page 3 of 3
Invoice # [REDACTED]
Client-Project: [REDACTED]

Services Rendered Through December 31, 2024

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
12/05/24	Brooke Truitt	Converted PDF; prepared data.	4.40
Professional Services			4.40

EXHIBIT 6