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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]*

**DECLARATION OF PLAINTIFF DANIEL
MCCABE IN SUPPORT OF APPROVAL
OF CLASS AND PAGA ACTION
SETTLEMENT**

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

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

DECLARATION OF DANIEL MCCABE

I, Daniel McCabe, declare as follows:

1. I am an individual over the age of 18 and the named plaintiff 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 Summit Electrical, Inc. ("Summit Electrical") as a non-exempt "Electrical Contractor" from approximately September 2021 until approximately June 2023. I worked for Summit Electrical on various projects throughout San Diego. My job duties included reviewing blueprint layouts of jobsites, running electrical wires, hanging lights, working on roofs, and other electrical work.

3. Throughout my employment with Summit Electrical, the company did not pay me all minimum and overtime wages owed. Specifically, Summit Electrical did not allow me to record my actual time worked when I filled in my timecards. Since the foreman at my assigned jobsite had to sign my daily timecards, I could not document any hours beyond my scheduled shift time, including any pre- or post-shift preparation time, since the foreman only signed timecards that reflected my scheduled hours. This meant I was not paid for either the time I was required to arrive at jobsites ten minutes *before* my scheduled shifts to prepare my work area with my tools and equipment or the time I had to stay at least ten minutes *after* my scheduled shift time to clean and pack up my work area. If I were to work beyond my scheduled shift time, I would have to obtain approval from a manager, which was not feasible to do every day since a manager was not always available at jobsites. I have also been made aware that Summit Electrical paid me semi-annual bonuses but did not include the value of these bonuses in my overtime and sick pay wages when the company was required to do so. Due to these issues, I believe I was not paid all my wages.

4. Moreover, Summit Electrical did not provide me and my coworkers with 30-minute, uninterrupted, meal periods that occurred before the fifth hour of work or second meal periods if we worked shifts over ten hours. Specifically, Summit Electrical's foreman interrupted

me during my meal periods with work related tasks. For example, if a materials delivery arrived during my meal period, my coworkers and I had to stop our meal periods to unload those materials. Likewise, if a materials delivery arrived shortly before our meal period, my coworkers and I were expected to unload any materials and take our meal periods after the fifth hour of our shifts. Also, my meal periods were generally late even when I did not have deliveries to unload. This is because my pre-shift preparation time was not included in the calculus for determining my meal period time, meaning any meal period that was provided at exactly my fifth hour of work was late, after accounting for the hours I actually began work.

5. Summit Electrical did not allow me to take all required rest periods. Specifically, the company only allowed me to take one 20-minute rest period per workday, no matter how long my shifts were. Summit Electrical also required me to use my cellular phone to call and text supervisors, coworkers, and clients throughout my shifts, but the company did not reimburse me for a portion of my cellular phone bill.

6. When I first filed my lawsuit, I understood that it had the chance to benefit Summit Electrical's other workers by helping them recover money and penalties they were owed. I felt that Summit Electrical did not follow the law, and I wanted Summit Electrical to comply with the law and treat its employees fairly. I feel as the named plaintiff and I have taken on a greater burden than any of the other class members since I have been actively involved in the litigation since the outset, and because it is my name that is attached to the lawsuit. Although I was aware of the risks associated with filing a public lawsuit, I chose to move forward with the case anyway. Through my efforts, Summit Electrical has agreed to a settlement that will benefit current and former employees of Summit Electrical, and I believe that I should be compensated for carrying the burden of this litigation for the benefit of the other employees.

7. I have been an active participant in this case ever since I first consulted with my attorneys. Among other things, I searched for and provided relevant documents for use in the lawsuit, I provided factual information to my attorneys, had various phone calls with my attorneys to discuss the claims in the lawsuit and Summit Electrical's policies and practices, litigation strategy, and updates on how the case was proceeding and how I could further help the case,

1 assisted my attorneys to help them prepare for mediation, made myself available during the full
2 day mediation and I answered factual questions posed by the mediator, discussed the status of the
3 case and the settlement agreement with my attorneys, and otherwise assisted my attorneys in
4 moving this case towards resolution. I estimate that I have spent approximately 20 to 30 hours in
5 total on these activities.

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

9 I declare under penalty of perjury under the laws of the state of California and the United
10 States that the foregoing is true and correct. Executed on August 19, 2025 at San Diego,
11 California.

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Daniel McCabe (Aug 19, 2025 17:32:26 PDT)

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