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Attorneys for Plaintiff

**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 KATIE TRAN IN
SUPPORT OF FINAL 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

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1. I am a resident of the United States of America and am over the age of 18. I am a Case Manager for Apex Class Action, LLC, (hereinafter referred to as “Apex”), the professional settlement services provider who has been retained by the Parties’ Counsel and subsequently appointed by the Court to serve as the Settlement Administrator for the above captioned *Daniel McCabe, et al. v. Summit Electrical, Inc.* matter. On behalf of both Apex and myself, I possess the authority to issue this declaration. I am personally acquainted with the information contained herein, and in the event of being summoned to provide testimony, I am fully capable and willing to provide competent testimony regarding these facts.

3. Apex was engaged by the Parties' Counsel and subsequently approved and appointed by the Court to provide notification services and claims administration, pursuant to the terms of the Settlement, in the above-referenced Action. The responsibilities undertaken thus far, as well as those to be fulfilled following the granting of Final Approval of the Settlement, include: (a) printing and mailing the Court Approved Class Notice, in English and Spanish (referred to as "Class Notice"); (b) receiving and processing requests for exclusion; (c) resolving disputes among Settlement Class Members regarding the number of workweeks recorded by Defendants during the Class Period, as stated on their individualized Class Notice; (d) calculating individual settlement award amounts; (e) processing and mailing settlement award checks; (f) handling tax withholdings as required by the Settlement and the law; (g) preparing, issuing and filing tax returns and other applicable tax forms; (h) managing the distribution of any unclaimed funds

pursuant to the terms of the Settlement; and (i) undertaking additional tasks as mutually agreed upon by the Parties or as ordered by the Court for Apex to perform.

4. On October 24, 2025, Counsel for the Plaintiff provided Apex with the Court-approved content for the Class Notice. Apex then generated a draft of the formatted Class Notice, which received approval from the Parties' Counsel before being mailed.

5. On November 6, 2025, Counsel for the Defendant provided Apex with the class data file, comprising the names, social security numbers, last known mailing addresses, and the total number of relevant workweeks worked during the Class Period and PAGA Period (hereinafter referred to as "Class Data". The Class Data was successfully uploaded to our database, where it underwent a thorough review to identify any duplicates or potential inconsistencies. The Class Data consisted of a total of 188 individuals.

6. In preparation for the mailing process, all 188 names and addresses listed in the Class Data underwent verification and updating against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). The purpose of this step was to ensure the accuracy and validity of the Settlement Class Members' mailing addresses before sending out the Class Notice. The NCOA database contains records of requested address changes submitted to the USPS. If an updated address was found in the NCOA database, it was utilized for the mailing of the Class Notice. However, in cases where no updated address was found in the NCOA database, the original address provided by Counsel for Defendants was used for the mailing of the Class Notice.

7. On November 26, 2025, the Class Notice was sent to all 188 individuals listed in the Class Data using U.S First Class Mail. A copy of the mailed Class Notice is attached hereto as **Exhibit A**.

8. As of the date of this declaration, our office has received 35 returned Class Notices as undeliverable. Apex conducted a computerized skip trace on the 35 returned Class Notices in order to acquire 35 updated addresses for the purpose of re-mailing the Class Notices. This skip trace effort resulted in obtaining 31 updated addresses, to which we promptly re-mailed the Class Notice via U.S First Class Mail.

1 9. As of the date of this declaration, there have been 31 Class Notices re-mailed as a result
2 of Apex's skip-tracing efforts.

3 10. As of the date of this declaration, 4 Class Notices have been considered undeliverable as
4 no updated address was found despite conducting skip tracing.

5 11. As of the date of this declaration, Apex has not received any requests for exclusion. The
6 deadline for submitting a request for exclusion from the Settlement was January 26, 2026.

7 12. As of the date of this declaration, Apex has not received any objections to the Settlement.
8 The deadline for submitting a written objection to the Settlement was January 26, 2026.

9 13. As of the date of this declaration, Apex has not received any disputes from Class
10 Members. The deadline for submitting a dispute was January 26, 2026.

11 14. As of the date of this declaration, Apex reports 188 Participating Class Members,
12 constituting 100% of the total 188 Settlement Class Members.

13 15. The total number of workweeks worked by Participating Class Members during the Class
14 Period is 17,207.00. The Net Settlement Amount available to Participating Members is estimated
15 to be \$264,349.23 and was calculated by subtracting the requested Class Counsel Fees Payment
16 (\$166,666.67), the amount requested for Class Counsel Litigation Expenses Payment
17 (\$27,234.10), the requested Service Payment (\$10,000.00), the requested Settlement
18 Administration Costs (\$6,750.00), and the PAGA Penalties totaling \$25,000.00 (\$18,750.00 to
19 the LWDA and \$6,250 to Aggrieved Employees) from the Gross Settlement Amount
20 (\$500,000.00). Pursuant to the Settlement Agreement, the Gross Settlement Amount will be
21 funded in installments, and the estimates herein reflect the full settlement amount for allocation
22 purposes.

23 16. Pursuant to the Agreement, \$6,250.00 (25% of the PAGA Penalties of \$25,000.00) will
24 be allocated to Aggrieved Employees as the "PAGA Amount" regardless of whether they opt out
25 of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are
26 109 Aggrieved Employees who worked a total of 7,230.00 PAGA workweeks during the PAGA
27 Period. The *highest* Individual PAGA Payment to an Aggrieved Employee is approximately
28

1 \$102.87, the *average* Individual PAGA Payment is approximately \$57.34, and the *lowest*
2 Individual PAGA Payment is approximately \$0.86.

3 17. Pursuant to the Agreement, the remainder of the Net Settlement Amount (\$264,349.23) will
4 be allocated as the Class Payment. There are 188 Employees who worked a total of 17,207.00 class
5 workweeks during the Class Period. Each Eligible Workweek has been valued at \$15.36. The
6 *highest* Individual Class Action Payment to a Participating Class Member is currently estimated to
7 be approximately \$4,224.79, the *average* Individual Class Action Payment is currently estimated
8 to be approximately \$1,406.11, and the *lowest* Individual Class Action Payment is currently
9 estimated to be approximately \$15.36. These amounts are subject to employee-side taxes and
10 withholdings.

11 18. Apex's comprehensive fees and costs for administering this Settlement, covering both
12 incurred and anticipated expenses, amount to \$6,750.00. A copy of Apex's bid for administrative
13 costs is attached hereto as **Exhibit B**. Apex will proceed with additional tasks related to this
14 matter, such as calculating settlement award payments, issuing and mailing settlement award
15 checks, handling necessary tax filings and reporting on these payments, and any other tasks
16 mutually agreed upon by the Parties or ordered by the Court for Apex to undertake.

17
18 I declare under penalty of perjury under the laws of the State of California and the United
19 States that the foregoing is true and correct, and that this Declaration was executed this 18th day
20 of February 2026 in Irvine, California.

21
22
23 
24 Katie Tran

Exhibit A

McCabe, et al. v. Summit Electrical, Inc.
c/o Apex Class Action LLC
PO Box 54668
Irvine, CA 92619

SUPERIOR COURT OF THE STATE OF CALIFORNIA
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,

Defendant.

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

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt and/or hourly-paid employees who worked for Summit Electrical, Inc. ("Summit Electrical") in the State of California at any time from March 15, 2020 to June 26, 2025.

A COURT AUTHORIZED THIS NOTICE

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE IS PROVIDED TO YOU IN ENGLISH AND SPANISH

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT

You may be entitled to money from this Settlement. Summit Electrical's records show that you were employed by Summit Electrical as a non-exempt and/or hourly-paid employee in California at some time between March 15, 2020 and June 26, 2025 (the "Class Action Period"). The Court ordered that this Notice of Class Action Settlement ("Notice") be sent to you because you may be entitled to money under the Settlement and because the Settlement may affect your legal rights.

The purpose of this Notice is to provide you with a brief description of the class and representative action lawsuit identified at the top of this page ("Lawsuit"), to inform you of the terms of the Settlement, to describe your rights in connection with it, and to explain what steps you may take to participate in, object to, or exclude yourself from it. If you do not exclude yourself from the Settlement and the Court grants final approval, you will be bound by its terms and any final judgment, and you will be mailed your share of the Settlement funds. Notice of the final judgment will be posted online at www.apexclassaction.com/summitelectrical.

What is this case about?

Plaintiff Daniel McCabe ("Plaintiff") brought this Lawsuit against Summit Electrical, asserting claims on behalf of himself and all current and former non-exempt and/or hourly-paid employees who worked for Summit Electrical in the State of California at any time during the Class Action Period ("Class Action Members" or "Settlement Class"). Plaintiff is known as the "Class Representative," and his attorneys, who also represent the interests of all Class Action Members, are known as "Class Counsel."

In the Lawsuit, Plaintiff alleges that Summit Electrical: (1) failed to pay all overtime wages; (2) failed to pay minimum wages for all hours worked; (3) failed to provide all meal periods; (4) failed to authorize and permit all rest periods; (5) failed to reimburse necessary business expenses; (6) failed to furnish accurate, itemized wage statements; (7) failed to pay wages upon termination; (8) engaged in unfair competition; and (9) is liable for civil penalties under the Private Attorneys General Act ("PAGA").

Summit Electrical denies all of Plaintiff's allegations. Summit Electrical denies that it owes Class Action Members any wages, restitution, penalties, or other damages. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability by Summit Electrical, which expressly denies all liability.

The Court has not ruled on the merits of Plaintiff's claims. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the parties' best interests and the interests of Class Action Members to settle the Lawsuit on the terms summarized in this Notice.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Summit Electrical, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Summit Electrical, your decision about whether to participate in the Settlement will not affect your employment. California law and Summit Electrical’s policy strictly prohibit unlawful retaliation. Summit Electrical will not take any adverse employment action against, or otherwise target, retaliate, or discriminate against any Class Action Member because of his or her decision to participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff and Class Action Members: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 2155 Campus Drive, Ste. 180 El Segundo, California 90245 Telephone: (424) 292-2350 Facsimile: (424) 292-2355	Attorneys for Defendant Summit Electrical: SCHWARTZ SEMERDJIAN CAULEY SCHENA & BUSH LLP John A. Schena (SBN 269567) john@sscelaw.com Mikayla R. Preus (SBN 355008) mikayla@sscelaw.com 101 West Broadway, Suite 810 San Diego, CA 92101 Telephone: (619) 236-8821 Facsimile: (619) 236-8827
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What are the terms of the Settlement?

On October 23, 2025, the Court preliminarily certified a class – for settlement purposes only – of all current and former non-exempt and/or hourly-paid employees who worked for Summit Electrical in the State of California at any time from March 15, 2020 to June 26, 2025. Class Action Members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Summit Electrical, as described below in the “Release” section.

Subject to final Court approval, Summit Electrical will pay \$500,000.00 (the “Gross Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Class Action Members, Class Counsel’s attorneys’ fees and expenses, settlement administration costs, payment to the California Labor and Workforce Development Agency (“LWDA”) for its share of PAGA civil penalties, and the Class Representative’s Service Payment.

Summit Electrical will pay the Gross Settlement Amount in three (3) equal installments of \$166,666.67. The first payment is due within 12 months of the Court granting final approval of the Settlement (assuming no objections or appeals). Each of the remaining two payments is due within 12 months of the previous payment.

The following deductions from the Gross Settlement Amount will be requested by Plaintiff:

Settlement Administration Costs. The Court has approved Apex Class Action Administration to serve as the “Settlement Administrator,” which is sending this Notice to you and will perform duties relating to the Settlement. The Court has approved setting aside up to \$6,750.00 from the Gross Settlement Amount to pay the settlement administration costs.

Class Counsel’s Attorneys’ Fees and Expenses. Class Counsel have prosecuted the Lawsuit on behalf of the Class Action Members on a contingency fee basis (that is, without being paid to date) and have paid all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Gross Settlement Amount. Class Action Members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will request fees of up to one-third of the Gross Settlement Amount (currently estimated at \$166,666.67) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel will also ask for reimbursement of up to \$40,000.00 for verified costs incurred by Class Counsel in connection with the Lawsuit.

Class Representative’s Service Payment. Class Counsel will ask the Court to award up to \$10,000.00 to Plaintiff as the Class Representative’s service payment. This is intended to compensate Plaintiff for his service and additional work performed on behalf of the Class Action Members.

PAGA Payment to the LWDA and PAGA Members. The parties have agreed to allocate \$25,000.00 of the Gross Settlement Amount as PAGA civil penalties. Under Labor Code § 2699(i), 75% of these penalties (\$18,750.00) will be payable to the LWDA for its share, and the remaining 25% (\$6,250.00) will be payable to individuals with PAGA standing (the “PAGA Members”) as part of the Net Settlement Amount.

Calculation of Individual Class Action Payments to Class Action Members. After deducting the Court-approved amounts above, the balance of the Gross Settlement Amount will form the Net Settlement Amount, which will be distributed to all Class Action Members who do not submit a valid and timely Request for Exclusion (described below) based on the following formula:

- (i) First, the Settlement Administrator will distribute the 25% share of PAGA civil penalties (\$6,250.00) to PAGA Members proportionally based on the number of workweeks each worked for Summit Electrical in California between March 18, 2023, and June 26, 2025 (the “PAGA Period”). This payment is referred to as the “Individual PAGA Payment” on your Notice of Settlement Award.
- (ii) The remainder of the Net Settlement Amount will be distributed to participating Class Action Members based on their proportionate number of workweeks worked during the Class Action Period as follows: (a) dividing the Net Settlement Amount by the total number of Class Action workweeks worked by all Class Action Members during the Class Action Period, and (b) multiplying the result by each Class Action Member’s workweeks. This payment is referred to as the “Individual Class Action Payment” on your Notice of Settlement Award.

Individual Class Action Payments to Class Action Members. If the Court grants final approval of the Settlement, Individual Class Action Payments will be mailed to Class Action Members who did not submit a valid and timely Request for Exclusion after Summit Electrical makes the third and final settlement installment. The Administrator will mail checks within 14 days after the final installment is paid. Each participating Class Action Member who receives an Individual Class Action Payment must cash the check within 180 days from the date the Settlement Administrator mails it. The Settlement Administrator will distribute any funds resulting from checks not cashed within the 180-day check cashing deadline to the State Controller of California to be deposited in the California Unclaimed Property Fund in the names of the Class Action Members whose checks were not cashed.

Allocation and Taxes. Each Individual Class Action Payment will be allocated as 90% penalties and interest and 10% wages. The Settlement Administrator will be responsible for issuing to participating Class Action Members an IRS Form 1099 (for amounts paid as penalties and interest) and IRS Form W2 (for amounts paid as wages). Payments made to PAGA Members will be attributed 100% to penalties and paid via an IRS Form 1099. Summit Electrical will pay all employer-side payroll taxes on the wage portion in addition to the Gross Settlement Amount. The Settlement Administrator will be responsible for calculating and withholding all employee-share payroll taxes and other legally required withholdings from each Individual Class Action Payment. Class Action Members will be responsible for paying appropriate taxes due on the Individual Class Action Payment each receives. The Settlement Administrator, Summit Electrical and its counsel, and Plaintiff and Class Counsel cannot provide tax advice. Accordingly, Class Action Members should consult with their tax advisors concerning the tax consequences and treatment of payments received under the Settlement.

Release. If the Court approves the Settlement, each Class Action Member who has not submitted a timely and valid Request for Exclusion will fully release and discharge Summit Electrical, and its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, and subsidiaries (collectively “Released Parties”) from any and all claims under the Bus. & Prof. Code § 17200 and California Labor Code which Plaintiff and/or the Class Action Members had, or may claim to have, against Summit Electrical, arising out of the violations alleged in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), including, but not limited to, claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804, Bus. & Prof. Code § 17200, and Industrial Welfare Commission Wage Orders, including inter alia, any applicable Wage Orders. The Class Action Members also release the Released Parties from any and all related claims for attorneys’ fees, damages, and costs (collectively, the “Released Claims”). The time period covered by this release is the Class Action Period.

All PAGA Members, regardless of whether they opt-out of the Settlement, will release and discharge Summit Electrical and the Released Parties on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, from any and all PAGA claims (California Labor Code Private Attorneys General Act of 2004 and Labor Code sections 2698 *et seq.*) for the recovery of civil penalties, which Plaintiff and/or the PAGA Members had, or may claim to have, against Summit Electrical, arising out of the violations alleged in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), or which reasonably could have been alleged based on the facts and legal theories contained in the Operative Complaint or the PAGA Notice (sent to the LWDA on March 18, 2024), including, but not limited to PAGA claims based on alleged violations of California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804 (collectively the “PAGA Released Claims”). The time period covered by this release is the PAGA Period.

Conditions of Settlement. The Settlement along with the associated releases described above are conditioned upon the Court holding a final approval hearing and entering a final order and judgment certifying the Settlement Class and approving this Settlement.

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will receive your Individual Class Action Payment, which has been calculated for you based on the formula set forth above and stated in the accompanying Notice of Settlement Award. You will also be bound by the Settlement, including the release of claims stated above.

What other options do I have?

Dispute Information in Notice of Settlement Award. Your Individual Class Action Payment is based on the proportionate number of workweeks that you worked during the Class Action Period and PAGA Period. The information contained in Summit Electrical’s records regarding this information, along with your Individual Class Action Payment, is listed on the accompanying Notice of Settlement Award. If you disagree with the information in your Notice of Settlement Award, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Settlement Award. Any disputes, along with supporting documentation, must be postmarked no later than **January 26, 2026. DO NOT SEND ORIGINALS. DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR RETAINED.**

The parties and the Settlement Administrator will evaluate any information and evidence submitted by you and discuss in good faith how to resolve any disputes submitted by you. Should a consensus not be reached, any outstanding disputes will be submitted to the Court for a final determination.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a written “Request for Exclusion” letter or card postmarked no later than **January 26, 2026**, with your name, address, telephone number, last four digits of your Social Security number, and your signature. The Request for Exclusion must state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE *MCCABE, ET AL. V. SUMMIT ELECTRICAL, INC.* LAWSUIT FILED IN SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 37-2024-00012319-CU-OE-CTL. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator at Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. Any person who submits a valid and timely Request for Exclusion from the Settlement will, upon receipt by the Settlement Administrator, no longer be a Class Action Member, will be barred from participating in any portion of the Settlement, and will receive no benefits from the Settlement (except for any payment of PAGA civil penalties, if applicable). **Do not submit both a Dispute and a Request for Exclusion.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

PAGA Members may not opt out of the release of PAGA claims and will receive payment for their share of PAGA civil penalties even if they request exclusion from the Settlement and do not receive the class portion of their Individual Class Action Payment.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator. Your written objection should include your name, address, last four digits of your Social Security number, your signature, contact information for any attorney representing you regarding your objection, and the Lawsuit case name and number (which is *McCabe, et al. v. Summit Electrical, Inc.*, San Diego County Superior Court, Case No. 37-2024-00012319-CU-OE-CTL), each specific reason in support of your objection, and any legal or factual support for each objection together with any evidence in support of your objection. Written objections must be postmarked on or before **January 26, 2026**.

You may also appear at the Final Approval Hearing currently scheduled for March 13, 2026 at 9:30 a.m. in Department 71 of the San Diego County Superior Court, located at the Hall of Justice, 5th Floor, 330 W Broadway, San Diego, CA 92101. The location, date, and time of the Final Approval Hearing may change without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing if you wish to appear in person. You have the right to appear either in person or through your own attorney at this hearing, whether or not you submit a written objection. If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by its terms in the same way as Class Action Members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on March 13, 2026 at 9:30 a.m. in Department 71 of the San Diego County Superior Court, located at the Hall of Justice, 5th Floor, 330 W. Broadway, San Diego, CA 92101. The Court will also be asked to rule on Class Counsel’s request for attorneys’ fees and reimbursement of documented costs and expenses, the service payment to the Class Representative, the Settlement Administrator’s costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing.**

How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may view the online docket for this case by visiting <https://odyroa.sdcourt.ca.gov/> and entering the case number (37-2024-00012319-CU-OE-CTL). You may also contact Class Counsel using the contact information listed above for more information.

PLEASE DO NOT CALL OR WRITE TO THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections to the Settlement Administrator is **January 26, 2026**.

NOTICE OF SETTLEMENT AWARD

MCCABE, ET AL. v. SUMMIT ELECTRICAL, INC.

SAN DIEGO COUNTY SUPERIOR COURT, CASE NO. 37-2024-00012319-CU-OE-CTL

Please complete, sign, date and return this form to Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619 **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the information listed in Section (III), below. It is your responsibility to keep your current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Class Action Payment and Your Individual PAGA Payment:

According to Summit Electrical's records:

- (a) You worked _____ workweeks for Summit Electrical as a non-exempt and/or hourly-paid employee in the State of California between March 15, 2020, and June 26, 2025;
- (b) There were 17,207.00 total workweeks worked by non-exempt and/or hourly-paid employees in the State of California between March 15, 2020, and June 26, 2025;
- (c) You worked _____ workweeks for Summit Electrical as a non-exempt and/or hourly-paid employee in the State of California between March 18, 2023, and June 26, 2025; and
- (d) There were 7,230.00 total workweeks worked by non-exempt and/or hourly-paid employees in the State of California between March 18, 2023, and June 26, 2025.

Based on the above, your Individual Class Action Payment is estimated to be \$ _____ and your Individual PAGA Payment is estimated to be \$ _____.

(IV) If you disagree with items (a) - (d) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Summit Electrical's records, those records will control unless you are able to provide documentation that establishes that Summit Electrical's records are mistaken. If there is a dispute about whether Summit Electrical's information or yours is accurate, and the dispute cannot be resolved informally, the parties and the Settlement Administrator will resolve the dispute as described in the Class Notice that accompanies this Form. Any unresolved disputes will be submitted to the Court for a final determination.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED NO LATER THAN
JANUARY 26, 2026.**

Signature: _____

Date: _____

DANIEL MCCABE, como individuo y en nombre de
otros en situación similar,

Demandante,

vs.

SUMMIT ELECTRICAL, INC., una Corporación en
California,

Demandado.

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

AVISO DE ACUERDO DE ACCIÓN DE CLASE

Para: Todos los actuales y pasados empleados no exentos y/o pagados por hora que trabajaron para Summit Electrical, Inc. ("Summit Electrical") en el Estado de California en cualquier momento del 15 de marzo de 2020 al 26 de junio de 2025.

UN TRIBUNAL AUTORIZÓ ESTE AVISO

POR FAVOR LEA CUIDADOSAMENTE

ESTE AVISO SE LE HA PROPORCIONADO EN INGLÉS Y ESPAÑOL

SUS DERECHOS LEGALES PUEDEN VERSE AFECTADOS, SEA QUE ACTÚE O NO

Puede aplicar para un pago de este Acuerdo, los registros de Summit Electrical muestran que usted fue contratado por Summit Electrical como empleado no exento y/o por hora en California, en cualquier momento del 15 de marzo de 2020 al 26 de junio de 2025 (el "Período de Acción de Clase"). El Tribunal ha ordenado que este Aviso de Acuerdo de Acción de Clase ("Aviso") le sea enviado porque puede ser elegible para un pago bajo el Acuerdo y porque este puede afectar sus derechos legales.

El propósito de este Aviso es para brindarle una descripción de la clase y de la demanda representativa de acción identificada en la parte superior de esta página ("Demanda"), para informarle de los términos del Acuerdo, describirle sus derechos en conexión con él, y explicarle los pasos que puede tomar para participar, objetar, o excluirse. Si no se excluye del Acuerdo y el Tribunal otorga la aprobación final, usted estará sujeto a sus términos y juicio final, y se le enviará a su dirección un pago del Acuerdo. El Aviso de la sentencia final será publicada en línea en www.apexclassaction.com/summitelectrical.

¿De qué se trata el caso?

El Demandante Daniel McCabe ("Demandante") presentó esta Demanda contra Summit Electrical, con el fin de resolver reclamaciones en nombre de todos los empleados actuales y pasados no exentos y/o pagados por hora que trabajaron para Summit Electrical en California en cualquier momento del Período de Clase ("Miembros de Acción de Clase" o "Clase del Acuerdo"). El Demandante es conocido como el "Representante de Clase" y sus abogados, que también representan los intereses de todos los Miembros de Acción de Clase, son conocidos como los "Abogados de Clase".

En la Demanda, el Demandante alega que Summit Electrical: (1) no proporcionó el pago por horas extra; (2) no proporcionó el pago por todas las horas trabajadas; (3) no proporcionar periodos de comida; (4) fallo de autorización de todos los periodos de descanso; (5) no reembolsar los gastos comerciales necesarios; (6) no proporcionar recibos de sueldo detallados y precisos; (7) impago de salarios por terminación laboral; (8) participación en prácticas comerciales ilegales y (9) e responsable por sanciones civiles bajo la Ley de Procuradores Generales Privados ("PAGA").

Summit Electrical deniega todas las alegaciones del Demandante. Summit Electrical deniega una deuda de cualquier salario, restitución, sanciones, u otros daños a los Miembros de Acción de Clase. Por lo tanto, el Acuerdo constituye un compromiso de las reclamaciones en disputa y no debe considerarse una admisión de responsabilidad por parte de Summit Electrical, quien expresa negar toda responsabilidad.

El Tribunal no ha dictado sentencia en las reclamaciones del Demandante. Sin embargo, para evitar gastos adicionales, inconvenientes, e interferencia con operaciones comerciales, las partes concluyeron que es en el mejor de sus intereses y los intereses de los Miembros de Acción de Clase de conciliar la Demanda en los términos resumidos en este Aviso.

El Representante de Clase y los Abogados de Clase respaldan el Acuerdo. Entre las razones de apoyo se encuentran las defensas a la responsabilidad potencialmente disponibles para Summit Electrical, el riesgo del rechazo de la clasificación de clase, el riesgo de juicio en los méritos y los atrasos e incertidumbres asociados a la litigación en curso.

Si usted sigue como empleado para Summit Electrical, su decisión de participar en el Acuerdo no afectará su trabajo. La ley de California y las políticas de Summit Electrical prohíben estrictamente la retaliación ilegal. Summit Electrical no puede tomar ninguna acción adversa contra, ni dirigir, retaliar o discriminar contra ningún Miembro de Clase del Acuerdo por su decisión de participar o no en el Acuerdo.

¿Quiénes son los abogados?

Abogados para Demandante y Miembros de Acción de Clase: HAINES LAW GROUP, APC Paul K. Haines (SBN 248226) phaines@haineslawgroup.com Fletcher W. Schmidt (SBN 286462) fschmidt@haineslawgroup.com Andrew J. Rowbotham (SBN 301367) arowbotham@haineslawgroup.com Susan J. Perez (SBN 329044) sperez@haineslawgroup.com 2155 Campus Drive, Ste. 180 El Segundo, California 90245 Teléfono: (424) 292-2350 Fax: (424) 292-2355	Abogados Defensores para Summit Electrical: SCHWARTZ SEMERDJIAN CAULEY SCHENA & BUSH LLP John A. Schena (SBN 269567) john@sscelaw.com Mikayla R. Preus (SBN 355008) mikayla@sscelaw.com 101 West Broadway, Suite 810 San Diego, CA 92101 Teléfono: (619) 236-8821 Fax: (619) 236-8827
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¿Cuáles son los términos del Acuerdo?

El 23 de octubre de 2025, el Tribunal certificó preliminarmente una clase – solamente para propósitos del acuerdo – de todos los empleados pasados y actuales no exentos y/o pagados por hora que trabajaron para Summit Electrical en el Estado de California en cualquier momento del 15 de marzo de 2020 al 26 de junio de 2025. Los Miembros de Acción de Clase que no envíen una Solicitud de Exclusión válida del Acuerdo con relación a los procesos establecidos en este Aviso, serán sujetos al Acuerdo y exonerarán todas sus reclamaciones contra Summit Electrical, como se describe en la sección de “Exoneración”.

Sujeto a aprobación del Tribunal, Summit Electrical pagará \$500,000.00 (el “Monto Total del Acuerdo”) para resolver por completo todas las reclamaciones en la Demanda, incluyendo pagos a los Miembros de Acción de Clase, costos y gastos de los Abogados de Clase, costos de administración del acuerdo, un pago a la Agencia de Desarrollo Laboral y de la Fuerza de Trabajo de California (“LWDA”) por su parte de las sanciones civiles de PAGA y Honorarios de Servicios al Representante de Clase.

Summit Electrical pagará el Monto Total del Acuerdo en tres (3) plazos iguales de \$166,666.67 cada uno. El primer pago está programado dentro de los primeros 12 meses tras que el Tribunal otorgue la aprobación final del Acuerdo (asumiendo que no hay objeciones ni apelaciones). Los siguientes dos pagos están programados dentro de 12 meses del primer pago.

Las siguientes deducciones del Monto Total del Acuerdo serán solicitadas por el Demandante:

Costos de Administración del Acuerdo. El Tribunal ha aprobado a Apex Settlement Administrator como “Administrador del Acuerdo”, quien enviará este Aviso a usted y realizará otras tareas relacionadas con el Acuerdo. El Tribunal ha aprobado la reserva de hasta \$6,750.00 del Monto Total del acuerdo para cubrir los costos de administración.

Costos de abogados. Los Abogados de Clase han procesado la Demanda en nombre de los Miembros de Acción de Clase del Acuerdo, con base en honorarios condicionales (es decir, sin recibir ningún pago hasta la fecha), y han incurrido en todos los gastos de litigio y costos. El Tribunal determinará el monto actual otorgado a los Abogados de Clase como gastos de abogados, que serán pagados del Monto Total del Acuerdo. Los Miembros de Clase del Acuerdo no son personalmente responsables por ningún gasto o costo de los Abogados de Clase. Los Abogados de Clase solicitarán hasta un tercio del Monto Total del Acuerdo (estimado actualmente en \$166,666.67) como compensación razonable por el trabajo realizado por los Abogados de Clase, y continuarán realizando en esta Demanda hasta la finalización del Acuerdo. Los Abogados de Clase también solicitarán un reembolso de hasta \$40,000.00 por los costos incurridos en conexión con la Demanda.

Honorarios por Servicio de Representación de Clase. Los Abogados de Clase solicitarán al Tribunal que otorgue al Representante de Clase un Honorario de Servicio por un monto de \$10,000.00 a fin de compensarle por los servicios y trabajos adicionales prestados en nombre de los Miembros de Acción de Clase.

Pago de PAGA a la LWDA y Miembros PAGA. Las Partes han aceptado asignar \$25,000.00 del Monto Total de Acuerdo a las sanciones civiles de PAGA. De conformidad con el Código Laboral § 2699(i), el 75% de estas sanciones (\$18,750.00) será pagado a la LWDA por su parte, y el 25% sobrante (\$6,250.00) será pagado a los individuos con PAGA pendiente (los “Miembros de PAGA”) como parte del Monto Neto del Acuerdo.

Cálculo de los Pagos Individuales de los Miembros de Acción de Clase. Al deducir los montos aprobados por el Tribunal anteriores, el balance del Monto Total del Acuerdo formará el Monto Neto del Acuerdo y se distribuirá entre todos los Miembros de Acción de Clase que no envíen una Solicitud de Exclusión válida y a tiempo (descritos a continuación) en base a la siguiente fórmula:

- i. Primero, el Administrador del Acuerdo distribuirá el 25% de la parte de sanciones civiles de PAGA (\$6,250.00) a los Miembros de PAGA, proporcional en base al número de semanas laborales que cada uno trabajó para Summit Electrical en California entre el 18 de marzo de 2023 al 26 de junio de 2025 (el “Período de PAGA”). Este pago se denomina “Pago Individual de PAGA” en su Aviso de Conciliación.

- ii. La parte sobrante del Monto Neto del Acuerdo será distribuida entre los Miembros de Acción de Clase con base en sus números proporcionales de semanas laborales trabajadas durante el Período de Acción de Clase así: (a) dividiendo el Monto Neto del Acuerdo por el número total de semanas laborales del Acción de Clase trabajadas por todos los Miembros de Acción de Clase durante el Período de Acción de Clase, y (b) multiplicando el resultado de cada semana laboral de los Miembros de Acción de Clase. Este pago se denomina “Pago Individual de Acción de Clase” en su Aviso de Conciliación.

Pagos Individuales de los Miembros de Acción de Clase. Si el Tribunal otorga la aprobación final del Acuerdo, los Pagos Individuales de Acción de Clase se enviarán a los Miembros de Acción de Clase que no presentaron una Solicitud de Exclusión, una vez que Summit Electrical efectúe su tercer y último pago del Acuerdo. El Administrador enviará los cheques dentro de los 14 días siguientes a que se realice el último pago. Cada Miembro de Acción de Clase participante que reciba un Pago Individual de Acción de Clase debe cobrarlo dentro de los 180 días contados desde la fecha en que el Administrador del Acuerdo lo envió. Este distribuirá todos los fondos resultantes de los cheques no cobrados dentro de la fecha de cambio de 180 días, al Controlador del Estado de California para que se depositen en el Fondo de Propiedad No Reclamada de California en los nombres de los Miembros de Acción de Clase cuyos cheques no fueron cobrados.

Asignaciones e Impuestos. Cada Pago de Acción de Clase se asignará en un 90% a sanciones e interés y en un 10% a salarios. El Administrador del Acuerdo será responsable de emitir a los Miembros de Acción de Clase participantes un Formulario 1099 del IRS (para montos pagados como sanciones e intereses) y un Formulario W2 del IRS (para montos pagados como salarios). Los Pagos realizados a los Miembros de PAGA serán distribuidos al 100% de sanciones y pagados a través del Formulario 1099 del IRS, Summit Electrical pagará todos los impuestos de empleador en la parte salarial, además del Monto Total del Acuerdo. El Administrador del Acuerdo será responsable de calcular y deducir todos los impuestos de nómina de los empleados, así como las demás deducciones legales requeridas, de cada Pago Individual de Acción de Clase. Los Miembros de Acción de Clase son responsables del manejo adecuado del ingreso fiscal del Pago Individual de Acción de Clase. El Administrador del Acuerdo, Summit Electrical y sus abogados, y los Abogados de Clase no pueden brindar consejo fiscal. Por lo tanto, los Miembros de Acción de Clase deben consultar a un asesor fiscal sobre las consecuencias fiscales y el manejo de las retribuciones que perciben conforme al Acuerdo.

Exoneración Si el Tribunal aprueba el Acuerdo, cada Miembro de Acción de Clase que no envió una Solicitud de Exclusión válida, deberá completamente exonerar a Summit Electrical y a sus respectivos pasados y actuales directores, oficiales, accionistas, dueños, miembros, abogados, aseguradoras, predecesores, sucesores, asignados, subsidiarias (colectivamente las “Partes Exoneradas”) de todas las reclamaciones bajo el Código de Prof. & Com. § 17200 y del Código Laboral el cual el Demandante, y/o los Miembros de Acción de Clase tuvieron, o pudieron reclamar que tuvieron, contra Summit Electrical, surgiendo de las violaciones alegadas en la Denuncia Operativa o el Aviso de PAGA (enviado a la LWDA el 18 de marzo de 2024), o que razonablemente pudieron ser alegadas en base a los hechos y teorías legales contenidas en la Denuncia Operativa o el Aviso de PAGA (enviado a la LWDA el 18 de marzo de 2024), incluyendo pero no limitado a las reclamaciones por violaciones alegadas el Código Laboral de California, secciones 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, y 2804, Código de Com. & Prof § 17200, y Orden de Salario de la Comisión de Bienestar Industrial, incluyendo entre otras cosas, Ordenes Salariales aplicables. Los Miembros de Acción de Clase también exonerarán a las Partes Exoneradas de cualquier reclamación relacionada con los honorarios de abogados, daños y costos (colectivamente, las “Reclamaciones Exoneradas”). El período de tiempo cubierto por esta exoneración corresponde al Período de Acción de Clase.

Todos los Miembros de PAGA, independientemente si se excluyeron del Acuerdo, deberá completamente exonerar a Summit Electrical y a sus respectivos pasados y actuales representantes, agentes, abogados, herederos, administradores, sucesores, y asignados, de cualquier reclamación de PAGA (Ley de Procuradores Generales Privados de 2004 y Código Laboral, secciones 2698 y *sig.*) por la recuperación de sanciones civiles, las cuales el Demandante y/o los Miembros de PAGA tuvieron, o pudieron reclamar que tuvieron, contra Summit Electrical, surgiendo de las violaciones alegadas en la Denuncia Operativa o el Aviso de PAGA (enviado a la LWDA el 18 de marzo de 2024), o que razonablemente pudieron ser alegadas en base a los hechos y teorías legales contenidas en la Denuncia Operativa o el Aviso de PAGA (enviado a la LWDA el 18 de marzo de 2024), incluyendo pero no limitado a las reclamaciones PAGA alegadas el Código Laboral de California, secciones 201, 202, 203, 204, 226, 226.7, 510, 512, 516, 551, 552, 558, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, y 2804 (colectivamente las “Reclamaciones Exoneradas de PAGA”). El período de tiempo cubierto por esta exoneración corresponde al Período de PAGA

Condiciones del Acuerdo. El Acuerdo está condicionado a que el Tribunal dicte una orden, programe una audiencia de aprobación final y dicte una sentencia final que certifique el Acuerdo de Clase y lo apruebe.

¿Cómo puedo reclamar un pago del Acuerdo?

No Haga Nada. Si no hace nada, usted recibirá un Pago Individual de Acción de Clase, calculado según la fórmula establecida anteriormente y mencionada en el acompañamiento del Aviso de Conciliación. Usted también estará sujeto al Acuerdo, incluida la exoneración de las reclamaciones anteriores.

¿Qué otras opciones tengo?

Impugne la información contenida en el Aviso de Conciliación. Su Pago Individual de Acción de Clase se basa en el número proporcional de semanas laborales que usted trabajó durante el Periodo de Acción de Clase y el Periodo de PAGA. La información contenida en los registros de Summit Electrical sobre cada uno de estos factores, junto con su Pago Individual de Acción de Clase, está enlistada en el acompañamiento del Aviso de Conciliación. Si usted no está de acuerdo con la información del Aviso de Conciliación, puede presentar una impugnación junto con documentación de apoyo, de acuerdo con el proceso establecido en el Aviso de Conciliación. Cualquier impugnación, junto con su documentación de apoyo, debe contar con sello postal a más tardar el **26 de enero de 2026. NO ENVÍE DOCUMENTACIÓN ORIGINAL; TODA LA DOCUMENTACIÓN ENVIADA AL ADMINISTRADOR DEL ACUERDO NO SERÁ DEVUELTA NI PRESERVADA**

Las partes y el Administrador del Acuerdo evaluarán cualquier información y evidencia enviada por usted y discutirá en buena fe cómo resolver cualquier impugnación enviada. No se debe alcanzar un consenso; la impugnación pendiente será enviada al Tribunal para una determinación final.

Exclúyase de la Parte de Clase del Acuerdo. Si usted **no** desea ser parte del Acuerdo, puede hacerlo al enviar al Administrador del Acuerdo una carta o tarjeta postal de “Solicitud de Exclusión” con sello postal, a más tardar el **26 de enero de 2026**, con su nombre, dirección, teléfono, los últimos cuatro dígitos de su número de Seguro Social, y su firma. La Solicitud de Exclusión debe mencionar:

“DESEO RETIRARME DEL ACUERDO DE CLASE, EN LA DEMANDA *MCCABE, ET AL. V. SUMMIT ELECTRICAL, INC.* INSCRITO EN EL TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO, CASO NO. 37-2024-00012319-CU-OE-CTL. COMPRENDO QUE, SI SOLICITO RETIRARME DEL ACUERDO DE CLASE, NO RECIBIRÉ NINGÚN PAGO DEL ACUERDO DE ESTA DEMANDA”.

Envíe la solicitud de exclusión directamente al Administrador del Acuerdo al Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. Cualquier persona que envíe su solicitud de exclusión antes de la fecha deberá, al ser recibida por el Administrador del Acuerdo, no ser un Miembro de Acción de Clase, no podrá participar de ninguna parte del Acuerdo y no recibirá ningún beneficio de este (excepto por el pago de PAGA de sanciones, si aplica). **No envíe la Impugnación y la Solicitud de Exclusión a la vez.** Si lo hace, la Solicitud de Exclusión será inválida, incluida en el Acuerdo de Clase y estará sujeta a los términos de este.

Los Miembros de PAGA no deben retirarse de la exoneración de las reclamaciones de PAGA y recibirán su pago por su parte de las sanciones civiles de PAGA aun si solicitan su exclusión del Acuerdo y no reciban su Pago Individual de Acción de Clase.

Objetar al Acuerdo. Usted también tiene derecho a objetar a los términos del Acuerdo. Sin embargo, si el Tribunal rechaza sus objeciones, usted siempre estará vinculado a los términos del Acuerdo. Si desea objetar al Acuerdo o a cualquier parte de él, puede presentar su objeción por escrito al Administrador del Acuerdo. Su objeción escrita debe incluir su nombre, dirección, los últimos cuatro dígitos de su número de Seguro Social y su firma, así como la información de contacto de cualquier abogado que la represente con respecto a su objeción, en el nombre del caso de Demanda, y número (el cual es *McCabe, et al. v. Summit Electrical, Inc.*, Tribunal Superior del Condado San Diego, Caso No. 37-2024-00012319-CU-OE-CTL), cada razón específica que la respalde y cualquier otro apoyo legal o factual para cada una, junto con cualquier evidencia en apoyo de su objeción. Las objeciones escritas deben llevar sello postal antes del **26 de enero de 2026**.

También puede comparecer en la Audiencia de Aprobación Final, programada para el 13 de marzo de 2026, a las 9:30 a.m., en el Departamento 71 del Tribunal Superior del Condado de San Diego, ubicado en el Palacio de Justicia, 5.º piso, 330 W Broadway, San Diego, CA 92101. La ubicación, la fecha y la hora de esta audiencia pueden ser cambiadas sin previo aviso. Puede contactar a los Abogados de Clase usando la información de contacto proporcionada anteriormente para confirmar la dirección y la hora de la audiencia, si desea comparecer en persona. Usted tiene derecho a comparecer, ya sea en persona o a través de su propio abogado, independientemente de que haya presentado una objeción por escrito. Si usted objeta al Acuerdo, será un miembro del Acuerdo de Clase, y si el Tribunal aprueba este mismo, usted estará sujeto a sus términos de la misma manera que un Miembro de Acción de Clase que no objete.

¿Cuál es el siguiente paso?

El tribunal realizará una audiencia de aprobación final de lo adecuado, razonable y justo del Acuerdo el 13 de marzo de 2026, a las 9:30 a.m. en el Departamento 71 del Tribunal Superior del Condado de San Diego, ubicado en el Palacio de Justicia, 5.º piso, 330 W Broadway, San Diego, CA 92101. Al Tribunal también se le solicitará que determine las solicitudes de costos de los Abogados de Clase, el reembolso de costos de documentación, el Honorario de Servicio por Representación de Clase, los costos de Administración del Acuerdo y el monto relacionado con las sanciones civiles de PAGA. **Usted no necesita asistir a la Audiencia de Aprobación Final**

¿Cómo obtengo información adicional

Este Aviso es solo un resumen de la Demanda y el Acuerdo. Para más información, puede revisar el expediente en línea de este caso al visitar <https://odyroa.sdcourt.ca.gov/> e ingresar el número de caso (37-2024-00012319-CU-OE-CTL). También puede contactar a los Abogados de Clase, usando la información de contacto enlistada arriba.

POR FAVOR, NO CONTACTE O ESCRIBA AL TRIBUNAL, PARA INFORMACIÓN DE ESTE ACUERDO O DE SU PROCESO.

RECORDATORIO SOBRE FECHAS LÍMITES

La fecha límite para enviar una Impugnación, Solicitud de Exclusión u Objeciones al Administrador del Acuerdo es el **26 de enero de 2026**.

AVISO DE ACUERDO DE CONCILIACIÓN

MCCABE, ET AL. v. SUMMIT ELECTRICAL, INC.

TRIBUNAL SUPERIOR DEL CONDADO DE SAN DIEGO, CASO NO. 37-2024-00012319-CU-OE-CTL

Por favor, llene, firme, indique la fecha y devuelva este formulario a Apex Class Action, LLC, P.O. Box 54668, Irvine, CA 92619. **SOLO SI** (1) su información de contacto personal ha cambiado y/o (2) desea impugnar cualquier información enlistada en la Sección (III), a continuación. Es su responsabilidad mantener su dirección actualizada ante el Administrador del Acuerdo.

(I) Por favor escriba su nombre:

(Primer, Segundo, Apellido)

(II) Por favor, escriba la siguiente información de identificación si recientemente ha cambiado:

Nombres Pasados (si hubiera)

Nueva Dirección

Ciudad

Estado

Código Postal

(III) Información Usada para Calcular Su Pago Individual de Acción de Clase y su Pago Individual de PAGA:

De acuerdo con los registros de Summit Electrical:

- (a) Usted trabajó _____ semanas laborales para Summit Electrical como empleado no exento y/o pagado por hora en el Estado de California entre el 15 de marzo de 2020 al 26 de junio de 2025;
- (b) Hubo un total de 17,207.00 semanas laborales que trabajó como empleado no exento y/o pagado por hora en el Estado de California entre el 15 de marzo de 2020 al 26 de junio de 2025;
- (c) Usted trabajó _____ semanas laborales para Summit Electrical como empleado no exento y/o pagado por hora en el Estado de California entre el 18 de marzo de 2023 al 26 de junio de 2025; y
- (d) Hubo un total de 7,230.00 semanas laborales que trabajó como empleado no exento y/o pagado por hora en el Estado de California entre el 18 de marzo de 2023 al 26 de junio de 2025.

Con base en lo anterior, su Pago Individual de Acción de Clase se estima en \$ _____ y su Pago Individual de PAGA, en \$ _____.

(IV) Si no está de acuerdo con los puntos (a) - (d) en la Sección (III) arriba, por favor explique por qué en el espacio a continuación e incluya copias de cualquier evidencia que apoye junto con este formulario:

Si impugna la información anterior de los registros de Summit Electrical, esos registros se tomarán, a menos que usted aporte información que establezca que dichos registros están equivocados. Si existe una impugnación sobre si la información de Summit Electrical o la suya es veraz y la impugnación no puede resolverse de manera informal, las partes y el Administrador del Acuerdo resolverán esta cuestión conforme a lo descrito en el Aviso de Clase que acompaña este Formulario. Cualquier impugnación no resulta, será enviada al Tribunal para una determinación final.

CUALQUIER IMPUGNACIÓN, JUNTO CON CUALQUIER DOCUMENTACIÓN DE APOYO, DEBE PRESENTAR SELLO POSTAL ANTES DEL 26 DE ENERO DE 2026.

Firma: _____

Fecha: _____

Exhibit B



Quotation Request:
Susan J. Perez
Haines Law Group
sperez@haineslawgroup.com
424.292.2350

Case Name: McCabe v. Summit Electrical, Inc.
Date: Thursday, July 17, 2025
RFP Number: 18116006

Prepared By:
Sean Hartranft
Apex Class Action LLC
Sean@apexclassaction.com
949.878.3676

Settlement Specifications	
Estimated Class Size:	200
Certified Language Translation:	Yes
Static Settlement Website	No
Percentage of Undeliverable Mail	20%

Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Data Analytics and Standardization				
Import and Standardize Data*	Per Hour	\$125.00	1	\$125.00
Data Analyst	Per Hour	\$150.00	2	\$300.00
*Data provided must be in a workable format. Apex can standardize provided data at an additional cost of \$150/hr.				
			Sub Total:	\$425.00

Mailing of Class Notice				
Form Set Up	Per Hour	\$120.00	1	\$120.00
Print & Mail Class Notice	Per Piece	\$1.50	200	\$300.00
USPS First Class Postage	Per Piece	\$0.78	200	\$156.00
Remail Undeliverable Mail (Skip-Trace)	Per Piece	\$2.00	40	\$80.00
Receive and Process Undeliverable Mail	Per Hour	\$75.00	1	\$75.00
Process Class Member Correspondence via mail, e-mail & fax	Per Piece	\$75.00	1	\$75.00
NCOA Address Update (USPS)	Static Rate	\$53.00	1	\$53.00
Certified Language Translation: Spanish	Static Rate	\$1,200.00	1	\$1,200.00
			Sub Total:	\$2,059.00

Project Management				
Project Management	Per Hour	\$150.00	2	\$300.00
Project Coordinator	Per Hour	\$90.00	2	\$180.00
Data Analyst and Reporting	Per Hour	\$140.00	1	\$140.00
			Sub Total:	\$620.00



Professional Services	Fee Calculation	Rate(s)	Quantity	Estimated Cost
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Toll-Free Contact Center, Website & Reporting				
Bilingual Toll-Free Contact Center	Static Rate	\$55.00	1	\$55.00
Settlement Status Reports	Static Rate	\$750.00	1	Waived
Sub Total:				\$55.00

Distribution & Settlement Fund Management				
Settlement Calculations (Preliminary and Final)	Per Hour	\$120.00	2	\$240.00
Account Management and Reconciliation	Per Hour	\$140.00	2	\$280.00
Print & Mail Distribution Settlement Check (W-2/1099)	Per Piece	\$1.50	200	\$300.00
USPS First Class Postage	Per Piece	\$0.78	200	\$156.00
Remail Distribution to Updated Address (Skip Trace)	Per Piece	\$2.00	20	\$40.00
Individual Income Tax Preparation & Reporting	Per Hour	\$100.00	5	\$500.00
QSF Income Tax Reporting (per calendar year)	Per Year	\$1,250.00	1	\$1,250.00
Unclaimed Funds: State Controller's Unclaimed Property Fund	Static Rate	\$350.00	1	\$350.00
Sub Total:				\$3,116.00

Post Distribution Reconciliation				
Bank Account Reconciliation	Per Hour	\$135.00	1	\$135.00
Project Management Reconciliation	Per Hour	\$100.00	1	\$100.00
Declarations	Per Hour	\$120.00	2	\$240.00
Sub Total:				\$475.00

WILL NOT EXCEED:			\$6,750.00
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Thank you for your business!



Terms & Conditions

The following Terms and Conditions govern the provision of all services to be provided by Apex Class Action and its affiliates ("Apex") to the Client. These terms and conditions are binding and shall apply to all services provided by Apex in relation to any related services or products.

1. **Services:** Apex commits to providing the Client with the administrative services detailed in the attached Proposal (the "Services").

2. **Payment Terms:** As compensation for the legal services to be provided, the Client agrees to pay Apex all fees detailed in the Proposal. The fees quoted in the Proposal (and any subsequent proposals for additional services) are estimates based on the information provided to Apex by the Client. Apex makes no representation that the estimated fees in the Proposal or any subsequent proposals for additional services shall equal the actual fees charged by Apex to the Client, which fees (including individual line items) may be greater or less than estimated. If additional services are requested on an hourly basis and are not specifically detailed in the Proposal, Apex will prepare estimates for such services subject to approval by the Client. In the performance of such additional services, Apex will charge standard hourly fees which shall apply.

3. **Incurred Expenses:** In relation to the provision of services outlined in this agreement, the Client agrees to reimburse Apex for all reasonable out-of-pocket expenses incurred. Such expenses may include, but are not limited to, costs associated with postage, media production or publication, banking fees, brokerage fees, messenger and delivery service expenses, travel expenses, filing fees, office supplies, meals, staff overtime expenses, and other related costs and expenses. If not otherwise specified in writing, fees for print notice and certain expenses, such as media publication and postage, must be paid immediately upon invoicing and, in certain cases, at least ten (10) days prior to the date on which such expenses will be incurred.

4. **Invoicing:** Apex shall present invoices for its fees and expenses on a monthly basis, except as provided in Section 3. The Client agrees to pay each invoice within 30 days of receipt. In case of non-payment within 90 days of the billing date, an additional service charge of 1.5% per month may apply. Apex reserves the right to increase its prices, charges, and rates annually, subject to reasonable adjustments. If any price increases exceed 10%, Apex shall give thirty (30) days' notice to the Client. In the event of any unpaid invoices beyond 120 days of the due date, Apex reserves the right to withhold services and reports until payment is received, subject to notice to the Client. It is important to note that Apex's failure to provide services and reports in such instances shall not constitute a default under this agreement.

5. **Case Duration:** The duration of these Terms and Conditions, except for the data storage obligations stated in Section 13, shall be in effect until 30 days following the completion of the Services as described in the Proposal. The parties may extend these Terms and Conditions in writing for a mutually agreed-upon period beyond this initial 30-day period.

6. **Termination of Services:** Either party may terminate the Services by providing thirty (30) days written notice to the other party. Alternatively, termination may occur immediately upon written notice for Cause, as defined below. Cause means (i) Apex's gross negligence or willful misconduct that causes serious and material harm to the Client; (ii) the Client's failure to pay Apex invoices for more than one hundred twenty (120) days from the date of the invoice; or (iii) the accrual of invoices or unpaid services where Apex reasonably believes it will not be paid. Termination of the Services shall not relieve the Client of its obligation to pay Apex for services rendered prior to the termination.

7. **Independent Contractor:** As an independent contractor, Apex will provide services under the terms of this agreement. It is agreed that neither Apex nor any of its employees will be considered an employee of the Client. Consequently, Apex and its employees will not be eligible for any benefits provided by the Client to its employees. The Client will not make any tax deductions from the payments due to Apex for state or federal tax purposes. Apex will be solely responsible for paying all taxes and other payments due on payments received from the Client under this agreement.

8. **Apex warrants that the Services outlined in the Proposal will be performed in accordance with the standards generally adhered to by professionals providing similar services. It is acknowledged that the Services may entail the likelihood of some human and machine errors, omissions, delays, and losses that may result in damage. However, Apex shall not be held liable for such errors, omissions, delays, or losses unless they are caused by its gross negligence or willful misconduct. In the event of any breach of this warranty by Apex, the Client's sole remedy will be limited to Apex's rerunning, at its expense, any inaccurate output provided that such inaccuracies occurred solely as a result of Apex's gross negligence or willful misconduct under this agreement.**

9. **Limitation of Liability:** The Client acknowledges that Apex shall not be held liable for any consequential, special, or incidental damages incurred by the Client in relation to the performance of Services, whether the claim is based on breach of warranty, contract, tort (including negligence), strict liability, or any other grounds. Under no circumstances shall Apex's liability to the Client, for any Losses (including court costs and reasonable attorney's fees), arising out of or in connection with these Terms and Conditions, exceed the total amount charged or chargeable to the Client for the specific service(s) that caused the Losses.

10. **Indemnification:** The Client agrees to indemnify and hold harmless Apex from any losses, suits, actions, judgments, fines, costs, liabilities, or claims arising from any action or proceeding relating to the Services provided by Apex, regardless of whether or not it results in liability (collectively referred to as "Indemnified Claims"). However, this indemnification provision shall not apply to the extent that such Indemnified Claims are caused by Apex's willful misconduct, gross negligence, or breach of these Terms and Conditions. This provision shall survive termination of the Services.

11. **Confidentiality:** Apex will uphold strict confidentiality between Apex and the Client and applies to all non-public records, documents, systems, procedures, processes, software, and other information received by either party in connection with the performance of services under these terms. Both Apex and the Client agree to keep confidential all such non-public information, including any material marked or identified as confidential or proprietary. Any such confidential information shall not be disclosed, provided, disseminated, or otherwise made available to any third party, except as required to fulfill the parties' obligations under these terms. The parties acknowledge that in the event of any request to disclose any confidential information in connection with a legal or administrative proceeding, or otherwise to comply with a legal requirement, prompt notice of such request must be given to the other party to enable that party to seek an appropriate protective order or other remedy or to waive compliance with the relevant provisions of these terms. If the Client seeks a protective order or another remedy, Apex, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of these terms, Apex will disclose only that portion of the confidential information that it determines it is required to disclose. This confidentiality provision shall survive termination of the services provided. Both parties acknowledge and agree that any breach of this these terms may cause irreparable harm to the non-breaching party and that injunctive relief may be necessary to prevent any actual or threatened breach. The terms set forth between the parties supersede all prior negotiations, understandings, and agreements between the parties concerning confidentiality. These terms may only be amended in writing and signed by both parties.

12. **Ownership of the programs, system data, and materials provided by Apex to the Client during the course of providing services herein shall solely belong to Apex. It is acknowledged that fees and expenses paid by the Client do not confer any rights in such property. It is also understood that the said property is made available to the Client solely for the purpose of using it during and in connection with the services provided by Apex.**

13. **Apex may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.**

14. **COMPLETE AGREEMENT.** These Terms and Conditions, along with the attached Proposal, represent the complete agreement and understanding between the parties and override any prior agreements (whether written or oral) between Apex and the Client regarding the subject matter. Any modification to these Terms and Conditions may only be made in writing and must be signed by both Apex and the Client. The headings in this document are included for convenience only and do not alter or restrict any provisions in these Terms and Conditions. They may not be used in the interpretation of these Terms and Conditions.

15. **This provision outlines the requirements for providing notice or other communication under this agreement. All such communications must be in writing and can be delivered either by personal delivery or through U.S. Mail with prepaid postage or overnight courier. Once delivered personally or sent through the mail, the notice will be considered given after five (5) days from the deposit date in the U.S. Mail. Alternatively, if sent through an overnight courier, the notice will be considered given one business day after delivery to the such courier. It's important to note that the notice must be provided to a responsible officer or principal of the Client or Apex, depending on the case.**

16. **Force Majeure:** In the event of any failure or delay in performance due to circumstances beyond Apex's control, including but not limited to strikes, lockouts, fires, floods, acts of God or public enemy, riots, civil disorders, insurrections, war or war conditions, or interference by civil or military authorities, Apex shall not be held liable for any resulting loss or damage. The time for performance under this agreement shall be extended for a period equal to the duration of the disabling cause and a reasonable time thereafter. This provision shall constitute a force majeure clause and shall be construed accordingly.

17. **The applicable state and federal laws shall govern the interpretation and enforcement of these Terms and Conditions. No choice of law or conflict of laws provisions shall affect this governing law provision.**

18. **Severability:** This applies to all clauses and covenants contained within these Terms and Conditions. In the event that any clause or covenant is deemed invalid, illegal, or unenforceable, the remaining provisions shall remain valid and enforceable to the fullest extent permissible by law. The validity, legality, and enforceability of the remaining provisions shall in no way be affected or impaired by the invalidity, illegality, or unenforceability of any provision deemed so.

19. **Nonwaiver:** This applies to these Terms and Conditions. This means that any failure by one party to enforce a provision of these terms on one or more occasions shall not be construed as a waiver of that provision. In other words, any failure to enforce a provision does not give up the right to enforce it in the future. All provisions of these Terms and Conditions remain in full force and effect, regardless of any prior failure to enforce them.