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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 ANDREW J.
ROWBOTHAM IN SUPPORT OF
PLAINTIFF'S MOTION FOR 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

DECLARATION OF ANDREW J. ROWBOTHAM

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 plaintiff in this action, Daniel McCabe (“Plaintiff”). I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. 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 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 plaintiff-side employment litigation. From October 2014 to May 2015, I worked as an associate at the 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 and discovery plans and in analyzing timekeeping, payroll, personnel, and policy data on a classwide 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 preliminary and final approval; arguing motions and attending case management and other court hearings; negotiating class and representative action settlements and drafting long-form settlement agreements; and working with settlement administrators to implement settlements and monitor the settlement administration process.

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

- *Rodriguez v. Spartan, Inc.*, Case No. BCV-15-100007-DRL, California Superior Court, County of Kern, Honorable David R. Lampe, presiding;
- *Tapper v. Squad Security CA, Inc.*, Case No. BC607241, California Superior Court, County of Los Angeles, Honorable John Shepard Wiley Jr., presiding;
- *Nieves v. Ta Chen International, Inc.*, Case No. BC609005, California Superior Court, County of Los Angeles, Honorable Kenneth R. Freeman, presiding;
- *Mansilla v. Haeco Americas Line Services, LLC*, Case No. BC615310, California Superior Court, County of Los Angeles, Honorable Elihu M. Berle, presiding;
- *Rodriguez v. Mersen USA Oxnard-CA Inc.*, Case No. 56-2015-00471031-CU-OE-VTA, California Superior Court County of Ventura, Honorable Kent M. Kellegrew, presiding;
- *Khosravi v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, Case No. 30-2016-00829923-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Thierry Patrick Colaw presiding;
- *De Loera v. Pharmaceutic Litho & Label Company, Inc.*, Case No. 56-2016-00479931-CU-OE-VTA, Superior Court of California, County of Ventura, Honorable Kent M. Kellegrew presiding;
- *Ortiz v. Endologix, Inc.* Case No. 30-2016-00873893-CU-OE-CXC, Superior Court of California, County of Orange, Honorable William D. Cluster presiding;
- *Delgado v. Pacific Coast Cabling, Inc.*, Case No. BC600419, Superior Court of California, County of Los Angeles, Honorable Carolyn B. Kuhl presiding;
- *Valsabel v. Vintage Tile & Stone, Inc.*, Case No. 30-2016-00848602-CU-OE-CXC, Superior Court of California, County of Orange, Honorable Randall J. Sherman 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);
- *Elia Paredes Acosta v. 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); and
- *Ada Mendoza v. Desert Valley Date LLC*, Case No. CVRI2301048, Riverside County Superior Court, Honorable Harold W. Hopp presiding (awarding attorney's fees following a lodestar cross-check based on an hourly rate of \$725 for work performed in 2023-2026).

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

1 is awarded to no more than 2.5% of attorneys under the age of 40 in Southern California each
2 year.

3 8. As counsel for Plaintiff, I have been actively involved in all aspects of this
4 litigation since its inception. I played an integral part in the negotiation and resolution of the
5 claims at issue in this lawsuit.

6 9. Defendant operates as a commercial electrical subcontractor in San Diego,
7 California. Defendant employed Plaintiff as a non-exempt “Electrical Contractor” from
8 approximately September 2021 to June 2023. Plaintiff’s job duties included reviewing blueprint
9 layouts of job sites, running electrical wires, hanging lights, working on roofs, and other electrical
10 work. Like all Class Action Members, Plaintiff was subject to Defendant’s wage and hour policies
11 and practices.

12 10. On March 15, 2024, Plaintiff filed the initial Complaint asserting eight causes of
13 action for: (1) failure to pay all overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198);
14 (2) minimum wage violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (3) meal period
15 violations (Labor Code §§ 226.7, 512, 558); (4) rest period violations (Labor Code §§ 226.7, 516,
16 558); (5) failure to reimburse necessary business expenses (Labor Code §§ 2802, 2804); (6) wage
17 statement violations (Labor Code § 226 *et seq.*); (7) waiting time penalties (Labor Code §§ 201-
18 203); and (8) unfair competition (Bus. & Prof. Code § 17200 *et seq.*). On May 23, 2024, Plaintiff
19 filed the operative First Amended Complaint (“FAC”), adding a cause of action for civil penalties
20 under the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”) based on the
21 underlying Labor Code violations alleged in the initial complaint and Plaintiff’s March 18, 2024,
22 letter to the California Labor and Workforce Development Agency (“LWDA”).

23 11. Prior to reaching this proposed Settlement, Defendant provided Plaintiff with an
24 approximate 25% sample of handwritten timekeeping records and payroll records for employees
25 who worked during the Class Action Period and also provided classwide data points and the
26 employee handbook in effect during the Class Action Period. Plaintiff’s counsel retained Dr. J.
27 Michael DuMond, Ph.D., and his team at Berkeley Research Group to assist with analyzing
28

1 Defendant's records. Using the mediation documents, Dr. DuMond and his team prepared a
2 detailed exposure analysis.

3 12. On April 1, 2025, the Parties participated in mediation with respected wage and
4 hour class action mediator Abe Melamed, Esq. During mediation, the Parties exchanged divergent
5 views on Defendant's liability, exposure, and underlying legal positions. With the help of a
6 mediator's proposal from Mr. Melamed, the Parties were able to reach a class-wide resolution of
7 all claims. Mr. Melamed's proposal accounted for Defendant's financial ability to pay and the
8 necessity of a payment plan to ensure Defendant could meet its obligations throughout the
9 payment timeline. Over the following months, the Parties finalized the Settlement terms that were
10 memorialized in the Class Action and PAGA Action Settlement Agreement ("Settlement
11 Agreement"), which the Court preliminarily approved on October 23, 2025. Plaintiff provided the
12 LWDA with the Settlement Agreement along with all moving papers associated with the Motion
13 for Preliminary Approval.

14 13. A true and correct copy of the Court's October 23, 2025, Preliminary Approval
15 Order is attached hereto as **Exhibit 1**. True and correct copies of the LWDA submission
16 confirmations related to Plaintiff's motion are attached hereto as **Exhibit 2**.

17 14. Defendant will pay a non-reversionary Gross Settlement Amount ("GSA") of
18 \$500,000.00. The Net Settlement Amount ("NSA") is the remainder after deducting Court-
19 approved amounts for attorneys' fees (\$166,666.67), verified cost reimbursement (\$27,234.10),
20 the Class Representative Service Payment (\$10,000.00), settlement administration costs
21 (\$6,750.00), and the entire amount designated as the PAGA Settlement Amount (\$25,000.00).

22 15. My firm's cost records reflect \$27,000.33 in out-of-pocket litigation expenses
23 incurred to date. Plaintiff seeks reimbursement of a total of \$27,234.10, which includes an
24 additional \$233.77 in reasonably anticipated future costs. These projected costs are associated
25 with the filing and service of the Motion for Final Approval, which will be incurred following
26 submission of this motion, as well as the cost of the Settlement Administrator's final accounting
27 declaration, which will be prepared after disbursement of the Settlement proceeds and expiration
28

1 of the check cashing deadline. These costs are both foreseeable and necessary to fully implement
2 the terms of the Settlement and to complete the final approval process.

3 16. A true and correct copy of my firm's cost records are attached hereto as **Exhibit**
4 **3.**

5 17. As detailed in Plaintiff's Motion for Preliminary Approval, Defendant maintains
6 its timekeeping policies and practices comply with California law and that it properly
7 compensates Class Action Members for all hours worked. Defendant denies requiring employees
8 to work outside of scheduled shift times or during meal periods. In fact, Defendant's written
9 handbook policies prohibit employees from working outside of their scheduled shift hours.
10 Finally, Defendant contends this claim is not suitable for class treatment because it requires
11 individualized inquiries into whether any employee was required to work off the clock, and the
12 amount of time spent off the clock on any given day. Defendant argues this is especially difficult
13 since employees reported to different worksites and off-the-clock time is inherently unrecorded,
14 resulting in an unmanageable series of mini-trials.

15 18. Defendant argues it maintained lawful meal period policies and practices
16 throughout the Class Action Period, that it provided meal periods consistent with those policies,
17 and that it is only required to "provide" the opportunity to take meal periods, not "ensure" they
18 are taken. Specifically, Defendant asserts that even if its written meal period policy was not
19 explicit as to the timing of meal periods, employees were verbally notified that meal periods
20 would be provided before the end of the fifth hour of work and before the tenth hour on shifts in
21 excess of 10.0 hours. Moreover, Defendant maintains that its time records show substantial
22 compliance with timely meal periods. Defendant further maintains that any meal period violations
23 reflected in timekeeping records were the result of employee choice, not Defendant's policies,
24 thereby precluding liability. Defendant also contends that employees validly waived second meal
25 periods on shifts over 10 hours. Defendant argues individualized inquiries will be required to
26 determine why meal periods were late, short, or missed, whether a valid waiver existed, and
27 whether a premium was paid on each shift, thereby precluding class certification of this claim.

1 19. Defendant also disputes Plaintiff's claim that Defendant maintained a practice of
2 allowing only a single 20-minute rest period during the workday. Defendant asserts it does not
3 maintain a written rest period policy or practice requiring employees to take only a single 20-
4 minute rest period per shift, that employees were free to take rest periods at the time of their
5 choosing, and that this claim will fail on the merits. Defendant also asserts that this claim is
6 unmanageable and not suited for class certification because it requires individualized inquiries
7 into whether each employee was authorized and permitted to take a lawful rest period and on
8 which days. Defendant argues Plaintiff cannot substantiate this claim with common documentary
9 evidence, since rest periods are not required to be recorded, resulting in an unmanageable series
10 of mini-trials.

11 20. Defendant contends that it reimbursed all necessary business expenses, contrary
12 to Plaintiff's assertions. Defendant argues it provided walkie-talkies to employees for
13 communications during the workday, limiting any need to use personal cellular phones.
14 Defendant contends that any personal cellular phone use was a result of employee choice.
15 Defendant also maintains that this claim is not suitable for class certification because individual
16 issues would predominate in determining which, if any, employees used their personal cellular
17 phones instead of the walkie-talkies provided by Defendant, resulting in an unmanageable series
18 of mini-trials.

19 21. In response to Plaintiff's claim that Defendant failed to correctly include the value
20 of non-discretionary semi-annual incentive bonuses when calculating the employees' regular
21 rates of pay for overtime and sick pay, Defendant contends that this additional compensation was
22 discretionary. Defendant asserts that this claim is unmanageable because it requires
23 individualized inquiries into each bonus payment to determine how the bonus was earned,
24 whether each employee met the terms, whether Defendant communicated the criteria to
25 employees, and whether any underpayment of overtime or sick pay resulted. Defendant further
26 argues these inquiries will result in an unmanageable series of mini-trials. Additionally, even if
27 sick pay was underpaid, Defendant argues that Labor Code § 246(l)(1) does not provide a
28 standalone cause of action.

1 22. For Plaintiff’s derivative claims for wage statement, waiting time, and PAGA
2 penalties, Defendant argues that these claims fail if the underlying claims fail. Defendant argues
3 that the alleged wage statement violations were not “knowing and intentional,” and that Plaintiff
4 cannot show he “suffer[ed] injury,” as required by Labor Code § 226(e) for imposition of
5 penalties. Defendant further contends that it possesses strong good-faith defenses to Plaintiff’s
6 underlying claims, thereby precluding recovery of waiting time penalties, which are available
7 only for the “willful” failure to pay wages. Defendant also maintains that, given its good-faith
8 defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if
9 Defendant were found liable for Plaintiff’s underlying claims.

10 23. Here, my firm seeks \$166,666.67, representing one-third of the GSA, consistent
11 with *Laffitte* and prevailing class action practices. This is consistent with my firm’s experience in
12 similar wage-and-hour class action matters. As discussed above, this case presented significant
13 risks to both class certification and merits considerations. Accordingly, it is fair and reasonable
14 to account for these risks in compensating my firm. My firm should also be compensated for the
15 risks involved in undertaking this litigation and for expending considerable effort, all while
16 working on a pure contingency basis. My firm’s efforts include conducting a pre-filing
17 investigation, retaining an expert and analyzing Plaintiff’s claims, performing legal research,
18 reviewing documents and data produced by Defendant, building a damages model, preparing for
19 and attending mediation, negotiating and drafting the long-form Settlement Agreement and
20 Settlement Notice documents, preparing the Motions for Preliminary and Final Approval,
21 overseeing the Notice process, and otherwise litigating the case. My firm will also expend future
22 attorney time attending the hearing on this Motion, overseeing the disbursement process, and
23 reviewing and filing the Settlement Administrator’s final accounting declaration with the Court,
24 among other tasks.

25 24. My firm incurred \$27,000.33 in litigation costs to date and seeks reimbursement
26 of \$27,234.10, which includes \$233.77 in reasonably anticipated future costs. This is significantly
27 less than the \$40,000.00 amount preliminarily approved by the Court in the Settlement
28 Agreement. The unclaimed portion of litigation costs will be distributed to Class Action Members

as part of the NSA. My firm retained Dr. J. Michael DuMond, Ph.D., of Berkeley Research Group, to perform expert analyses supporting Plaintiff's claims.

25. True and correct copies of Dr. J. Michael DuMond's expert invoices for this matter are attached hereto as **Exhibit 4**.

26. Plaintiff also requests that the Court approve \$6,750.00 in administration costs to Apex, the Court-appointed Settlement Administrator.

27. Here, Plaintiff seeks a Class Representative Service Payment of \$10,000.00, which is reasonable given his substantial efforts in this case, the risks he undertook on behalf of the Settlement Class, and his agreement to a general release of claims, including a waiver of California Civil Code § 1542.

28. Plaintiff's contributions to this case were extensive. Specifically, Plaintiff provided factual information and documents to his attorneys, participated in various conversations with his attorneys to discuss the claims, litigation strategy, and Defendant's policies and practices, spent a significant amount of time communicating with his attorneys to help them prepare for mediation, and made himself available the entire day of mediation to help resolve factual disputes. Additionally, Plaintiff undertook significant risks by agreeing to serve as the named plaintiff in this case (as potential employers can now search his name and determine he has previously sued an employer), and he agreed to a general release of all claims subject to a waiver of California Civil Code § 1542, which is a broader general release than what other Class Action Members provided. Plaintiff's participation directly benefited the Settlement Class, as they would not be receiving compensation absent his decision to pursue these claims.

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

I declare under penalty of perjury under the laws of California and the United States that the foregoing is true and correct. Executed on February 19, 2026, at El Segundo, California.



Andrew J. Rowbotham

EXHIBIT 1

RECEIVED
October 2, 2025

FILED
Clerk of the Superior Court
OCT 23 2025
By: V. Contreras, Deputy

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]

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

Date: October 24, 2025
Time: 9:30 a.m.
Dept.: C-71

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

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT

1 The Motion of Plaintiff Daniel McCabe ("Plaintiff") for Preliminary Approval of Class
2 Action Settlement came on regularly for hearing before this Court on October 24, 2025 at 9:30
3 a.m. This Court, having considered the proposed Class Action and PAGA Settlement Agreement
4 ("Settlement Agreement") attached as Exhibit 1 to the Declaration of Andrew J. Rowbotham filed
5 concurrently herein; having considered Plaintiff's Motion for Preliminary Approval of Class and
6 PAGA Action Settlement, Memorandum of Points and Authorities in support thereof, and
7 supporting declarations filed therewith; and good cause appearing, HEREBY ORDERS THE
8 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 current and former non-exempt and/or hourly-paid employees
17 who worked for Defendant Summit Electrical, Inc. in the State of
18 California at any time from March 15, 2020 to June 26, 2025 ("Class
Action Period").

19 2. The Settlement Agreement specifies for an attorneys' fees award not to exceed
20 one-third of the Gross Settlement Amount (\$166,666.67), an award of litigation expenses incurred
21 not to exceed \$40,000.00, proposed Class Representative Service Payment to Plaintiff in an
22 amount not to exceed \$10,000.00, and PAGA civil penalties in the amount of \$25,000.00 (25%
23 of which, \$6,250.00 will be paid to PAGA Members). The Court will not approve the amount of
24 attorneys' fees and costs, Service Payment, or PAGA civil penalties, until the Final Approval
25 Hearing.

26 3. For purposes of the Settlement, the Court designates named Plaintiff Daniel
27 McCabe as the Class Representative, and designates Fletcher W. Schmidt, Paul K. Haines,
28 Andrew J. Rowbotham, and Susan J. Perez of Haines Law Group, APC as Class Counsel.

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

3 5. The Court approves, as to form and content, the Notice of Class Action Settlement
4 and Notice of Settlement Award (“Settlement Notice”) attached as Exhibit A to the Settlement
5 Agreement.

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

13 7. The Court further approves the procedures for the Settlement Class members to
14 opt out of or object to the Settlement, as set forth in the Settlement Notice.

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

19 9. The Court directs the Settlement Administrator to mail the Settlement Notice to
20 the members of the Settlement Class in accordance with the terms of the Settlement. The Court
21 directs the Settlement Administrator to carry out all duties as required by the Settlement.

22 10. No claim form is required for Settlement Class Members to receive their
23 settlement payment. The Settlement Notice shall provide at least sixty (60) calendar days’ notice
24 for members of the Settlement Class to opt out of, or object to the Settlement. Any Request for
25 Exclusion or Objection shall be submitted directly to the Settlement Administrator and not filed
26 with the Court. Upon receipt of any Requests for Exclusion or Objections, the Settlement
27 Administrator shall forward copies of all Requests for Exclusion and Objections to counsel for
28 all parties. The Settlement Administrator shall give notice to any objecting Settlement Class

1 member of any continuance of the hearing on Plaintiff's Motion for Final Approval of Class
2 Action Settlement.

3 11. The Final Approval Hearing on the question of whether the Settlement should be
4 finally approved as fair, reasonable, and adequate is scheduled in Department C-71 of this Court,
5 located at 330 W. Broadway, San Diego, CA 92101 on March 13, 2026 at 9:30 a.m.

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

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

18 ///

19 ///

20 ///

14. An implementation schedule is below (assuming preliminary approval is granted on October 24, 2025):

Event	Date
Defendant to provide Settlement Class member information to the Settlement Administrator no later than [14 calendar days after preliminary approval]:	November 7, 2025
Settlement Administrator to mail the Settlement Notice to Settlement Class members no later than [14 calendar days after receiving Settlement Class member information]:	November 21, 2025
Deadline for Settlement Class members to request exclusion from, or object to, the Settlement, or submit a dispute [60 calendar days after mailing]:	January 20, 2026
Deadline for Plaintiff to file Motion for Final Approval of Class Action Settlement [16 court days before Final Approval Hearing]:	February 19, 2026
Final Approval Hearing:	☒ March 13, 2026 at 9:30 a.m. ☐ _____ at _____ a.m. / p.m.

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

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

IT IS SO ORDERED.

Dated: _____, 2025


Hon. Gregory W. Pollack
Judge of the Superior Court

EXHIBIT 2

EXHIBIT 3

HAINES LAW GROUP
EMPLOYMENT ATTORNEYS

Daniel McCabe v. Summit Electrical, Inc.

			<u>Qty/Price</u>	<u>Amount</u>
1/31/2024	ALL	Postage for January, 2024.	1 7.18	7.18
	ALL	Copying cost for January, 2024.	17 0.25	4.25
2/29/2024	ALL	Westlaw cost for February, 2024.	1 10.70	10.70
3/31/2024	ALL	Postage for March, 2024.	1 7.60	7.60
	ALL	Copying cost for March, 2024.	7 0.25	1.75
3/18/2024	IDLC	One legal's Filing fee for: Complaint,Civil Case Cover Sheet,Original Summons Order #: [REDACTED]	1 1,492.72	1,492.72
3/25/2024	IDLC	One legal's Filing fee for: Notice of Jury Fee Deposit Order #: [REDACTED]	1 169.82	169.82
5/20/2024	ALL	First legal's service fee for: Service of Summons and Complaint Order #: [REDACTED] Process - Branch 3 days Base charge + PDF/Ship + Fuel charge	1 181.28	181.28
5/23/2024	IDLC	First legal's filing fee for: First Amended Class and Representative Action Complaint Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 14.95	14.95

			Qty/Price	Amount
3/18/2024	IDLC	Filing fee for: LWDA LWDA Case #: LWDA-CM-1017142-24 Order #: [REDACTED]	1 75.00	75.00
5/22/2024	IDLC	One legal's Filing fee for: Proof of Service of 30-day Summons & Complaint - Personal Order #: [REDACTED]	1 15.39	15.39
6/17/2024	ALL	First legal's service fee for: 2024-03-15 Summons, 2024-05-23 Summit Electrical FAC Order #: [REDACTED] Process - Branch Next day Base charge + PDF/Ship + Fuel charge	1 190.79	190.79
6/20/2024	ALL	First legal's filing fee for: Proof of Service of 30-day Summons & Complaint - Personal Order #: [REDACTED] Direct E-filing Base charge + Additional charges	1 14.95	14.95
7/29/2024	IDLC	One legal's filing fee for: Case Management Statement, Proof of Service Order #: [REDACTED]	1 18.99	18.99
10/18/2024	IDLC	Signature Resolution mediation fee for mediation on April 01, 2025. Invoice #: [REDACTED]	1 7,995.00	7,995.00
10/31/2024	ML	Copying cost for October, 2024.	1 0.25	0.25
3/31/2025	ML	Westlaw cost for March, 2025.	1 14.12	14.12
4/14/2025	ML	BRG Expert fee for services rendered through March 31, 2025. Invoice #: [REDACTED]	1 16,504.00	16,504.00
4/30/2025	ML	Copying cost for April, 2025.	3 0.25	0.75
4/2/2025	ML	First Legal's service fee for JOINT STATUS REPORT; PROOF OF SERVICE Order #: [REDACTED]	1 37.25	37.25
4/30/2025	ML	Westlaw cost for April, 2025.	1 26.16	26.16
4/1/2025	IO	One Legal's filing fee for: Report, Proof of Service Order #: [REDACTED]	1 21.37	21.37
6/12/2025	IO	One Legal's filing fee for: Report, Proof of Service Order #: [REDACTED]	1 21.37	21.37

		<u>Qty/Price</u>	<u>Amount</u>
8/31/2025 ML	Copying cost for August, 2025.	1 0.25	0.25
8/12/2025 ML	First Legal's Filing fee for courtesy copy of stip and order Deliver Courtesy Copy to Dept C-71 Order #: [REDACTED]	1 37.25	37.25
8/26/2025 IO	One Legal's Filing fee: Stipulation - Fee Due, Proof of Service Order #: [REDACTED]	1 45.32	45.32
10/8/2025 IO	One Legal's Filing fee for: Motion for Approval of Class Settlement, Order, Declaration, Declaration, Declaration, Declaration, Declaration Order #: 26442738	1 86.62	86.62
10/28/2025 IO	San Diego Superior Court Document Order of Class. Document Order #: [REDACTED]	1 5.00	5.00
2/28/2026 ML	Copying cost for February, 2026.	1 0.25	0.25
Total Costs:			\$27,000.33

EXHIBIT 4



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

April 14, 2025
Client-Project: [REDACTED]
Invoice #: [REDACTED]
Tax ID: [REDACTED]

Via Email: phaines@haineslawgroup.com

RE: McCabe v. Summit Electrical, Inc.

Services Rendered Through March 31, 2025

Professional Services	\$ 16,504.00	USD
CURRENT CHARGES	\$ 16,504.00	USD

PAYMENT IS DUE BY May 14, 2025

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

Please remit wire/ACH payment to:

Bank Name: [REDACTED]
SWIFT: [REDACTED]
ABA #: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
Reference: [REDACTED]

Please remit check payment to:

BERKELEY RESEARCH GROUP, LLC
[REDACTED]

Please remit express/overnight payment to:

[REDACTED]

Please send remittance advice details to:

[REDACTED]

cc:

[REDACTED]

Via Email: [REDACTED]



To: Paul Haines
c/o: Haines Law Group
RE: McCabe v. Summit Electrical, Inc.

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

Services Rendered Through March 31, 2025

PROFESSIONAL SERVICES

	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
Managing Director			
Jon M. DuMond	675.00	4.30	2,902.50
Senior Managing Consultant			
Pamela Cohen	470.00	16.70	7,849.00
Associate			
Marjorie Moore	295.00	19.50	5,752.50
Total Professional Services		40.50	16,504.00



To: Paul Haines
c/o: Haines Law Group
RE: McCabe v. Summit Electrical, Inc.

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

Services Rendered Through March 31, 2025

DETAIL OF PROFESSIONAL SERVICES

<u>Date</u>	<u>Name</u>	<u>Description</u>	<u>Hours</u>
03/17/25	Pamela Cohen	Review data.	0.20
03/17/25	Marjorie Moore	Loaded payroll and class list data and cleaned data.	4.00
03/18/25	Pamela Cohen	Review data.	1.70
03/18/25	Marjorie Moore	Analyze data.	4.50
03/19/25	Pamela Cohen	Review data.	0.30
03/19/25	Jon M. DuMond	Case discussions; review data.	1.00
03/19/25	Marjorie Moore	Analyze data.	6.00
03/20/25	Pamela Cohen	Review analysis.	3.00
03/20/25	Marjorie Moore	Analyze data.	5.00
03/21/25	Pamela Cohen	Analyze data.	6.60
03/24/25	Pamela Cohen	Review analysis.	4.90
03/24/25	Jon M. DuMond	Review analyses, tables; case discussions.	3.30
Professional Services			40.50