IN THE SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE, COMPLEX CIVIL CENTER

MARK RYCHLIK, an individual, Plaintiff, v. DAY & NITE DOORS, INC., a California corporation, NICHOLAS ALEXANDER CHRISTY, an individual, MELANIE ANN CHRISTY, an individual, and DOES 1 through 20 inclusive, Defendants.	Case No. 30-2021-01207960-CU-OE-CXC Assigned to Hon. Melissa R. McCormick in Dept. CX105 **[PROPOSED] ORDER & JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT** Date: April 2, 2026 Time: 2:00 PM Dept.: CX105 Action Filed: June 29, 2021 Trial Date: None

The matter having come regularly for hearing on April 2, 2026, in Dept. CX105 of the above-entitled Court and having considered the records and files in this action, and the oral and documentary evidence presented at hearing on Plaintiff's Motion, along with the Settlement Agreement (October 2025 Amendment to the Settlement Agreement and Mutual Release and Second Amendment to the Settlement Agreement and Mutual Release), submitted herewith, and good cause appearing, the Court hereby GRANTS Plaintiff's Motion for Approval of PAGA Settlement ("Motion"), subject to the following findings and orders:

a) A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 1**. Pursuant to Labor Code § 2699(l)(2), the Court has reviewed the Settlement Agreement and finds the proposed settlement of PAGA claims to be fair and reasonable.

b) All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement executed by the Parties and filed with this Court.

c) The Aggrieved Employees encompassed by the Settlement are all current and former employees of Defendants who worked as non-exempt employees at any time during the

PAGA Period (April 14, 2020, through October 19, 2023). The total number of Aggrieved Employees is thirty-three (33).

d) The Court approves the form and content of the "Notice of Estimated Individual PAGA Settlement Payment" which was submitted to the Court on March 19, 2026, and is attached hereto as **Exhibit 2**.

e) The Court approves Phoenix Settlement Administrators as the Settlement Administrator and awards $2,650 from the Gross Settlement Amount for payment of settlement administration services.

f) The Court approves Pimentel Law, P.C., as PAGA Counsel and awards $32,500 in attorney's fees, which represents 25% of the Gross Settlement Amount.

g) The Court orders the Parties and the Settlement Administrator to administer the settlement in accordance with the terms of the Settlement Agreement.

h) The total sum of the PAGA "Gross Settlement Amount" is $130,000, which will be allocated as follows:

(i). $90,044.24 for payment of civil penalties under the PAGA (75% of which ($67,533.18) will be paid to the LWDA, and 25% of which ($22,511.06) will be paid to the aggrieved employees);

(ii). $2,650 for settlement administration expenses;

(iii). $4,805.76 reimbursement for Plaintiff's litigation costs; and

(iv). $32,500 for Plaintiff's statutory attorneys' fees.

i) Pursuant to Code of Civil Procedure section 664.6, this Court shall have and retain continuing jurisdiction over this action to enforce the terms of the Parties' agreement.

j) Other than as expressly provided in the Settlement Agreement, both Parties shall bear their own costs and fees.

k) The Judgment does not extend to or otherwise affect the ability of an aggrieved employee to bring individual, non-representative claims against Defendants for alleged violations of the Labor Code.

l) Pursuant to Labor Code section 2699(l)(3), Plaintiff shall submit a copy of this Order and

Judgment to the LWDA within 10 days of its entry.

m) The date for the Final Accounting hearing is scheduled for August 15, 2028, at 9:00 AM, and the deadline for filing a report concerning the amount of money distributed and/or uncashed is August 2, 2028, or nine (9) court days before the hearing addressing the status of the settlement administration.

n) Judgment is entered as set forth herein, and the PAGA Action is DISMISSED WITH PREJUDICE.

o) The Settlement Administrator shall provide notice of the entry of this Order and Judgment to the Aggrieved Employees by mail and/or email where available, and by posting a copy on a dedicated settlement website maintained by the Administrator for a period of not less than 180 days.

IT IS SO ORDERED.

Dated: ___________________ ____

THE HONORABLE MELISSA MCCORMICK

EXHIBIT 1

SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Second Amendment to the Settlement Agreement and Mutual Release (the "Amendment") is entered into by and between Plaintiff MARK RYCHLIK ("Plaintiff") and Defendants DAY & NITE DOORS, INC., NICHOLAS ALEXANDER CHRISTY, and MELANIE ANN CHRISTY ("Defendants").

WHEREAS, the Parties previously executed a Settlement Agreement in February 2024, a Revised Settlement Agreement in January 2025, and a subsequent "Amendment to the Settlement Agreement" in October 2025 to resolve the action entitled *Rychlik v. Day & Nite Doors, Inc., et al.*, Case No. 30-2021-01207960;

WHEREAS, the Court issued a Tentative Ruling on November 13, 2025, requesting various modifications to the terms of the settlement;

NOW, THEREFORE, the Parties agree to amend the October 2025 Amendment to the Settlement Agreement as follows:

Removal of Reference to Individual Settlement: Plaintiff's individual settlement is hereby severed from this PAGA Settlement Agreement. Paragraph 2 of the Agreement is amended to delete the following sentences in their entirety:

> "Separately, and apart from the Gross Settlement Amount, ten thousand dollars ($10,000.00) will be paid to Plaintiff to resolve his individual claims. Thus, in total, Defendants will pay $140,000 to resolve the entire Action."

The Gross Settlement Amount for this PAGA Settlement remains exactly one hundred thirty thousand dollars ($130,000.00).

Attorneys' Fees: Paragraph 3(b) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect a reduced request for attorney's fees in the amount of 25% of the Gross Settlement Amount:

> "b. **Plaintiff's Counsel's Fees.** Defendants will not oppose Plaintiff's request for attorneys' fees up to 25% of the Gross Settlement Amount, i.e., up to thirty-two thousand and five hundred dollars ($32,500.00) (the "Attorneys' Fees Amount"). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount. If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. There is no fee-splitting arrangement with any other counsel."

Plaintiff's Counsel's Costs: Paragraph 3(c) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the Court's disallowance of postage, copying, and miscellaneous expenses:

> “c. **Plaintiff’s Counsel’s Costs.** The litigation costs for Plaintiff’s counsel shall be up to four thousand eight hundred and five dollars and seventy-six cents ($4,805.76).”

Allocation of Net Settlement Amount: Paragraph 3(e) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the updated Net PAGA Fund calculations based on the adjusted fees and costs:

> “e. **Allocation of Net Settlement Amount.** The net amount (the “Net PAGA Fund”) left after deducting attorneys’ fees, litigation costs, and administration expenses is ninety thousand forty-four dollars and twenty-four cents ($90,044.24), of which 75% (sixty-seven thousand five hundred thirty-three dollars and eighteen cents ($67,533.18)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty-two thousand five hundred eleven dollars and six cents ($22,511.06)) shall be paid to the thirty-three (33) Aggrieved Employees based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period.

Further, Paragraph 3(e)(i) of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the updated high, low, and average payments to aggrieved employees, due to the change in the Net PAGA Fund as a result in the reduction of Plaintiff’s Counsel’s Fees:

> “(i) The high, low, and average number of pay periods worked by the aggrieved employes are 195, 1, and 42.54, respectively. Thus, the anticipated high, low, and average payments to employees are $3,125.85, $16.03, and $681.92, respectively. ($22,511.06 / 1404 Pay Periods = $16.03 average payment per pay period)”

PAGA Released Claims: Paragraph 3(g) of the Agreement is hereby deleted and replaced in its entirety with the following to correctly define the claims and remove the secondary release language as ordered by the Court:

> “g. **PAGA Released Claims.** Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. “PAGA Released Claims” are defined as all claims for civil penalties under PAGA (Labor Code §§ 2698, et seq.) based upon the facts and theories alleged in the Complaint filed by Plaintiff in this Action during the PAGA Period.”

Payment Schedule: Because the individual settlement is no longer part of this Agreement, Paragraph 4 of the Agreement is hereby deleted and replaced in its entirety with the following to reflect the $130,000.00 Gross Settlement Amount:

> “4. **Payment Schedule.** The Gross Settlement Amount shall be paid on a payment plan as follows:

(i) Ten thousand dollars ($10,000.00) shall be paid to the Settlement Administrator within seven (7) days of the Court granting approval of the PAGA settlement;

(ii) Five thousand dollars ($5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month, at which time eighty-five thousand dollars ($85,000.00) shall be funded;

(iii) Two thousand five hundred dollars ($2,500.00) per month shall be paid thereafter by Defendants to the Settlement Administrator until the remaining forty-five thousand dollars ($45,000.00) of the Gross Settlement Amount has been fully funded (i.e., after eighteen (18) additional months)."

Disbursement Timetable: Paragraph 5 of the Agreement is hereby deleted and replaced in its entirety with the following to ensure *pro rata* distributions as directed by the Court, and to remove any reference to the severed individual settlement:

"5. **Settlement Administration and Disbursement of Funds.** The Parties agree to use Phoenix Class Action to handle the administration of this Settlement.

The Settlement Administrator shall disburse the funds on the following timetable:

(i) First Disbursement: A disbursement shall take place after eighty-five thousand dollars ($85,000.00) has been funded. That disbursement shall be made pro rata to Plaintiff's counsel (for approved attorneys' fees and litigation costs), the Settlement Administrator (for approved administration costs), and the Labor and Workforce Development Agency (for the State's portion of the Net PAGA Fund), in proportion to the amounts each is otherwise entitled to receive under this Agreement. Any portion allocated to Aggrieved Employees (representing twenty-five percent (25%) of the Net PAGA Fund) shall be distributed to Aggrieved Employees pro rata in accordance with the allocation methodology set forth in this Agreement.

(ii) Second Disbursement: After Defendants fund an additional $22,500.00 (approximately nine months of payments at $2,500 per month), the Settlement Administrator will make a second pro rata disbursement of $22,500.00 using the same allocation percentages.

(iii) Third Disbursement: After Defendants fund the final $22,500.00 (approximately nine additional months), the Settlement Administrator will make a third and final pro rata disbursement of $22,500.00."

Attorney's Fees and Costs (Unnamed Employees): Paragraph 20 of the Agreement is hereby amended to replace the word "extend" with "apply". The second sentence of Paragraph 20 shall now read:

> "This provision does not apply to any unnamed aggrieved employees."

All other terms, conditions, and provisions of the October 2025 "Amendment to the Settlement Agreement" shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Mar 26, 2026

Date

Mark Rychlik
Mark Rychlik (Mar 26, 2026 17:04:50 PDT)

Signature

DAY & NITE DOORS, INC.

Date

Signature of Representative

Name and Title of Representative

NICHOLAS ALEXANDER CHRISTY

Date

Signature

MELANIE ANN CHRISTY

Date

Signature

APPROVED AS TO FORM ONLY :

PIMENTEL LAW, P.C.

_____________ ____

Date

Gabriel J. Pimentel
Michael D. Pimentel, Attorneys for Plaintiff

LAW OFFICES OF THOMAS F. NOWLAND

_____________ ____

Date

Thomas F. Nowland
Daniel A. Brodnax
Kevin H. Ngai, Attorneys for Defendants

Second Amendment to the Settlement Agreement and Mutual Release clean (LoTN 3.19.26)

Final Audit Report 2026-03-27

Created:	2026-03-27
By:	Viktoria Baklan (vab@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjxYUsBa7ZQrl4sksENdLldLmrjzyvbft

"Second Amendment to the Settlement Agreement and Mutual Release clean (LoTN 3.19.26)" History

Document created by Viktoria Baklan (vab@pimentellaw.com)
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Document emailed to bigggdream@gmail.com for signature
2026-03-27 - 0:00:28 AM GMT

Email viewed by bigggdream@gmail.com
2026-03-27 - 0:00:54 AM GMT

Signer bigggdream@gmail.com entered name at signing as Mark Rychlik
2026-03-27 - 0:04:48 AM GMT

Document e-signed by Mark Rychlik (bigggdream@gmail.com)
Signature Date: 2026-03-27 - 0:04:50 AM GMT - Time Source: server

Agreement completed.
2026-03-27 - 0:04:50 AM GMT

AMENDMENT TO THE SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Amendment to the Mutual Release and Settlement Agreement (the "Agreement") is hereby entered into by and between Plaintiff MARK RYCHLIK (hereinafter "Plaintiff") and Defendants DAY & NITE DOORS, INC., NICHOLAS ALEXANDER CHRISTY, and MELANIE ANN CHRISTY (hereinafter collectively "Defendants") with respect to the matter set forth below. Plaintiff and Defendants are collectively referred to hereinafter as the "Parties." This agreement is effective as of the final signature affixed below (the "Effective Date").

RECITALS

WHEREAS, on June 29, 2021, Plaintiff brought an action (hereinafter the "Action") against Defendants in the Superior Court of the State of California, County of Orange, Case No. 30-2021-01207960, alleging Failure to Indemnify for Necessary Expenditures, Failure to Pay Minimum Wage, Failure to Pay Overtime, Failure to Furnish Compliant Wage Statements and Maintain Accurate Pay Records, Failure to Provide Meal Periods, Failure to Provide Rest Periods, Failure to Timely Pay Wages, Willful Failure to Pay Wages, Civil Penalties under Labor Code section 2698, and Unfair Competition;

WHEREAS, the Parties engaged in formal discovery prior to mediation. In response to Plaintiff's counsel's discovery requests, Defendants provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees and the claims in the Action in order for Plaintiff's Counsel to investigate Plaintiff's allegations and value the PAGA claim;

WHEREAS, on October 19, 2023, the Parties participated in an all-day mediation before mediator Craig Ackerman. Even though the matter did not resolve on that day, with the further assistance of Mr. Ackerman, the Parties agreed to fully and finally resolve, subject to Court approval, the PAGA Released Claims as to Plaintiff and the Aggrieved Employees; and

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

OPERATIVE TERMS OF THE SETTLEMENT AGREEMENT

1. Non-Admission. Nothing in this Settlement shall be construed to be an admission by Plaintiff that their claims do not have merit or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees or any other person, and Defendant specifically disclaims any such liability or wrongdoing. The Parties have entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses and risks. This Settlement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. Gross Settlement Amount. In exchange for a complete and full release of all PAGA claims brought against it in this Action, Defendants will pay the sum of one hundred thirty thousand dollars ($130,000.00) as a settlement in full of this dispute, inclusive of any interest (the "Gross Settlement Amount"). Separately, and apart from the Gross Settlement Amount, ten thousand dollars ($10,000.00) will be paid to Plaintiff to resolve his individual claims. Thus, in total, Defendants will pay $140,000 to resolve the entire Action.

3. Net Settlement Amount. The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. Aggrieved Employees. All current and former employees of Defendants who worked as non-exempt employees at any time between April 14, 2020, and October 19, 2023, in California.

b. Plaintiff's Counsel's Fees. Defendants will not oppose Plaintiff's request for attorneys' fees up to 30% of the Gross Settlement Amount, i.e., up to thirty-nine thousand dollars ($39,000.00) (the "Attorneys' Fees Amount"). In the event the Court approves a payment of less than these amounts, the difference will be added to the Net Settlement Amount (although Plaintiff may appeal an order granting less than the full amount sought for attorneys' fees and costs). If the Court believes the attorneys' fees and/or costs should be reduced, the other terms of this Settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. There is no fee-splitting arrangement with any other counsel.

c. Plaintiff's Counsel's Costs. The litigation costs for Plaintiff's counsel shall be up to seven thousand five hundred dollars ($7,500.00).

d. Administration Costs. The settlement administration costs shall be up to two thousand six hundred fifty dollars ($2,650.00), and the Settlement Administrator shall be jointly selected by the Parties. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount.

e. Allocation of Net Settlement Amount. The net amount (the "Net PAGA Fund") left after deducting attorneys' fees, litigation costs, administration expenses, and the individual settlement is eighty thousand eight hundred fifty dollars ($80,850.00), of which 75% (sixty thousand six hundred thirty-seven dollars and fifty cents ($60,637.50)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty thousand two hundred twelve dollars and fifty cents ($20,212.50)) shall be paid to the Aggrieved Employees *pro rata* based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period.

(i) The high, low, and average number of pay periods worked by the aggrieved employes are 195, 1, and 42.54, respectively. Thus, the anticipated high, low, and average payments to employees are $2,808.00, $14.40, and $612.00, respectively. ($20,212.50 / 1404 Pay Periods = $14.40 average payment per pay period)

f. PAGA Period. Defendants represent that, for the period from April 14, 2020, until October 19, 2023 (the "PAGA Period"), Defendants employed a total of thirty-three (33) current and former hourly paid employees who constitute the "Aggrieved Employees".

g. PAGA Released Claims. Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. Upon the completion of the settlement payments, Plaintiff and all Aggrieved Employees will be forever barred from pursuing any and all of the PAGA Released Claims that arose during the PAGA Period against the Defendants.

4. Payment Schedule. The Settlement Amount shall be paid on a payment plan as follows:

(i) Ten thousand dollars ($10,000.00) shall be paid directly to Plaintiff, by check or direct deposit to **9663 Santa Monica Blvd. #123 Beverly Hills, CA 90210** within seven (7) days of the Court granting approval of the PAGA settlement.

(ii) Ten thousand dollars ($10,000.00) shall be paid to the settlement administrator within (7) days of the Court granting approval of the PAGA settlement;

(iii) Five thousand dollars ($5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month at which time eighty-five thousand dollars ($85,000.00) shall be funded, including the seventy-nine thousand three hundred sixty-two ($69,362.50) which excludes the sixty-thousand six hundred thirty-seven dollars and fifty cents ($60,637.50) portion to be paid to the State

(iv) Two thousand five hundred dollars ($2,500.00) per month shall be paid thereafter to the Settlement Administrator, and through it, to the State of California, until the remainder of the sixty-thousand six hundred thirty-seven dollars and fifty cents ($60,637.50) to the State, that is thirty-five thousand dollars ($35,000.00) has been fully paid (i.e., after 18 additional months).

ADMINISTRATION OF SETTLEMENT

5. Settlement Administrator. The Parties agree to use Phoenix Class Action to handle the administration of this Settlement.

The Settlement Administrator shall disburse the funds on the following timetable:

(i) A disbursement shall take place after seventy thousand dollars ($70,000.00) has been funded (including the ten thousand dollar, $ 10,000.00, initial disbursement and not including the ten thousand dollars, $10,000, paid directly to Plaintiff), and shall be for: Payments to the Aggrieved Employees for their 25% of the Net PAGA Fund (i.e., twenty thousand two hundred twelve dollars and fifty cents, $20,212.50); Payment of Plaintiff's counsel's attorneys' fees and litigation costs (i.e., forty-six thousand five hundred dollars, $46,500.00); and Payment of the Settlement Administrator costs (i.e., two thousand six hundred fifty dollars, $2,650.00). The remainder of the seventy thousand dollars ($70,000.00), equating to six hundred thirty-seven dollars and fifty cents ($637.50), shall be put toward the State's portion of the Net PAGA Fund and disbursed to the State.

(ii) The Settlement Administrator shall thereafter make monthly disbursements to the State until the remainder of the State's portion of the Net PAGA Fund has been disbursed to the State.

6. Explanatory Letter Regarding PAGA Payments. The Aggrieved Employees shall receive a letter explaining briefly why they are receiving a check for PAGA payments, with the form and content to be approved by the Parties.

7. Tax Consequences. All of the payments contemplated herein shall be treated and reported on an IRS 1099 basis. Individual PAGA Payments made under this Settlement will be attributed 100% as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee. Neither Plaintiff nor Defendant, nor counsel for the Parties, make any representations or warranties with respect to tax consequences of any payment under this Settlement.

8. Provision of Information for Aggrieved Employees. Within ten (10) business days after the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and shall include each Aggrieved Employee's full name, last known mailing address, total pay periods worked during the PAGA Period and/or dates of employment, and Social Security number. Because Social Security numbers are included in the list, the Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

Within seven (7) business days of receiving the Aggrieved Employees' information from Defendant, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each Aggrieved Employee and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

9. Individual PAGA Payments. Within two (2) business days of receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of the explanatory letter, which has been mutually approved by the Parties and is attached hereto as **Exhibit A**, in English, along with Individual PAGA Payments to all Aggrieved Employees via regular First Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section 3(e), *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with an explanatory letter. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties/interest and reported using IRS Form 1099.

10. Undeliverable Notices. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform a single re-mailing.

Defendant fully discharges its obligations to those Aggrieved Employees to whom they will pay an Individual PAGA Payment through the mailing of a check, regardless of whether such checks are actually received and/or negotiated by Aggrieved Employees. Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining un-cashed for more than 180 days after issuance, will be tendered to the State Controller's Office under the unclaimed property fund laws in the names of the Aggrieved Employees to whom the checks were issued.

MISCELLANEOUS PROVISIONS

11. **Further Acts.** The Parties shall execute and deliver all documents and perform all further acts or assist in the performance of such acts that may be reasonably necessary to effectuate the provisions of this Agreement.

The proposed settlement will be submitted to the Labor and Workforce Development Agency at the same time it is submitted to the court per Labor Code § 2699(s)(2).

12. **Mutual Release by Plaintiff and Defendants of All Claims.** Except for the rights and obligations created or reserved herein, the Parties for themselves and their successors, representatives, predecessors, assigns, parent companies, affiliated companies, subsidiaries, officers, directors, employees (past and present), partners, agents, servants, shareholders, accountants, insurers, and attorneys, (collectively "**Releasing Parties**") hereby release, acquit, and forever discharge all other Parties and their successors, representatives, predecessors, assigns, parent companies, affiliated companies, subsidiaries, officers, directors, employees (past and present), partners, agents, servants, shareholders, accountants, insurers, and attorneys, and each of them, past, present and future, (collectively "**Released Parties"**) from any and all actions, causes of action, claims, judgments, obligations, damages, and liabilities of whatsoever kind and character, whether known or unknown and whether suspected or unsuspected, including, but not limited to, any claims arising from, or related to the Action ("**Released Claims**").

13. **Plaintiff's California Civil Code Section 1542 Waiver.** Plaintiff acknowledges that he is familiar with and understand *California Civil Code* Section 1542, which provides as follows:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."**

Plaintiff hereby waives any benefit he has under Section 1542 of the *California Civil Code*, and under any and all similar provisions contained in the law of any and all other jurisdictions, within and without of the United States, to the full extent that he may lawfully waive such rights and benefits. In that regard, Plaintiff acknowledges that he is aware that he may hereafter discover facts in addition to or different from those which he now knows or believes to exist with respect to the subject matter of this Agreement, but that he nevertheless intends to fully, finally, and forever settle and release all Released Claims, known or unknown, suspected or unsuspected, which now exist or may exist hereafter against the Released Parties.

Notwithstanding the above nor anything else in this Agreement, this waiver and release does not apply to: (i) those rights as a matter of law that cannot be waived, including, but not limited to, workers' compensation claims: (ii) rights or claims arising out of this Agreement after the date this Agreement is executed by Plaintiff and (iii) rights or claims arising out of this Agreement. The Agreement in no way affects Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to the jurisdiction of workers' compensation.

14. Representations. Plaintiff represents and warrants that he has the full power and actual authority to enter into this Agreement and that he has not transferred, sold, or assigned any of the Released Claims or any portion of or interest in any such claims, to any other person or entity. Plaintiff further represents that he has had the opportunity to have counsel explain the contents of this Agreement and that he executed it knowingly and voluntarily and understands that after executing it, he cannot proceed against any Released Party on account of the matters referred to herein.

15. Mutual Non-Disparagement. Plaintiff expressly agrees he shall not make any disparaging comments about Defendants, its owners, agents, or current or former employees to any third party. Defendants expressly agree that they and Defendants' owners, managers, and officers shall not make any disparaging comments about Plaintiff. The agreement set forth in this section shall not apply to responses to any governmental agency or court inquiries, or testimony under oath.

16. Neutral Reference. Defendants agree that if they receive a request for an employment reference from a prospective employer of Plaintiff, Defendants shall only provide a neutral reference to the prospective employer with information regarding Plaintiff's dates of employment and job titles.

17. Applicable Law. This Agreement shall be construed and governed by the laws of the State of California, and the Superior Court for the State of California, County of Orange shall retain jurisdiction over the parties to enforce the Agreement until performance of this Agreement has been completed in full, pursuant to California *Code of Civil Procedure* Section 664.6.

18. Severability. In case any one or more of the provisions of this Agreement shall be found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Furthermore, any provision found to be invalid, illegal, or unenforceable shall be deemed, without further action on the part of the Parties hereto, to be modified, amended, and/or limited to the minimum extent necessary to render such clauses and/or provisions valid and enforceable.

19. Waiver. A waiver by any one Party of a breach of any provision of this Agreement by another Party shall not operate or be construed as a waiver of any subsequent breach by any Party.

20. Attorney's Fees and Costs. In the event of litigation concerning the terms or obligations of this Agreement, the prevailing party in any such litigation shall be entitled to recovery of its reasonable attorney's fees and costs. This provision does not extend to any unnamed aggrieved employees.

21. **Entirety of Agreement.** This is the entire agreement of the Parties on this subject. No Party is entering into this Agreement in reliance upon any oral or written promises, representations, or understandings other than those contained in this Agreement. The terms of this Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement orally amended or modified.

22. **Neutral Construing.** This Agreement is the product of negotiations and was drafted by all Parties; therefore, it shall not be construed in favor of any particular party, but shall be construed neutrally and by the plain meaning of the language.

23. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties have signed the same document. All counterparts will be construed together and will constitute one agreement. Facsimile, PDF, or electronic signatures shall be given the same legal effect as original signatures.

24. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Date

Signature

DAY & NITE DOORS, INC.

DocuSigned by:

Nicholas A. Christy

6762E02B6AA54B4...

10/30/2025

Date

Signature of Representative

Nicholas A. Christy

Name and Title of Representative

NICHOLAS ALEXANDER CHRISTY

10/30/2025
Date

DocuSigned by:
Nicholas A. Christy
0702E02B0AA54B4...
Signature

MELANIE ANN CHRISTY

10/30/2025
Date

DocuSigned by:
Melanie A. Christy
0702E02B0AA54B4...
Signature

APPROVED AS TO FORM ONLY :

PIMENTEL LAW, P.C.

10/30/2025
Date

Jenna M Koleson
Gabriel J. Pimentel
Jenna M. Koleson, Attorney for Plaintiff

LAW OFFICES OF THOMAS F. NOWLAND

10/30/25
Date

Kevin Ngai
Thomas F. Nowland
Daniel A. Brodnax
Kevin H. Ngai, Attorney for Defendants

19. **Waiver.** A waiver by any one Party of a breach of any provision of this Agreement by another Party shall not operate or be construed as a waiver of any subsequent breach by any Party.

20. **Attorney's Fees and Costs.** In the event of litigation concerning the terms or obligations of this Agreement, the prevailing party in any such litigation shall be entitled to recovery of its reasonable attorney's fees and costs. This provision does not extend to any unnamed aggrieved employees.

21. **Entirety of Agreement.** This is the entire agreement of the Parties on this subject. No Party is entering into this Agreement in reliance upon any oral or written promises, representations, or understandings other than those contained in this Agreement. The terms of this Agreement may not be amended or modified in any respect whatsoever except by a writing duly executed by the Parties, and the Parties agree that they shall make no claim(s) at any time that this Agreement orally amended or modified.

22. **Neutral Construing.** This Agreement is the product of negotiations and was drafted by all Parties; therefore, it shall not be construed in favor of any particular party, but shall be construed neutrally and by the plain meaning of the language.

23. **Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties have signed the same document. All counterparts will be construed together and will constitute one agreement. Facsimile, PDF, or electronic signatures shall be given the same legal effect as original signatures.

24. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement is a fair, adequate and reasonable settlement of the Action, and have arrived at this Settlement after arms-length negotiations by experienced counsel and with the assistance of an experienced mediator. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

IN WITNESS WHEREOF, the undersigned have set their hands the day and year set forth below their respective signatures.

MARK RYCHLIK

Oct 30, 2025

Mark Rychlik (Oct 30, 2025 15:10:28 PDT)

Date

Signature

DAY & NITE DOORS, INC.

Date

Signature

Amendment to the Settlement Agreement and Mutual Release (10.28.25)

Final Audit Report 2025-10-30

Created:	2025-10-29
By:	Viktoria Baklan (vab@pimentellaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAu0crdkI8X1TcMOYBIBTI7nM59LCQaNr5

"Amendment to the Settlement Agreement and Mutual Release (10.28.25)" History

Document created by Viktoria Baklan (vab@pimentellaw.com)
2025-10-29 - 9:14:57 PM GMT

Document emailed to bigggdream@gmail.com for signature
2025-10-29 - 9:15:01 PM GMT

Email viewed by bigggdream@gmail.com
2025-10-30 - 1:46:19 AM GMT

Signer bigggdream@gmail.com entered name at signing as Mark Rychlik
2025-10-30 - 10:10:26 PM GMT

Document e-signed by Mark Rychlik (bigggdream@gmail.com)
Signature Date: 2025-10-30 - 10:10:28 PM GMT - Time Source: server

Agreement completed.
2025-10-30 - 10:10:28 PM GMT

EXHIBIT 2

NOTICE OF ESTIMATED INDIVIDUAL PAGA SETTLEMENT PAYMENT

SUPERIOR COURT OF THE STATE OF CALIFORNIA, COUNTY OF ORANGE

MARK RYCHLIK, an individual, Plaintiff, vs. DAY & NITE DOORS, INC., a California corporation; NICHOLAS ALEXANDER CHRISTY, an individual; MELANIE ANN CHRISTY, an individual; and DOES 1 through 20 inclusive,	Case No. 30-2021-01207960-CU-OE-CXC Assigned to Hon. Melissa R. McCormick in Dept.: CX-105 **NOTICE OF ESTIMATED INDIVIDUAL PAGA SETTLEMENT PAYMENT**

TO AGGRIEVED EMPLOYEE <NAME>:

A. YOUR SETTLEMENT AMOUNT.

You have received this Notice because you are an Aggrieved Employee in this Private Attorney General Act ("PAGA") Action, *Mark Rychlik v. Day & Nite Doors, Inc., et al.*; Orange County Case No. 30-2021-01207960-CU-OE-CXC (the "Action"), which authorizes "Aggrieved Employees" to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations committed by their employer. You are an Aggrieved Employee if, at any time from April 14, 2020, to October 19, 2023 (the "PAGA Period") you were employed as a non-exempt employee in California by Day & Nite Doors, Inc. **All Aggrieved Employees will be paid a *pro rata* share of the PAGA penalties allocated for this Settlement.**

In this Action, Plaintiff alleged Defendants violated California labor laws by failing to indemnify necessary expenditures, pay minimum and overtime wages at the correct rates, authorize and permit meal and rest breaks, timely pay final wages at termination, properly maintain required records, and provide accurate itemized wage statements; willfully failing to pay wages; and engaging in unfair and unlawful business practices.

The Gross Settlement Amount is $130,000, which will be allocated as follows: The net amount (the "Net PAGA Fund") left after deducting attorneys' fees, litigation costs, and administration expenses is ninety thousand forty-four dollars and twenty-four cents ($90,044.24), of which 75% (sixty-seven thousand five hundred thirty-three dollars and eighteen cents ($67,533.18)) shall be paid to the LWDA, on the payment plan set forth below, and the remaining 25% (twenty-two thousand five hundred eleven dollars and six cents ($22,511.06)) shall be paid to the thirty-three (33) Aggrieved Employees based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period; $32,500 to PAGA Counsel, Pimentel Law, P.C., for payment of attorneys' fees; $4,805.76 for reimbursement of Plaintiff's litigation costs; and $2,650 for payment of settlement administration fees.

The Gross Settlement Amount shall be paid on a payment plan as follows:

Ten thousand dollars ($10,000.00) shall be paid to the Settlement Administrator within seven (7) days of the Court granting approval of the PAGA settlement;

Five thousand dollars ($5,000.00) per month shall then be paid by Defendants to the Settlement Administrator for fifteen (15) consecutive months thereafter, by the fifteenth day of each month, at which time eighty-five thousand dollars ($85,000.00) shall be funded;

Two thousand five hundred dollars ($2,500.00) per month shall be paid thereafter by Defendants to the Settlement Administrator until the remaining forty-five thousand dollars ($45,000.00) of the Gross Settlement Amount has been fully funded (i.e., after eighteen (18) additional months)."

Under the terms of the Settlement, you are entitled to receive a settlement payment in the amount of <AMOUNT> after the Court approves the Settlement. Aggrieved Employees receive a pro rata portion based on their pay periods worked as a percentage of all the pay periods worked by all the Aggrieved Employees during the PAGA Period. Your percentage split of the penalties was calculated by taking the number of pay periods you worked during the PAGA Period and then dividing that by the aggregate number of pay periods all 33 Aggrieved Employees collectively worked.

The release provisions of the Settlement Agreement are as follows:

Once the settlement is fully funded, all Aggrieved Employees will release any and all PAGA Released Claims against the Defendants that arose during the PAGA Period. 'PAGA Released Claims' are defined as all claims for civil penalties under PAGA (Labor Code §§ 2698, et seq.) based upon the facts and theories alleged in the Complaint filed by Plaintiff in this Action during the PAGA Period.

B. <u>TO RECEIVE MONEY FROM THE SETTLEMENT YOU DO NOT NEED TO TAKE ANY ACTION</u>.

You do not need to take any further action to be eligible for a Settlement Payment. A Settlement Payment will be mailed to you after the Settlement goes into effect.

The release and discharge of the PAGA Released Claims is not contingent upon Aggrieved Employees negotiating the settlement checks. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees' rights to pursue PAGA Released Claims are extinguished by operation of law. Thus, even if you do not cash your check, you will be bound by the release.

All payments made under this Settlement will be treated and reported on an IRS 1099 basis in which the Individual PAGA Payments will be fully attributed as penalties and interest and paid via IRS Form 1099 issued to each Aggrieved Employee.

GETTING MORE INFORMATION

C. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys for Plaintiff & the Aggrieved Employees are:
Pimentel Law, P.C.
Gabriel J. Pimentel, Esq.
Michael D. Pimentel, Esq.
30 North Raymond Ave, Suite 211
Pasadena, California 91103
Phone: (626) 765-6505

Attorneys for Defendants are:

Law Offices of Thomas F. Nowland
Thomas F. Nowland, Esq.
Daniel A. Brodnax, Esq.
Kevin H. Ngai, Esq.
20241 SW Birch St., Suite 203
Newport Beach, CA 92660
Phone: (949) 221-0005

D. SETTLEMENT ADMINISTRATION

Settlement Administrator:
Phoenix Class Action Administration Solutions
Jodey Lawrence
Phone: (800) 523-5773
Email: Jodey@phoenixclassaction.com

E. HOW CAN I GET MORE INFORMATION?

If you need more information or have questions, you may:

- Contact the Settlement Administrator (see contact information listed above).
- Access the Court's electronic case file with the following steps: (i) Go to Case Access | Superior Court of California | County of Orange (occourts.org) (ii) Click on the "Civil Case and Document Access" option; (iii) type "30-2021-01207960-CU-OE-CXC" in the "Case Number" field and (iv) once on the case page, you can view the schedule of upcoming hearings and other information about the case. **PLEASE DO NOT CONTACT THE COURT ABOUT THIS NOTICE.**
- Access the Settlement Administrator's website for this case: Rychlik-v-Day&NiteDoors.phoenixcases.com. Key case documents (including the Order and Judgment) will be posted on the website, and Judgment will be posted on the website for at least 180 days.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 30 N. Raymond Avenue, Suite 211, Pasadena, CA 91103.

On March 26, 2026, I served the foregoing document described as **SUPPLEMENTAL BRIEFING IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR APPROVAL OF PAGA SETTLEMENT; DECLARATION OF MICHAEL D. PIMENTEL IN SUPPORT OF MOTION FOR APPROVAL OF PAGA SETTLEMENT; [PROPOSED] ORDER & JUDGMENT GRANTING APPROVAL OF PAGA SETTLEMENT; REVISED NOTICE OF ESTIMATED INDIVIDUAL PAGA SETTLEMENT PAYMENT; DECLARATION OF JODEY LAWRENCE** on the interested parties in this action as follows:

☐ By placing true copies enclosed in a sealed envelope addressed to each addressee as follows:

☒ Electronically from my email address, MDP@PimentelLaw.com on the persons identified below at the following electronic service address: dbrodnax@nowlandlaw.com; khngai@nowlandlaw.com; caston@nowlandlaw.com; jedigges@nowlandlaw.com; jqtrinh@nowlandlaw.com; wjnorton@nowlandlaw.com; pagainfo@dir.ca.gov;

Law Office of Thomas F. Nowland Daniel A. Brodnax, Esq. Kevin H. Ngai, Esq. 20241 SW Birch Street, Ste. 203 Newport Beach, CA 92660	*Counsel for Defendants Day & Nite Doors, Inc., Nicholas Alexander Christy, and Melanie Ann Christy*

☐ BY MAIL:

☐ I deposited each envelope in the mail at Pasadena, California, with postage thereon fully prepaid.

☐ I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or regularly utilized drop box of the overnight delivery carrier.

☒ STATE I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Michael D. Pimentel

Executed on March 26, 2026 at Pasadena, California