

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Efren Carlos Sanchez, May Quach, and Jesse Coria
2. Title of the proposed order:
[Proposed] Order Granting Preliminary Approval of Class Action and PAGA Settlement
3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Hearing on Motion for Preliminary Approval of Class Action Settlement
 - b. Date and time: 04/23/2026 at 8:30 am
 - c. Place: Superior Court of California County of Riverside
4050 Main Street
Riverside, CA 92501
Riverside Historic Courthouse
4. The proposed order was served on the other parties in the case.


(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME: Efren Carlos Sanchez, et al. v. Environmental Assessment Services & Education of California, et al.	CASE NUMBER: CVRI2201822
---	-----------------------------

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

1055 E Colorado Blvd, Fifth Floor, Pasadena, CA 91106

b. My electronic service address is (*specify*): jessica@dombrauchwerger.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

see PROOF OF SERVICE RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

b. To (*electronic service address of person served*): see PROOF OF SERVICE RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

c. On (*date*): April 1, 2026

☒ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

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

Date: April 1, 2026

Jessica Delgado

(TYPE OR PRINT NAME OF DECLARANT)



Jessica Delgado
(SIGNATURE OF DECLARANT)

1 ZACK I. DOMB, SBN 265185
E-Mail zack@dombrauchwerger.com
2 DEVIN RAUCHWERGER, SBN 274234
E-Mail devin@dombrauchwerger.com
3 **DOMB & RAUCHWERGER LLP**
1055 East Colorado Blvd., Fifth Floor
4 Pasadena, California 91106
Telephone: (213) 537-9225
5

6 Attorneys for Plaintiffs
Efren Sanchez, May Quach, Jesse Coria, and the Proposed Class
7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 EFREN CARLOS SANCHEZ, individually
and on behalf of others similarly situated;
11 MAY QUACH, individually and on behalf
of others similarly situated, and on behalf of
12 other aggrieved employees pursuant to the
Private Attorneys General Act; and JESSE
13 CORIA, individually and on behalf of others
similarly situated and as an aggrieved
14 employee and Private Attorney General;
15

16 Plaintiffs,
17 vs.

18 ENVIRONMENTAL ASSESSMENT
SERVICES & EDUCATION OF
19 CALIFORNIA, a California corporation;
TODD ALLRED, an individual; JENNIFER
20 ALLRED, an individual; SOUTHERN
CALIFORNIA EDISON COMPANY, a
21 California Corporation; SOUTHERN
CALIFORNIA GAS COMPANY, a
22 California Corporation; and DOES 1
through 50, inclusive,
23

24 Defendants.
25
26
27
28

Case No.: CVRI2201822

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

Hearing Information:

Date: April 23, 2026
Time: 8:30 AM
Dept.: 1
Judge: Hon. Harold W. Hopp

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE THAT** on April 23, 2026, at 8:30 AM, the Motion for Preliminary
3 Approval of Class Action and PAGA Settlement filed by Plaintiff Efren Sanchez (“Plaintiff
4 Sanchez”), Plaintiff May Quach (“Plaintiff Quach”), and Plaintiff Jesse Coria (“Plaintiff Coria”)
5 (collectively “Plaintiffs”), on behalf of themselves and a Settlement Class, and not opposed by
6 Defendants Environmental Assessment Services & Education of California (“EASE”), Southern
7 California Edison Company (“SCEC”), Southern California Gas Company (“SCGC”), Jennifer
8 Allred (“Ms. Allred”), and Todd Allred (“Mr. Allred”) (collectively “Defendants”), came on for
9 hearing in Department 1 of the Riverside County Superior Court, located at Riverside Historic
10 Courthouse, 4050 Main Street, Riverside, CA 92501.

11 After full consideration of the evidence, the pleadings and papers filed by the parties in
12 connection therewith, arguments of counsel and all other matters presented to the Court, and good
13 cause having been shown, IT IS HEREBY ORDERED that Plaintiffs’ Motion for Preliminary
14 Approval of Class Action and PAGA Settlement is GRANTED based on the conditions below.

15 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

16 1. This Order incorporates by reference the definitions in the Joint stipulation of
17 Class and Representative Action Settlement and Release (“Agreement” or “Settlement
18 Agreement”), and all terms defined therein shall have the same meaning in this Order as set forth
19 in the Settlement Agreement.

20 2. The Court recognizes that the parties stipulate and agree to certification of a class
21 for settlement purposes only. For settlement purposes only, the Court conditionally certifies a
22 settlement class (the “Class”, “Class Members” or “Participating Class Members”) of all persons
23 employed by EASE as an Assessor, Home Energy Specialist, Community Outreach Specialist,
24 and Weatherization Technician, in California, from May 6, 2018 to December 28, 2022. Class
25 Member(s) includes individuals who meet the requirements above but who signed individual
26 settlement/severance agreements after May 6, 2022, without first communicating with Plaintiffs
27 counsel, as Plaintiffs allege those individuals did not receive all pertinent information which they
28 should have been provided in order to knowingly enter into a Pick-Up-Stix settlement agreement.

(SA § 5.) Class Members who do not submit a timely and valid Requests for Exclusion from the Class Settlement are referred to as the “Participating Class Members.” (SA § 23.)

3. The Court finds, for settlement purposes only, the requirements of California Code of Civil Procedure section 382 are satisfied. The term “Participating Class Member” means a Class Member who has not requested exclusion from the Settlement.

4. Plaintiffs are hereby appointed and designated, for all purposes, as the representatives of the class, and the following attorneys are hereby appointed and designated as counsel for Plaintiffs and the Class (“Class Counsel”):

Zack I. Domb
Devin Rauchwerger
DOMB & RAUCHWERGER LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106
Telephone: (213) 537-9225
Email: zack@dombrauchwerger.com
Email: devin@dombrauchwerger.com

Class Counsel is authorized to act on behalf of Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement. Any Class Member may enter an appearance through counsel of such Class Member’s own choosing and at such Class Member’s own expense. Any Class Member who does not enter an appearance or appear on his or her own will be represented by Class Counsel.

5. The Court hereby approves on a preliminary basis the Settlement Agreement as appearing on its face to be fair, reasonable, and adequate and to have been the product of serious, informed, and extensive negotiations among Plaintiffs, Defendants, and their respective counsel.

6. A final approval hearing shall be held before this Court on _____, at ____ in Department 1 of the Riverside County Superior Court, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, adequate and reasonable and

1 should be finally approved by the Court; whether a Judgment, as provided in the Settlement,
2 should be entered herein; whether the plan of allocation contained in the Settlement Agreement
3 should be approved as fair, adequate and reasonable to the Class Members; and to finally approve
4 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA
5 Settlement Amount, and the Settlement Administration Costs. The Final Approval hearing may
6 be continued without further notice.

7 7. The Parties shall file a Motion for Final Approval on or before sixteen (16) court
8 days prior to the hearing.

9 8. The Court hereby appoints Phoenix Class Action Administration Solutions as
10 Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be
11 mailed to Class Members the Notice by first class mail within ten (10) calendar days after the
12 receipt of the Class List from Defendants using the procedures set forth in the Settlement
13 Agreement. Class Members who do not opt out of the settlement will become Settlement Class
14 Members and will automatically receive their Individual Settlement Payment.

15 9. The Court hereby approves, as to form and content, the Notice of Class Action and
16 PAGA Settlement and Hearing Date for Final Court Approval ("Class Notice"), Objection Form,
17 and Exclusion Form, attached hereto as "**EXHIBIT A**," "**EXHIBIT B**," "**EXHIBIT C**,"
18 respectively (together, "Notice Packet"). The Court finds that the distribution of the Notice of
19 Class Action Settlement in substantially the manner and form set forth in the Settlement
20 Agreement and this Order meets the requirements of due process, is the best notice practicable
21 under the circumstances, and shall constitute due and sufficient notice to all persons entitled
22 thereto. Any exclusion or objection forms submitted by a class member shall be submitted to the
23 Settlement Administrator and will not be submitted to the Court. The Settlement Administrator
24 will file a declaration with the Motion for Final Approval that will authenticate a copy of every
25 exclusion or objection form received by the Settlement Administrator. The Settlement
26 Administrator will redact the last four digits of any Social Security Numbers on any forms that
27 are to be filed with the Court. The Settlement Administrator will give notice to any objecting
28 party of any continuance of the hearing on the Motion for final Approval.

1 10. The Court reserves the right to adjourn or continue the date of the final approval
2 and all dates provided for in the Settlement Agreement without further notice and retains
3 jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5 IT IS SO ORDERED.

6
7 Dated: _____

8 HON. HAROLD W. HOPP
9 JUDGE OF THE SUPERIOR COURT
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Efren Sanchez, et al. v. Environmental Assessment Services & Education of California, et al.
Riverside County Superior Court Case No. CVRI2201822

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive payment from an employee class action lawsuit (“Action”) concerning your current or former employment with Defendant Environmental Assessment Services & Education of California (“EASE”). The Action was filed by Plaintiffs Efren Sanchez, Jesse Coria and May Quach (“Plaintiffs”) against EASE as well as Defendants Todd Allred (“Mr. Allred”), Jennifer Allred (“Ms. Allred”), Southern California Edison Company (“SCEC”), and Southern California Gas Company (“SCGC”) (collectively “Defendants”). The Action seeks alleged damages, penalties, and other relief for a class of employees who were employed by EASE as either an Assessor, Home Energy Specialist, Community Outreach Specialist, or Weatherization Technician, and who worked in California from May 6, 2018 through December 28, 2022 (“Class Members”). Class Members include individuals who signed individual settlement/severance agreements with EASE after May 6, 2022, provided the Class Member did not speak with Class Counsel Domb & Rauchwerger before signing the individual settlement/severance agreement.

The Action also seeks penalties under the California Private Attorneys General Act (“PAGA”) for all employees who meet the definition of Class Members above, but who worked in California from July 5, 2021 through December 28, 2022 (“PAGA Settlement Members”).

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Settlement Payments, and (2) a PAGA Settlement requiring Defendants to fund PAGA Payments and to pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on EASE’s records, and the Parties’ current assumptions, **your Individual Settlement Payment is estimated to be \$___ and your Individual PAGA Payment is estimated to be \$___**. The actual amount you receive may differ from these estimates. If no amount is listed for the PAGA Payment, it means that you did not work any pay periods during the PAGA period of July 5, 2021 through December 28, 2022.

The above estimates are based on records showing that **you drove _____Miles** during the Class Period and **you worked _____ Pay periods** during the PAGA Settlement Period. If you believe that you drove more Miles during the Class Period or worked more Pay periods during the PAGA Settlement Period, you can submit a challenge by the deadline date. See [Section 4](#) of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and

Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Settlement Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and/or an Individual PAGA Payment. In exchange, as a Participating Class Member, you will give up your right to assert Class Period wage claims against Defendants that are covered by this Settlement.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion Form or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Settlement Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Settlement Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Settlement Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all PAGA Settlement Members.
Participating Class Members Can Object to the Class Settlement but	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will

not the PAGA Settlement Written Objections Must be Submitted by _____	include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____ at _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person or remotely as may be permitted by the Court's telephonic or virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Miles or Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Settlement Payment and PAGA Payment (if any) depends on how many miles you drove during the Class Period and the number of pay periods you worked during the PAGA Settlement Period, respectively. The number of miles you drove during the Class Period and the number of pay periods you worked during the PAGA Settlement Period, according to Defendants' records, are stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of EASE. The Action alleges that EASE and the other Defendants violated California labor laws by failing to reimburse employees for all reasonable and necessary business expenses, including mileage reimbursement for employees' use of their personal vehicles for work-related purposes. The Action also alleges that employees were misclassified as outside salespersons when they should have been classified as non-exempt employees, and are therefore entitled to additional pay in the form of minimum wages, overtime wages, premiums for missed meal breaks, and premiums for missed rest breaks. The Action also alleges that because of the above referenced violations, EASE and the other Defendants are responsible for penalties from failing to timely pay wages during employment and upon termination, providing non-compliant wage statements, and engaging in unfair business practices. Based on the same claims, Plaintiffs Coria and Quach also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented in the Action by the following attorneys:

Domb & Rauchwerger LLP
1055 East Colorado Blvd., Fifth Floor
Pasadena, California 91106

(“Class Counsel.”)

Defendants strongly deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Plaintiffs or Defendants are correct on the merits. After several years of litigation, Plaintiffs and Defendants have negotiated a settlement to resolve the claims rather than continuing the expensive, uncertain, and time-consuming process of litigation. As part of the settlement, the Parties are asking the Court to enter a judgment, ending the Action and enforcing the Agreement. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Settlement Members. The Court preliminarily approved the proposed Settlement, meaning that the court has determined only that there is sufficient information to suggest that the settlement may be fair, reasonable and adequate, but will make a final determination at the hearing on final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendants Will Pay \$300,000.00 as the Gross Settlement Amount (Gross Settlement), less Settlement Offset Payments for amounts that EASE has already paid out to employees through the individual settlement/severance agreements, in the amount of \$45,900. Defendants have agreed to deposit the outstanding \$254,100 (which represents the Gross Settlement Amount minus the Settlement Offset Payments), into an account controlled by the Administrator. The Administrator will use this amount to pay the Individual Settlement Payments, Individual PAGA Payments, Class Representative Enhancement Payments, Class Counsel’s attorney’s fees and costs, Settlement Administration Costs, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).
2. Funding of the Gross Settlement Amount. EASE will fund the Gross Settlement as follows: EASE will deposit \$6,000 on the first of the month after the Court grants preliminary approval of the Settlement. After the initial payment, the next eleven installments of \$6,000 will be due by the 15th of each month. After the first twelve installment payments, the installment payments will increase to \$14,000 per month until the full Gross Settlement Amount (minus the Settlement Offset Payments) has been deposited into the Qualified Settlement Fund.
3. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$120,000.00 (40% of the Gross Settlement) to Class Counsel for attorneys’ fees

and up to \$14,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

- B. Up to \$7,500.00 to Plaintiff Sanchez and up to \$5,000.00 for Plaintiffs Jesse Coria and May Quach, as Class Representative Enhancement Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Enhancement Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Settlement Payment and any Individual PAGA Payment.
- C. Up to \$7,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$25,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Settlement Members based on their PAGA Settlement Period pay periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- 4. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement by making Individual Settlement Payments to Participating Class Members based on their miles driven during the Class Period. Within twenty (20) calendar days after the full funding of the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments and Individual PAGA Payments.
- 5. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 100% of each Individual Settlement Payment as non-wages given the nature of the case as deriving from the miles Class Members drove using their personal vehicles, as well as penalties that derive from the failure to reimburse business expenses. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes as well. The Administrator will report the Individual PAGA Payments and the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- 6. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Settlement Payments/Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the Settlement Administrator will transfer the uncashed checks to the California Controller's Unclaimed Property Fund in your name thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void, and Defendants will not pay any money and Class Members will not release any claims against Defendants.
8. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”), to send this Notice, make payments, and process Class Members’ Requests for Exclusion or Objections. The Administrator will also decide on Class Member Challenges over miles and pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in [Section 9](#) of this Notice.
9. Participating Class Members’ Release. After Defendants have fully funded the Gross Settlement Amount, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. Specifically, the Participating Class Members will be bound by the following release:

Any and all claims and remedies asserted or that could have been asserted in the Action arising out of the factual allegations in the Action, including but not limited to, statutory, constitutional, tort, common law, and/or contract claims and associated relief related to alleged failure to pay wages for off-the-clock work, failure to pay split shift pay and/or reporting time pay and/or shift differentials, failure to properly calculate the regular rate of pay and/or to pay overtime for overtime hours worked, failure to pay meal and/or rest break premium pay, failure to timely pay all wages owed (including but not limited to accrued vacation wages) on termination of employment, failure to reimburse business expenses (including but not limited to expenses for alleged uniforms and/or equipment purchases and/or maintenance, personal device usage, and personal vehicle usage), failure to provide meal and/or rest breaks, improper uniform deposit/deductions/reimbursement practices, failure to provide accurate itemized wage statements, failure to keep accurate records of hours worked, failure to provide a day of rest, and failure to timely pay all wages owed during employment. This release includes all such claims arising under Labor Code §§ 200-204, 210, 212, 215, 216, 218, 218.5, 218.6, 219, 221, 222, 223, 225, 225.5, 226, 226.2, 226.3, 226.6, 226.7, 227.3, 256, 354, 400-410, 452, 510, 511, 512, 551, 552, 553, 558, 558.1, 1174, 1174.5, 1175, 1182.11, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 1199.5, 2800 and 2802, Business & Professions Code §§ 17200 *et seq.*, California Code of Regulations Title 8, § 11000 *et seq.*, 29 U.S.C. § 211(c), and all other state and local wage/hour and wage payment laws, including wage orders, and common law theories against Released Parties.

10. **PAGA Release.** After Defendants have fully funded the Gross Settlement Amount, Plaintiffs Coria and Quach, as agents and proxies of the LWDA, and the State of California, release the following claims:

All claims for civil penalties under PAGA, based on or arising out of alleged violations of the Labor Code sections alleged in the Complaint, or which could have been alleged under the same or similar facts pled in Plaintiff's Complaint, including but not limited to claims under Labor Code §§, 201, 202, 203, 204, 205, 226, 226.7, 510, 512, 516, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2804, 2698, 2699.3; and all claims both potential and actual, that were or may have been raised based on the facts pled in the Action or PAGA Letters for minimum wage violations, overtime wage violations, meal period violations, rest period violations, failure to reimburse for necessary business expenses, wage statement violations and waiting time penalties.

11. The operative version of the Settlement Agreement "Joint Stipulation of Class and Representative Action Settlement and Release" was filed with the Court with the Declaration of Devin Rauchwerger in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement on April 1, 2026 as **Exhibit 1** and may be examined online on the Riverside County Superior Court's website, known as "eCourt Public Portal," at <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379> with case number CVRI2201822. You may also examine the records containing the Settlement Agreement by visiting the Riverside Historic Courthouse, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. **Individual Settlement Payments.** Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on the number of Miles a Class Member drove with his or her personal vehicle for work-related purposes during the Class Period, not including any Miles driven during the first drive of the day from the Class Member's home or the last drive of the day to the Class Member's home, so long as the first stop of the day and the last stop of the day was 30 miles or less from the Class Member's home. If the miles to or from the Class Member's home were more than 30 miles away, those miles over 30 will be included in the calculation and apportionment for the Individual Settlement Payments. Each Class Member's Individual Settlement Payment will be calculated as a percentage of his/her total miles driven in relation to all miles drive by Class Members during the Class Period.

Settlement Offset Payments. For any Class Members who previously received a settlement payment as a result of signing an individual settlement/severance agreement after May 6, 2022, the Settlement Administrator will subtract the amount the Class Member already received from the Class Member's Individual Settlement Payment. By way of example, if hypothetical Class Member John Doe is owed an Individual Settlement Payment of \$5,000 pursuant to the Class Settlement, but EASE already paid John Doe \$2,000 in exchange for

signing a settlement release that was executed after May 6, 2022, then the first page of John Doe's Notice Packet would state that his estimated Individual Settlement Payment is \$3,000 (the \$5,000 calculated payment - \$2,000 payment already received). However, under no circumstance will any Class Member be required to return any funds previously paid to him or her by EASE in the event Class Member's calculated Individual Settlement Payment is less than the amount the Class Member already received.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments from the PAGA Employee Amount (25% of the PAGA Amount, which is \$6,250.00) using the number of pay periods in the PAGA Period and dividing it by the number of pay periods that a PAGA Settlement Member worked during the PAGA Period.
3. Miles or Pay Period Challenges. The number of miles you drove during the Class Period and the number of Pay Periods you worked during the PAGA Settlement Period, as recorded in EASE's records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of miles or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. [Section 9](#) of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records demonstrating the number of miles you drove. The Administrator will accept EASE's calculation of miles and Pay Periods based on its records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Miles and Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Settlement Members. The single check will combine the Individual Settlement Payment and the Individual PAGA Payment.
- B. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Settlement Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. [Section 9](#) of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt-out. You may (but are not required to) use the Exclusion Form which is included with this Notice, which you will need to return to the Administrator. To the extent you decide not to use the provided Exclusion Form, your Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Be sure to personally sign your request, identify the Action as *Efren Sanchez, et al. v. Environmental Assessment Services & Education of California, et al.*, Riverside Superior Court Case No. CVRI2201822. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** [Section 9](#) of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) will still receive an Individual PAGA Payment to the extent they worked during the PAGA Settlement Period.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, the amount Class Counsel is requesting for attorneys' fees and litigation costs, and the amount Plaintiffs are requesting as Class Representative Enhancement Payments. Upon reasonable request, Class Counsel (whose contact information is in [Section 9](#) of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at [\(url\)](#) or the Court's website <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or for Attorneys' Fees, Costs and Class Representative Enhancement Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** You may (but are not required to) use the Objection Form included with this Class Notice. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Efren Sanchez, et al. v. Environmental Assessment Services & Education of California, et al.*, Riverside Superior Court Case No. CVRI2201822; and include your full name, your current address and phone number; state the specific reason(s) for the objection; identify or include any and all evidence and supporting papers (including, without limitation, all briefs, written evidence, and declarations) for the Court to consider; and sign and date the objection. [Section 9](#) of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing; you do not need to submit a written objection to object to the Settlement at the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See [Section 8](#) of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department 1 of the Riverside County Superior Court, Riverside Historic Courthouse, located at Riverside Historic Courthouse, 4050 Main Street, Riverside, CA 92501. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) the hearing. Check the Court's website for the most current information <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to Phoenix's website at [REDACTED] (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Riverside County Superior Court website by going to <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379> and entering the Case Number for the Action, Case Number CVRI2201822.

The pleadings and other records in this litigation may be examined online on the Riverside County Superior Court's website, known as "eCourt Public Portal," at <https://epublic-access.riverside.courts.ca.gov/public-portal/?q=user/login&destination=node/379>.

After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Zack I. Domb, Esq.

Devin E. Rauchwerger, Esq.

DOMB & RAUCHWERGER LLP

1055 East Colorado Blvd., Fifth Floor

Pasadena, California 91106

Telephone: (213) 537-9225

E-Mail zack@dombrauchwerger.com

E-Mail devin@dombrauchwerger.com

E-Mail team@dombrauchwerger.com

Defendants' Counsel:

Attorneys for EASE, Mr. Allred and Ms. Allred:

Sam Sherman, Esq.

Margarite Sullivan, Esq.

TENCER SHERMAN

12520 High Bluff Drive, Suite 230

San Diego, CA 92130

Email: sam@tencersherman.com

Email: margarite@tencersherman.com

Email: connie@tencersherman.com

Attorneys for SCGC.:

William Turner, Esq.

Asha Dhillon, Esq.

Sam Aref, Esq.

TURNER DHILLON LLP

707 Wilshire Blvd, Ste 3250

Los Angeles, CA 90017

Email: WTurner@TurnerDhillon.com

Email: adhillon@turnerdhillon.com

Email: saref@turnerdhillon.com

Email: mcarrillo@turnerdhillon.com

Attorneys for SCEC:

Robert S. Blumberg

Alexandra Bernstein

LITTLER MENDELSON, P.C.

2049 Century Park East, 5th Floor,

Los Angeles, CA 90067-3107

Email: RBlumberg@littler.com

Email: ABernstein@littler.com

Settlement Administrator:

P.O. Box 7208

Orange, California 92863

E-Mail: Notice@phoenixclassaction.com

Telephone: 800-523-5773

Fax Number: 949-209-2503

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT B

Superior Court of California, County of Riverside, Case No. CVRI2201822

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____ _ __) ____ _ __ _ __ _ __ _

Signature: _____

EXHIBIT C

Efren Sanchez, Jesse Coria, and May Quach et al. v. Environmental Assessment Services & Education of California, Todd Allred, Jennifer Allred, Southern California Edison Company, Southern California Gas Company, et al.

Superior Court of California, County of Riverside, Case No. CVRI2201822

EXCLUSION FORM

YOU MAY USE AND RETURN THIS FORM, BUT ONLY IF YOU WISH TO EXCLUDE YOURSELF FROM THE CLASS SETTLEMENT.

If you wish to exclude yourself from the Class Settlement, you must read and sign the following statement and return this form to the Settlement Administrator, by mail, postmarked on or before **[RESPONSE DEADLINE]**, at the following mailing address:

**[Phoenix Settlement Administrators]
[INSERT MAILING ADDRESS]**

If you do not wish to exclude yourself from the Class Settlement (and you wish to receive a payment from the Class Settlement), you should not return this form – you do not need to take any action.

I request to be excluded from the Class Action Settlement in the matter of *Efren Sanchez, Jesse Coria, and May Quach et al. v. Environmental Assessment Services & Education of California, Todd Allred, Jennifer Allred, Southern California Edison Company, Southern California Gas Company, et al.* in accordance with the provisions of the Court Approved Notice of Class Action and PAGA Settlement and Hearing Date for Final Court Approval. By excluding myself from the Class Action Settlement, I understand that I will not be bound by the settlement and release of the Class Released Claims, and that I will not receive an Individual Settlement Payment. I also understand that submission of a request for exclusion from the Class Action Settlement will not exclude me from the Private Attorney Generals Act (“PAGA”) portion of the Settlement and that if I am entitled to receive one, I will still receive an Individual PAGA Payment even if I request exclusion from the Class Action Settlement.

Date: _____

Full Name: _____

Address: _____

Telephone Number: (____) _____

Signature: _____