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Attorneys for Plaintiff NICHOLAS CANTALUPO, in a Representative capacity, and on behalf of other members of the general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

NICHOLAS CANTALUPO in a Representative capacity, and on behalf of other members of the general public similarly situated, Plaintiff, v. ROGUE VAN COMPANY, a California Corporation; and JAMES FILETA, an Individual; and DOES 1-10, inclusive Defendants	CASE NO. 25CU056967C **DECLARATION OF ERIC K. YAECKEL IN SUPPORT OF PLAINTIFFS' *UNOPPOSED* MOTION FOR PAGA SETTLEMENT APPROVAL** Date: October 1, 2026 Time: 9:30 a.m. Judge: Hon. Gregory W. Pollack Dept: C71

I, Eric K. Yaeckel, declare:

1. I am an attorney licensed to practice law before all the courts of the State of California, and am employed with the law firm of SULLIVAN & YAECKEL LAW GROUP, APC, attorneys of record for Plaintiff NICHOLAS CANTALUPO in a Representative capacity, and on behalf of other members of the general public similarly situated in this matter.

2. I make this declaration in support of Plaintiff's Unopposed Motion for PAGA Settlement Approval. I am personally familiar with the facts set forth in this declaration and, if called to testify, could and would do so.

Background, Investigation and Settlement Terms

3. As this is a "PAGA" action only, the Limitations Period begins on August 18, 2024 through February 11, 2026

4. Following the exchange of discovery, analysis of numerous sets of time and wage data, a full day mediation before Anthony Pantoni, and extensive "arms length" negotiations, on February 11, 2026, the Parties reached a proposed settlement that includes a payment of penalties to the LWDA. Attached hereto as **Exhibit 1** is a true and correct copy of the Settlement Agreement.

5. Defendants have confirmed that as of the date of this settlement, there are **44** PAGA group members and **556** pay periods at issue. These numbers were updaated by Defendant just prior to filing the motion, which is why the numbers in the written settlement Agreement are slightly different. After deduction of all "contingent costs" set forth below, each PAGA member will receive an average payment of $150.79. After deduction of all "contingent costs" set forth below, each PAGA member will receive an average payment of **$133.65**.

6. This equates to a payment of **$10.58** per pay period to the aggrieved employees. The highest recovery is an employee who worked 40 pay periods (**$423.20**), and the lowest recovery is an employee who worked one pay period (**$10.58**).

7. The Total Value of the proposed Settlement is **$30,000.00** which is broken down as follows:

   * **$11,000.00** PAGA Counsel Expenses Payment
   * **$2,198.22** Settlement Administrator Fees
   * Sub-Total of **$16,801.78**.65% (**$10,921.16**) shall be assigned/paid to the LWDA

as penalties.

* The remaining 35% (**$5,880.62**) in cash will be disbursed among all employees based on work weeks employed during the PAGA period.

8. There are no restrictions for any of the employees to file individual actions, as the settlement agreement only covers PAGA claims.

<u>Experience of Counsel</u>

9. The Lead Trial Counsel, Mr. William Sullivan, has been a California-licensed attorney for 30 years. He has approximately 29 years of experience in "class action" litigation, both as plaintiff and defense counsel. Mr. Sullivan has acted as Trial Counsel (for Plaintiff) in multiple "Wage and Hour" Class/Representative actions, including the (San Diego Superior Court) Trial which is the subject of the Published decision entitled *Carrington v. Starbucks* (2018*)* 30 Cal.App.5th 504. Mr. Sullivan (who is currently and <u>temporarily</u> unavailable, due to a medical issue), estimates that, throughout the course of his 30-year career, he has acted as Lead Plaintiff's counsel on "Wage and Hour" Class/Representative actions that have collected more than $300 million for employees and/or the State of California, either through judgment following trial, or via negotiated settlement.

10. I have over 14 years of experience as a licensed California attorney who is primarily engaged in prosecuting class and representative actions. I have spent my entire practice engaged in prosecuting class and representative actions. I became a partner in 2020.

11. Plaintiff's counsel, Cody D. Archer, has approximately 1 year of experience prosecuting class and representative action claims under the California Labor Code.

12. Our office are the attorneys of record in a matter recently (and favorably) decided before the California Supreme Court titled *Donohue v. AMN Services, LLC,* 11 Cal.5th 58 (2021). The *Donohue* matter is a certified class and PAGA action.

13. Our office is lead counsel on at least 40 employment "wage and hour" claims with class action, or representative action, allegations. These cases are set within the California Superior Court and Federal District Courts in California. Our office is currently lead counsel on claims that have been certified by both Court Order and by stipulation of the parties. In the last three

years, Sullivan & Yaeckel Law Group has settled at least 15 employment "wage and hour" claims on behalf of a Certified Class.

14. In the last seven years, Sullivan & Yaeckel Law Group has successfully tried three "Wage and Hour" Representative (PAGA) cases.

15. Our firm has the requisite experience knowledge of California law and the Federal Rules of Civil Procedure required to act on behalf of the Class. I consider the Settlement Agreement in this matter to represent a fair, adequate and reasonable settlement that is well within the accepted range of recoveries for similar wage and hour class actions. I also believe the Agreement is in the best interests of the Settlement Class Members. I am also aware that Defendants' counsel (both the firm, and individual attorneys working on this case) have extensive experience defending similar wage and hour class actions.

16. Based on the above experience, it is this firm's opinion that this settlement represents a fair and adequate payment to the LWDA and aggrieved employees.

<u>Additional Factors Relevant to PAGA Approval</u>

17. Plaintiff alleges that they - and other employees - received "short," "late," or "missing" Meal Periods, including those documented within Defendant's Time Records. Plaintiff also challenged whether Defendants maintained lawful meal and rest periods. Plaintiff alleged they- and other employees -were not properly compensated due to Defendants' failure to maintain accurate time records. Finally, Plaintiff also challenged whether Defendants maintained lawful meal and rest period policies.

18. The catalyst of this litigation concerned allegations that the aggrieved employees were denied legally compliant meal and rest periods, and were not paid for all hours worked. Investigations (including expert analysis) completed by Plaintiff's counsel revealed that Defendants' timekeeping policies and employee records were not in compliance with California law. However, these investigations also revealed that the "rate of violation" by Defendants were significantly less than 100%. On many of those occasions, it appears that Defendants did, in fact, comply with the law.

19. Prior to settlement, Plaintiff and counsel conducted a thorough expert analysis of the

documents and data produced by Defendants. This included an analysis of all relevant written policies and ***all*** time and wage records and phone records, computer log records and emails for other putative aggrieved employees. Given the expert report Plaintiff's Counsel were able to realistically assess the value of Plaintiff's claims, and intelligently engage Defense Counsel in settlement discussions that culminated in the proposed settlement now before the Court. Plaintiff's expert calculated the estimated best case recovery of liability as being approximately **$90.000.00-$150,000.**

20. However, as is set forth more fully below, all counsel are aware "maximum" awards in PAGA only cases are exceedingly rare. Moreover, most trial Courts (including <u>this</u> Trial Court, in the *Carrington* matter) decline to "stack" PAGA penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate at least four Labor Code provisions that allow for separate penalties pursuant to PAGA.

<u>Meal and Rest Period Allegations</u>

21. Plaintiff was able to identify hundreds of examples of "missing" or "late" Meal Periods without the provision of a Meal Period Penalty Payment. However, Defendants argue that these records do not conclusively show whether (1) Defendants actually failed to provide the Meal Period, (2) there was a voluntary waiver, (3) employees forgot to clock out, or (4) employees voluntarily chose to skip or take them late even though they were provided. Additionally, Defendant argued that RVC argued it had a practice where all hourly employees working in the shop would break for lunch at the same time (11:00 a.m. after beginning work at 7:00 a.m.) So RVR argued there was evidence of a standard practice of all hourly employees breaking for a meal period at the same time each day.

22. Plaintiff also alleges Defendants' written policies were illegal, and improperly restricted class members from leaving the premises during their Rest Periods. Defendants argued that witness testimony would demonstrate that - in practice - Defendants did not restrict its employees from "leave the premises" during Rest Periods. The rest period claims would have been harder to prove on a representative basis given that rest breaks were not recorded on the time records.

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Minimum Wage and Overtime Violations

23. Plaintiff alleges that Defendants failed to pay minimum wages to employees for all time spent under Defendants' control. This allegation is based on the following alleged facts: Defendants failed to maintain accurate Time Records to the detriment of the employees. More specifically, although Defendants would receive "to-the-minute" start and end times, Defendants would thereafter alter - deduct time from - the Time Record, prior to payment of compensation to the employees. Plaintiff alleges that Defendants failed to pay Plaintiff and all other Aggrieved Employees all compensation, including overtime compensation, due in violation of, among other statutes, Labor Code section 510. These violations occurred due to Defendants' illegal policies, referenced above, whereby employees experienced monetary under-compensation. The systematic failure to provide proper overtime compensation is a violation of California law. Additionally, Defendants also failed to provide the actual Overtime Rate of Pay by ignoring certain compensation when calculating the Regular Rate of Pay including, but not limited to, various forms of bonus and/or incentive pay, and the value of employee benefits and employee discounts, in violation of Labor Code section 510.

24. The remaining claims are largely derivative, in that Wage Statement and Labor Code § 203 penalties would only be permissible if the above claims are proven. Plaintiff had also alleged violations for failure to reimburse business expenses pursuant to Labor Code § 2802. However, it appeared Defendants have compliant reimbursement policies and any un-reimbursed expenses would have been very minimal.

25. Plaintiff's counsel is aware of the Court's discretion to mitigate penalties pursuant to California Labor Code section 2699(e)(2). To confirm, Plaintiff's counsel experienced the mitigation of "PAGA" penalties in *Carrington v. Starbucks Corp.* (2018) 30 Cal.App.5th 504. In *Carrington*, Judge Bacal significantly mitigated PAGA penalties ($5 per violation), due to the efforts made by the employer to comply with the law. Moreover, most trial Courts, including *this* Trial Court, in the *Carrington* matter, have declined to "stack" PAGA penalties. "Stacking" refers to imposing multiple penalties for one alleged "harm." *E.g.* one single late meal period could arguably violate at least four Labor Code provisions that allow for a penalty

pursuant to PAGA.

26. Plaintiff's counsel agrees that penalties *should* be mitigated where violations are minimal (or rare), or where the employer makes significant efforts to comply with the Labor Code.

27. Here, on the above, (including expert analysis completed by Plaintiff's counsel) it was determined that Defendant's timekeeping policies and employee records were not in compliance with California law. However, these investigations also revealed that the "rate of violation" by Defendants was significantly less than 100%. On many of those occasions, it appears that Defendants did, in fact, comply with the law.

28. Moreover, it was important to note that in this case, Defendant was able to present evidence that RVC performed a "PAGA Audit" under Labor Code Section 2699(h)(1) within 60 days of receiving the LWDA notice letter, which included: (1) an audit of the alleged violations, (2) dissemination of new wage and hour policies in a new employee handbook; and (3) manager training. If this was proven up at trial this PAGA Audit would have effectively reduced PAGA Penalties to not more than 30% of the penalties sought per the statute which factored in heavily during settlement negotiations. See Labor Code Section 2699(h)(1).

29. Based on all factors in this case and the experience of counsel it is the opinion of Plaintiff's counsel that the settlement fair, adequate, and reasonable. Specifically, Plaintiff's counsel's understanding is that Defendants have agreed to review its policies and practices, and amend them to the extent they do not comply with California law.

30. Plaintiff has uploaded this entire motion to the LWDA, concurrent with the filing. (See the concurrently submitted Proof of Service on the LWDA.) To date, Plaintiff has not received a response from the LWDA regarding the proposed settlement. If the LWDA contacts Plaintiff's counsel at any time prior to the hearing, Plaintiff's counsel will provide an updated declaration to the Court.

31. The parties proposed notice to accompany the settlement checks is attached as an Exhibit to the Settlement Agreement (**Exhibit 2**).

<u>Costs of Litigation</u>

32. The total costs expended by our office in this matter amount to approximately **$11,296.06**.

However, Plaintiff has agreed to cap that cost request at $11,000.00 pursuant to the parties agreement. A Cost Worksheet on behalf of Cantalupo was contemporaneously maintained and updated by my office. The costs include, filing and service fees (including the Complaint and all other pleadings, all e-file charges, LWDA filing fees and attorney messenger fees; Mediation Fees; Expert Fees, some transportation costs (driving to and from mediation), Legal Research and Postage and Copying Costs). All costs were necessary to the continued prosecution of this matter. Given that Defendants agree to not oppose up to $11,000.00 in costs, Plaintiff requests the Court grant the request of $11,000.00 in litigation costs.

Settlement Administration

33. The parties have agreed to engage CAC Services Group, LLC ("CAC") as the Settlement Administrator. CAC has agreed to carry out all Administration duties for an amount not to exceed $**2,198.22**.

34. CAC has extensive experience acting as a Settlement Administrator and is prepared to carry out all Settlement Administration duties consistent with the parties Agreement and the Final Order of this Court.

35. There is no request for a representative enhancement or attorneys fees. As part of the mediation, Plaintiff has separately settled his individual claims, including misclassification and retaliation, which are outside of the scope of this PAGA action, in exchange for a confidential release. In order to maximize the recover for the PAGA employees, Plaintiffs' counsel is not seeking any fees from the instant settlement.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 14th day of March, 2026 at San Diego, California.

Eric K. Yaeckel

ERIC K. YAECKEL

Exhibit 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

NICHOLAS CANTALUPO, in a Representative capacity only, and on behalf of other members of the general public similarly situated, Plaintiff, v. ROGUE VAN COMPANY, a California Corporation; and JAMES FILETA, an Individual; and DOES 1-10, inclusive, Defendant.	Case No 25CU056967C **PAGA SETTLEMENT AGREEMENT**

PAGA SETTLEMENT AGREEMENT

Subject to Court approval by the Superior Court of the State of California for the County of San Diego ("Court"), Plaintiff NICHOLAS CANTALUPO ("Plaintiff") individually and in his capacity as representative of the State of California on behalf of other aggrieved employees, and Defendant ROGUE VAN COMPANY and JAMES FILETA ("Defendants") (collectively hereinafter the "Parties") hereby agree to the following binding settlement ("Settlement" or "Settlement Agreement") of Plaintiff's claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA").

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. "Agreement" or "Settlement" or "Settlement Agreement" means this PAGA Settlement Agreement.

2. "Cantalupo Action" means *Cantalupo v. Rogue Van Company, et al.*, No. 25CU056967C (San Diego County Superior Court).

3. "Aggrieved Employees" means all persons who worked for Defendants as non-exempt, hourly employees in the State of California at any time during the Settlement Period.

4. "Court" means the Superior Court for the State of California, County of San Diego.

5. "Effective Date" means the date that the Court has (1) approved the PAGA settlement terms and (2) issues a Judgement in the action.

6. "Gross Settlement Amount" means the settlement amount of Thirty Thousand Dollars ($30,000.00) to be paid by Defendants in full satisfaction of all Settled Claims arising from the Action.

7. "LWDA" means the California Labor and Workforce Development Agency.

8. "PAGA Penalties Fund" means the Gross Settlement Amount less the Attorneys' Fees and Costs, Service Award, and Settlement Administrator Costs.

9. "Plaintiffs' Counsel" means Sullivan & Yaeckel Law Group, APC.

10. "Released Parties" means Defendants and its officers, directors, agents, employees and agents.

11. "Settled Claims" means all claims for PAGA civil penalties that were or could have been

sought by the Plaintiff and/or the LWDA for the violations identified in Plaintiff's pre-filing letters to the LWDA and the Complaint filed, including minimum wage and overtime violations, failure to provide compliant meal periods, failure to provide compliant rest periods, wage statement violations, failure to provide compliant expense reimbursement payments, and failure to provide all final compensation to former employees.

12. "Settlement Period" means the period from August 18, 2024 through February 11, 2026.

TERMS

13. Gross Settlement Amount. In consideration for Plaintiff's promises and representations described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met, Defendants will pay ThirtyThousand Dollars ($30,000.00) ("Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes Plaintiff's litigation costs and expenses, Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert to, Defendants.

14. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action with respect to Aggrieved Employees. Pursuant to PAGA, Sixty-Five Percent (65%) of the PAGA Penalties Fund will be paid to the LWDA, and the remaining Thirty-Five Percent (35%) will be paid to all Aggrieved Employees according to the following formula:

14(a) Defendants will calculate: (i) the total number of pay periods worked by each Aggrieved Employee during the Settlement Period, and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

14(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, Defendants will use the following formula: Settlement Payment = 35% of PAGA Penalties Fund × [Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period ÷ Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period].

14(c) Defendants estimate that Aggrieved Employees worked a combined total of approximately Five Hundred and Sixty-One (561) Pay Periods during the Settlement Period. If the actual number of Pay Periods worked by Aggrieved Employees during the Settlement Period is greater than Ten Percent (10%) of this estimate, then Defendants must either (a) increase the Gross Settlement Amount on a proportional basis above Ten Percent (10%) (for example, if there is an Eleven Percent (11%) increase in the number of Pay Periods worked during the Settlement Period, then Defendants would increase the Gross Settlement Amount by One Percent (1%) or (b) elect to cut off the Settlement Period as of the date the Pay Periods reach 10% above 561 Pay Periods.

15. Attorneys Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Costs in the amount of $11,000.00 for the reimbursement of all out-of-pocket costs and expenses associated with litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.).

16. To the Administrator. An Adminstrator Expenses Payment not to exceed $2,198.22 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $2,198.22, the Adminstrator will retain the remainder in the Net Settlement Amount.

17. If, for any reason, the Court does not approve of the Settlement, or if the Settlement does not become final for any reason, then this settlement agreement will be deemed withdrawn and the Complaint will again become the operative complaint without prejudice to Plaintiff's right to seek leave to file another amended complaint and without prejudice to Defendants' rights to object and/or challenge an amended pleading. Defendants do not imply or expressly waive any arguments or defenses.

18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the Court issue an order and judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement (the "Order and Judgment").

19. List of Aggrieved Employees. Within fourteen (14) calendar days after entry of the Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all Aggrieved Employees ("Aggrieved Employee List"). The Aggrieved Employee List will be formatted in Microsoft Office Excel and will include each Aggrieved Employees full name; most recent mailing address and telephone number, if available; Social Security number; the respective number of pay periods during which each Aggrieved Employee worked during the Settlement Period; and any other relevant information needed to calculate settlement payments.

20. Funding of the Settlement. Within seven (7) calendar days after entry of the Order and Judgment, Defendants will deposit the Gross Settlement Amount into the QSF to be established by the Settlement Administrator. Within fourteen (14) calendar days of the funding of the Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the Labor and Workforce Development Agency; (d) Plaintiff'sCounsel; and (e) itself. The Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments issued under this Settlement.

21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. 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 then perform a single re-mailing. Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be tendered to The Justice Gap Fund maintained by The State Bar of California. All settlement payments to Aggrieved Employees will be treated as miscellaneous income for which a 1099 will be issued.

22. Settled Claims. Upon entry of the Order and Judgment, Plaintiff and the LWDA will be forever barred from pursuing against Defendants and the Released Parties any and all Settled Claims

during the Settlement Period. Other than for themselves, Plaintiff does not release any Aggrieved Employee's claims for wages or damages.

23. No Right to Exclusion or Objections by Representative Action Members. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court, regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

26. Nullification of Settlement Agreement. In the event that: (a) the Court does not approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions.

27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'

settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

29. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties, and approved by the Court.

30. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

32. California Law Governs. All terms of this Settlement Agreement will be governed by and interpreted according to the laws of the State of California.

33. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., Docusign), facsimiles, and scanned copies of the signature pages, will be deemed to be one and the same instrument.

34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations by experienced counsel. 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.

35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that

Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement's terms.

36. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

37. Captions. The captions and section numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

39. Enforcement Action. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

41. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

43. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

44. Denial of Liability. The Parties expressly recognize that the making of this agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendants. Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments of the Court entered into in connection therewith.

READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: ____________________

____
Nicholas Cantalupo

DEFENDANTS

Dated: 3/30/2026

____
James Fileta
Rogue Van Company

APPROVED AS TO FORM

SULLIVAN & YAECKEL LAW GROUP, APC

Dated: 4/14/26

Eric Yaeckel

Eric Yaeckel
Attorneys for Plaintiff Nicholas Cantalupo

STRADLING YOCCA CARLSON & RAUTH LLP

Dated: 3/31/26

Shane P. Criqui
Connor L. Kridle
Attorneys for Defendants Rogue Van Company and James Fileta

In Witness whereof, the Parties have executed this Agreement:

EMPLOYEE

Date: 03 / 27 / 2026 ________________

Nicholas Cantalupo
____
Nicholas Cantalupo

EMPLOYER

Dated: _______________, 2025

____

By: James "Santiago" Fileta
Its: CEO

APPROVED AS TO FORM ONLY:

Date: ________________

SULLIVAN & YAECKEL LAW GROUP, PC

By: ______________________________
Eric Yaeckel
Attorneys for Nicholas Cantalupo

Date:

STRADLING YOCCA CARLSON & RAUTH, LLP

By: ______________________________
Shane P. Criqui
Attorneys for the Rogue Defendants

Exhibit 2

NOTICE OF PAGA SETTLEMENT

Nicholas Cantalupo v. Rogue Van Company, et al.

Superior Court of California, County of San Diego

Case No. 25CU056967C

CAC Services, LLC

«Barcode» «BarcodeString»
SIMID «SIMID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «State» «Zip»

You are receiving this notice as a result of a lawsuit brought on a representative basis under the Private Attorneys General Act, Labor Code § 2698 et seq. ("PAGA") ("the Action"). The plaintiff is Nicholas Cantalupo ("Plaintiff"), and the Defendants are Rogue Van Company and James Fileta ("Defendants"). The Action seeks civil penalties for purported violations of the California Labor Code on behalf of all individuals who worked for Defendants in California who were employed during the PAGA Period ("PAGA Group Employees"). The PAGA Period is August 19, 2024 through February 11, 2026.

It is important to note that Defendants deny all claims and allegations in the Action, deny that Defendants owe any penalties, and asserts that Defendants have fully complied with all applicable Labor Code provisions. Nevertheless, to avoid further costs and time in defending the Action, Defendants have settled the Action, and the Court has approved the settlement and release of the PAGA claims. All aggrieved employees are deemed to waive and release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Defendants from any and all claims for civil penalties pursuant to PAGA arising at any time during the PAGA period and alleged in the operative pleadings, and alleged in the LWDA notice. You will be bound by the release of PAGA claims even if you do not cash your settlement check.

The Settlement resolves all PAGA claims alleged in the Action, including but not limited to remedies available under Labor Code section 2699, for violations of the California Labor Code governing: meal and rest breaks, unpaid wages, minimum wage, overtime pay, wage statements, business expense reimbursement, and final pay. You will retain your right to bring claims against Defendants in your individual capacity.

By Order dated Date of Court Approval, the Superior Court approved the Settlement and the release of the Claims. According to the Defendants' records, you are a PAGA Group Employee and therefore entitled to a share of the settlement based upon the Court approved allocation.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences of your Individual PAGA Payment. Neither Plaintiff nor Defendants have made any representations or warranties regarding the taxation of your Individual PAGA Payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Court or Office of the Clerk to ask questions about the settlement or to ask questions about the claims process. If you have any questions, you may call or write to the Settlement Administrator using the contact information at the top of this correspondence.