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5 Attorneys for Plaintiffs Jennifer Russell and Samantha
6 Bacon and Proposed Class Counsel

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

8 **FOR THE COUNTY OF BUTTE**

9 JENNIFER RUSSELL AND SAMANTHA
10 BACON, on behalf of themselves and all
"aggrieved employees" pursuant to Labor
11 Code § 2698 *et seq.*,

12 Plaintiffs,

13 v.

14 TRC ENVIRONMENTAL
CORPORATION, a Connecticut
15 corporation, TRC FIELD SERVICES,
INC., a Delaware corporation, TRC
16 ENGINEERS, INC., a California
corporation, and DOES 1 through 10,
17 inclusive,

18 Defendants.

CASE NO: 23CV00826

*Assigned to the Hon. Tamara L. Mosbarger,
Dept. 1*

**DECLARATION OF DANIEL F. GAINES IN
SUPPORT OF UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: February 25, 2026
Time: 9:00 a.m.
Dept.: 1

Complaint Filed: April 3, 2023
FAC Filed: September 1, 2023

1 I, DANIEL F. GAINES, hereby declare and state as follows:

2 1. I am an attorney duly admitted to the practice of law in the State of California. I am
3 a shareholder of Gaines & Gaines, APLC, counsel for Plaintiffs Jennifer Russell and Samantha
4 Bacon (“Plaintiffs”) and proposed Class Counsel in this action. I have personal knowledge of the
5 facts set forth herein and if called as a witness to testify to them, I could and would do so
6 competently.

7 **Education and Experience:**

8 2. I obtained my BS degree from the University California at Berkeley in 2003. I
9 majored in Business Administration at the Haas School of Business.

10 3. Thereafter, I attended the University of Virginia School of Law. At Virginia, I was
11 a member of the editorial board of the Virginia Tax Review. I was also the recipient of the Lacy
12 Armour Scholarship, awarded to recognize academic excellence. At Virginia, I focused my
13 studies on tax and real estate. I earned my JD and became a member of the California Bar in 2007.

14 4. Until his retirement, I practiced law with my partner/father, Kenneth, at Gaines &
15 Gaines, APLC. My father practiced law in California for over 40 years, emphasizing litigation for
16 the vast majority of his career. Our current practice specializes in litigation, with an emphasis in
17 employment disputes like this one. Over 95% of our litigation practice is devoted to complex
18 employment litigation.

19 5. My firm has represented employees in complex employment matters such as this
20 one, with an emphasis in wage and hour issues. I have participated in and have been certified as
21 class counsel in dozens of class action matters since my admission to the Bar. A partial list of
22 some of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit**
23 **A.**

24 **Factual and Procedural Background:**

25 6. On or about March 31, 2023, Plaintiffs exhausted the pre-filing requirements of the
26 Labor Code Private Attorneys General Act of 2004 (“PAGA”). On June 16, 2023, Plaintiffs sent
27 a supplemental letter outlining their claims.
28

1 7. On April 3, 2023, Plaintiffs initiated their action in the Butte County Superior Court
2 by filing an Individual Complaint for damages. Thereafter, pursuant to a stipulation by the Parties,
3 on September 1, 2023, Plaintiffs filed their First Amended Individual, Class, and Representative
4 Action Complaint (the “Operative Complaint”), on behalf of themselves, the general public, and
5 all “aggrieved employees.”

6 8. The Operative Complaint asserts claims against Defendants for (1) Failure to Pay
7 All Minimum and Overtime Wages Due (Labor Code §§ 510, 1174, 1174.5, 1194, 1194.2, And
8 1198); (2) Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code § 226.7;
9 IWC Wage Order 4-2001); (3) Failure to Provide Meal Periods or Compensation In Lieu Thereof
10 (Labor Code §§ 226.7, 512, 1174, 1174.5, And 1198; IWC Wage Order 4-2001); (4) Failure to
11 Reimburse All Business-Related Expenses (Labor Code § 2802); (5) Knowing and Intentional
12 Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code § 226(a),
13 (e)); (6) Failure to Timely Pay Wages Due at Separation of Employment (Labor Code §§ 201-
14 203); (7) Violation of Business And Professions Code § 17200; and (8) Penalties Pursuant to Labor
15 Code § 2699(f) for Violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5,
16 1194, 1198, and 2802, and Pursuant to Labor Code § 2699(a) for Violations of Labor Code §§
17 226.3 and 558.

18 9. On January 12, 2026, former plaintiffs Andrew Hill, Matthew Ollis, Monique
19 Ramirez, and Chris Alves submitted their request for dismissal of their individual claims against
20 Defendants. These individuals worked for Defendant TRC Engineers, Inc. and are not
21 encompassed in the Settlement Class. These plaintiffs released the Defendants as part of their
22 dismissal of their individual claims. There was a related action, *Robert Estrada v. TRC Engineers,*
23 *Inc.*, Los Angeles County Superior Court, Case No. 21STCV37078 that released claims against
24 Defendant TRC Engineers, Inc. from the class period of October 7, 2017 – January 5, 2024. As of
25 the date of filing this Motion, the former plaintiffs’ request for dismissal is still pending with the
26 Court.

10. Defendants deny any liability or wrongdoing of any kind whatsoever in connection with the claims in the Action and further deny that, for any purpose other than settling this Action, this Action is appropriate for class action or representative treatment.

11. The Class Representatives contend that Defendants violated the California Labor Code and Industrial Welfare Commission Wage Order(s), and that this case is appropriate for class certification.

Investigation and Settlement Discussions

12. My office and I have conducted a thorough investigation into the facts and law during the prosecution of this class action case, including the exchange of extensive informal discovery, including but not limited to documents regarding Defendants' employment/workplace policies in place during the applicable period and a sample of records relating to wages paid to Defendants' non-exempt employees during the relevant time periods, and the review and verification of statistical data, financial data, and other facts and information provided by Defendants. My office and I have also investigated the applicable law as applied to the facts discovered regarding the alleged claims of Plaintiffs and potential defenses thereto, and the damages and other losses claimed by Plaintiffs.

13. On February 29, 2024, the Parties participated in an all-day mediation presided over by Steven G. Mehta, which did not resolve the Action. On May 15, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq. which led to this Agreement to settle the Action.

14. A true and correct copy of the Parties' Class Action and PAGA Settlement Agreement and Class Notice ("Settlement," "Settlement Agreement," or "Stipulation") is attached hereto as **Exhibit B**.

Class Counsel's Assessment of the Fairness of the Settlement and the Risks of Continued Litigation:

15. Based on my office's independent investigation and evaluation, I am of the opinion (and will so represent to the Court) that settlement for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the

1 Settlement Class in light of all known facts and circumstances, including the risk of significant
2 delay, the risk the Settlement Class will not be certified by the Court, and the defenses asserted by
3 Defendants.

4 16. The Parties agree that the Settlement Class described herein may be certified for
5 settlement purposes only and that any motion for approval seeking, *inter alia*, certification of the
6 Settlement Class is for purposes of the settlement only. If for any reason the Settlement is not
7 approved, the certification will have no force or effect and will immediately be revoked. The
8 Parties further agree that certification for purposes of the settlement is in no way an admission that
9 class certification is proper under the more stringent standard applied for litigation and that
10 evidence of this Settlement Agreement is for settlement purposes only and will not be admissible
11 for any purpose in this or any other proceeding.

12 17. My office created a comprehensive damage analysis using sampling information
13 obtained through informal discovery. The damage analysis reveals that the negotiated settlement
14 falls within a realistic range of recovery on Class Members' claims

15 18. Plaintiffs contend that Defendants failed to pay Class Members all minimum and
16 overtime wages earned, in violation of Labor Code §§ 510, 558, 1194, and 1194.2. Defendants
17 allegedly required Class Members to record that they worked ten hours a day, regardless of
18 whether they worked more than ten hours in a day, which they frequently did. Additionally,
19 Defendants did not require Class Members to clock in or out for their shifts or their meal periods.
20 Accordingly, Defendants failed to retain records in accordance with Labor Code §§ 1174, 1174.5,
21 and 1198. Plaintiffs contend that they were told by their supervisors to document that they worked
22 no more than ten hours, regardless of if they worked more. Plaintiffs attest that they regularly
23 worked 12–16-hour days. Plaintiffs' days would start at 7 am, and typically end around 10pm.
24 After returning home from the various jobsites, Plaintiffs were required to upload all the data and
25 documents that they collected throughout the day onto an app. This process typically took between
26 3-4 hours. Defendants would also call Plaintiffs after they returned home to discuss where they
27 would need to be the next day or other work-related matters. Defendants, in contrast, contend that
28 they paid Class Members for all hours worked, and they owe no double or overtime wages.

1 Plaintiffs calculated the value of this claim at \$3,612,847.50 with up to \$350,700 in PAGA civil
2 penalties.

3 19. Defendants allegedly failed to permit or authorize Class Members to take timely 30-
4 minute meal periods for shifts greater than 5 hours in length, in violation of Labor Code §§ 226.7,
5 512, and 558 and IWC Wage Order 4-2001. Labor Code § 512 provides that employers may not
6 employ employees for work periods of more than five (5) hours without providing a 30-minute
7 meal period starting no later than the end of the 5th hour. Class Members were routinely unable to
8 take a proper meal period when they worked shifts in excess of five (5) hours in duration and a
9 second meal period when they worked shifts in excess of ten (10) hours in duration. Defendants
10 also allegedly failed to maintain records indicating the start and end time of each meal period, if
11 one ever occurred, in violation of Labor Code §§ 1174, 1174.5, and 1198. Plaintiffs allege that
12 Defendants maintained unlawful and bare bones written meal and rest period policies issued in
13 2017 and 2021. The employee handbooks issued to Class Members allegedly did not include a
14 timing requirement for employees to take their first meal period. In addition, the meal period
15 policies also did not address that employees must take a second meal period when they work ten
16 or more hours in day. Plaintiffs contend that they never received an off-duty meal break.
17 Defendants had very high expectations for Plaintiffs regarding the amount of data they were
18 required to collect each day. Plaintiffs were only able to eat in their cars while driving to the next
19 worksite. Defendants, in contrast, contend that they maintained and implemented legally
20 compliant meal and rest period policies and procedures. Plaintiffs, assuming a 50% violation rate,
21 calculated damages on this claim at \$1,204,282.50 with up to \$350,700 in PAGA civil penalties.
22 For both meal and rest periods, my office assumed a 50% violation rate based on the likelihood
23 that Defendants would be able to show that sometimes Class Members could take their meal and
24 rest breaks, even though Plaintiffs contend that Defendants' practices and policies allegedly did
25 not comply with California law.

26 20. Defendants also allegedly failed to provide Class Members with legally compliant
27 rest periods, or premium wages of one hour's pay in lieu thereof, as required by Labor Code §
28 226.7 and IWC Wage Order 4-2001. As discussed above, Plaintiffs alleged that Defendants

1 maintained unlawful written rest period policies which did not contain the “major fraction thereof”
2 language. In contrast, Defendants contend that they maintained and implemented legally
3 compliant rest period policies and procedures. Plaintiffs, assuming a 50% violation rate, calculated
4 damages on this claim at \$1,204,282.50 with up to \$350,700 in PAGA civil penalties.

5 21. Plaintiffs also allege that Class Members were required to incur expenses in the
6 performance of their job duties for which they were not fully reimbursed, in violation of Labor
7 Code § 2802. Defendants required Class Members to use their cell phones while working for them,
8 but allegedly failed to fully reimburse them for their use. This practice violates Labor Code §
9 2802. Plaintiffs also contend that they were required to use their personal cell phones as an
10 exclusive means to be able to perform their job duties. All the data that they collected was done
11 via their cell phones, all communication was done through their cell phones, and all document
12 uploading was done through their cell phones. Plaintiffs were required to download apps to be
13 able to complete this work. Defendants maintain that they did not need to reimburse employees
14 for their personal cell phone usage since they were paid per diems. Defendants also maintain that
15 all employees were reimbursed for all necessary business expenses incurred. Plaintiffs, assuming
16 \$20 per month in unpaid expense reimbursement, calculated damages on this claim at \$68,490
17 with up to \$350,700 in PAGA civil penalties.

18 22. Defendants also allegedly failed to issue Class Members accurately itemized wage
19 statements. Class Members were allegedly not paid all wages due, as detailed above. As a result,
20 the wage statements issued by Defendants to Class Members allegedly failed to accurately state
21 all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
22 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all
23 applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate, in violation of Labor Code § 226(a)(9). Defendants, in contrast,
25 contend that they properly issued accurate wage statements, and any damages were de minimis.
26 Plaintiffs valued the statutory damages on this claim at approximately \$342,000 and Defendants’
27 potential PAGA civil penalties at approximately \$876,750 on this claim.

1 23. Defendants allegedly failed to pay Class Members all wages due upon separation of
2 employment, in violation of Labor Code §§ 201-202. As Defendants failed to pay Class Members
3 all wages due during the course of employment, as discussed above, these wages remained due
4 and owing upon separation of employment. In addition, Plaintiffs alleges that they were not issued
5 their final wages on the day of their termination; instead, they were issued more than 72 hours
6 after their last dates of employment. Defendants contend that they properly and timely paid all
7 wages due upon separation of employment. Plaintiffs calculated damages on this claim at
8 \$2,976,920.10 based on approximately 297 Class Members who left their employment with
9 Defendants during the applicable limitations period. Based on approximately 152 former
10 Aggrieved Employees during the PAGA Period, Plaintiffs calculated that Defendants could be
11 liable for up to \$15,200 in PAGA civil penalties on this claim.

12 24. Based on the data calculated by my office, and presuming findings of liability would
13 result, the estimated maximum amount of damages that Class Members theoretically could be
14 awarded at trial is approximately \$9,408,822.60, inclusive of unpaid overtime wages, business
15 expenses, meal and rest period premiums, waiting time penalties, and wage statement penalties.
16 The estimated maximum amount of PAGA civil penalties that Aggrieved Employees theoretically
17 could be awarded at trial is approximately \$2,294,750. However, I believe that a more accurate
18 number is \$350,700, based on one penalty per pay period at \$100 per penalty. As discussed below,
19 it is unlikely that this Court would allow Plaintiffs to stack PAGA penalties, as it would likely be
20 found to be unjust, arbitrary, oppressive, and/or confiscatory, and therefore, I believe that
21 \$350,700 is the most accurate estimation of potential PAGA civil penalties Defendants could be
22 found liable for.

23 25. There were numerous risks to recovery here which required a compromise to resolve
24 the Action at this juncture of the litigation. Defendants argued, *inter alia*, that they accurately paid
25 their employees for all hours worked. They forcefully maintained that they enforced legally
26 complaint practices and written policies regarding meal and rest periods and expense
27 reimbursement, that provided all employees with proper, timely meal and rest break opportunities
28 and breaks, and any missed meal and rest periods were waived by employees. Defendants argued

1 that no wage statement penalties or waiting time penalties would be recovered because they paid
2 all wages due, they acted in good faith at all times, and Class Members suffered no actionable
3 injury. They also took the position that PAGA penalties could not be stacked, and the Court would
4 likely exercise its discretion to reduce or eliminate them altogether, based on the alleged weakness
5 of the claims asserted. They also contended that a class could not be certified because of
6 manageability concerns, among other issues, particularly with respect to the claims for unpaid
7 overtime and meal and rest periods. Finally, Defendants argued that Plaintiffs faced the risk that
8 they would not obtain a maximum damage/penalty award on all (or any of) their claims.

9 26. The compromise reached here is fair and reasonable considering the factual and
10 legal disputes among the Parties, the defenses raised by Defendants as to class certification and
11 the merits of Plaintiffs' claims, and the risk the Court would reduce or eliminate any award of
12 penalties. Defendants strongly contend that their policies and practices do not violate any laws.
13 They contend that they properly paid all wages due, reimbursed for all necessary business expenses
14 incurred, and provided for all meal and rest periods and fully compensated their employees for all
15 time worked. They further contend that the wage statements they provided to their employees
16 were fully compliant with California law.

17 27. Defendants also contended that the Ninth Circuit has held that heightened PAGA
18 penalties are not appropriate where the defendant was not notified by the Labor Commissioner or
19 any court that it was committing any violation of the law. Further, courts are often hesitant to
20 award a heightened penalty where there is no prior citation by the Labor Commissioner.
21 Defendants contend that any violations prior to Plaintiffs' LWDA letter are not subject to
22 heightened penalties.

23 28. Additionally, Defendants contended that there is no California authority that
24 expressly permits the practice of counting multiple PAGA violations/penalties that occur within
25 the same pay period, known as "stacking" penalties. I am aware of no court that has actually
26 stacked such PAGA penalties for multiple violations (meaning the "market" for PAGA settlements
27 is based on no stacking of penalties) and given the circumstances of this case, it is unlikely that
28 this Court would impose a massive penalty by stacking the PAGA penalty claims against

1 Defendants. Although stacking penalties is not unlawful, the majority of cases that address awards
2 of PAGA penalties focus on the court's discretion to reduce awards. Based thereon, the non-
3 stacking/one penalty per pay period is an appropriate evaluation for maximum potential PAGA
4 civil penalties exposure in this case.

5 29. Finally, Defendants contended they acted within the requirements of California law
6 at all times as to all Class Members and Aggrieved Employees. In particular, Defendants contend
7 that they paid all employees all overtime wages due and expense reimbursement due. Defendants
8 also contend that they have compliant meal and rest break practices. Defendants further contend
9 that not every pay period at issue involved an alleged Labor Code violation. Moreover, Defendants
10 maintained that even if the Court did award PAGA civil penalties, the Court could and would
11 *substantially* reduce the penalties awarded based on the discretionary factors contained in Labor
12 Code § 2699(e)(2).

13 30. The reasonable damages and/or penalties that Class Members could expect to be
14 awarded at trial are uncertain. Class certification is a tremendous risk, and I believe that the risk
15 entailed in losing a class certification motion is up to 50%, particularly as to the unpaid overtime
16 wages and meal and rest break claims. All penalty claims alleged are wholly derivative of the
17 unpaid wage claims, such that if Plaintiffs did not prevail on those claims, they would not recover
18 a penny of penalties (and these penalties represent a substantial portion of their damage model).
19 Accordingly, when the costs and risks of non-certification and loss on the merits are considered, I
20 am of the opinion that the settlement reached is clearly a favorable one.

21 31. The table below shows the maximum potential recovery on each claim alleged by
22 Plaintiffs, presuming findings of liability, and the realistic recovery on each such claim, as gauged
23 by my office, applying a 75% discount (representing a 50% discount for class certification risks
24 and a 50% discount for the risk of a loss on the merits).

25 ///

26 ///

27 ///

28 ///

CLAIM	MAXIMUM POTENTIAL RECOVERY	REALISTIC RECOVERY
Unpaid Overtime Wages	\$3,612,847.50	\$903,211.88
Meal Breaks	\$1,204,282.50	\$301,070.63
Rest Breaks	\$1,204,282.50	\$301,070.63
Expense Reimbursement	\$68,490.00	\$17,122.50
Wage Statements	\$342,000.00	\$85,500.00
Waiting Time Penalties	\$2,976,920.10	\$744,230.03
PAGA Penalties – All Claims	\$350,700.00	\$87,675.00
TOTAL:	\$12,168,087.60	\$2,439,880.67

32. The settlement for each Class Member is fair, reasonable and adequate, given the inherent risk of litigation, the risk relative to class certification and the costs of pursuing such litigation. The settlement shall finally resolve all claims of the Class Members as alleged in the Action.

Class Certification Requirements:

33. In this case, the Class Members are identifiable from Defendants' employment and payroll records. Further, the Settlement Class is sufficiently numerous to warrant certification. According to Defendants' records, the Class comprises approximately 340 members.

34. The Class Members' claims all stem from a common source: members of the Settlement Class allege that Defendants violated the same Labor Code provisions in connection with their employment in non-exempt positions. All members of the Class seek the same relief under the same California laws (related to unpaid overtime and minimum wages, unpaid meal and rest period premiums, unpaid expense reimbursement, inaccurate or incomplete wage statements, failure to timely pay wages due upon separation, and derivative claims). Under these circumstances, the commonality requirement is satisfied for purposes of certifying the Settlement Class for settlement purposes.

35. In this case, named Plaintiffs and proposed Class Representatives Jennifer Russell and Samantha Bacon are former non-exempt employees who worked for Defendants TRC Environmental Corporation and/or TRC Field Services, Inc. in the State of California during the Class Period. They contend that Defendants failed to pay all overtime and minimum wages, failed

1 to provide meal and rest periods, failed to reimburse for business expenses incurred, failed to
2 comply with itemized employee wage statement provisions, and failed to timely pay wages at the
3 separation of employment, in violation of Labor Code §§ 201, 202, 226(a), 226.3, 226.7, 510, 512,
4 558, 1174, 1174.5, 1194, 1198, 2698, 2699, and 2802 among other Labor Code provisions. They
5 have the same claims as those that the members of the Settlement Class would reasonably be
6 expected to bring based on the course of conduct alleged herein.

7 36. Plaintiffs have also demonstrated that they will aggressively and competently assert
8 the interests of the proposed Settlement Class; they have taken an active role in the litigation and
9 have no apparent conflicts with other Class Members.

10 37. Through an individual settlement agreement, Plaintiff Russell will be paid for a full
11 general release of all claims. This payment is not part of the class settlement and specifically
12 compensates Russell's unique claims related to substantial unpaid per diem payments.

13 **Settlement of Claims Pursuant to Labor Code § 2699 et seq. (PAGA)**

14 38. Concurrently with the filing of this Motion, my office is transmitting the Settlement
15 Agreement (and the approval documents) to the LWDA, in compliance with Labor Code §
16 2699(s)(2). Evidence of submission is attached hereto as **Exhibit C**.

17 I declare, under penalty of perjury, under the laws of the State of California, that the
18 foregoing is true and correct. Executed on January 29, 2026 at Westlake Village, California.

19 *Daniel F. Gaines*
20 DANIEL F. GAINES

EXHIBIT A

Adams v. Newell Rubbermaid, USDC – Central District of California (Los Angeles), Case No. EDCV 08-1499 JTM (CTx)

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Agredano v. GS Brothers, Inc., Los Angeles County Superior Court, Case No. BC445561

Allen v. Toms Sierra Company, Nevada County Superior Court, Case No. CU18-082823

Allen v. Valley Inventory Service, Inc., Solano County Superior Court, Case No. FCS034682

Alvarez v. Pilot Travel Centers, LLC, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-4605

Alonzo v. Camblin Steel Service, Inc., Placer County Superior Court, Case No. SCV0034165

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Andre v. Newell Rubbermaid, Inc., San Bernardino County Superior Court, Case No. CIVVS1200282

Anduha v. ABC Phones of North Carolina, Inc., Stanislaus County Superior Court, Case No. 2022729

Anslow v. Wellington Energy, Inc., USDC – Northern District of California (San Francisco), Case No. CV11-1596-JCS

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Batmanghelich v. Sirius XM Radio Inc., USDC – Central District of California (Los Angeles), Case No. CV 09-9190 VBF (JCx)

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Brandt v. Sacramento Auto Insurance Center, Inc., San Joaquin County Superior Court, Case No. 39-2009-00202938-CU-OE-STK

Brown v. 22nd District Agricultural Association, United States District Court, Southern District of California, Case No. 15-cv-2578-DHB

Brown v. Sierra Central Credit Union, Sutter County Superior Court, Case No. CVCS18-0002161

Burgess v. Blue Cross and Blue Shield of South Carolina, San Joaquin County Superior Court, Case No. 39-2012-00277449-CU-BT-STK

Burgess v. Strategic Retail Solutions, LLC, Los Angeles County Superior Court, Case No. BC413791

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Caporicci v. Owens & Minor Distribution, Inc., San Joaquin County Superior Court, Case No. 39-2013-00295662-CU-OE-STK

Carl v. Advanced Call Center Technologies, LLC, Sacramento County Superior Court, Case No. 34-2013-00148310

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrete v. Gamestop, Inc., Imperial County Superior Court, Case No. ECU08501

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Caudillo v. Aegis Treatment Centers, LLC, Merced County Superior Court, Case No. 18CV-0744

Cerami v. Metlife, Inc., USDC – Central District of California (Orange County), Case No. 11-CV-00681-CJC (MLGx)

Charles v. Aaron's Inc., Los Angeles County Superior Court, Case No. BC431468

Charles v. Nursefinders, LLC, Imperial County Superior Court, Case No. ECU07422

Cheifer v. JetBlue Airways Corporation, Los Angeles County Superior Court, Case No. BC451887

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Chong, et al. v. Crescent Northwoods Inn, Inc., Del Norte County Superior Court, Case No. CVUJ-2018-1133

Church v. GameStop, Inc., et. al., USDC – Central District of California (Los Angeles), Case No. 11-CV-00132-VAP-RZ

Clothier v. Spar Marketing Services, Inc., Alameda County Superior Court, Case No: RG12-639317

Coleman v. Wireless Lifestyle, Inc., USDC – Western District of Missouri, Case No. 4:12-cv-00855-ODS

Colombo-Beyeler, et al. v. Viking River Cruises, Inc., San Bernardino County Superior Court, Case No. CIVDS1611608

Conlee v. Clark Pacific Corporation, Yolo County Superior Court, Case No. CV14-1409

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Corona v. Yosemite Meat & Locker Service, Inc., Stanislaus County Superior Court, Case No. 2006828

Cortellessa v. Dotnext, Inc., Alameda County Superior Court, Case No. RG09429971

County v. Ingram Mirco, Inc., San Bernardino Superior Court, Case No. CIVRS 1304445

Covarrubias, et al. v. Petersendean Builder Group, Inc., Kern County Superior Court, Case No. BCV-16-101122

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cruz-Garcia v. Lemonade Restaurant Group, LLC, Los Angeles County Superior Court, Case No. BC478205

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Diaz, et al. v. Seaworld Entertainment, Inc., Imperial County Superior Court, Case No. ECU10046

Diggs v. Western Waterproofing Company, Inc., San Francisco County Superior Court, Case No. CGC-14-539281

Dismuke v. Rhodes Retail Services, Inc., Sacramento County Superior Court, Case No. 34-2011-00105001

Dorsette v. TA Operating, LLC, USDC – Central District of California (Los Angeles), Case No. EDCV 09-1350 PA (RZx)

Duran v. The Image of California, Inc., Kern County Superior Court, Case No. S-1500-CV-284056 DRL

Edwards v. Trans World Entertainment Corp., San Diego County Superior Court, Case No. 37-2010-00095123-CU-OE CTL

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Escobar v. SMSSI of California, Inc., San Francisco Superior Court, JCCP No. 4776

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Estrada v. Net Source Communications, Inc., Los Angeles County Superior Court, Case No. BC431169

Estrada v. OS Restaurant Services, LLC, Santa Clara County Superior Court, Case No. 16CV293249

Estupinan v. Global Development Strategies, Inc., Santa Clara County Superior Court, Case No. 110CV178898

Fadhl. v. Siemens Healthcare Diagnostics Inc., Sacramento County Superior Court, Case No. 34-2017-00209518

Fernandez v. The Regents of the University of California, Los Angeles County Superior Court, Case No. BC656256

Ferrer v. Dish Network Corporation, Los Angeles County Superior Court, Case No. BC441354

Findora v. Barry Callebaut USA LLC, Napa County Superior Court, Case No. 19CV000219

Flores v. Cintas Corporation, Los Angeles County Superior Court, Case No. BC400422

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Galarza v. Bayou Well Services, LLC, Kern County Superior Court, Case No. S-1500-CV-279372 DRL

Galarza v. C & H Testing Service LLC, Kern County Superior Court, Case No. BCV-15-100008 SPC

Garcia v. Old Dominion Freight Line, Inc., San Bernardino County Superior Court, Case No. CIVDS1404636

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Gibbs v. M. Lehmann Enterprises, Orange County Superior Court, Case No. 30-2013-00678538-CU-OE-CXC

Gilles v. Schaefer Ambulance Service Inc., Imperial County Superior Court, Case No. ECU07970

Goldman, et al. v. Defender's, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-0009973

Gomez v. Low Desert Empire Pizza, Inc., San Bernardino County Superior Court, Case No. CIVVS900392

Gomez v. Pizza Hut of Southeast Kansas, Inc., San Bernardino County Superior Court, Case No. CIVVS900679

Gonzalez v. Harris Farms, Inc., USDC – Eastern District of California (Fresno), Case No. 1:14-cv-00038-LJO-SAB

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Gutierrez v. Linkus Enterprises, Inc., Madera County Superior Court, Case No. MCV065774

Gutierrez v. Shiekh, LLC, San Bernardino County Superior Court, Case Nos. CIVRS1206525, CIVRS1303408

Hairston v. Stanislaus Surgical Hospital, Stanislaus County Superior Court, Case No. CV-19-000651

Hindman v. Service Quick, Inc., San Bernardino County Superior Court, Case No. CIVDS1724229

Hogan v. iMobile of CA LLC, San Bernardino County Superior Court, Case No. CIVDS1409263

Hogan v. Wireless Evolution Inc., Riverside County Superior Court, Case No. MCC1300669

Hogan v. Wireless That's It! LLC, Riverside County Superior Court, Case No. RIC1201997

Holmes v. Bottling Group, LLC, Stanislaus County Superior Court, Case No. 2022584

Hooper, et al. v. URS Midwest, Inc., et al., San Bernardino Superior Court, Case No. CIVDS1607489

Humphrey v. Freedomroads, LLC, Shasta County Superior Court, Case No. 178228

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Hyde v. Dent Wizard International Corporation, Sacramento County Superior Court, Case No. 34-2015-00173882

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Id-deen v. Educational Services of America, Solano County Superior Court, Case No. FCS040803

Isherwood v. Mason Dixon Intermodal, Inc., San Joaquin County Superior Court, Case No. 39-2012-00279891-CU-OC-STK

Jahanbin v. Pacific Mercantile Bank, Orange County Superior Court, Case No. 30-2011-00480705CU-OE-CXC

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Johnson v. The Goodyear Tire & Rubber Company, USDC – Northern District of California (San Francisco), Case No. 3:13-cv-01069-MMC

Jolin v. Bay Cities Recovery, Inc., El Dorado County Superior Court, Case No. PC20100458

Jordan v. Sutter Memorial Hospital, Stanislaus County Superior Court, Case No. 2023344

Keebaugh v. Mike Thompson Recreational Vehicles, San Bernardino County Superior Court, Case No. CIV-DS-1500718

Kelly v. Robin's Enviro Vac, Inc., Kern County Superior Court, Case No. S-1500-CV-282277
DRL

King v. Levy Premium Foodservice Limited Partnership, Alameda County Superior Court, Case No. HG15786353

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lee, et al. v. Foster Dairy Farms, Stanislaus County Superior Court, Case Nos. 2006542, 2015679

Lemus, et al. v. Eastridge Workforce Technology, Inc., San Bernardino County Superior Court, Case No. CIV-DS-1611470

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Lemus v. On Assignment Staffing Services, San Bernardino County Superior Court, Case No. CIV-DS-1600497

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lopez v. Creative Communication Technologies, Inc., Imperial County Superior Court, Case No. ECU07851

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Lopez v. Truck Accessories Group, LLC, Yolo County Superior Court, Case No. CV13798

Ludlow v. Prince Telecom, LLC, Stanislaus County Superior Court, Case No. 684239

Luna v. Express Locations, LLC, Imperial County Superior Court, Case No. ECU09779

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Maldonado v. Hardwood Flooring Liquidators, Inc., Los Angeles County Superior Court, Case No. BC642170

Mansfield v. Cambridge Real Estate Services, Inc., Butte County Superior Court, Case No. 160175

Martinez v. DPI Specialty Foods West, San Joaquin County Superior Court, Case No. 39-2015-00327311-CU-OE-STK

Martinez v. Styles For Less, Inc., San Bernardino County Superior Court, Case No. CIVVS1203057

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Maze v. Bulldog Freightway, Inc., Imperial County Superior Court, Case No. ECU08716

McCormick v. G & O Body Shop, Inc., El Dorado Superior Court, Case No. PC20130291

McCrary v. Campbell Soup Supply Company, San Joaquin County Superior Court, Case No. 39-2013-00297698-CU-OE-STK

McDaniel v. Vancary, Inc., Tulare County Superior Court, Case No. 268036

Melgar-Farela v. Guardian Compliance, Inc., Los Angeles County Superior Court, Case No. BC481865

Mendiola v. Tyco Electronics Corporation, Riverside County Superior Court, Case No. RIC1400721

Mettler v. Les Schwab Tire Centers of California, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476

Miller v. California Subshine, Inc., Los Angeles County Superior Court, Case No. BC637754

Miller v. Southwest Airlines Co., USDC – Northern District of California (San Francisco), Case No. 3:12-cv-05978-CRB

Mitchell v. Crossmark, Inc., USDC – Central District of California (Los Angeles), Case No. CV 11-2818-JAK (FMOx)

Moghrabi v. Vitaligent, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-1650

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Moore v. Horizon Solar Power, Inc., San Bernardino County Superior Court, Case No. CIVDS1410001

Murray v. Select Media Services, LLC, Los Angeles County Superior Court, Case No. BC424506

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Navarro v. Mariana Packing Co., Inc., Solano County Superior Court, Case No. FCS045935

Nehrlich, et al. v. RPM Mortgage, Inc., Orange County Superior Court, Case No. 30-2013-00666783-CU-OE-CXC

Overton v. Hat World, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:11-CV-01645-LKK-KJN

Perez v. Alcatel-Lucent USA Inc., Imperial County Superior Court, Case No. ECU07977

Perez v. Major Gloves and Safety, Inc., San Bernardino County Superior Court, Case No. CIVDS1710445

Perry v. Cardinal Health 200, LLC, Solano County Superior Court, Case No. FCS035303

Phraxayavong-Briones v. RSM, Inc., Sacramento County Superior Court, Case No. 34-2012-00117524

Pugh v. Wi Spa, LLC, Imperial County Superior Court, Case No. ECU07932

Quist v. Knight Transportation, Inc., San Bernardino Superior Court, Case No. CIVDS 1615414

Quitco v. Aviation Fuel Systems Repair, Inc., San Bernardino Superior Court, Case No. CIVRS1302311

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Rees v. Advantel, Incorporated, Santa Clara County Superior Court, Case No. 16-CV-292219

Renfrow v. Janra Enterprises, Inc., Sacramento County Superior Court, Case No. 3402010-00080471

Reynolds v. Diamond Pet Food Processors of Ripon, San Joaquin County Superior Court, Case No. 39-2014-00310818

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Richardson v. TEC Equipment, Inc., et al., Los Angeles County Superior Court, Case No. VC065536

Robles v. North County Health Project Incorporated, San Diego Superior Court, Case No. 37-2014-00001751-CU-OE-NC

Rodas v. Monetary Management of California, Inc., USDC – Eastern District of California (Sacramento), Case No. 2:14 cv 01389 TLN AC

Rodriguez v. 20/20 Plumbing & Heating, Inc., San Bernardino County Superior Court, Case No. CIVDS1705362

Rodriguez v. Commerce Distribution Company, Los Angeles County Superior Court, Case No. BC656259

Rodriguez v. Valley Oak, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-7980

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Russell v. Bradshaw International, Imperial County Superior Court, Case No. ECU00853

Rutledge, et al. v. Healthport Technologies, LLC, Alameda County Superior Court, Case No. RG16835813

Sabala v. Econtactlive, Inc., Stanislaus County Superior Court, Case No. 684981

Sabatier v. Picture Perfect Installation, Inc., Riverside County Superior Court, Case No. RIC10004953

Salameh v. Sonomaidence OPCO, LLC, Sonoma County Superior Court, Case No. SVC264228

Salazar v. Tag-3 Medical Investment Group, LLC, Los Angeles County Superior Court, Case No. BC527698

Salbeck v. Ingredion Incorporated, San Joaquin County Superior Court, Case No. STK-UOE-2017-0012622

Sampson v. Healthnet of California Inc., Sacramento County Superior Court, Case No. 34-2015-00183785-CU-OE-GDS

Sanchez v. Don Roberto Jewelers, Inc., Imperial County Superior Court, Case No. ECU06819

Sanders v. Lionakis, Sacramento County Superior Court, Case No. 34-2017-00223601

Santana v. United Staffing Associates, LLC, Tulare County Superior Court, Case No. 249338

Schrader v. Adidas Promotional Retail Operations, Inc., Los Angeles County Superior Court, Case No. BC414168

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Silva v. Trical, San Benito County Superior Court, Case No. CU-16-00218

Simler v. Polly's Inc., Riverside County Superior Court, Case No. RIC 1117862

Sipin, Scott v. Salesforce.com, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2019-0004629

Skuro v. BMW of North America, LLC, USDC – Central District of California (Los Angeles), Case No.: CV 10-8672-GW (FFMx)

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solomon v. City of Los Angeles, Los Angeles County Superior Court, Case No. BC570345

Solano v. Vozzcom, Inc., Imperial County Superior Court, Case No. ECU09519

Smith, et al. v. Sente Development, Inc., Sacramento County Superior Court, Case No. 34-2016-00196614

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Solowitz v. BakeMark USA LLC, Los Angeles County Superior Court, Case No. BC467838

Spampinato v. Wind & Sea Restaurants, Inc., San Bernardino County Superior Court, Case No. CIVVS1205154

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Stephens v. C.S., Inc., Riverside County Superior Court, Case No. PSC1301224

Stevenson v. Harvest Management Sub LLC, Ventura County Superior Court, Case No. 56-2011-00397420-CU-OE-SIM

Thompson v. Continental Labor Resources, Inc. d/b/a Continental Labor & Staffing Resources, Kern County Superior Court, Case No. S-1500-CV-278751-DRL

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tigas v. Ajilon Communications, Los Angeles County Superior Court, Case No. BC409737

Torres v. Coastal Employment Inc., Los Angeles County Superior Court, Case No. BC529207

Tran v. CSP Fiber Services, San Bernardino County Superior Court, Case No. CIVDS172758

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Van Son v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC494747

Vasquez v. Schurman Fine Papers, San Joaquin County Superior Court, Case No. STK-CV-LMC-2015-10035

Velasquez v. Modesto Ventures, LLC, Sacramento County Superior Court, Case No. 32-2012-00126159

Victoria v. Bali Limousines Inc., San Mateo County Superior Court, Case No. CIV507774

Victorian v. Vision X, Inc., Los Angeles County Superior Court, Case No. BC400333

Wade v. Frito Lay, Kern County Superior Court, Case No. BCV-17-102014

Walls v. E. & J. Gallo, Stanislaus County Superior Court, Case No. 2015874

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

Waybright v. EAH, Inc., Stanislaus County Superior Court, Case No. 2011677

Weiss v. C.A.R. Enterprises, Inc., Riverside County Superior Court, Case No. RIC1113165

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Williams v. Dennis Dillon RV, LLC, San Bernardino County Superior Court, Case No. CIVDS 16006879

Williams v. Closet World, Inc., Los Angeles County Superior Court, Case No. BC400178

Williams v. Progress Rail Services Corporation, Kern County Superior Court, Case No. S-1500-CV-280236 DRL

Wing v. Three Group, Inc., Los Angeles County Superior Court, Case No. BC643883

Wilson v. ALSCO, Inc., Imperial County Superior Court, Case No. ECU07406

Wilson v. Michael C. Stead, Inc., Contra Costa Superior Court, Case No. C1400135

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woody v. WBN Home Design, San Bernardino County Superior Court, Case No. CIVDS1613367

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Woodyard v. Bellus ALC Acquisition, LLC, USDC – Central District of California (Los Angeles), Case No. 2:13-cv-05285 SJO AGRx

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

Ybarra v. New Legend, Inc., Sutter County Superior Court, Case No. CVCS-16-2097

Zaragoza v. Center Automotive, Inc., Los Angeles Superior Court, Case No. BC505194

EXHIBIT B

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiffs JENNIFER RUSSELL and SAMANTHA BACON (collectively, “Plaintiffs”) and Defendants TRC ENVIRONMENTAL CORPORATION, TRC FIELD SERVICES, INC., and TRC ENGINEERS, INC. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Jennifer Russell, et al. v. TRC Environmental Corporation, et al.* initiated on April 3, 2023, in the Butte County Superior Court, and assigned Case No. 23CV00826.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement. The Parties, Class Counsel, and Defense Counsel each represent that they do not have any financial interest in the Administrator or otherwise have a relationship with the Administrator that could create a conflict of interest.

1.3. “Administration Expenses Payment” means the costs payable from the Gross Settlement Amount to the Administrator for administering this Settlement, including, but not limited to, translating the Class Notice from English to Spanish, printing, distributing, and tracking documents for this Settlement, calculating estimated amounts per Class Member, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement Agreement, and as requested by the Parties and/or ordered by the Court.

1.4. “Aggrieved Employee(s)” mean all past and present non-exempt employees of Defendants TRC Environmental Corporation and TRC Field Services, Inc. who worked in California during the PAGA Period. Aggrieved Employees may not opt-out of the PAGA portion of the settlement and will receive payment in proportion to the number of pay periods they worked during the PAGA Period.

1.5. “Class” means all non-exempt persons employed by Defendants TRC Environmental Corporation and TRC Field Services, Inc. who worked in California during the Class Period.

1.6. “Class Counsel” means Daniel F. Gaines, Esq. of Gaines & Gaines, APLC on behalf of Plaintiffs and Class Members.

1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and actual expenses, respectively, incurred to prosecute the Action.

1.8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. “Class Member(s)” or “Settlement Class Member(s)” means all past and present non-exempt employees of Defendants TRC Environmental Corporation and TRC Field Services, Inc. who worked in California during the Class Period.

1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means, including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the “COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL,” to be mailed to Class Members in English and Spanish in the form, without material variation, attached hereto as **Exhibit A** and incorporated by reference into this Agreement.

1.12. “Class Period” means the period beginning April 3, 2019, and continuing through the date the Court preliminary approves the settlement, or sixty (60) days after the Parties acceptance of the mediator’s proposal, whichever occurs first.

1.13. “Class Representatives” means the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as the Class Representatives.

1.14. “Class Representatives Enhancement Payment” means the amount to be paid to Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members, the State of California, and Aggrieved Employees in exchange for providing a general release and waiver of rights under the California Civil Code section 1542.

1.15. “Court” means the Superior Court of California, County of Butte.

1.16. “Defense Counsel” means the attorneys of Clark Hill LLP on behalf of Defendants.

1.17. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment (i.e., sixty-one (61) days after notice of the Judgment is served); or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.18. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20. “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.21. “Gross Settlement Amount” means the sum of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) to be paid jointly and severally by Defendants in full and final satisfaction of all claims arising from the Action, except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, the Class Representative Enhancement Payments to Plaintiffs, Administration Expenses Payment to the Administrator, the LWDA PAGA Payment, the Class Counsel Fees Payment, and the Class Counsel Litigation Expenses Payment.

1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.23. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.24. “Judgment” means the judgment entered by the Court upon granting Final Approval of the Settlement.

1.25. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.26. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA PAGA Payment, the Class Representatives’ Enhancement Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. Such Class Member shall still be bound by the PAGA Release if such Class Member is an Aggrieved Employee.

1.29. “Operative Complaint” means Plaintiffs’ First Amended Class and Representative Action Complaint filed in this Action on September 1, 2023.

1.30. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).

1.31. “PAGA Notice” means Plaintiffs’ March 31, 2023 and June 16, 2023 letters to TRC Environmental Corporation, TRC Field Services, Inc., TRC Engineers, Inc., and the LWDA (Case No. LWDA-CM-945629-23) providing notice pursuant to Labor Code § 2699.3, subd.(a).

1.32. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, Fifty Thousand Dollars and Zero Cents (\$50,000.00), allocated as 25% to the Aggrieved Employees (Twelve Thousand Five Hundred Dollars and Zero Cents) (\$12,500.00), and the 75% to LWDA (Thirty Seven Thousand Five Hundred Dollars and Zero Cents) (\$37,500.00), in settlement of PAGA claims.

1.34. “PAGA Period” means any time between March 31, 2022, through the date the Court preliminary approves the Settlement, or sixty (60) days after the Parties acceptance of the mediator’s proposal, whichever occurs first.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiffs” means Jennifer Russell and Samantha Bacon, the named Plaintiffs in the Action.

1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Claims” means the Released Class Claims and the Released PAGA Claims.

1.40. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 5.1 below.

1.42. “Released Parties” means Defendants and all of their respective current and former companies, parents, subsidiaries, predecessors and successors, and their affiliated entities, and each of their respective spouses, owners, officers, managing agent(s) (as defined in subdivision (b) of Section 3294 of the Civil Code), directors, partners, members, shareholders, and agents, and any other successors, heirs, assigns, or legal representatives, any attorneys, insurers, and claims representatives. each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

1.43. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.44. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail written objections to the Settlement. Class Members to whom Class Notice are resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline has expired.

1.45. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.46. “Workweek(s)” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS.

2.1. Plaintiff Jennifer Russell is a former employee of TRC Environmental Corporation.

2.2. Plaintiff Samantha Bacon is a former employee of TRC Environmental Corporation.

2.3. On April 3, 2023, Plaintiffs, along with former plaintiffs Andrew Hill and Matthew Ollis commenced this Action by filing a Complaint alleging individual causes of action against Defendant TRC Environmental Corporation for: (i) Failure to Pay All Minimum and Overtime Wages Due (Labor Code §§ 510, 1174, 1174.5, 1194, 1198, and 1194.2); (ii) Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (iii) Failure to Provide Meal Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198; IWC Wage Order 4-2001); (iv) Failure to Reimburse All Business-Related Expenses (Labor Code § 2802); (v) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code § 266(a), (e)); (vi) Failure to Pay Wages Due At Separation of Employment (Labor Code §§ 201-203); and (vii) Violation of Business and Professions Code § 17200.

2.4. On September 1, 2023, Plaintiffs, along with former plaintiffs Andrew Hill and Matthew Ollis filed a First Amended Complaint which added class and representative causes of action against Defendants for Penalties Pursuant to Labor Code § 2699(f) for Violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1198, and 2802 and Pursuant to Labor Code § 2699(a) for Violations of Labor Code §§ 226.3 and 558; added two additional Defendants, TRC Field Services, Inc. and TRC Engineers; and added two additional plaintiffs, Monique Ramirez and Chris Alves. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint”).

2.5. In the Operative Complaint, Plaintiffs allege individual, class, and representative causes of action against Defendants TRC Environmental Corporation, TRC Field Services, Inc., and TRC Engineers, Inc. for: (i) Failure to Pay All Minimum and Overtime Wages Due (Labor Code §§ 510, 1174, 1174.5, 1194, 1198, and 1194.2); (ii) Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (iii) Failure to Provide Meal Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198; IWC Wage Order 4-2001); (iv) Failure to Reimburse All Business-Related Expenses (Labor Code § 2802); (v) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code § 266(a), (e)); (vi) Failure to Pay Wages Due At Separation of Employment (Labor Code §§ 201-203); (vii) Violation of Business and Professions Code § 17200; and (viii) Penalties Pursuant to Labor Code § 2699(f) for Violations of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, 1174, 1174.5, 1194, 1198, and 2802 and Pursuant to Labor Code § 2699(a) for Violations of Labor Code §§ 226.3 and 558. On INSERT DATE HERE, 2025, former Plaintiffs Andrew Hill, Matthew Ollis, Monique Ramirez, and Chris Alves dismissed their individual claims against Defendants. Defendants deny the

allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.6. Pursuant to Labor Code § 2699.3, subd.(a), Plaintiffs gave timely written notice to TRC Environmental Corporation, TRC Field Services, Inc., TRC Engineers, Inc., and the LWDA by sending a PAGA Notice on March 31, 2023, and a Supplemental PAGA Notice on June 16, 2023 (Case No. LWDA-CM-945629-23). The Supplemental PAGA Notice alleges TRC Environmental Corporation, TRC Field Services, Inc., and TRC Engineers, Inc. violated California Labor Code §§ 201-202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s).

2.7. On February 29, 2024, the Parties participated in an all-day mediation presided over by Steven G. Mehta, which did not end in an agreement to settle the Action. On May 15, 2025, the Parties participated in an all-day mediation presided over by Steven J. Rottman, Esq. which led to this Agreement to settle the Action. Prior to mediation, Plaintiffs obtained, through informal discovery, information sufficient to meaningfully evaluate the claims at issue in the Action, including applicable written policies, the employee handbook in effect during the Class Period, Plaintiffs' complete personnel files, and a sample of corresponding payroll records for Class Members. The Parties agree that Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

2.8. Class Counsel have conducted a thorough investigation into the facts of the Action. The Class Representatives have vigorously prosecuted this case, and Defendants have vigorously contested it. The Court has not granted class certification in the Action.

2.9. The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise stated in Paragraph 4.1 below, Defendants jointly and severally promise to pay the total gross amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 below. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs. Class Representative Service Payments to each Class Representative of not more than Twelve Thousand Dollars and Zero Cents (\$12,000.00) each

(\$24,000.00 total) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members) to be paid to Plaintiffs in recognition of their efforts and work in prosecuting the Action on behalf of Class Members, the State of California, and Aggrieved Employees and in exchange for providing a general release and waiver of rights under the California Civil Code § 1542. Defendants will not oppose Plaintiffs' request for this payment provided that the request does not exceed this amount. Plaintiffs and/or Class Counsel will file a motion for Class Representatives' Enhancement Payment, which will be filed no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representatives' Enhance Payment for less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. This award, which will be paid from the Gross Settlement Amount, in the amount subject to Court approval, will be in addition to any other payment Plaintiffs are eligible to receive under the Settlement (e.g., Individual Class Payment and/or Individual PAGA Payment). The Administrator will issue an IRS Form 1099 to Plaintiffs for their award, and Plaintiffs shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amount received.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be Two Hundred Forty-Five Thousand Dollars and Zero Cents (\$245,000.00) and a Class Counsel Litigation Expenses Payment of not more than Forty Thousand Dollars and Zero Cents (\$40,000.00). Defendants will not oppose requests for these payments provided that the requests do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, which will be filed no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and the Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments. A reduction by the Court of the Class Counsel Fees Payment and/or Class Counsel Expenses Payment shall not be grounds to nullify this Agreement.

3.2.3. To the Administrator. An Administrator Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) except for a showing of good cause and as approved by the Court. To the extent actual Administration Expenses are greater than \$10,000.00, such excess amount, if approved, will be deducted from the Gross Settlement Amount, subject to the Court's approval. To the extent actual Administrator's expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount for distribution on a pro rata basis to Participating Class Members.

3.2.4. To Each Participating Class Member. An Individual Class Payment calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The Remaining 90% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees. PAGA Penalties in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00) to be paid from the Gross Settlement Amount, with 75% (\$37,500.00) allocated to the LWDA PAGA Payment and 25% (\$12,500.00) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (i.e., \$12,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount for distribution to Participating Class Members.

4. SETTLEMENT DATA, FUNDING, AND PAYMENTS.

4.1. Escalator Clause. Defendants have identified the number of Workweeks during the Class Period to be 13,698 as of May 20, 2025. If the actual percentage of Workweeks increases by fifteen percent (15%) (i.e., by more than 15,752 Workweeks), the Gross Settlement Amount shall be increased by the percentage that the actual number of Workweeks exceeds 15,752. If this escalator clause is triggered and more than 15% increase is reached prior to the last day of the Class Period, Defendants have the sole option of ending the Class Period and PAGA Period on the date on which the Workweeks reach 15,752 in lieu of being required to increase the Gross Settlement Amount. The end date of the Class Period and PAGA Period shall be the same.

4.2. Class Data. Not later than fourteen (14) calendar days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, and shall concurrently provide a list of the Class Members' names to Class Counsel. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of

this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, also inclusive of the amounts necessary to fully pay Defendants' share of payroll taxes owed on the Wage Portions of Individual Class Payments, by transmitting the funds to the Administrator no later than thirty (30) calendar days following Notice of Entry of the Final Approval Order from Plaintiffs' Counsel. The Administrator shall deposit the Gross Settlement Amount into federally insured bank accounts (i.e., FDIC) so that all money held by the Administrator is federally insured.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Enhancement Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representatives' Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. Distribution of Settlement Payments and Class Notice. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than one-hundred eighty (180) calendar days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Class Payments to all Participating Class Members, including those for whom Class Notice was returned undelivered. The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees, including those for whom Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment, if any. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. Class Member Address Search. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the Void Date.

4.4.3. Uncashed Settlement Checks. Any checks issued by the Administrator to Class Members and Aggrieved Employees will be negotiable for one hundred eighty (180) calendar days. Any checks that remain uncashed after one hundred eighty (180) calendar days from the date of initial mailing shall become null and void. Funds associated with cancelled checks shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et seq.*, to be held in trust for those Participating Class Members and/or Aggrieved Employees who did not timely cash their Settlement checks. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as all payments to the Participating Class Members and Aggrieved Employees will be paid out, whether or not these individuals cash their Settlement checks. Therefore, Defendants will not be required to pay any interest on such amounts.

4.4.4. Unaffected Benefits. The Individual Class Payments and Individual PAGA Payments made to Class Members under this Settlement, and any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Member 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 amount to which any Class Member may be entitled under any benefit plans.

5. RELEASE.

Effective on the date when Defendants fully fund the entire Gross Settlement Amount and Defendants’ share of payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Released PAGA Claims. Plaintiffs, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiffs’ PAGA Notice or the Operative Complaint as well as those that could reasonably have been alleged in the Action based on the facts contained in Plaintiff’s PAGA Notice or the Operative Complaint, including, without limitation, Labor Code §§ 201-202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s). Plaintiffs and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them arising from the PAGA claims and constitute settlement of all PAGA claims. This release is limited to periods of employment in a non-exempt position in California during the PAGA Period by Defendants TRC Environmental Corporation and TRC Field Services, Inc.

Nothing in this Agreement is intended to or shall preclude Plaintiffs and Aggrieved Employees from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiffs and Aggrieved Employees retain the right to file a charge with, and to participate in an investigation conducted by,

any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiffs and Aggrieved Employees, however, shall not be entitled to receive any civil penalties for the Released PAGA Claims in connection with any complaint or charge brought against any Released Party for claims arising on or before the date Plaintiffs execute this Agreement, without regard as to who brought said complaint or charge.

5.2. Released Class Claims. Participating Class Members shall release and discharge Released Parties from the Released Class Claims and any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that accrued during the Class Period and that were alleged in, or could reasonably have been alleged in, the Operative Complaint based on the facts contained therein, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (but specifically excluding any penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended, California Labor Code §§ 2699 *et seq.*), liquidated damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief. The Released Class Claims include, without limitation, California Code of Civil Procedure § 1021.5, California Labor Code §§ 201, 201.3, 202, 203, 226, 226.3, 226.7, 510, 512, 515, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, and any federal counterparts, California Code of Regulations § 11040, California Business and Professions Code §§ 17200, *et seq.*, any IWC Wage Orders, and any cause of action for (i) Failure to Pay All Minimum and Overtime Wages Due (Labor Code §§ 510, 1174, 1174.5, 1194, 1198, and 1194.2); (ii) Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (iii) Failure to Provide Meal Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198; IWC Wage Order 4-2001); (iv) Failure to Reimburse All Business-Related Expenses (Labor Code § 2802); (v) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code § 266(a), (e)); (vi) Failure to Pay Wages Due At Separation of Employment (Labor Code §§ 201-203); and (vii) Violation of Business and Professions Code § 17200. This release is limited to periods of employment in a non-exempt position in California during the Class Period by Defendants TRC Environmental Corporation and TRC Field Services, Inc.

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the FLSA against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law. In connection with the above Released Class Claims, and in consideration of Defendants' payment of the Gross Settlement Amount and Defendants' share of payroll taxes owed on the Wage Portions of Individual Class Payments, each and every Participating Class Member, including Plaintiffs, will be deemed also to have acknowledged and agreed that California Labor Code § 206.5 is not applicable to Defendants and the Participating Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code § 206.5 provides, in pertinent part, as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES

HAS BEEN MADE.

5.3. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising out of their employment with Defendants, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint, (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice, or ascertained during the Action and (c) claims not asserted in the Action ("Plaintiffs' General Release"). Plaintiffs' General Release excludes any claims or actions to enforce the Settlement, any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or any claims based on occurrences outside the Class Period. For purposes of Plaintiffs' General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of the California Civil Code § 1542, which reads 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.

6. ADMINISTRATION OF TAXES.

6.1. Tax Treatment of Individual PAGA Payments and Individual Class Payments. The Individual PAGA Payments will be allocated as 100% penalties and reported on an IRS-Form 1099. All Individual Class Payments will be allocated as follows: ten percent (10%) of each Individual Class Payment will be allocated as wages and ninety percent (90%) will be allocated as non-wages. The portion allocated to wages will be reported on an IRS Form W-2 and the portion allocated to non-wages will be reported on an IRS Form-1099 by the Administrator. The Individual Class Payments will be reduced by any required legal deductions for each Class Member. All standard employee payroll deductions will be made for state and federal withholding taxes, including any other applicable payroll deductions owed by the Class Members as a result of the wage component, resulting in a net wage component. The Administrator will issue a W-2 Form to each Class Member for the wage component. The Administrator will issue an IRS Form-1099 for the remaining non-wages component. No withholding shall be made on the non-wages portion of the Individual Class Payment. The Administrator shall be responsible for issuing the payments and calculating and withholding all required state and federal taxes. The Administrator shall determine the eligibility for, and the amounts of, any Individual Class Payments under the terms of this Settlement Agreement. Any disputes not resolved by the Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

6.2. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any statement, representation, or calculation by Defendants or by the Administrator in this regard.

Plaintiffs and Class Members understand and agree they will be solely responsible for the payment of their share of any taxes and penalties assessed on the payments described herein.

6.3. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING AND TRANSACTION CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

7. MOTION FOR PRELIMINARY APPROVAL.

Class Representatives and Class Counsel agree to prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Member, and/or the Administrator; (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class

Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699, subd. (1)(1)), and this Agreement (Labor Code § 2699, subd. (1)(2))); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

8. SETTLEMENT ADMINISTRATION.

8.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

8.4. Notice to Class Members.

8.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

8.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The Class Notice shall estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

8.4.3. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

8.4.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) calendar days beyond the sixty (60) calendar days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5. If the Administrator, Defendants, Defense Counsel, Plaintiffs, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

8.5. Requests for Exclusion (Opt-Outs).

8.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address, and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

8.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1 and 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.1 of this Agreement and are eligible for and will be mailed an Individual PAGA Payment.

8.6. Challenges to Calculation of Workweeks and/or Pay Periods. Each Class Member shall have sixty (60) calendar days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member, as stated in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator, via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be presumed correct, subject to the right of any Party, Class Member or Aggrieved Employee to raise the issue with the Court. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7. Objections to Settlement.

8.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment.

8.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In addition and/or in the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than sixty (60) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed).

8.7.3. Non-Participating Class Members have no right to object to any components of the Settlement.

8.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement and/or requested by the Parties and/or ordered by the Court.

8.8.1. Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Final Approval, and the Judgment. The Administrator will post the Final Approval and Judgment online for a period of not less than ninety (90) days following entry thereof. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

8.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity and timeliness. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

8.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity and timeliness of Requests for Exclusion and written objections and attach copies of all Requests for Exclusion and objections received.

8.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, subject to the Court’s review upon request by any Party, Class Member or Aggrieved Employee.

8.8.5. Administrator’s Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid/timely or invalid/untimely), the number of written objections (both valid/timely or invalid/untimely), and attach the Exclusion List

and copies of all Requests for Exclusion and objections it received. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

8.8.6. Final Report by Settlement Administrator. Within fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements, by employee identification number only, of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. DEFENDANTS' RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 18 individual opt-outs, including the four named representatives to be settled separately and the five individuals who have already tendered claims to Defendants and are expected to opt out, of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than ten (10) business days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. NULLIFICATION OF AGREEMENT.

In the event: (i) the Court does not enter the Preliminary Approval Order and approve the Released Claims specified herein; (ii) the Court does not finally approve the Settlement as provided herein; (iii) Defendants exercise their option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in Paragraph 9 above; or (iv) the Settlement does not become final for any other reason (*e.g.*, following an objection by the LWDA), this Settlement agreement shall be null and void. A reduction of the Attorneys' Fees and Costs by the Court shall not be grounds for nullification of this Settlement. If the Settlement is nullified, any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect, and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties and any funds to be awarded under this Settlement Agreement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Administrator shall be paid equally by both Parties. The Parties agree that they will cooperate and take all steps necessary in order to obtain preliminary and/or final approval in the event that the Court raises issues or questions about this Settlement or anything pertaining to this Settlement (including, but not limited to, the Motion for Preliminary Approval and Motion for Final Approval).

11. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes (i) a request for approval of the PAGA settlement under Labor Code § 2699, subd. (l), (ii) a Proposed Final Approval Order, and (iii) a Proposed Judgment (collectively, “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven (7) calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

11.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement, as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

11.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If a reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any

additional Administrator's expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT.

If any amended judgment is required under Code of Civil Procedure § 384, the Parties will promptly work together, and in good faith, to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS.

13.1. No Admission of Liability. The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny, they violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract, violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local, or other applicable law.

13.2. Confidentiality. Neither Plaintiffs nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Plaintiffs and Class Counsel agree that, prior to Preliminary Approval of the Settlement, they will keep the terms of this Settlement confidential except for purposes of communicating with Plaintiffs and Class Members only. Plaintiffs shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From and after Preliminary Approval of the Settlement, Plaintiffs and Class Counsel may: (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities owed to Class Members, comment regarding the specific terms of the Settlement. In all other cases, Plaintiffs and Class Counsel agree to limit their statements regarding the terms of the Settlement, whether oral, written, or electronic (including the world wide web), to say the Action has been resolved and the Plaintiffs and Class Counsel are satisfied with the Settlement terms. Nothing in this Paragraph is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their ethical and fiduciary duties as Class Counsel, including, but not limited to, communicating with Class Members regarding the Settlement. This Settlement shall not be advertised or mentioned on any source, including Class Counsel's personal or firm website(s). To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

13.3. No Solicitation. The Parties separately agree that they and their respective counsel

and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment (but excluding any individuals whom Class Counsel separately represent). Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

13.4. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

13.5. Contractual Terms. Each term of this Agreement is contractual and not merely a recital.

13.6. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent that 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 effect 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 Steven J. Rottman, Esq. (mediator) to resolve such disagreement.

13.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

13.8. Representation Regarding Assignments. Plaintiffs represent that Plaintiffs have not assigned Plaintiffs' rights to any other person or entity.

13.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

13.10. Modifications. The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiffs; and (iv) signed and approved by an authorized officer of Defendants.

13.11. 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.

13.12. Applicable Law. All terms and conditions of this Agreement and any attached exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

13.13. Mutual Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

13.14. Invalidity of Any Provisions. 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.

13.15. Exhibits Incorporated by Reference. The terms of this Settlement include the terms set forth in any attached Exhibit, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

13.16. 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 and in the context of adversarial litigation, taking into account all relevant factors, present and potential. 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.

13.17. Captions. The captions, paragraph headings, paragraph numbers, section headings, and/or 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.

13.18. 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.

13.19. Enforcement Action. If 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 their reasonable attorneys' fees and costs, including expert witnesses fees incurred in connection with any enforcement action.

13.20. 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 by each Party. Further, Plaintiffs and Class Counsel warrant and represent that they are unaware of any liens on the Settlement Agreement.

13.21. Class Action Certification for Settlement Purposes Only. The Parties agree to

stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation for certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Settlement Agreement will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified, or (b) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

13.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, 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. Plaintiffs, and not Plaintiffs' representative(s), must personally execute this Settlement Agreement.

13.23. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from Defendants, unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

13.24. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or legal holiday, such date or deadline shall be on the first business day thereafter.

13.25. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, 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

13.26. No Third-Party Beneficiaries. There are no third-party beneficiaries who are to be benefited or who may enforce the terms of this Agreement.

13.27. W-4 and W-9 Forms. Plaintiffs and Class Counsel agree to provide completed and signed W-4 forms from Plaintiffs and W-9 forms from Plaintiffs and Class Counsel to Defense Counsel.

13.28. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by USPS mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:
Daniel F. Gaines, Esq.
Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362

To Defendants:
D. Creighton Sebra, Esq.
Lisa Reimbold, Esq.
CLARK HILL LLP
555 South Flower Street, 24th Floor
Los Angeles, CA 90071

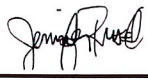
13.29. Execution in Counterparts. This Agreement is subject to the execution of all Parties and may be executed in one or more counterparts. All executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument and all of which taken together shall be construed as one document. The Parties expressly agree to the use of authorized electronic signature (e.g., DocuSign) or by facsimile and that such signatures shall be as legally binding as an original signature.

13.30. Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

13.31. Miscellaneous. The Parties have full authority to enter into this Agreement and to be bound by it. The Parties are voluntarily entering into this Agreement free of any duress or coercion.

[SIGNATURES ON FOLLOWING PAGE]

Dated: 11 / 21 / 2025

By: 
JENNIFER RUSSELL

Dated: 11 / 06 / 2025

By: 
SAMANTHA BACON

Dated: 1/6/2026

By: 
TRC ENVIRONMENTAL
CORPORATION

Dated: 1/6/2026

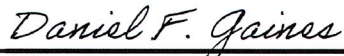
By: 
TRC FIELD SERVICES, INC.

Dated: 1/6/2026

By: 
TRC ENGINEERS, INC.

GAINES & GAINES, APLC

Dated: 11/24/2025

By: 
DANIEL F. GAINES
Attorneys for Plaintiffs

CLARK HILL LLP

Dated: 12/12/25

By: 
CREIGHTON SEBRA
LISA REIMBOLD
Attorneys for Defendants

EXHIBIT A

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

Russell, et al. v. TRC Environmental Corporation, et al.

Butte County Superior Court, Case No. 23CV00826

***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 money from an employee class action lawsuit (“Action”) against Defendants TRC ENVIRONMENTAL CORPORATION, TRC FIELD SERVICES, INC., and TRC ENGINEERS, INC. (collectively, “Defendants”) for alleged wage and hour violations. The Action was filed by former employees of Defendants, Jennifer Russell and Samantha Bacon (“Plaintiffs”) and seeks payment of (1) unpaid wages and other relief for a class of all past and present non-exempt employees of Defendants TRC Environmental Corporation and TRC Field Services, Inc. who worked in California during the Class Period (April 3, 2019 – July 20, 2025) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all past and present non-exempt employees of Defendants TRC Environmental Corporation and TRC Field Services, Inc. who worked in California during the PAGA Period (March 31, 2022 – July 20, 2025) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$XYZ (less withholding) and your Individual PAGA Payment is estimated to be \$XYZ.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked XYZ workweeks** during the Class Period and **you worked XYZ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either 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 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 and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. 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 Class 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 XYZ	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 Class 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 Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by XYZ	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 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 XYZ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on XYZ. 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, by telephone or by using the Court's 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 Workweeks/Pay Periods Written Challenges Must be Submitted by XYZ	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by XYZ. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay all minimum and overtime wages due, provide compliant meal and rest periods, or premium compensation in lieu thereof, reimburse all business-related expenses incurred, provide complete and accurate wage statements, and timely pay wages at separation of employment. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action: Gaines & Gaines, APLC ("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 Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end of the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. 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 Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay \$7000,000.00 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, the Class Representatives' Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. 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 \$245,000.00 (35% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$12,000.00 to each Plaintiff (\$24,000.00 total) as the Class Representatives' Service Awards for filing the Action, working with Class Counsel and representing the Class. The Class Representatives' Service Awards will be the only monies Plaintiffs will receive other than each Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. 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 (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% for penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class 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.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and 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 monies will be deposited with the California Controller’s Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **XYZ**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the **XYZ** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

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 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: 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 Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, 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 the Judgment is final and Defendants have fully funded the entire Gross Settlement Amount and Defendants’ share of payroll taxes on the Wage Portion of the Individual Class Payments, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

Participating Class Members shall release and discharge Released Parties from the Released Class Claims and any and all federal and California state law wage-and-hour claims, rights, demands, liabilities, and/or causes of action of every nature and description arising from any and all claims that accrued during the Class Period and that were alleged in, or could reasonably have been alleged in, the Operative Complaint based on the facts contained therein, including, without limitation, statutory, constitutional, contractual, and/or common law claims for wages, reimbursements, damages, unpaid costs, penalties (but specifically excluding any penalties under the California Labor Code’s Private Attorneys General Act of 2004, as amended, California Labor Code §§ 2699 *et seq.*), liquidated damages, interest, attorneys’ fees, litigation costs, restitution, or equitable relief. The Released Class Claims include, without limitation, California Code of Civil Procedure § 1021.5, California Labor Code §§ 201, 201.3, 202, 203, 226, 226.3, 226.7, 510, 512, 515, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198 and 2802, and any federal counterparts, California Code of Regulations § 11040, California Business and Professions Code §§ 17200, *et seq.*, any IWC Wage Orders, and any cause of action for (i) Failure to Pay All Minimum and Overtime Wages Due (Labor Code §§ 510, 1174, 1174.5, 1194, 1198, and 1194.2); (ii) Failure to Provide Rest Periods or Compensation In Lieu Thereof (Labor Code § 226.7; IWC Wage Order 4-2001); (iii) Failure to Provide Meal Periods or Compensation In Lieu Thereof (Labor Code §§ 226.7, 512, 1174, 1174.5, and 1198; IWC Wage Order 4-2001); (iv) Failure to Reimburse

All Business-Related Expenses (Labor Code § 2802); (v) Knowing and Intentional Failure to Comply With Itemized Employee Wage Statement Provisions (Labor Code § 266(a), (e)); (vi) Failure to Pay Wages Due At Separation of Employment (Labor Code §§ 201-203); and (vii) Violation of Business and Professions Code § 17200. This release is limited to periods of employment in a non-exempt position in California during the Class Period by Defendants TRC Environmental Corporation and TRC Field Services, Inc.

Upon entry of Judgment, Class Members are precluded from filing a wage and hour action under the FLSA against the Released Parties for claims and/or causes of action encompassed by the Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not permitted by law. In connection with the above Released Class Claims, and in consideration of Defendants' payment of the Gross Settlement Amount and Defendants' share of payroll taxes owed on the Wage Portions of Individual Class Payments, each and every Participating Class Member, including Plaintiffs, will be deemed also to have acknowledged and agreed that California Labor Code § 206.5 is not applicable to Defendants and the Participating Class Members because there is a good faith dispute as to whether any wages are due at all to any Class Member. California Labor Code § 206.5 provides, in pertinent part, as follows:

AN EMPLOYER SHALL NOT REQUIRE THE EXECUTION OF A RELEASE OF A CLAIM OR RIGHT ON ACCOUNT OF WAGES DUE, OR TO BECOME DUE, OR MADE AS AN ADVANCE ON WAGES TO BE EARNED, UNLESS PAYMENT OF THOSE WAGES HAS BEEN MADE.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the entire Gross Settlement Amount, and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

Plaintiffs, all Aggrieved Employees, and the State of California shall be deemed to have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from any and all claims, demands, rights, liabilities, and/or causes of action for penalties under PAGA that accrued during the PAGA Period and that were asserted in Plaintiffs' PAGA Notice or the Operative Complaint as well as those that could reasonably have been alleged in the Action based on the facts contained in Plaintiff's PAGA Notice or the Operative Complaint, including, without limitation, Labor Code §§

201-202, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1198, and 2802, and the applicable Industrial Welfare Commission Wage Order(s). Plaintiffs and the Aggrieved Employees shall be deemed to have acknowledged and agreed that their claims in this Action are disputed, and that the payments to them set forth in this Agreement constitute payment of all sums allegedly due to them arising from the PAGA claims and constitute settlement of all PAGA claims. This release is limited to periods of employment in a non-exempt position in California during the PAGA Period by Defendants TRC Environmental Corporation and TRC Field Services, Inc.

Nothing in this Agreement is intended to or shall preclude Plaintiffs and Aggrieved Employees from filing a complaint and/or charge with any appropriate federal, state, or local government agency and/or cooperating with said agency in its investigation. Plaintiffs and Aggrieved Employees retain the right to file a charge with, and to participate in an investigation conducted by, any appropriate government agency charged with enforcement of any law and the right to engage in concerted activity granted by Section 7 of the National Labor Relations Act. Plaintiffs and Aggrieved Employees, however, shall not be entitled to receive any civil penalties for the Released PAGA Claims in connection with any complaint or charge brought against any Released Party for claims arising on or before the date Plaintiffs execute this Agreement, without regard as to who brought said complaint or charge.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$12,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until **XYZ** to challenge the number of Workweeks and/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. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Workweek and/or 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 shall be consistent with the terms of the Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods, subject to the Court's review upon request by any Party, Class Member or Aggrieved Employees.

Any disputes not resolved by the Administrator concerning the administration of the Settlement will be resolved by the Court, under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of involving the Court.

5. HOW WILL I GET PAID?

1. 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 Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee 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?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Russell, et al. v. TRC Environmental Corporation, et al.*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by XYZ, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

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 XYZ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representatives' Service Awards. 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.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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 XYZ.** 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 *Russell, et al. v. TRC Environmental Corporation, et al.*, and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign 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 (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 XYZ at XYZ in Department 1 of the Butte Superior Court, located at 1775 Concord Avenue, Chico, CA 95928. 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) either personally or virtually. Check the Court's website for the most current information.

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 the Butte County Superior Court's website at <https://www.butte.courts.ca.gov/online-services/case-information>, clicking "Case Search" and entering the Case Number for the Action, Case No. 23CV00826. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

Additionally, the Administrator will maintain a website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Final Approval, and the Judgment. The Administrator will post the Final Approval and Judgment online for a period of not less than ninety (90) days following entry thereof. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

The link to the website is: XYZ.

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

Class Counsel:

Gaines & Gaines, APLC
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
office@gaineslawfirm.com
(866) 550-0855

Settlement Administrator:

Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

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. If your check is already void you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

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 C