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.

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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.

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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.

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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 (Thiry 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.

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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

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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

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($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.

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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 last 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

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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.

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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,

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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

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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.

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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 RELIEF UPON AS, TAX ADVISE 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 ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'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

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Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code § 2699, subd. (l)(1)), and this Agreement (Labor Code § 2699, subd. (l)(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.

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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.

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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.

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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

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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).

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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

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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 of 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

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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.

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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

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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:

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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]

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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
DANIEL F. GAINES
Attorneys for Plaintiffs

CLARK HILL LLP

Dated: 12/12/25

By:
CREIGHTON SEBRA
LISA REIMBOLD
Attorneys for Defendants

Doc ID: 37b8154609cb0eec30c820d65080b28f8f43538

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.

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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.

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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.

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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

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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.

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7. <u>The Proposed Settlement Will be Void if the Court Denies Final Approval.</u> 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. <u>Administrator.</u> 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. <u>Participating Class Members' Release.</u> 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

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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 §§

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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

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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.

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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.

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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.

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