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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

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

Plaintiffs,

vs.

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

Defendants.

Case No.: CVRI2201822

DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Hearing Information:

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

DECLARATION OF DEVIN RAUCHWERGER

I, Devin Rauchwerger, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California, and I am a partner at Domb & Rauchwerger LLP ("Class Counsel") attorneys of record for Plaintiffs Efren Sanchez, May Quach, and Jesse Coria ("Plaintiffs" or "Class Representatives") and the proposed settlement class (the "Class") in the above-captioned matter. Except as otherwise indicated, I have personal knowledge of all matters set forth herein and, if called as a witness, could and would competently testify thereto under oath. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement (the "Motion").

2. Attached hereto as **Exhibit 1** is a true and correct copy of the Joint Stipulation of Class and Representative Action Settlement and Release in this matter (the "Settlement Agreement") signed by all parties.

3. EASE is a company that administers different energy savings programs for SCEC and SCGC (SCEC and SCGC are collectively referred to as the "Utility Companies"). The Utility Companies implement various state programs to provide energy-saving home improvements, installations, or upgrades at no cost whatsoever to low-income households. These free, energy-efficient programs could include HVAC system upgrades or replacements, refrigerators or glass replacements, water heater repair or replacements, upgrades to faucets or showerheads, and free energy efficient light bulbs. EASE' employees (the Class Members) administer these programs on behalf of the Utility Companies by going door to door to determine whether the households are eligible for the energy savings programs and reporting that information back to the Utility Companies.

4. Plaintiffs' theory of liability in the case was two-fold, although admittedly, Plaintiffs believed the first theory of liability was significantly stronger than the second. First, during a significant portion of the Class period, EASE did not reimburse the Class Members for mileage driven in their personal vehicles. Second, Plaintiffs alleged that EASE misclassified its employees as outside salespersons, and therefore did not pay its employees for all

minimum/overtime wages owed, and did not provide premiums for missed meal or rest breaks, all of which created derivative violations stemming from the misclassification. Plaintiffs' contention was that, while the Class Members did go door-to-door as typical outside salespeople do, they were not actually selling anything to the households and therefore should have been classified as non-exempt employees.

5. Plaintiffs ultimately filed three separate cases against Defendants over several years. The original pleadings, and first phase of the case, only named EASE as a Defendant and did not include the Utility Companies or the individual Defendant owners of EASE. On May 6, 2022, Plaintiff Sanchez filed the above-entitled civil complaint alleging eight causes of action against EASE for: (1) Violation of Cal. Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime), (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid), (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment), (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses), and (8) Violation of Cal. Business & Professions Code § 17200, et seq.

6. On July 6, 2022, Plaintiff Coria submitted a letter to the Labor and Workforce Development Agency alleging that EASE engaged in various violations of the California Labor Code. On September 9, 2022, Plaintiff Coria filed a separate Representative Action Complaint in Los Angeles County Superior Court, Case Number 22STCV29394 (the "*Coria Action*").

7. Plaintiff Sanchez and Coria along with Defendant EASE agreed to attend mediation with Hon. Steven Denton (Ret.) on December 15, 2022, and then had a second day on December 28, 2022. Leading up to mediation, the parties engaged in a significant amount of informal discovery. Defendant EASE provided my office with the addresses of all the households that Class Members visited each day so that my office could calculate the amount of mileage that my office contended each Class Member was owed. EASE also provided pay records for all the Class Members, as well as various policy documents, along with contact information for all Class

Members. EASE also provided my office with extensive financial documents, including tax returns, to demonstrate the financial condition of EASE and its need for a financial discount as part of the settlement process.

8. My office also learned during the informal discovery process that EASE engaged in various Pick-Up-Stix attempts between June 1, 2022 and July 31, 2022. My office learned that Defendant EASE first obtained releases with its current employees, and then later attempted to obtain individual releases with its former employees. In addition to the five employees who were still working for EASE as of June 1, 2022, there were an additional 8 former employees who signed Pick-Up-Stix agreements.

9. My office spoke with and obtained declarations from several Class Members as part of the pre-mediation process. These declarations were used to: 1) explain how the employees did not receive all minimum/overtime wages, meal breaks, rest breaks, mileage reimbursement, etc., and 2) demonstrate that the Class Members were not provided with sufficient information about the lawsuit when Defendant EASE presented them with the Pick-Up-Stix agreements, in order for the Class members to have made an informed decision about whether to accept the individual settlement agreement.

10. The Parties participated in a full-day mediation with Hon. Steven R. Denton (Ret.) on December 15, 2022. The Parties agreed to use Judge Denton (Ret.) based on his excellent skills and experience as a mediator and judge in wage-and-hour class actions such as this one. The Parties were not able to resolve the case at the first day of mediation, but agreed that a second day would be useful for the Parties to consider all the arguments and evidence. The Parties reconvened for a second day of mediation a few weeks later on December 28, 2022 and were able to reach an agreement on the second day of mediation to resolve the matter for $300,000, which took into account the strengths of the claims, the financial condition of Defendant EASE, and the costs/risks to the Parties of continued litigation.

11. The Parties spent the next six months negotiating the long form agreement until June 19, 2023, when counsel for EASE informed my office that, given EASE's continued financial difficulties, it could not honor the agreed upon settlement.

12. As a result of the breakdown in the settlement, on June 30, 2023, Plaintiff Quach submitted a letter to the Labor and Workforce Development Agency alleging various violations of the California Labor Code against all Defendants, including EASE's owners (Todd Allred and Jennifer Allred), as well as Defendants SCEC and SCGC.

13. On July 5, 2023, Plaintiff Quach filed a separate Class Action Complaint in Riverside County Superior Court, Case Number CVRI2303393, against all of the presently named Defendants, alleging (1) Violation of Cal. Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime), (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) Violation of Cal. Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages), (5) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid), (6) Violation of Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment), (7) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses), and (8) Violation of Cal. Business & Professions Code § 17200, et seq. (the "*Quach Action*").

14. On July 18, 2023, the Parties filed a joint statement with this Court, updating the Court on the status of the breakdown in the settlement, the Parties desire to proceed with discovery, and the upcoming hearing on September 20, 2023 on Plaintiffs' motion to amend the Complaint to add in additional Defendants including Todd Allred, Jennifer Allred, SCEC and SCGC. Based on the joint statement, the Court continued the status conference to September 20, 2023. On August 7, 2023, my office filed an *Ex Parte* application to lift the discovery stay prior to the September 20, 2023 status conference. The Court issued an Order the same day, continuing the *Ex Parte* to August 15, 2023 and requesting the Parties meet and confer on a discovery plan. The Parties subsequently filed a joint discovery plan with the Court prior to the August 15, 2023 *Ex Parte* hearing. At the hearing, the Court granted the *Ex Parte* application in part, lifting the discovery stay with respect to written discovery relating to class certification only. That same day, my office served written discovery on Defendant EASE, including a set of form interrogatories-general, special interrogatories, and requests for production of documents.

15. On September 7, 2023, Plaintiff Sanchez added Defendants Todd Allred, Jennifer

Allred, SCEC and SCGC as Doe Defendants in the present case.

16. On September 25, 2023, Defendant EASE served responses to the discovery requests propounded by Plaintiff Sanchez. On November 14, 2023, Plaintiff Sanchez filed motions to compel further responses from Defendant EASE as to the interrogatories and requests for production.

17. The Parties collectively began having additional settlement discussions in late 2023. As a result of these discussions, on January 9, 2024, the Parties submitted a joint stipulation to stay the present case pending the potential settlement. On January 11, 2024, my office withdrew the motions to compel further responses that had been on calendar, given the Parties potential resolution of the matter.

18. The Parties spent the past two years having extensive discussions over the nature and language of the settlement agreement, ultimately agreeing on a settlement in which Defendant EASE would fully fund the GSA, while providing collateral as to a certain portion of the GSA based on a secondary home owned by Todd Allred and Jennifer Allred, with Defendants SCEC and SCGC agreeing to step in and pay up to a certain amount as outlined in the Settlement Agreement if the GSA is not fully funded by Defendant EASE. The Parties' settlement discussions included Defendant EASE engaging separate financial/bankruptcy counsel to take part in the settlement discussions and negotiations, to provide input with respect to the amount and timing of payments that Defendant EASE could realistically make. Defendant EASE also had discussions with the Utility Companies regarding general business contract terms since Defendant EASE's financials are based entirely on its business with the Utility Companies. There were also details of the settlement agreement that had to be worked out between the different Defendants. Finally, there were occasions when it appeared that the deal might fall apart for a second time due to EASE's financial concerns. Ultimately, the long form settlement agreement was fully executed on September 9, 2025. The Parties thereafter worked on and negotiated the Class Notice Packet, which Plaintiffs now request approval for as part of this motion.

19. On February 11, 2026, per the terms of the Settlement Agreement, Plaintiffs submitted a Stipulation for Leave to File a First Amended Complaint ("FAC"), in order to

consolidate all three actions, along with the FAC itself. The Court signed and filed the Order granting leave to file the FAC on March 12, 2026. Pursuant to the Court's Order, Plaintiffs filed the FAC on March 17, 2026, and are awaiting the Court's acceptance of the FAC.

20. The Settlement meets all these criteria, including having been reached through an arms-length negotiation by way of a mediator, having a sufficient investigation conducted to determine the settlement is fair, and being agreed to by counsel who all have extensive experience with class actions.

21. I anticipate very few persons wishing to object to or opt out of the Settlement, and any objections or opt outs would likely be the result of unique issues associated with the individual seeking to opt-out.

22. As discussed above, Plaintiffs originally filed three separate cases including the present case, a PAGA case on behalf of Plaintiff Jose Coria, and a Class and PAGA case on behalf of May Quach. The First Amended Complaint filed in the present matter combines the claims of all three Plaintiffs. Plaintiffs and counsel are not aware of any other claims or lawsuits filed against Defendants on behalf of EASE employees.

23. Based on the foregoing data and my own independent investigation and evaluation, I believe that the settlement with Defendants for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable, adequate, and is in the best interest of the Class in light of all known risks, facts and circumstances. These risks include: the risk of significant delay in class members receiving any type of funds, particularly if Defendant EASE was to declare bankruptcy; the fact that Defendant EASE already attempted to obtain releases from Class Members, and the potential for the Court to reduce PAGA penalties.

24. While the case continued to be litigated for several years after mediation, the Parties still ultimately agreed on the same number that was agreed upon at mediation.

25. The key data points and associated documentation upon which I relied in analyzing Defendants' potential exposure are listed as follows:

- Total Class Size: Approximately 31 individuals.
- Total number of compensable miles driven by Class Members during the Class

Period of May 6, 2018 to December 28, 2022: 707,278.13

- Total number of workweeks worked by Class Members during the Class Period: approximately 1,752
- Total Aggrieved Employees: approximately 10.
- Total number of Pay Periods for PAGA members from July 5, 2021 to December 28, 2022: approximately 115.

26. Defense counsel provided my office with the routes driven by class members each day during the Class Period. Using google maps, my office was able to determine the miles driven by each employee per day for the entire class period. My office defined a "compensable mile" as all miles driven by the Class Members, except for the first 30 miles driven from their home to the first job site or for the first 30 miles driven from the last job site to their home. Using these parameters, my office determined that the Class Members drove approximately 707,278.13 miles during the class period. My office then used a blended rate of the IRS reimbursement rates from 2018 through 2022, which equated to 57.3 cents per mile. Multiplying the two figures leads to liability of $405,270.37.

27. Plaintiffs allege that they were not separately compensated for non-productive time, including for rest breaks, given their classification as outside salespersons. To determine total estimated liability for this claim, my office assumed that Class Members had 20 minutes of non-productive time per shift with approximately four shifts per week, for a total of 80 minutes of non-productive time per week. My office also assumed a regular rate of $25 per hour, which was the rate employees were paid for training time. Utilizing these figures, along with the estimated 1,752 workweeks, the total estimated liability for these claims is $58,400.

28. There are significant risks related to proving the minimum/overtime wage claims on a class basis. Because of their classification as outside salespersons, the employees do not have records of the exact hours they worked, which could create individualized issues. Furthermore, this claim is contingent on the Class Members demonstrating that they were actually misclassified as outside salespersons.

29. Plaintiffs contend that they and the Class Members routinely did not receive lawful

and compliant meal periods, nor were they paid meal period premiums when a meal period was missed, short or delayed. The range of this claim depends on the number of meal periods that Class Members were denied as a result of Defendants' policies. This claim is also dependent upon the Class Members demonstrating that they were misclassified as outside salespersons.

30. Plaintiffs alleged that, even though they were in the field all day, they routinely did not receive meal breaks that were at least 30 minutes in length, taken before the end of the fifth hour, and that were uninterrupted. Estimating that each Class Member did not receive a compliant meal break twice per week, and using an hourly rate of $25, the amount owed to Class Members for missed meal breaks is approximately $87,600.

31. There are several risks related to the meal break claim. First, Plaintiffs will have to demonstrate that they were misclassified as outside salespersons. Even if they succeed at demonstrating they were misclassified, there are no records to demonstrate when Class Members did or did not take a compliant meal break, and Defendants argued that employees were free to make their own schedule and therefore take lunch for however long and whenever they chose to take it. As such, there could be individualized issues that make the claim inappropriate for class certification.

32. Plaintiffs also contend that they did not always receive lawfully compliant rest periods due to their scheduled appointments with homeowners. Estimating that each Class Member did not receive a compliant rest break twice per week, and that the hourly rate for each employee is $25, Defendants' reasonable exposure to the Class for missed rest breaks is $87,600.

33. Similar to the meal break claim, the rest break claim also depends on Plaintiffs demonstrating that they and the other Class Members were misclassified as outside salespersons.

34. Plaintiffs contend that due to not being paid for all non-productive time and lack of premium pay for purportedly noncompliant meal/rest periods and/or accurate calculation and payment of wages, the Class Members' wage statements were not accurate.

35. There were approximately 10 individuals who worked approximately 115 pay periods during the one-year statute of limitations. Assuming the 10 employees received $50 for the first 10 pay periods and then $100 for the remaining 105 pay periods, the total penalties owed

by Defendants would be $11,000.

36. Based on information and data provided by Defendant EASE, there were approximately 25 former employees who worked during the three-year statute of limitations. Using the hourly rate of $25, the potential exposure for waiting time penalties is $150,000 ($25/hour x 8 hours/per x 30-day maximum x 25 separated employees).

37. There were approximately 115 pay periods worked by employees during the PAGA period. Assuming that no penalty "stacking" will apply (i.e. the imposition of multiple penalties per pay period) and that the Court will use the violation rate of $100 per pay period, potential PAGA penalties equal $11,500. Plaintiffs' PAGA claims are also predicated on the violations described above, and thus subject to the same disputes and defenses.

38. Pursuant to California Labor Code section 2699(l), the Settlement Agreement, this motion, and all supporting papers have been provided to the Labor and Workforce Development Agency and a true and correct copy of the proof of service is attached hereto as **Exhibit 2**.

39. Based on the above estimates, the total amount of possible damages that the class could be awarded at trial, including PAGA penalties, is approximately $802,745.37. This takes into account 25% of the total PAGA penalties that would be awarded to the PAGA members, since 75% of the fees go to the LWDA. However, after taking into account the strengths and weaknesses of each claim, the unique risks associated therewith, the general risks associated with litigating the case, and the significant additional costs and expenses that would be incurred by both sides in litigating the Action through class certification, trial, and appeals, Class Counsel's assessment of this case is that payment of $300,000.00 is an excellent result that provides the class with substantial recovery.

40. While Defendants reserve all rights to dispute Plaintiffs' ability to satisfy any of these requirements, the Parties agree that for purposes of settlement, Defendants will not raise such a dispute.

41. The class consists of approximately 31 members with specifically identifiable information. Here, the class is sufficiently numerous and there is a common interest to many persons as this claim will confer significant benefits to those persons. Furthermore, it would be

impracticable to bring all of them before the Court on an individual basis. Moreover, the Class is readily ascertainable as Defendants are in possession of contact information for its current and former employees via regularly maintained employment records.

42. Here, the common questions of law and fact clearly exist, as the underlying dispute involves Defendants' employment policies and practices which affected all the employees in the proposed Class.

43. I graduated from USC School of Law in 2010. After law school, I was an Associate Attorney at Lawyers for Justice, PC, the Mathews Law Group, the Rager Law Firm, McCune & Harbor, Jackson Lewis LLP and Fisher & Phillips LLP, before becoming a Partner at Fisher & Phillips LLP. During my career, I have represented numerous clients in class action litigation.

44. I have represented both plaintiffs and defendants in numerous class actions and other complex matters. These matters include, but are not limited to:

- *Eduardo Gaa, et al. v. Intercare Holdings Inc., et al*., Los Angeles County Superior Court Case No. BC489800*;*
- *Vikki Allen v. Covenant Security Services,* Los Angeles County Superior Court Case No. 18STCV08573*;*
- *Angel Caracoza v. Ashley Furniture Services, Inc.,* San Bernadino County Superior Court Case No. CIVSB2118827;
- *Francisco Schiller v. Ashley Distribution Services, LTD et. al.*, San Bernadino County Superior Court Case No. CIDVS2014776*;* US District Court for the Central District of California, Case No. 5:2020-cv-02662*;*
- *James Thomas v. Crothall Healthcare, Inc.,* San Francisco County Superior Court Case No. CGC-18-*566489;*
- *George Gonzalez v. Ashley Furniture Industries, Inc.,* San Bernadino County Superior Court Case No. CIVDS2017425*;*
- *Cruzelma Martinez, et. al. v. Burger Rehabilitation Systems, Inc.,* Sacramento County Superior Court Case No. 34-2020-00286930;

- *Sabrina Cook v. Excelsior Charter Group, et al.,* San Bernardino County Superior Court Case No. CIVSB2220219;
- *Terrica Brown v. Sunny Rose Glen, LLC*, Riverside County Superior Court Case No. CVRI2101016;
- *George Martinez, et al. v. Northwest Exteriors, Inc.,* Sacramento County Superior Court Case No. 34-2022-00318192.
- *Darrell Alexander, et al. v. Farmdale Creamery, Inc.,* San Bernardino County Superior Court Case No. CIVSB2205382
- *Charmeine Velazquez, et al. v. Ettie Lee Homes, Inc.,* Los Angeles County Superior Court Case No. 22STCV19234;
- *Esmeralda Maken, et al. v. Ascencia,* Los Angeles County Superior Court Case No. 22STCV13406;
- *Juan Rojas Contreras, et al v. Asphalt Fabric and Engineering, Inc.*; Los Angeles County Superior Court Case No. 21STCV40362;
- *Linda Medina, et al. v. Easy Health, Inc., et al.*; Los Angeles County Superior Court Case No. 23SMCV04232;
- *Desiree Vasquez, et al. v. Your Home Nursing Services, Inc.;* Napa County Superior Court Case No. 22CV000508;
- *Jessica Raye Lucia, et al. v. Summitview Child & Family Services;* El Dorado County Superior Court Case No. 22CV0636;
- *David Frederick Bitonti, et al. v. Teen Road To Safety, Inc., et al.*; Orange County Superior Court Case No. 30-2023-01333703-CU-OE-CXC;
- *Tremain Johnson, et al. v. Weckworth Electric Group, Inc., et al.*; Alameda County Superior Court Case No.: 21CV001491;
- *Steve Batta, et al. v. So Cal Elite Traffic;* San Bernardino County Superior Court Case No.: CIVSB2126086;
- *Maritza Gutierrez, et al. v. La Clinica de la Raza, Inc.;* Alameda County Superior Court Case No.: RG19010781;

- *Lizette Ruelas v. LY Brothers Corporation, et al.;* Alameda County Superior Court Case No.: RG19001774;
- *Jose Vazquez v. ETS Express, Inc., et al.;* Ventura County Superior Court Case No.: 56-2020-00545435-CU-OE-VTA;
- *Rufus McWilliams v. Karma Automotive, LLC, et al.;* Riverside County Superior Court Case No.: CVRI2102922;

45. I am qualified to evaluate the risks and benefits of both litigation and settlement in this matter and recommend this Settlement as fair and reasonable to the Class.

46. To the best of my knowledge, neither the Plaintiffs nor I have any conflicts of interest with the absent Class Members. I believe that Plaintiffs will be adequate Class Representatives. Plaintiffs and the Class Members have strong and co-extensive interests in this litigation because they all worked for Defendants during the relevant time period, suffered the same alleged injuries from the same alleged course of conduct, and there is no evidence of any conflict of interest between the Plaintiffs and the Class Members. Moreover, Plaintiffs have demonstrated commitment to the Class by, among other things, retaining experienced counsel, providing counsel with documents and extensively speaking with counsel to assist in identifying the claims asserted in this case, meaningfully participating in the mediation, and exposing themselves to the risk of attorneys' fees and costs awarded against them if this lawsuit had been unsuccessful.

47. The estimated Net Settlement Amount of $112,500 is calculated by taking the $300,000.00 Gross Settlement Amount and subtracting: the requested attorneys' fees of 40% of the Gross Settlement Amount ($120,000.00), reimbursement of litigation costs (in the maximum amount of $14,000.00), Class Representative Enhancement Payments totaling $17,500.00 to named Plaintiffs, Settlement Administration Costs of up to $7,000.00, PAGA Settlement Amount of $25,000.00, and the Settlements paid to David Lopez and Gerardo Zaragoza in the amount of $4,000. This means $70,600 will be distributed to the Class Members, in addition to amounts any of them already received from the Settlement Offset Payments.

48. The Parties agree that the formula for allocating the Individual Settlement

Payments to Participating Class Members is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons, in light of the uncertainties regarding the calculation of alleged wages, penalties, interest, and expense reimbursement to each Settlement Class Member.

I declare under penalty of perjury under the laws of the United States and the State of California that the foregoing is true and correct. Executed on April 1, 2026, in Orange County, California.

Devin E. Rauchwerger

EXHIBIT 1

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JENNIFER ALLRED

Additional Counsel on Next Page

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

EFREN CARLOS SANCHEZ, JESSE CORIA, and MAYWEATHER QUACH, individually and on behalf of others similarly situated, Plaintiff, v. ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA, a California corporation; TODD ALLRED, an individual; JENNIFER ALLRED, an individual; SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation; SOUTHERN CALIFORNIA GAS COMPANY, a California corporation; and DOES 5 through 50, inclusive, Defendants.	Case No.: CVRI2201822 *Assigned for all purposes to the Honorable Harold W. Hopp, Dept. 10* **<u>CLASS ACTION</u>** **JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT AND RELEASE** Complaint Filed: May 6, 2022 Trial Date: None set

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class & Representative Action Settlement and Release ("Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiffs Efren Carlos Sanchez, Jesse Coria and Mayweather Quach ("Plaintiffs" or "Class Representatives"), as individuals and on behalf of all others similarly situated and all aggrieved employees, and Defendants Environment Assessment Services & Education of California ("EASE"), Southern California Edison Company ("SCEC"), Southern California Gas Company ("SCGC"), and Todd Allred and Jennifer Allred (the "Allreds")

DEFINITIONS

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

1. "Action" means, collectively, the actions entitled *Efren Carlos Sanchez, on behalf of himself and all others similarly situated v. Environment Assessment Services & Education of California, Riverside County Superior Court Case No. CVRI2201822*); *Jesse Coria, individually and on behalf of other aggrieved employees, v. Environment Assessment Services & Education of California, Los Angeles County Superior Court Case No. 22STCV29394 ("Coria Action");* and *Mayweather Quach, individually and on behalf other aggrieved employees v. Environmental Assessment Services & Education of California, et al, Riverside Superior Court Case No. CVRI2303393 ("Quach Action")*. The Parties have agreed that the Complaint filed by Efren Carlos Sanchez will be amended to add Jesse Coria and Mayweather Quach as plaintiffs and SCEC, SCGC, Todd Allred and Jennifer Allred as Defendants, and include those claims asserted in the Coria Action and Quach Action. The Coria Action and Quach Action will then be stayed, to the extent they have not already been stayed, pending a final Judgement from the Court on the *Sanchez* matter after final approval. The Coria Action and Quach Action will then be dismissed, with prejudice, within five (5) business days of the Administrator's receipt of all funds owed pursuant to this Agreement. All parties agree that no actions will be taken in the Coria Action and Quach Action pending Final Approval.

2. "Attorneys' Fees" and "Costs." "Attorneys' Fees" means attorneys' fees agreed upon by

the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action. "Costs" means out-of-pocket costs incurred and to be incurred by Class Counsel in the Action (including costs not otherwise provided by Cal. Civ. Proc. Code § 1033.5, such as expert witness fees, courier fees, software for data collection and processing, mediation fees, and travel-related costs and expenses), such as costs associated with documenting the Settlement, providing any notices to the Court as part of the Settlement or Court order, securing the Court's approval of the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request Attorneys' Fees not in excess of forty percent (40%) of the Gross Settlement Amount, which equates to One Hundred and Twenty Thousand Dollars ($120,000.00). In addition, Class counsel will request Costs, which means those costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to Fourteen Thousand Dollars ($14,000). In addition, Class Counsel will request costs of administering the settlement, at the quoted amount of $5,795 but in no event to exceed $7,000, subject to the Court's approval. Defendants agree not to oppose Class Counsel's requests for Attorneys' Fees, Costs, and requests for costs of administrating the settlement as set forth above. Class Counsel agree that the Court's ruling regarding "Attorneys' Fees" and "Costs," shall be final and shall not provide grounds for withdrawing from this settlement or filing an appeal.

3. "Class Counsel" means Counsel for Plaintiffs, Zack I. Domb and Devin E. Rauchwerger of Domb & Rauchwerger LLP.

4. "Class List" means a complete list of all Class Members and PAGA Settlement Members that EASE will diligently and in good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's and PAGA Settlement Member's full name; most recent mailing address, telephone number, and personal and work email addresses; Social Security number; dates of employment; the respective number of Class Workweeks and PAGA Workweeks for each Class Member; and the number of miles driven by each Class

Member.

5. "Class Member(s)" or "Settlement Class" means all persons employed by EASE as an Assessor, Home Energy Specialist, Community Outreach Specialists, and Weatherization Technician in California from May 6, 2018 to December 28, 2022. Class Member(s) includes individuals who meet the requirements above but who signed individual settlement/severance agreements after May 6, 2022, as Plaintiff alleges those individuals did not receive all pertinent information which they should have been provided in order to knowingly enter into a Pick-Up-Stix settlement agreement. However, David Lopez and Gerardo Zaragoza, who otherwise would have been Class Members, signed settlement agreements after speaking with Plaintiff's counsel and being informed of their rights, and as such, their settlement agreements are enforceable, they are not considered Class Members, and they will not receive compensation as part of this lawsuit. There are believed to be roughly 31 Class Members.

6. "Class Period" means the period from May 6, 2018, to December 28, 2022.

7. "Class Representative Enhancement Payments" means the amounts to be paid to Plaintiffs Efren Carlos Sanchez, Jesse Coria, and Mayweather Quach in recognition of their effort and work in prosecuting the Action on behalf of Class Members, and for their general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of Class Representative Enhancement Payments of Seven Thousand Five Hundred Dollars ($7,500) for Plaintiff Efren Carlos Sanchez, Five Thousand Dollars ($5,000) for Plaintiff Jesse Coria, and Five Thousand Dollars ($5,000) for Plaintiff Mayweather Quach. Defendants do not and will not object to Plaintiffs' request in this amount or any lesser amount.

8. "Court" means the Riverside County Superior Court.

9. "Defendants" mean EASE, SCEC, SCGC, and the Allreds.

10. "Effective Date" means the later of: (i) if no timely objections are filed, or are withdrawn prior to Final Approval, then the date of Final Approval; or (ii) if a Class Member files an

objection to the Settlement, the Effective Date shall be the sixty-first (61) calendar day after the date of Final Approval, provided no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, then the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement. If, however, a motion to vacate the judgment or notice of intent to move to vacate the judgment is filed within 15 calendar days after entry, then the Effective Date will be the sixty-first (61) calendar day following the Court's order denying the motion to vacate and no appeal is filed therefrom, or if an appeal is filed, the Effective Date will be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari). If a motion to vacate is filed prior to the mailing of Class Members' settlement payments, then the administration of the settlement will be stayed, and the Settlement Administrator will return the Class Settlement Amount to Defendants.

11. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement.

12. "Gross Settlement Amount" means the Gross Settlement Amount of Three Hundred Thousand Dollars ($300,000) less the Settlement Offset Payments, to be paid by EASE in full satisfaction of all Released Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, Attorneys' Fees and Costs to Class Counsel, the Class Representative Enhancement Payments to Plaintiffs, the PAGA Settlement Amount, and Settlement Administration Costs to the Settlement Administrator. This Gross Settlement Amount has been agreed to by Plaintiffs and EASE based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants. The Parties will include credits towards the Gross Settlement Amount for previous payments already made to Class Members after May 6, 2022 in accordance with the terms outlined in paragraph 43(d) ("Settlement Offset Payments").

EASE represents that the Settlement Offset Payments equal forty-five thousand nine hundred dollars and zero cents ($45,900.00), however this amount will be verified by Plaintiff's Counsel and the Administrator. The total amount paid by EASE in full settlement under this Agreement shall not exceed the Gross Settlement Amount less the Settlement Offset Payments.

13. "Individual Settlement Payment" means each Participating Class Member's respective share of the Net Settlement Amount.

14. "Individual PAGA Payment" means each of the PAGA Settlement Member's respective share of the PAGA Settlement Amount that is distributed to the PAGA Settlement Members.

15. "Mileage" or "Mile(s)" as used herein shall refer to each mile driven by the Class Members and PAGA Settlement Members while using their personal vehicles for work-related purposes during the Class Period, excluding up to 30 miles driven to the first job site or 30 miles driven after the last job site. All Class Members will be credited with at least one mile.

16. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement Amount, the Settlement Administration Costs and the amounts paid as individual settlements to David Lopez and Gerardo Zaragoza. The Net Settlement Amount will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Amount to Defendants.

17. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must: (i) include the case name (*Efren Carlos Sanchez, on behalf of himself and all others similarly situated v. Environment Assessment Services & Education of California*) and case number (*Riverside County Superior Court Case No. CVRI2201822*), (ii) be submitted to the Court either by mailing the objection to: Clerk of the Court, Superior Court of California, County of Riverside, 4050 Main Street, Riverside, California 92501, or by filing in person at the

same location; (iii) also be mailed to the Settlement Administrator; (iv) be filed or postmarked on or before the Response Deadline, (v) include the objector's full name, signature, address, and telephone number, (vi) include a written statement of all grounds for the objection and any legal support for such objection; (vii) include copies of any papers, briefs, or other documents upon which the objection is based (if any); and (viii) include a statement whether the objector intends to appear (or not appear) at the final fairness hearing. Any Class Member who does not submit a timely written objection to the Settlement may still appear at the Final Approval Hearing (in person or telephonically) and make an objection. Any Class Member who fails to comply with the requirements of this section, will be foreclosed from objecting to the Settlement and seeking any adjudication or review of the Settlement, by appeal or otherwise.

18. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form attached as **Exhibit A**. The Notice Packet will also include a URL to the website maintained by the Settlement Administrator that will have links to the Notice Packet, Settlement Agreement, and Preliminary Approval Order. The Notice Packet will advise Class Members that the Final Approval order and Judgment will be posted to the website maintained by the Settlement Administrator related to the Settlement.

19. "PAGA Settlement Amount" means Twenty Five Thousand Dollars ($25,000) of the Gross Settlement Amount that is allocated to the resolution of PAGA Settlement Members' claims arising under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars ($18,750), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency, and Twenty-Five Percent (25%), or Six Thousand Two Hundred and Fifty Dollars ($6,250), of the PAGA Settlement Amount will be distributed to the PAGA Settlement Members. There will be no reversion of the PAGA Settlement Amount to Defendants.

20. "PAGA Settlement Members" has the same definition as the Class Members during the

PAGA Settlement Period.

21. "PAGA Settlement Period" means July 5, 2021, to December 28, 2022.

22. "Parties" means Plaintiffs and Defendants collectively.

23. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

24. "Plaintiffs" means Plaintiffs Efren Carlos Sanchez, Jesse Coria, and Mayweather Quach.

25. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

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

wage payment laws, including wage orders, and common law theories against Released Parties.

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

28. "Released Parties" means Defendants, their former, present and future officers, directors, employees, administrators, fiduciaries, trustees and agents, attorneys, predecessors, successors, parents, affiliates, and subsidiaries and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, attorneys, insurers and reinsurers.

29. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must: (i) include the case name (*Efren Carlos Sanchez, on behalf of himself and all others similarly situated v. Environment Assessment Services & Education of California*) and case number (*Riverside County Superior Court Case No. CVRI2201822*); (ii) set forth the name and last four digits of the Social Security Number of the Class Member (in the events of duplicate Class Member names) requesting exclusion; (iii) be postmarked on or before the Response Deadline; and (iv) be mailed to the Settlement Administrator. Class Members who are PAGA Settlement Members may not request exclusion from the PAGA Settlement and shall receive an Individual PAGA Payment regardless of their

exclusion from the Class.

30. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60th) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

31. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 31 Class Members, the Settlement Administration Costs are the quoted amount of $5,795 but in no event to exceed $7,000.

32. "Settlement Administrator" means Phoenix Class Action Administration Solutions or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants, agree as follows:

33. The Gross Settlement Amount ("GSA") will be used for: (i) Individual Settlement Payments; (ii) the PAGA Settlement Amount; (iii) the Class Representative Enhancement Payments; (iv) Attorneys' Fees and Costs to Class Counsel; and (v) Settlement Administration Costs.

34. Funding of the Gross Settlement Amount. EASE will make installment payments into a Qualified Settlement Account, to be established by the Settlement Administrator, on a monthly basis, with the first payment due on the later of 1) January 15, 2025; or 2) the 1st of the month after the Court conditionally approves this Agreement ("First Payment"). After the initial payment, each additional installment payment is due by the 15th of each month after the First Payment. The first twelve installment payments for the first twelve months will each be $6,000 ("First Installment Payments"). After the First Installment Payments, the installment payments will increase to $14,000 per month until the full GSA balance has been deposited in the Qualified Settlement Fund. If any payment is more than fifteen (15) days past due, EASE will be considered in default. EASE will be provided Notice of Default by the 20th of the month where the default occurs and shall have until the 1st of the next month to cure the default.

35. The Allreds will provide a security interest in their second property, located at 112 Elmcrest Drive, Big Pine, California 93513 ("Secured Property"), for up to $125,000 of the GSA. This amount will be used to pay the final $125,000 owed on the GSA, regardless of if the property is sold at an earlier date. Should the Allreds sell the property prior to funding the GSA in its entirety, the net proceeds from the sale up to $125,000 will, be held in trust until the GSA has been paid in full, or until there is only $125,000 or less remaining of the GSA, at which point, the funds will be used to pay the remaining GSA. If EASE defaults on its obligations, the Secured Property may be sold at Plaintiff's Counsel's Discretion pursuant to the executed Deed of Trust and Power of Sale attached to this Agreement as **Exhibit B**, and the Net Proceeds, up to $125,000,

applied to the GSA. Net proceeds shall refer to the sale price less the amount of any pending mortgage and direct costs of sales. A Deed of Trust and Power of Sale shall be placed on the Secured Property in the amount of not less than $125,000. The Allreds shall be prohibited from granting any superior mortgage or security interest in the property until the GSA has been funded in its entirety.

36. Guarantor Agreement: In the event EASE defaults on its obligations and fails to cure its default in accordance with the provisions of this Agreement, Defendants SCEC and SCGC shall guarantee and provide for any payments that EASE defaults on up to a maximum amount of one hundred twenty-nine thousand one hundred dollars ($129,100), which will be increased proportionately if the amount of the Settlement Offset Payment is in fact less than $45,900 (e.g. if the Settlement Offset Payment was actually $30,000 instead of $45,900, then SCEC and SCGC guarantee payments that EASE defaults on up to a maximum amount of $145,000 [$300,000 GSA - $125,000 Secured Property Interest - $30,000 Settlement Offset Payment].). SCEC and SCGC's guaranteed amount shall be reduced by all payments made by EASE, except as to the final $125,000 secured interest. For example, if EASE has made initial payments of $60,000 but defaults on the remaining payments, the maximum amount guaranteed by SCEC and SCGC shall be $69,100. In the event the Secured Property has been sold, and the Net Proceeds exceed $125,000, the additional Net Proceeds shall be used to further offset any outstanding amount of the GSA. If the outstanding balance of the GSA reaches $125,000 of the GSA prior to default, SCEC and SCGC's guarantee obligations shall be deemed satisfied by the Security Interest in the Secured Property, and SCEC and SCGC will have no further obligation under this Agreement.

37. To the extent SCEC and SCGC are obligated to fund a portion of the GSA as a result of EASE's default, the payments will be split evenly between SCEC and SCGC. SCEC and SCGC will each have the option of adopting the same installment plan outlined above for EASE, or they can choose to make all payments up front to cover their guarantee obligation. Nothing contained herein shall prevent SCEC and/or SCGC from

seeking indemnification from EASE for reimbursement of monies paid as a result of this guarantee obligation in the event of EASE's default.

38. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees of not more than forty percent (40%) or One Hundred and Twenty Thousand Dollars ($120,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action, not to exceed Fourteen Thousand Dollars ($14,000), both of which will be paid from the Gross Settlement Amount.

39. Class Representative Enhancement Payment. In exchange for a general release, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for Class Representative Enhancement Payments. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments.

40. Settlement Administration Costs. The Settlement Administrator will be paid for the Settlement Administration Costs.

41. PAGA Settlement Amount. Subject to Court approval, the Parties agree to the PAGA Settlement Amount and PAGA Settlement Period. There are estimated to be 10 PAGA Settlement Members who worked approximately 115 PAGA Pay Periods. There will be no reversion of the PAGA Settlement Amount to Defendants.

42. Net Settlement Amount. The entire Net Settlement Amount will be distributed to Participating Class Members unless as otherwise noted below or credits referenced in other sections are applied. No portion of the Net Settlement Amount will revert to or be retained by Defendants.

43. Individual Settlement Payment Calculations to Class Members. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Amount based on

the number of Miles a Class Member drove with his or her personal vehicle for work-related purposes during the Class Period (not including any Miles driven during the first drive of the day from the Class Member's home or the last drive of the day to the Class Member's home so long as the first stop of the day and the last stop of the day was 30 miles or less from the Class Member's home – if these miles were more than 30 miles away from the Class Member's home, they shall be included in the calculation and apportionment for Individual Settlement Payments). Each Class Member's Individual Settlement Payment will be calculated as a percentage of his/her total miles driven in relation to all miles drive by Class Members during the Class Period. Specific calculations of Individual Settlement Payments to Class Members will be made as follows:

43(a) As part of mediation, and using documents provided by Defendant through formal and informal discovery, Plaintiff's consel was able to calculate the total miles driven by each Class Member during the Class Period. Plaintiff's counsel will provide each Class Member's total miles driven to the Settlement Administrator.

43(b) The "Individual Settlement Payment" will be deemed as reimbursements for reasonable and necessary costs (i.e. mileage) that the Class Members had to incur in the course and scope of employment with the Defendant.

43(c) The entire Net Settlement Amount will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Miles driven, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Amount.

43(d) EASE will provide the Settlement Administrator with the amounts already paid to Class Members in the form of Settlement Offset Payments (represented by Ease to be a total of $41,900 which is exclusive of amounts paid to non-Class Members David Lopez and Gerardo Zaragoza). For any Class Members who received prior payments in the form of Settlement Offset Payments, the Settlement Administrator shall subtract the amount the

Class Member already received in Settlement Offset Payments from that Class Member's Individual Settlement Payment. Defendant will provide Class Counsel and the Settlement Administrator with documentary evidence of the Settlement Offset Payments, including the executed release agreement and copies of the cancelled checks issued in exchange for the executed release agreement to confirm payment was received, before receiving the credit. For purposes of example only, if a hypothetical Class Member named "John Doe" is owed an Individual Settlement Payment of $5,000, and Defendant already paid John Doe $2,000 in exchange for signing a settlement release that was executed after the Action (such as on December 1, 2022), then John Doe would only be owed the remaining $3,000 (because Defendant could use the amount they already paid, $2,000, as a credit). Under no circumstances would any Class Member or Participating Class Member be required to return any funds previously paid to him or her by Defendant in exchange for the release he or she signed.

44. <u>Individual PAGA Payments To PAGA Settlement Members</u>. Individual PAGA Payments will be calculated using the number of pay periods in the PAGA Period and dividing it by the number of pay periods that a PAGA Settlement Member worked during the PAGA Period.

45. <u>No Credit Toward Benefit Plans</u>. The Individual Settlement Payments made to Participating Class Members and the Individual PAGA Payments made to PAGA Settlement Members under this Settlement, as well as any other payments made pursuant to this Settlement, are not wages, and will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members 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 the Individual Settlement Payments and Individual PAGA Payments provided for in this Settlement Agreement are the sole payments to be made by Defendant to the Class Members, and that the Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received the

settlement payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by the Settlement and/or Class Period). The parties also agree that state and federal taxes will not be withheld from the Individual Settlement Payments or the Individual PAGA Payments.

46. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

47. Delivery of the Class List. Within twenty (20) calendar days following Preliminary Approval, EASE will provide the Class List to the Settlement Administrator.

48. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from EASE, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List. The Notice Packet will also include a URL to the website maintained by the Settlement Administrator that will have links to the Notice Packet, Settlement Agreement, and Preliminary Approval Order. The Notice Packet will advise Class Members that the Final Approval order and Judgment will be posted to the website maintained by the Settlement Administrator related to the Settlement.

49. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member(s) involved, and will then perform a single re-mailing. Those Class

Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (i) an additional fifteen (15) calendar days or (ii) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

50. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's principal terms; (iii) the Settlement Class definition; (iv) the total number of Miles each respective Class Member drove for EASE during the Class Period; (v) each Class Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

51. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of Miles driven on record, Class Members may produce written and/or documentary evidence to the Settlement Administrator showing that such information is inaccurate. The Settlement Administrator will decide the dispute. EASE's records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the merits of the dispute. All disputes must be postmarked on or before the Response Deadline and will be decided within ten (10) business days of the Response Deadline.

52. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the

Request for Exclusion valid. The Class Member will have until (i) the Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

53. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must submit a timely and valid Request for Exclusion on or before the Response Deadline. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. Class Members who are PAGA Settlement Members may not request exclusion from the group of PAGA Settlement Members and shall receive an Individual PAGA Payment regardless of their exclusion from the Class.

54. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

55. Releases by Participating Class Members. Upon payment of the Gross Settlement Amount by Defendants, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective spouses, heirs, executors, administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

56. PAGA Released Claims. Upon payment of the Gross Settlement Amount by Defendants, and except as to such rights or claims as may be created by this Settlement Agreement, Plaintiffs Jesse Coria and Mayweather Quach, as agents and proxies of the LWDA, and the State of California, release Defendants for all claims for civil penalties under PAGA, based on or arising out of alleged violations of the Labor Code sections alleged in the Complaint, or which could have been alleged under the same or similar facts pled in

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

57. Objection Procedures. To object to the Settlement Agreement, a Class Member must postmark a valid Notice of Objection on or before the Response Deadline. The postmark will be deemed the exclusive means for determining that the Notice of Objection is timely. The Class Member may also appear or through an attorney (in person or telephonically), at his or her own expense, at the Final Approval hearing. However, it is not necessary for the Class Member or his or her attorney to appear at the Final Approval Hearing in order for the objection to be considered by the Court. Nor is a Class Member precluded from appearing at the Final Approval Hearing if he/she fails to submit an objection. Plaintiffs and Defendants will be permitted to respond in writing to any such Objections no later than seven (7) calendar days before the Final Approval hearing. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement.

58. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

59. Distribution Timing of Individual Settlement Payments. Within twenty (20) calendar days of the full funding of the Gross Settlement Amount, the Settlement Administrator will issue payments to: (i) Participating Class Members; (ii) PAGA Settlement Members; (iii) the Labor and Workforce Development Agency; (iv) Plaintiffs; and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

60. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division. The Parties agree the Settlement is compliant with California Code of Civil Procedure section 384 because any unclaimed funds shall remain available to the recipient through the California State Controller's Office Unclaimed Property Fund.

61. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties.

62. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (i) One Hundred Percent (100%) will be allocated as non-wages (penalties, interest, and/or expense reimbursement) for which IRS Forms 1099-MISC will be issued and there will not be tax withholdings on this amount. The Parties agree that the formula for allocating the Individual Settlement Payments to Participating Class Members provided herein is reasonable and that the payments provided herein are designed to provide a fair settlement to such persons of all claims alleged in the Action.

63. Tax Treatment of Individual PAGA Payments. Due to the Individual PAGA Payments being allocated to penalties, the entire Individual PAGA Settlement Payment to each PAGA Settlement Member shall be reported on IRS Forms 1099-MISC and there will not be tax withholdings on this amount.

64. Tax Treatment of Class Representative Enhancement Payments. Plaintiffs will be issued

an IRS Forms 1099-MISC in connection with all Class Representative Enhancement Payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on said payments.

65. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class Counsel any 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

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

67. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS 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 ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

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

69. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

70. Efforts to Consolidate/Coordinate Actions. Prior to filing the Motion for Preliminary Approval, Class Counsel and Defendants will make good faith efforts to amend the Complaint in *Efren Carlos Sanchez v. EASE* to add in all additional Plaintiffs, Defendants and causes of action included in the *Jesse Coria v. EASE* and *Mayweather Quach v. EASE* matters. The Parties will request that the Courts in the *Coria* and *Mayweather* matters stay the cases until approval of the filing of an Amended Complaint in the *Sanchez* matter.

71. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary

Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. Class Counsel will provide Defendants' Counsel a draft motion at least five days before filing.

72. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys' Fees and Costs; (ii) the Class Representative Enhancement Payment; (iii) Individual Settlement Payments; (iv) the PAGA Settlement Amount; (v) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. Class Counsel will provide Defendants' Counsel a draft motion at least five days before filing.

73. Judgment and Continued Jurisdiction. In connection with the final fairness hearing, the Parties will present the Judgment to the Court for its approval. The Notice Packet will advise Class Members that the Final Approval order and Judgment will be posted to the website maintained by the Settlement Administrator related to the Settlement. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may be

appropriate under court rules or as set forth in this Settlement Agreement.

74. Release by Plaintiffs. Upon the Effective Date, in addition to the claims being released by all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all rights and benefits conferred upon their by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law which are 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.

75. Release by SCEC and SCGC. Based upon EASE's agreement to comply fully with the terms and conditions set forth in this Agreement, including payment of the Gross Settlement Amount, SCEC and SCGC forever release and discharge EASE from any of its defense and indemnity obligations (whether contractual or otherwise) related to the Action. If EASE fails to comply with the terms of this Settlement Agreement, resulting in Plaintiffs seeking to invoke the guarantee obligations by SCEC and SCGC, SCEC's and SCGC's release of EASE shall be deemed void *ab initio*, and of no effect. Accordingly, if EASE defaults on the terms of the Settlement Agreement resulting in Plaintiffs seeking to invoke the guarantee obligations by SCEC and SCGC, SCEC and SCGC reserve all rights, including the right to seek legal, equitable and contractual indemnification from EASE, and such rights shall be tolled until the satisfaction of the terms of the Settlement Agreement by EASE and the dismissal of this action as to SCEC and SCGC.

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

77. 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. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or contradict the terms of this Settlement Agreement.

78. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

79. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to 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 the Court to resolve such disagreement.

80. 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.

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

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

83. 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.

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

85. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; including that Plaintiffs or Class Counsel may not appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court. Either party may appeal any court order that materially alters the Settlement Agreement's terms.

86. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to class action certification for purposes of the Settlement only. SCEC and SCGC stipulate to guarantee the obligation of EASE for Settlement only. If, for any reason, the Settlement is not approved, the stipulation to 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 (i) a class action should be certified or (ii) Defendants are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

87. Non-Admission of Liability. The Parties enter into this Settlement 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, Defendants do not admit, and specifically deny, that 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 its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will 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.

88. 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.

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

with any enforcement actions.

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

91. 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. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

92. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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

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

READ CAREFULLY BEFORE SIGNING

06 / 04 / 2025
Dated: May__, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
EFREN CARLOS SANCHEZ

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
JESSE CORIA

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
MAYWEATHER QUACH

09/09/25
Dated: ~~May __, 2025~~

DEFENDANT

By: Todd Allred
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA

09/09/25
Dated: ~~May __, 2025~~

DEFENDANT

By: Todd Allred
TODD ALLRED

Dated: May __, 2025

DEFENDANT

By: ______________________________
JENNIFER ALLRED

06 / 04 / 2025
Dated: May__, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
EFREN CARLOS SANCHEZ

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
JESSE CORIA

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
MAYWEATHER QUACH

Dated: May __, 2025

DEFENDANT

By: ______________________________
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA

Dated: May __, 2025

DEFENDANT

By: ______________________________
TODD ALLRED

09/09/25
Dated: ~~May __, 2025~~

DEFENDANT

By: Jennifer Allred
Jennifer Allred (Sep 9, 2025 18:11:04 PDT)
JENNIFER ALLRED

Dated: May__, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
EFREN CARLOS SANCHEZ

06 / 02 / 2025
Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: Jesse Coria
JESSE CORIA

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
MAYWEATHER QUACH

Dated: May __, 2025

DEFENDANT

By: ______________________________
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA

Dated: May __, 2025

DEFENDANT

By: ______________________________
TODD ALLRED

Dated: May __, 2025

DEFENDANT

By: ______________________________
JENNIFER ALLRED

Dated: May__, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
EFREN CARLOS SANCHEZ

Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
JESSE CORIA

06 / 06 / 2025
Dated: May __, 2025

PLAINTIFF AND CLASS REPRESENTATIVE

By: ______________________________
~~MAYWEATHER QUACH~~
MAY QUACH

Dated: May __, 2025

DEFENDANT

By: ______________________________
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA

Dated: May __, 2025

DEFENDANT

By: ______________________________
TODD ALLRED

Dated: May __, 2025

DEFENDANT

By: ______________________________
JENNIFER ALLRED

Dated: May 28, 2025

DEFENDANT

By:
SOUTHERN CALIFORNIA GAS COMPANY

Dated: May __, 2025

DEFENDANT

By: ______________________
SOUTHERN CALIFORNIA EDISON COMPANY

APPROVED AS TO FORM:

Dated: May __, 2025

DOMB & RAUCHWERGER, LLP

By: ______________________
ZACK I. DOMB
DEVIN E. RAUCHWERGER
Attorneys for Plaintiffs
EFREN CARLOS SANCHEZ, JESSE CORIA AND MAYWEATHER QUACH

Dated: May __, 2025

TENCER SHERMAN, LLP

By: ______________________
SAM G. SHERMAN
Attorneys for Defendants
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA, TODD ALLRED and JENNIFER ALLRED

Dated: May __, 2025 DEFENDANT

By: ______________________________
SOUTHERN CALIFORNIA GAS COMPANY

6/12/2025
Dated: May __, 2025 DEFENDANT

DocuSigned by:
By: Fadia Khoury
845A4701EB3840B...
SOUTHERN CALIFORNIA EDISON COMPANY

APPROVED AS TO FORM:

Dated: June 09, 2025 **DOMB & RAUCHWERGER, LLP**

By: ______________________________
ZACK I. DOMB
DEVIN E. RAUCHWERGER
Attorneys for Plaintiffs
EFREN CARLOS SANCHEZ, JESSE CORIA AND MAYWEATHER QUACH

Dated: May __, 2025 **TENCER SHERMAN, LLP**

By: ______________________________
SAM G. SHERMAN
Attorneys for Defendants
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA, TODD ALLRED and JENNIFER ALLRED

Dated: May __, 2025 DEFENDANT

By: ______________________________
SOUTHERN CALIFORNIA GAS COMPANY

Dated: May __, 2025 DEFENDANT

By: ______________________________
SOUTHERN CALIFORNIA EDISON COMPANY

APPROVED AS TO FORM:

Dated: June 09, 2025 **DOMB & RAUCHWERGER, LLP**

By: ______________________________
ZACK I. DOMB
DEVIN E. RAUCHWERGER
Attorneys for Plaintiffs
EFREN CARLOS SANCHEZ, JESSE CORIA AND MAYWEATHER QUACH

Dated: September 9, 2025 **TENCER SHERMAN, LLP**

By: ______________________________
SAM G. SHERMAN
Attorneys for Defendants
ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA, TODD ALLRED and JENNIFER ALLRED

Dated: May 29, 2025

TURNER DHILLON LLP

By: Bill Turner
WILLIAM TURNER
ASHA DHILLON
SAM AREF
Attorneys for Defendant,
SOUTHERN CALIFORNIA GAS COMPANY

Dated: May __, 2025

LITTLER MENDELSON, P.C.

By:
ROBERT S. BLUMBERG
ALEXANDRA BERNSTEIN
Attorneys for Defendant,
SOUTHERN CALIFORNIA EDISON COMPANY

Dated: May __, 2025

TURNER DHILLON LLP

By:
WILLIAM TURNER
ASHA DHILLON
SAM AREF
Attorneys for Defendant,
SOUTHERN CALIFORNIA GAS COMPANY

June 12, 2025
Dated: May __, 2025

LITTLER MENDELSON, P.C.

By: Robert S. Blumberg
ROBERT S. BLUMBERG
ALEXANDRA BERNSTEIN
Attorneys for Defendant,
SOUTHERN CALIFORNIA EDISON COMPANY

EXHIBIT 2

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

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

EFREN CARLOS SANCHEZ, individually and on behalf of others similarly situated; MAY QUACH, individually and on behalf of others similarly situated, and on behalf of other aggrieved employees pursuant to the Private Attorneys General Act; and JESSE CORIA, individually and on behalf of others similarly situated and as an aggrieved employee and Private Attorney General; Plaintiffs, vs. ENVIRONMENTAL ASSESSMENT SERVICES & EDUCATION OF CALIFORNIA, a California corporation; TODD ALLRED, an individual; JENNIFER ALLRED, an individual; SOUTHERN CALIFORNIA EDISON COMPANY, a California Corporation; SOUTHERN CALIFORNIA GAS COMPANY, a California Corporation; and DOES 1 through 50, inclusive, Defendants.	Case No.: CVRI2201822 **PROOF OF SERVICE RE: MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT TO LWDA** Hearing Information: Date: April 23, 2026 Time: 8:30 AM Dept.: 1 Judge: Hon. Harold W. Hopp

PROOF OF SERVICE
(CCP § 1013(a) and 2015.5)

I, the undersigned, am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; am employed with Domb & Rauchwerger LLP and my business address is 1055 East Colorado Blvd., Fifth Floor, Pasadena, California 91106. My e-mail address is jessica@dombrauchwerger.com.

On April 1, 2026, I served the foregoing documents entitled:

- **NOTICE OF UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT; MEMORANDUM IN SUPPORT THEREOF**
- **DECLARATION OF DEVIN E. RAUCHWERGER IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF EFREN CARLOS SANCHEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF MAY QUACH IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF PLAINTIFF JESSE CORIA IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **DECLARATION OF KEVIN LEE OF PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**
- **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all the appearing and/or interested parties in this action by placing ☐ *the original* ☒ *a true copy* thereof enclosed in sealed envelope(s) addressed as follows:

Via Online Submission – LWDA portal

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

☒ **[by ELECTRONIC SERVICE] –** I caused the documents to be sent to the persons via the Online Submission portal for the California Labor & Workforce Development Agency.

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

Executed April 1, 2026, at Sacramento County, California.

Jessica Delgado
Print Name

By: Jessica Delgado
Signature