Brian J. Mankin, Esq. [CSB No. 216228]
*brian@lmlfirm.com*
Peter J. Carlson, Esq. [CSB No. 295611]
*peter@lmlfirm.com*
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

JOSHUA TRCKA and TY SPRAGGINS, individually, on a representative basis, and on behalf of all others similarly situated;

Plaintiffs,

vs.

ROTOCO, LLC, a California Limited Liability Company; and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2304897
*[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]*

**DECLARATION OF BRIAN J. MANKIN, ESQ., IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Hearing
Date: June 10, 2026
Time: 8:30 a.m.
Dept.: 1

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiffs' Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

## COUNSEL'S EXPERIENCE

2. I have been a member, in good standing, of the State Bar of California since 2001. I am admitted to practice in the United States District Courts for the Central and Southern District of California and the Ninth Circuit Court of Appeal and have tried cases in various courts in California.

3. I have handled well over 500 employee vs. employer litigation matters during my nearly 25 years in practice. Over the last 19 years, my practice has almost entirely consisted of representing employees, the majority of which has included class action and representative action wage and hour matters. In total, I have handled well over 300 class action and representative action wage/hour cases, and have been appointed by the court as class counsel and have received final court approval and judgment in over half of those actions to date, and anticipate receiving final approval in many more of those in the future.

4. As part of these settlements and judgments, I have recovered in excess of $300 million in damages for my clients and the class members (who often work as nurses, ambulance drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and countless other trades). My team and I once held the record for the largest known PAGA-only case in California's history - a $12.5 million-dollar court approved settlement, which followed extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune 50 company (*Garcia v. Macy's*, Los Angeles Superior Court).

5. I have tried two major class and PAGA cases against Fortune 100 companies. In 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court and received a $425,000 judgment. In 2019, I was co-counsel in a class action case against Walmart in District Court, wherein the jury awarded Plaintiffs and the class over $6 million. Both cases were appealed.

6. I was named by the LA Times as one "Southern California Leading Lawyers" in the May 2023 issue of Consumer Attorney's of Southern California (a recognition given to 17 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I have been selected by my peers as a "Super Lawyer" in Employment Litigation, a distinction that

only 5% of lawyers receive.

## ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former Field Employees, non-exempt Non-Field Employees, and Salespersons employed by Defendant in California during the Class Period (which is September 18, 2019, through January 31, 2026).

8. The Gross Settlement Amount is $2,000,000 and, as set forth in the in the Declaration of Taylor Mitzner on behalf of the Settlement Administrator, Phoenix Settlement Administrators, the Net Settlement Amount is $1,213,639.56, as detailed here:

| | |
|---|---|
| ***Gross Settlement Amount*** | **$ 2,000,000.00** |
| Attorneys' Fees (1/3) | $ 666,666.67 |
| Litigation Costs | $ 21,193.77 |
| Administrator Costs | $ 16,000.00 |
| PAGA Penalties | $ 50,000.00 |
| Class Representative Service Award | $ 32,500.00 |
| ***Net Settlement Amount*** | **$ 1,213,639.56** |

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was completely successful, as 99.4% of the Notice Packets were successfully delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, with zero objections and only one opt-out, meaning 99.9% of the Class participated in the Settlement.

11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

13. I believe that the settlement is fair, reasonable, adequate, and in the best interests of the Class, given the litigation risks and delay inherent in further litigation and possible appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations submitted in support thereof, Defendant vigorously challenged Plaintiffs' claims, and Plaintiffs faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter. Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and that it is desirable that the action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit the operation of Defendant's business without further expensive litigation and the distraction and diversion of its personnel with respect to matters at issue. All parties took into account the uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The parties determined that it is desirable and beneficial to both the Class and Defendant that this case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The recoveries contemplated by the Settlement represent a good result for the Class, fairly proportioned to the likely risk-adjusted recovery in litigation.

## <u>ADEQUACY OF COUNSEL AND</u>
## <u>REASONABLENESS OF REQUEST FEE AND COST AWARDS</u>

14. As set forth above, I have handled well over 300 class and representative actions. I have been appointed as class counsel and have successfully resolved approximately half of those cases (while many are ongoing and will successfully resolve in the future) while recovering hundreds of millions of dollars for my clients and Class Members. This is substantially better than average accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited in *Laguna v. Coverall North America, Inc*., No. 12-55479 (9th Cir. 2014), which found that only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.[1]

[1] www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

15. When this case was taken on a contingency fee basis, with my firm agreeing to assume responsibility for all litigation costs, the ultimate result was far from certain. In the course of this litigation, Class Counsel paid all costs including filing fees, court costs, research fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

16. It has been my experience that the benchmark for attorney fee awards in California state cases is one-third of a common settlement fund, which the CA Supreme Court upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement Agreement, Class Counsel is seeking a fee of one-third of the Settlement Amount.

17. There are several additional factors why I believe that the Court should award one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts resulted in a very good result for the Class, especially in light of the disputed nature of the claims alleged. This result was achieved by the work and success of my office, who negotiated the settlement after extensive preparation, investigation, mediation, and substantial work thereafter.

18. Second, Plaintiffs faced significant risks going forward with the litigation. As discussed in the motion for preliminary approval, Defendant raised various defenses throughout this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues going forward with this litigation, and it would have taken several more years to realize any recovery in this action along with the possibility of post-trial appeals.

19. Third, Class Counsel are experienced class action litigators. This experience and expertise, combined with the high quality of work performed in this case, resulted in the settlement achieved in this case.

20. Fourth, Class Counsel has been representing Plaintiffs strictly on a contingency fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial amount of time, money, and resources, and have done so since the inception of this case without any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing, and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a small firm. While some cases result in a positive lodestar and some in a negative lodestar like

this case, if, despite these hardships and risks, the best my office could hope for is merely to be paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious risks we face when litigating contingency fee cases, and would not be incentivized to take on similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption, being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third of class actions are successful, compared to two-thirds that are defeated and result in no payment to the class members.

21. Fifth, the request for attorney's fees in the amount of one-third of the common fund falls well within the norms accepted by state and federal courts in California in comparable wage and hour actions actually handled by my office. Moreover, the award of a one-third fee recovery under the common fund doctrine was approved by the California Supreme Court in *Laffitte*, *supra*, 1 Cal.5th 480, 503.

22. For these reasons, a common fund fee award here in the amount of one-third of the common fund created by Plaintiffs and Class Counsel is fair and reasonable, especially where the actual lodestar for my firm far surpasses the amount requested (as discussed below).

23. At my office, this case was primarily handled by Peter Carlson while I performed the role of the supervising attorney. Mr. Carlson's experience is set forth in his declaration, but in sum, he works exclusively with me on employment law matters and has been in practice for 11 years, and bills at the hourly rate of $750/hour. I have been in practice for nearly 25 years, with most of those years handling complex litigation and for over the last 19 years, my practice has almost entirely consisted of handling class action wage and hour matters. My billing rate is $950/hour.

24. I believe these rates are comparable to those of other attorneys with equal or similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at *www.laffeymatrix.com* indicates that the benchmark rates are: $878/hour for a 11–19-year attorney and $1,057/hour for a 20+ year attorney).

25. The reasonableness of these rates is reinforced by facts showing that local attorneys in Los Angeles engaged in complex litigation bill at rates far higher than my office – and far higher than the Laffey Matrix. Recent public filings confirm that the Los Angeles Department of Water and Power is paying outside counsel at minimum rates of $1,800 for partners, $1,180 per hour for associates with 7 years of experience or more, and LADWP even pays first year associates $745 per hour. *See* https://www.latimes.com/california/story/2025-02-14/law-firm-1975-an-hour-defend-against-palisades-fire-lawsuits.

26. Moreover, the Wolters Kluwer 2023 Real Rate Report ("Real Rate Report") provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between $840 and $1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is $674 per hour, and the upper quartile rate is $888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it "a much better reflection of true market rates than self-reported rates in all practice areas." *Brown v. CVS Pharmacy, Inc*. (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

27. Here, the combined lodestar for my firm totals $348,500. This includes Mr. Carlson's 292.4 hours that he billed on this matter (as set forth in his declaration) plus my 136 hours (including an estimated 35 future hours I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter). Thus, our total lodestar reflects a modest lodestar multiplier of 1.91. Thus, the requested fee is warranted and appropriate because of the results achieved for the Class Members, both in terms of the

immediate cash settlement, as well as the fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose this fee request.

28. In the course of prosecuting this action, my office has incurred expenses necessary to the effective representation of the Class. These expenses included but were not limited to: court filings, copying and management of documents, messenger services, postage, fax transmission expenses, transportation, mediation fees, expert fees, and other incidental expenses directly related to this action. My firm's expenses through the final approval hearing are estimated to be $21,193.77, which includes filing this motion, process/server costs, and service expenses (see the itemized statement of these costs attached hereto as Exhibit C). Since the Settlement Agreement provided for capped costs up to $30,000, the savings will be placed in the Net Settlement Amount and distributed to the Participating Class Members. Defendant does not oppose this request for costs.

**REASONABLENESS OF REQUESTED SERVICE AWARD**

29. I also believe that the service award of $25,000 to the lead Class Representative, Joshua Trcka, as well as $7,500 to Ty Spraggins, is fair and warranted. Mr. Trcka came forward and undertook substantial efforts in initiating arbitration but then withdrawing from arbitration to once again proceed on a class action basis (after we discovered that there was a "commission agreement" that conflicted with the arbitration agreement). And, during this process, Mr. Trcka made the difficult decision of turning down a 998 settlement offer of $25,000.01 from the company, which was payable to him in full. Mr. Trcka rejected the offer, as it failed to consider the interests of all other workers. The case subsequently returned to Court, and then this settlement was reached with new defense counsel. Since Mr. Trcka did a noble thing in rejecting the $25,000 settlement offer that led to this $2M settlement, it is only proper that he now receive a $25,000 Service Award to make him whole. Furthermore, both Plaintiffs worked directly with my office in analyzing the claims and documents, providing valuable information. (See their declarations for supporting information.) Indeed, their participation was an essential element of Defendant's desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle the case. Of course, Plaintiffs also took on various risks, including the risk that

they could have been ordered to pay Defendant's costs if they lost and the risk of retaliation and being black-balled in the industry. Defendant does not oppose the requested service awards.

**SUBMISSION TO THE LWDA**

30. The Motion and declarations, including the Settlement Agreement, have concurrently been submitted to the LWDA. (*See* Exhibit D hereto).

**EXHIBITS AND CONCLUSION**

31. A true and correct copy of the Class Action and PAGA Settlement Agreement and Release of Claims (the "Settlement Agreement") is attached hereto as **Exhibit A.**

32. A true and correct copy of the Order granting preliminary approval is attached hereto as **Exhibit B**.

33. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C**.

34. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D**.

35. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and enhancements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on May 18, 2026, at Riverside, California.

By: ______________________
Brian J. Mankin, Esq.

EXHIBIT "A"

Brian J. Mankin, Esq. [CSB No. 216228]
*brian@lmlfirm.com*
Peter J. Carlson, Esq. [CSB No. 295611]
*peter@lmlfirm.com*
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

Freyaan Y. Karanjia (SBN 286333)
frey@ameskaranjia.com
MARY E. Allain (SBN 322135)
mary@ameskaranjia.com
**AMES KARANJIA LLP**
2488 Historic Decatur Road, Suite 100
San Diego, CA 92106
Telephone: 619-374-0205
Facsimile: 619-330-5690

Attorneys for Defendant RotoCo, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

| | |
|---|---|
| JOSHUA TRCKA and TY SPRAGGINS, individually, on a representative basis, and on behalf of all others similarly situated;<br><br>Plaintiffs,<br><br>vs.<br><br>ROTOCO, LLC, a California Limited Liability Company; and DOES 1 through 20, inclusive;<br><br>Defendants. | Case No.: CVRI2304897<br>*[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]*<br><br>**CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS** |

This Class Action and PAGA Settlement Agreement and Release of Claims is entered into by and between Plaintiffs Joshua Trcka and Ty Spraggins ("Plaintiffs"), individually and on behalf of all others similarly situated, and on behalf of the State of California, and Defendant RotoCo, LLC ("Defendant"), and is approved by their respective counsel of record, subject to the terms and conditions hereof and the Court's approval.

**A. <u>Definitions</u>**

1. "Action" or "Lawsuit" means and refers to the case entitled *Trcka et al. v. RotoCo, LLC*, filed on September 18, 2023 in Riverside County Superior Court, Case No. CVRI2304897.

2. "Aggrieved Employee(s)" means all current and former Field Employees, non-exempt Non-Field Employees, and Salespersons employed by Defendant in California during the PAGA Period.

3. "Agreement" or "Settlement Agreement" or "Settlement" shall mean this Class Action and PAGA Settlement Agreement and Release of Claims.

4. "Attorneys' Fees and Costs Award" means the fees and costs payable to Class Counsel from the Settlement Amount for reimbursement of attorneys' fees and reasonable litigation costs incurred by Class Counsel in their representation in this Action.

5. "Class" is defined all current and former Field Employees, non-exempt Non-Field Employees, and Salespersons employed by Defendant in California during the Class Period.

6. "Class Member(s)" refers to individual members of the Class.

7. "Class Counsel" refers to Brian Mankin and Peter Carlson of Lauby, Mankin & Lauby LLP.

8. "Class Data" means a complete list that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator on one spreadsheet which shall include, for each Class Member: (a) individual's full name; (b) last known mailing address; (c) Social Security Number; and (d) total Workweeks worked during the PAGA Period and the Class Period.

9. "Class Period" is deemed to be any time during the period of September 18, 2019, through January 31, 2026.

10. "Class Representatives" or "Plaintiffs" means and refers to Plaintiffs Joshua Trcka and Ty Spraggins.

11. "Complaint" refers to the operative first amended complaint, which pleads class action and PAGA representative claims and was filed on December 8, 2025 to: (1) add Ty Spraggins as an additional Plaintiff and Class Representative, and (2) consolidate the PAGA claims from CVRI2306917 into this Action.

12. "Court" (or "Judge") means the California Superior Court, County of Riverside.

13. "Defendant" means and refers to Defendant RotoCo, LLC.

14. "Defendant's Counsel" or "Defense Counsel" means and refers to Ames Karanjia LLP.

15. "Effective Date" means the latest of the following dates: (a) if no Class Member timely and properly intervenes, or files a motion to vacate the judgment approving the Settlement Agreement under Code of Civil Procedure section 663, then the date the Court enters an order granting Final Approval; (b) if a Class Member intervenes, or files a motion to vacate the judgment approving the Settlement Agreement, then sixty-one (61) calendar days following the date the Court enters an order granting Final Approval, assuming no appeal is filed; or (c) if a Class Member timely and properly intervenes or files a motion to vacate the Judgment under Code of Civil Procedure section 663 or initiates another collateral attack, and if a timely appeal is filed, then the date of final resolution of that appeal or other collateral attack (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

16. "Escalator Clause:" Defendant represents that there are approximately one thousand five hundred (1,500) Class Members, who collectively worked a total of approximately 90,000 Workweeks during the Class Period. If the total count of Workweeks (as contained in the Class Data) exceeds 99,000 (10% more than Defendant's representation), then, at Defendant's election, Defendant can either: (a) increase the Settlement Amount by $22.22 for each additional Workweek above 99,000; or (b) end the Class Period on the date through which there are no more than 99,000 Workweeks. However, in no event shall the Class Period end before October 28,

2025 (the date of mediation).

17. “Field Employee(s)” means all employees that performed services for Defendant in the field, including plumbing technicians, pumpers, and water restoration technicians.

18. “Final Approval” refers to the order of the Court granting final approval of this Settlement Agreement and entering a judgment approving this Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties.

19. “Individual Class Payment” refers to each Participating Class Members share of the Net Settlement Amount, as further discussed in Paragraph 57(c) below.

20. “Individual PAGA Payment” refers to each Aggrieved Employees share of the PAGA Penalties, as further discussed in Paragraph 57(c) below.

21. “Net Settlement Amount” shall have the meaning ascribed to it in Paragraph 57(b) below.

22. “Non-Field Employees” means all nonexempt employees of Defendant other than Field Employees.

23. “Notice” means the notice of proposed class settlement that will be sent to the Class Members, and which will advise each Class Member of the settlement and his or her estimated Individual Class Payment and Individual PAGA Payment, total Weeks Worked, total Share Points, and will further advise of the setting of a Final Approval Hearing.

24. “Notice Packet” means the Notice, Request for Exclusion Form, Objection Form, and Dispute Form to be sent to all Class Members in English and Spanish. Each Notice Packet will provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement’s principal terms; (iii) the Class Member and Aggrieved Employee definitions; (iv) the dates of the Class Period and PAGA Period; (v) the Class Member’s estimated Individual Class Payment and the Aggrieved Employee’s Individual PAGA Payment; (vi) the number of Workweeks and Share Points used to calculate these amounts; (vii) instructions on how to submit Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Class Member must postmark Request for Exclusions, or postmark Notices of Objection to the Settlement; and (ix) the claims to be released.

25. "Objecting Class Member" means a Class Member, other than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement, pursuant to Paragraph 79(c) below.

26. "PAGA Penalties" means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General Act of 2004 (Lab. Code section 2698, *et seq.*, "PAGA"), as well as the individual PAGA payment allocated to each Aggrieved Employee.

27. "PAGA Period" is deemed to be any time during the period of September 18, 2022, through January 31, 2026.

28. "Participating Class Member" means any and all Class Members who do not opt-out by submitting timely valid Requests for Exclusion.

29. "Parties" or "Settling Parties" mean Plaintiffs and Defendant, collectively.

30. "Preliminary Approval Date" means the date the Court approves the Settlement Agreement and enters the Preliminary Approval Order.

31. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of the Plaintiff, preliminarily approving this Settlement and providing for the issuance of the Notice Packet to the Class, an opportunity to opt out of the Settlement, an opportunity to submit timely objections to the Settlement, and setting a final approval hearing on the fairness of the terms of Settlement, including approval of attorneys' fees and costs. Provided that the motion is consistent with the terms herein, Defendant will not object to Plaintiffs' motion for preliminary approval but will be provided with an opportunity to review and comment upon the motion before it is filed.

32. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator for the benefit of the Participating Class Members and Aggrieved Employees, and from which the settlement payments shall be made.

33. "Released Class Claims" or "Class Claims" means the claims stated in the Complaint and those based solely upon the facts in the Complaint, including: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure

to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay sick pay, (7) failure to timely pay final wages, (8) failure to provide accurate itemized wage statements, and (9) unfair and unlawful competition. The time period governing the Released Class Claims shall be the Class Period.

34. "Released PAGA Claims" means the PAGA claims that Plaintiff Trcka alleged against the Released Parties, based on the facts stated in the relevant LWDA notice letter and only to the extent that they are alleged in the Complaint, including all PAGA claims seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to reimburse business expenses, (6) failure to pay sick pay, (7) failure to timely pay wages, (8) failure to timely pay final wages, (9) failure to provide accurate itemized wage statements, and (10) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or claims alleged in the LWDA notice letters and Complaint. The time period governing the PAGA Released Claims shall be the PAGA Period. The Released PAGA Claims do not release any Aggrieved Employees' claims for wages or statutory penalties.

35. "Released Parties" means Defendant, together with its officers, directors, employees, and agents.

36. "Release" shall mean the release and discharge of the Released Class Claims by Plaintiffs and all Participating Class Members and their assignees.

37. "Response Deadline" is thirty (30) calendar days from the date the Notice Packet is mailed to the Class Members by the Settlement Administrator. The Response Deadline is the deadline by which Class Members must postmark to the Settlement Administrator any Request for Exclusion Form, Objection Form, or Dispute Form. If the Response Deadline falls on a Sunday or State holiday, it will be extended to the next day on which the U.S. Postal Service is open. For any Class Member for whom a Notice Packet is resent after the initial mailing of the Notice Packet was returned as undeliverable, the Response Deadline shall by extended by 15 calendar days after the remailing of the Notice Packet.

38. "Request for Exclusion" shall have the meaning ascribed to it in Paragraph 79(a)

below.

39. "Salespersons" means all employees of Defendant that were compensated on a commission-only basis (without or without an additional stipend) pursuant to the outside sales exemption.

40. "Settlement Amount" or "Gross Settlement Amount" means the gross settlement amount of Two Million Dollars ($2,000,000), which is the total amount Defendant agrees under the Settlement, unless the Escalator Clause is triggered, and is exclusive of Defendant's obligation to fund its share of payroll taxes, as further discussed in Paragraph 57(c) below.

41. "Service Payments" means the amount approved by the Court to be paid to the Class Representatives in addition to their Individual Class Payments as Participating Class Members and Individual PAGA Payments as Aggrieved Employees.

42. "Settlement Administrator" means and refers to Phoenix Settlement Administrators, the third-party class action settlement administrator agreed to by the Parties, that will provide the Notice Packet to the Class Members and distribute the settlement amounts as described in this Agreement.

43. "Settlement Administration Costs" means the costs payable from the Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, translating, distributing, and tracking documents for this Settlement, tax reporting, and deposit of the employee and employer share of payroll taxes, unclaimed property due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Settlement Amount, and shall not exceed the amount approved by the Court, regardless of any additional costs that the Settlement Administrator may request or feel is necessary to administer the Settlement.

44. "Share Points" will be used to calculate the Individual Class Payments, and each Class Member's Share Points will be calculated as follows: (1) each Week Worked by a Field Employee during the Class Period shall be credited with 2 Share Points, and (2) each Week Worked by a Non-Field Employee or Salesperson shall be credited with 1 Share Point.

45. “Share Point Rate” shall mean the value of each individual Share Point, as calculated by diving the Net Settlement Amount by the total of all Share Points credited to the Participating Class Members.

46. “Workweeks” or “Weeks Worked” means, for each Class Member, all work weeks during the Class Period in which the Class Member worked at least one (1) day for Defendant in California. For Aggrieved Employees, it means all weeks during the PAGA Period in which the Aggrieved Employee worked at least one day for Defendant in California.

**B. <u>General Terms</u>**

47. On September 18, 2023, Plaintiff Trcka filed the instant class action, alleging that Defendant violated various sections of the Labor Code. On the same day, Plaintiff Trcka gave written notice by online filing to the LWDA and by certified mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Then, on about December 26, 2023, Plaintiff Trcka filed a separate PAGA-only action in Riverside Superior Court, Case No. CVRI2306917.

48. The Parties then met and conferred over the enforceability of an arbitration agreement. Ultimately, after a lengthy meet and confer, the Parties filed stipulations to arbitrate Plaintiff’s individual claims, dismiss the class action claims, and stay the representative PAGA claims. Plaintiff Trcka then initiated arbitration with Hon. Richard Stone (Ret.). and commenced discovery in the arbitration proceeding. In November 2024, and in response to discovery in arbitration, Defendant provided a signed document which Plaintiff argued nullified the arbitration agreement. As such, the Parties brought this to the arbitrator’s attention and Plaintiff filed (in Court) motions to rescind the stipulations to arbitration, with oral argument held on May 15, 2025. Then, on August 4, 2025, the Court issued its Order granting Plaintiff’s motion, vacating the stipulations to arbitration and returning the Parties to their pre-stipulation pleading posture.

49. The Parties then agreed to attend mediation with Michael Singer, Esq., a mediator with an impressive background in wage-and-hour litigation. Ultimately, the Parties reached this Settlement pursuant to a mediator’s proposal.

50. As part of the Settlement, the Parties agreed to file a first amended complaint to:

(1) add Ty Spraggins as an additional Plaintiff and Class Representative, and (2) consolidate the PAGA claims from CVRI2306917 into this Action. After the Court approved the Parties stipulation in this regard, Plaintiffs filed the operative first amended complaint on December 8, 2025. Then, on December 17, 205, Plaintiff Trcka filed a request for dismissal, without prejudice, of the PAGA lawsuit, Case No. CVRI2306917.

51. Defendant denies Plaintiffs' claims and allegations and contends that the Action is not suitable for class certification.

52. The Class Representatives believe they can proceed with the representative and class claims, that the Action is meritorious, and that class certification is appropriate.

53. The Parties have conducted a thorough investigation into the facts of the Action. This includes an extensive exchange of informal discovery, including a sampling of payroll and timekeeping records for Class Members. Class Counsel is both knowledgeable about and has done extensive research with respect to the applicable law and potential defenses to the claims of the Class. Class Counsel has diligently pursued an investigation of the Class Members' claims against Defendant. Based on the foregoing data and on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

54. The Parties agree that neither the Parties' Settlement, this Agreement, nor the acts to be performed or judgment to be entered pursuant to the terms of the Settlement and Agreement, shall be construed as an admission by Defendant of any wrongdoing or violation of any statute or law or liability on the claims or allegations in the Action.

55. 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.

56. Stipulation for Class Certification. For settlement purposes only, Defendant will stipulate that the Class Members described herein who do not Request Exclusion from the Class may be conditionally certified as a Class. This stipulation to certification is in no way an admission that class action certification is proper and shall not be admissible in this action except for the sole purposes of enforcing this Agreement. Should, for whatever reason, the Court fail to issue Final Approval, the Parties' stipulation to class certification as part of the Settlement shall become null and void ab initio and shall have no bearing on, and shall not be admissible in this Action in connection with, the issue of whether certification would be appropriate in a non-settlement context. Defendant expressly reserves its rights and declares that it would continue to oppose class certification and the substantive merits of the case should the Court fail to issue Final Approval. Plaintiffs expressly reserve their rights and declare that they will continue to pursue class certification and a trial should the Court fail to issue Final Approval.

## C. Terms of Settlement

57. The financial terms of the Settlement are as follows:

(a) Settlement Amount: The Parties agree to settle this Action for the Settlement Amount of $2,000,000, which is the maximum amount that will be paid by Defendant unless the Escalator Clause is triggered and except for the employer's share of payroll taxes that will be paid by Defendant in addition to the Settlement Amount. The Settlement Amount includes payments to the Participating Class Members, PAGA Penalties (to the Aggrieved Employees and LWDA), Attorneys' Fees and Costs Award, Service Payments to the Class Representatives, and Settlement Administration Costs. Defendant shall separately pay the employer's share of payroll tax obligations, which shall be reported through the Settlement Administrator.

(b) Net Settlement Amount: The "Net Settlement Amount" is defined as the Settlement Amount, less the Attorneys' Fees and Costs Award, Service Payments to the Class Representatives as awarded by the Court, Settlement Administration Costs, and PAGA Penalties.

If the Court reduces the Attorneys' Fees and Costs Award, Service Payments, or Settlement Administrator Costs, or either increases or decreases the amount allocated to the PAGA Penalties, the difference shall be placed in the Net Settlement Amount and allocated to the Participating Class Members.

(c) Individual Class Payments. Individual Class Payments for the Class will be calculated and apportioned from the Net Settlement Amount based on the number of Share Points credited to each Class Member. This will be calculated by the Settlement Administrator using the Class Data provided by Defendant, and by determining each Class Member's Share Points then multiplying the Class Member's Share Points by the Share Point Rate. The entire Net Settlement Amount will be disbursed to all Participating Class Members, and the amount actually distributed to Participating Class Members shall equal one hundred percent (100%) of the Net Settlement Amount.

(d) Allocation of Individual Class Payments: The Individual Class Payments to Participating Class Members will be allocated as follows: one-third (1/3) will be allocated as wages subject to withholding of all applicable local, state and federal taxes; and two-thirds (2/3) will be allocated for interest and statutory penalties (pursuant to, *e.g.*, Labor Code sections 203, 210, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an IRS Form W-2 and comparable state forms with respect to the wage allocation and an IRS Form 1099 with respect to the penalties and interest allocations.

(e) Service Payments to Class Representatives: The amount, if any, awarded to the Class Representatives as Service Payments will be set by the Court in its discretion, not to exceed $25,000 to Plaintiff Trcka and $7,500 to Plaintiff Spraggins, in exchange for the service that Plaintiffs performed on behalf of the Class. Defendant agrees not to oppose this request. The Service Payments to Plaintiffs will be paid out of the Settlement Amount. The Class Representatives will each be issued an IRS Form 1099 for these payments. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on this payment. The Parties agree that any amount awarded as the Service Payments to Plaintiffs less than the requested amount shall not be a basis for Class Counsel to void this Settlement Agreement. Should the Court approve a lesser amount for the Service Payments, the difference shall be added to the Net Settlement Amount for distribution to Participating Class Members.

(f) Attorneys' Fees and Costs Award: Defendant agrees to not oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third of the Settlement Amount, plus reasonable litigation costs subject to proof, not to exceed $30,000 ("Attorneys' Fees and Cost Award"). Defendant agrees not to oppose any contention by Class Counsel that attorneys' fees should be based on the catalyst and/or common fund theory. The Attorneys' Fee and Cost Award shall be paid from the Settlement Amount, and, except for this award, Defendant shall have no further obligation to pay any attorneys' fees, costs or expenses to Class Counsel. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court.

(g) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Settlement Amount, not to exceed $16,000, unless (i) the Escalator Clause is triggered (whereby any reasonable increase in Settlement Administration Costs shall be paid from the increased Settlement Amount, subject to Court approval), or (ii) as otherwise approved by all Parties and the Court.

(h) PAGA Penalties: The Parties agree that $50,000 is allocated to PAGA Penalties, and is to be paid from the Settlement Amount, subject to Court approval. Of this amount, $37,500 (75%) shall be paid to the LWDA in satisfaction of civil penalties under the Private Attorney General Act of 2004 ("PAGA") and $12,500 (25%) will form the Individual PAGA Payments to the Aggrieved Employees, which shall be calculated and allocated pro-rata on a work week basis, treated entirely as civil penalties, and which shall be reported as required on an IRS Form 1099. Class Counsel shall give proper notice to the LWDA of the Settlement. The Settlement Administrator will calculate Individual PAGA Payments by: (1) dividing $12,500 by the total number of Workweeks worked by all Aggrieved Employees during the PAGA Period and (2) multiplying the result by the number of Workweeks by each individual Aggrieved Employee during the PAGA Period.

(i) Tax Liability: Class Counsel and Defendant make no representations as to the tax treatment or legal effect of settlement amounts called for hereunder, and Plaintiffs and the Class Members are not relying on any statement or representation by Class Counsel or Defendant in this regard. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective Individual Class Payments and Individual PAGA Payments, described herein. An IRS Forms 1099 will be distributed in the manner required by the Internal Revenue Code of 1986 ("Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendant into compliance with any such changes. Plaintiffs, Participating Class Members, and Aggrieved Employees understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on their respective payments described herein.

(j) 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 SHALL 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.

(k) "Non-Reversionary" Settlement. This is a "non-reversionary" settlement. Under no circumstances will any portion of the Settlement Amount revert to Defendant. Participating Class Members and Aggrieved Employees will not have to make a claim to receive an Individual Class Payment or Individual PAGA Payment. Distributions, in the form of Individual Class Payment or Individual PAGA Payments will be made directly to each Participating Class Member and Aggrieved Employee. The Settlement Administrator shall be responsible for accurately and timely performing all reporting and remittance obligations with respect to unclaimed funds as a result of a Participating Class Member and/or Aggrieved Employee failing to cash any checks delivered pursuant to the Settlement by the check cashing deadline.

(l) Class Counsel and Plaintiffs believe that the Settlement is fair and reasonable and will so represent to the Court.

**D. Release by the Participating Class Members**

58. Upon the Effective Date, and except as to such rights or claims as may be created by this Agreement, Plaintiffs and the Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.

59. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

60. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that the claims for unpaid wages and untimely payment of wages in the Action are disputed, and that the payments set forth herein constitute payment of all sums allegedly due to them. Class Representatives, on behalf of themselves and the Class, acknowledge and agree that Labor Code section 206.5 is not applicable to the Parties or Settlement. Labor Code section 206.5 provides in pertinent part as follows: "An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

**E. <u>Release of PAGA Claims</u>**

61. Upon the Effective Date, Plaintiff Trcka – in his individual capacity and on behalf of the State of California and LWDA – shall completely release and discharge the Released Parties from the Released PAGA Claims for the PAGA Period.

62. Regardless of submitting a valid Request for Exclusion, neither Plaintiffs nor any Aggrieved Employee shall have the right to opt out or exclude themselves from releasing the PAGA portion of the Settlement. Thus, Plaintiffs and all Aggrieved Employees shall be bound by the Released PAGA Claims.

63. It is the intent of the Parties that the Final Approval Order shall have full equitable and collateral estoppel and res judicata effect to the fullest extent permitted by law.

**F. <u>General Release by Plaintiffs</u>**

64. Plaintiffs do hereby, for themselves their spouses, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, and assigns forever and completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the

beginning of time through the execution of this Agreement, whether known or unknown, suspected or unsuspected, including but not limited to all claims arising out of, based upon, or relating to Plaintiffs' employment with Defendant or the remuneration for or termination of such employment.

65. Without limiting the generality of the foregoing, this general release by Plaintiffs includes all federal, state and local statutory claims, federal and state common law claims (including but not limited to those for contract, tort and equity), including without limitation any claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay; claims of wrongful denial of insurance and employee benefits (except workers' compensation benefits); claims for failure to hire, public policy violations, defamation, invasion of privacy, fraud, misrepresentation, emotional distress, assault/battery, or other common law or tort matters; claims of harassment, retaliation or discrimination based on age, race, color, religion, sex, national origin, ancestry, physical or mental disability, protected activity, medical condition, marital status, sexual preference, union activity, or veteran status; claims under the Americans with Disabilities Act, Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964 (as amended), the Civil Rights Act of 1991; 42 USC sec. 1981, 42 USC sec. 1983, the Older Workers Benefit Protection Act, the Family and Medical Leave Act; claims for unfair competition; claims based on legal restrictions on Defendant's right to terminate, not to hire or promote employees, or to change an employee's compensation; and claims based on any federal, state or other governmental statute, regulation or ordinance, all statutory, constitutional, contractual or common law claims for wages, damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, or any other claims arising under the Fair Labor Standards Act, the Employment Retirement Security Income Act of 1974, the California Constitution, the California Fair Employment and Housing Act, the California Unfair Competition Act (California Business and Professions Code section 17200 et seq.), the California Labor Code, or Industrial Welfare Commission Wage Orders, or arising out of or based upon the following categories of

allegations regardless of the forum in which they may be brought, to the fullest extent such claims are releasable by law: (i) all claims for unpaid overtime; (ii) all claims for unpaid wages; (iii) all claims for meal break violations; (iv) all claims for rest period violations; (v) all claims for paid sick leave violations; (vi) all claims for the failure to timely pay wages upon termination; (vii) all claims for the failure to timely pay wages during employment; (viii) all claims for wage statement violations; (ix) all claims for reporting time pay; and (x) all other penalties recoverable for such claims under PAGA.

66. Plaintiffs agree that there is a risk that any injury that they may have suffered by reason of the Released Parties' relationship with them might not now be known, and there is a further risk that said injuries, whether known or unknown at the date of this Settlement Agreement, might possibly become progressively worse, and that as a result thereof further damages may be sustained. Nevertheless, Plaintiffs agree to forever and fully release and discharge the Released Parties and understands that, by the execution of this Settlement Agreement, no further claims for any such injuries that existed at the time of the execution of this Settlement Agreement may ever be asserted by Plaintiffs with respect to claims arising in the time period from the beginning of time to the execution of this Settlement Agreement.

67. Plaintiffs expressly waive and relinquish all rights and benefits afforded by Section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance of the waiver of Section 1542. Section 1542 of the Civil Code of the State of California states:

> 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.

Plaintiffs acknowledge and agree that this knowing and voluntary waiver is an essential and material term of this Settlement Agreement, and the Settlement Agreement would not have been entered into without such a waiver.

68. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that they do not know or suspect to exist in their favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiffs' claims. Notwithstanding the above, the general release by Plaintiffs shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

**G. <u>Interim Stay of Proceedings</u>**

69. Pending completion of all prerequisites necessary to effectuate this Settlement, the Parties agree, subject to Court approval, to a stay of all proceedings in the Action except such as are necessary to effectuate the Settlement.

**H. <u>Notice Process</u>**

70. <u>Appointment of Settlement Administrator</u>. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice Packet, using standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any claims or opt-out requests, resolving any disputes regarding the calculation or application of the formula for determining the Individual Class Payments and/or Individual PAGA Payments, drafting and mailing the settlement checks to Participating Class Members and Aggrieved Employees, issuing all necessary tax forms, and performing other tasks as set forth herein or as the Parties mutually agree or the Court orders.

71. <u>Disputes Regarding Settlement Administration</u>. Any and all disputes relating to administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until Plaintiffs and Defendant notify the Court that all payments and obligations contemplated by this Agreement have been fully carried out.

Prior to presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without the necessity of Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members, and Aggrieved Employees, and Class Counsel any tax forms as may be required by law for all amounts paid pursuant to this Agreement.

72. Class Data. Within thirty (30) calendar days after entry of the Preliminary Approval Order, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will run a check of the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court. Although Class Counsel will not be provided with the list of Class Data, nothing herein shall prevent Class Counsel from communicating with Class Members regarding the Action and Settlement.

73. Total Workweeks. Within five (5) calendar days of receiving the Class Data, the Settlement Administrator shall provide a spreadsheet to Class Counsel and Defense Counsel containing a preliminary calculation of all payments to be paid from the Settlement Amount, including the estimated Individual Class Payments to each Class Member and Individual PAGA Payments to each Aggrieved Employee (a person's name shall be redacted and a control number used in place of the name). In the event that the total Workweeks worked by all Class Members triggers the Escalator Clause, Defendant shall have five (5) business days to make their election to either increase the Settlement Amount or change the end date of the Class Period under Paragraph 16 above. If Defendant fails to make an election within the required five-day period, it shall be treated as a waiver of the right to shorten the Class Period, and the Settlement Amount shall be increased in accordance with the Escalator Clause. In either event, the Settlement Administrator shall notify the Parties of the increased Settlement Amount (if applicable), and related increased payments from the Settlement Amount (if applicable), including increased Attorneys' Fees and Costs and any increased Settlement Administration Costs, all of which shall

be subject to Court approval, and shall update the Notice accordingly (including modifying the end date of the Class Period if Defendant elects that option).

74. Notice Packet. The Notice Packet, as approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, in English and Spanish, within fifteen (15) calendar days following the Settlement Administrator's receipt of the Class Data. For all Class Members, the Notice Packet will include the Notice, Request for Exclusion Form, Objection Form, and Dispute Form. The Settlement Administrator shall use standard devices, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes are returned.

75. Returned Notice Packets. The Settlement Administrator will take steps to ensure that the Notice Packet is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. 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 involved, and will then perform a single re-mailing. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator learning of the failed mailing and its receipt of the updated address, but no in event later than five (5) calendar days after the Response Deadline. The Notice Packet shall be identical to the original Notice Packet, except that it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned by the later of the Response Deadline or fifteen (15) calendar days after the remailing of the Notice Packet.

76. Presumption Regarding Receipt of Notice Packet. It will be conclusively presumed that if an envelope has not been returned to Settlement Administrator by the Response Deadline

that the Class Member received the Notice Packet.

77. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt-out, and Aggrieved Employees may not opt out of the PAGA portion of the Settlement. The Notice will inform Class Members of his/her estimated Individual Class Payment and Individual PAGA Payment, as well as the number of Weeks Worked and Share Points during the Class Period and the PAGA Period. Class Members may dispute their Workweeks by timely submitting evidence to the Settlement Administrator that such information is inaccurate. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defense Counsel who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Work Weeks, and estimated Individual Class and PAGA Payments. If Class Counsel and Defense Counsel are unable to agree, they agree to submit the dispute to the Court to render a final decision. Class Members and Aggrieved Employees will have until the Response Deadline to dispute Workweeks, object, or opt out, unless extended by the Court. All disputes will be decided within ten (10) calendar days of the Response Deadline.

78. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least five (5) calendar days after the initial Response Deadline, a declaration of due diligence and proof of mailing with regard to the mailing and remailing of the Notice Packets. For any Notice Packets that were undeliverable and remailed, the Settlement Administrator shall also provide counsel for the Parties with a supplemental declaration advising as to the total remailings, the date of remailings, and whether any of the Class Members that received a remailing submitted Request for Exclusion, Objection, or Dispute Forms. The supplemental declaration, if necessary, shall be provided to counsel for the Parties no later than five (5) calendar days after the last additional 15-day extended Response Deadline for remailing.

79. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the settlement, and the ability to opt out or request exclusion from the Class Claims portion of the Settlement. The Notice Packet will inform the Class

Members of the Court-established deadlines for filing objections or requesting exclusion from the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by completing the Request for Exclusion Form provided within the Notice Packet. The Request for Exclusion Form must be mailed to the Settlement Administrator and postmarked on or before the Response Deadline in order to be timely. Any such Request must be made in accordance with the terms set forth in the Notice Packet. To be valid, a Request for Exclusion must be both timely postmarked by the Response Deadline and received by the Settlement Administrator no later than five (5) calendar days after the expiration of the Response Deadline. The postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Request for Exclusion that is not received by the Settlement Administrator will be deemed ineffective unless the Class Member submits documentary evidence conclusively demonstrating that they took all necessary steps to comply with the opt-out procedures herein and that the Settlement Administrator's failure to receive their Request for Exclusion was due to forces outside of their control. Declarations or affidavits, without additional documentary evidence corroborating the necessary steps taken, shall be deemed insufficient to conclusively demonstrate that all necessary steps to comply with the opt-out procedures herein were taken.

(b) The Settlement Administrator shall attach each Request for Exclusion to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement, including the right to object, appeal or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement; and (iii) will not be bound by this Agreement, or the Judgment. Any Class Member who is an Aggrieved Employee who requests timely exclusion will still receive an Individual PAGA Payment. All Parties and their counsel, including Defendant and their agents and employees, shall not encourage or solicit opt-outs or objections, directly or indirectly, through any means.

(c) Binding Effect on Participating Class Members. All Participating Class

Members will: (i) be bound by the terms and conditions of this Agreement, Judgment, and releases set forth herein; and (ii) except as otherwise provided herein, will be deemed to have waived all objections and oppositions to the fairness, reasonableness, and adequacy of the Settlement.

(d) Objections to Settlement. Any Class Member, other than Plaintiffs, who does not submit a valid and timely Request for Exclusion may object to the terms of this Agreement by completing the Objection Form provided within the Notice Packet. Any Class Member that intends to object must mail the Objection Form to the Settlement Administrator. The Objection Form must be postmarked on or before the Response Deadline in order to be timely, unless the Parties otherwise agree in writing. Additionally, any objection must be made in accordance with the terms set forth in the Notice Packet. The Settlement Administrator shall provide any objections to Class Counsel and Defense Counsel within three (3) calendar days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence and file with the Court prior to the Final Approval Hearing. Any Participating Class Member who files an objection remains eligible to receive monetary compensation from the Settlement. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his or her counsel related to any objections to the Settlement. Submitting an objection does not preserve the right to appeal a final judgment. The right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment under Code of Civil Procedure section 663.

(e) Failure to Object. Any Class Member who does not timely and properly become a party of record by intervening or filing a motion to vacate the judgment waives any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, motion for new trial, a motion under Code of Civil Procedure section 473, and extraordinary writs.

(f) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Approval Hearing.

(g) Class Members will have until the Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail. The Settlement Administrator shall disclose jointly to Class Counsel and Defense Counsel what objections or Requests for Exclusion were timely submitted on a weekly basis and upon the request of Class Counsel or Defense Counsel.

80. Funding of the Settlement Amount. Defendant shall fund the Settlement Amount pursuant to the following payment plan: (1) by December 1, 2026, or ten (10) calendar days after the Effective Date, whichever is later, Defendant shall fund 50% of the Gross Settlement Amount, plus Defendant's proportional share of payroll taxes as determined by the Settlement Administrator [the "First Installment Payment"], and (2) by December 1, 2027, or 10 days after the Effective Date, whichever is later, Defendant shall fund the remaining 50% of the Gross Settlement Amount, plus Defendant's remaining share of payroll taxes as determined by the Settlement Administrator [the "Second Installment Payment"].

81. Right to Rescission: Notwithstanding any other provision of this Agreement, Defendant shall retain the right, in the exercise of its sole discretion, to nullify the settlement within fifteen (15) calendar days of expiration of the Adjusted Response Deadline, if more than 5% of the Class Members opt out of the settlement by timely submitting Request for Exclusion forms. In the event of such a rescission, Defendant will be responsible for all Administration Costs incurred to the date of rescission, and no party may use the fact that the Parties agreed to settle this case as evidence of Defendant's liability in this lawsuit or the lack thereof. To exercise its rights under this paragraph, Defendant must give written notice to Class Counsel and to the Court no later than fifteen (15) calendar days after the Adjusted Response Deadline.

82. Distribution of Funds. No later than ten (10) calendar days after the deposit of each installment payment, the Settlement Administrator shall mail amounts equal to fifty percent (50%) of the Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Attorneys' Fees and Costs Award, any Service Payments to the Class Representatives, payment to the LWDA for PAGA Penalties, and Settlement Administration Costs.

83. Deadline for Cashing Settlement Checks. Participating Class Members and

Aggrieved Employees shall have one hundred eighty (180) calendar days after mailing by the Settlement Administrator to cash their settlement checks. The release will be binding upon all Participating Class Members who do not cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to locate the individual, and notify Defense Counsel and Class Counsel of the results. If a new address is located by these means, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

(a) If any Participating Class Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued. If a Participating Class Member's check for the First Installment Payment is not cashed within the periods noted above, then the Settlement Administrator shall re-issue the check for the First Installment Payment when issuing the Participating Class Member's check for the Second Installment Payment. For any checks remaining uncashed after the 180-day period after issuance of checks for the Second Installment Payment, the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member.

(b) If any Aggrieved Employee's check is not cashed within the time periods noted above, the check will be void and a stop payment will be issued. If an Aggrieved Employee's check for the First Installment Payment is not cashed within the periods noted above, then the Settlement Administrator shall re-issue the check for the First Installment Payment when issuing the Participating Class Member's check for the Second Installment Payment. For any checks remaining uncashed after the 180-day period after issuance of checks for the Second Installment Payment, the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member.

**I. Duties of the Parties Prior to the Court's Approval**

84. Promptly after execution of this Agreement, Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable and adequate as to the Class Members and a hearing on fees, costs and the Service Payments;

(b) Approving as to form and content the proposed Notice Packet;

(c) Directing the mailing of the Notice Packet by first class mail to the Class Members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily certifying the class for purposes of this Settlement; and

(f) Advising the LWDA of the proposed Settlement.

**J. Duties of the Parties Following Court's Final Approval**

85. In connection with the Final Approval Hearing provided for in this Agreement, Class Counsel shall submit a proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, Service Payments to the Class Representatives, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving settlement.

**K. Voiding the Agreement**

86. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Agreement which effects a fundamental change of the Settlement,

the entire Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

87. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Settlement Amount, or any amounts that would have been owed under this Settlement.

88. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs, unless otherwise specified in this Agreement.

**L. Other Terms**

89. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

90. Acceleration Clause. If Defendant fails to make any required payments within five (5) business days of the respective due date, Class Counsel shall send a notice of default to Defense Counsel. Defendant will then have ten (10) business days after issuance of the notice of default to cure and bring all payments up to the current required amount. If Defendant fails to timely cure the late payment, all remaining balances shall become due and payable immediately.

91. Nullification of Releases. In the event that Defendant does not fully fund the Settlement Amount and separate share of payroll taxes pursuant to the payment plan discussed herein, then the Releases granted herein, including as to the Released Class Claims, the Released PAGA Claims, and Plaintiffs' general releases, shall be nullified and deemed void *ab initio*.

92. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Agreement and bind the Parties hereto to the terms and conditions hereof.

93. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as

practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defense Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement, and the final entry of judgment.

94. Preview of Filings. Class Counsel will afford Defendant's Counsel an opportunity to review the Motion for Preliminary Approval, Motion for Final Approval, and applicable [Proposed] Orders prior to filing with the Court. Class Counsel will provide Defendant's Counsel with the relevant Motions and [Proposed] Orders no less than five (5) calendar days before Class Counsel plan to file such documents with the Court and Defendant will have three (3) calendar days from receipt to review such documents and provide suggested changes to such documents within the time frame such that Class Counsel would have at least two calendar days or one court day to review and either accept or propose alternative language in the documents. Class Counsel agree to consider such suggested changes in good faith. Although unlikely, if Defendant's Counsel files any documents with the Court relating to the Settlement, Defendant's Counsel will not file without first providing Class Counsel the same opportunity to review the documents as set forth in this paragraph. In the event the Parties are required to file supplemental briefs, revised Orders, or other amended documents when seeking approval, the Parties agree that such documents are not subject to the provisions of this paragraph. To the extent practicable, the Parties agree to provide counsel with an opportunity to review such documents before filing, however this shall not delay or prevent the Parties from filing any such documents as needed for approval. If, pursuant to the Memorandum of Understanding and after exhausting reasonable efforts to resolve any issues through the mediator, a Party moves to enforce the Memorandum of Understanding, such Party is relieved of its obligation of providing the other Party an opportunity to review those papers.

95. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval. 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. Within ten (10) calendar days of either the entry of judgment or the entry of order denying or granting the Settlement, Class Counsel shall provide a copy of the superior court's judgment or order to the LWDA pursuant to Labor Code section 2699(l)(3).

96. No Prior Assignments. The Parties hereto 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 rights released and discharged by this Agreement.

97. No Admission. Defendant denies any and all liability to Plaintiffs and/or any Class Member and/or Aggrieved Employee in this Action, as to any and all causes of action that were asserted or that might have been asserted in this Action. Nonetheless, Defendant wishes to settle and compromise the matters at issue in the Complaint to avoid further substantial expense and the inconvenience and distraction of protracted and burdensome litigation. Defendant has taken into account the uncertainty and risks inherent in litigation, and without conceding any infirmity in the defenses that they have asserted or could assert against Plaintiffs, have determined that it is desirable and beneficial that Plaintiffs' claims be settled in the manner and upon the terms and conditions set forth in this Agreement.

98. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document, and it, along with all related documents such as the notices, and motions for preliminary and final approval, shall, pursuant to Evidence Code section 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Agreement. The stipulation for class certification as part of this Agreement is for settlement purposes only and if, for any reason the settlement is not approved, the stipulation will be of no

force or effect.

99. No Publicity. The Parties will not publicize the Settlement or disclose it to third parties prior to the Court granting Preliminary Approval, except as required or necessary to effectuate its terms and comply with law. After the Final Approval Date, Class Counsel and Class Representatives agree that they will not discuss the Settlement with the media, any settlement and verdict reporting service, any social media postings or other Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys' fees and costs, or to communications with Class Members or their representatives about this Settlement, including through the posting of Court-filed documents on Class Counsel's websites for access solely by the Class Members, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

100. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

| *To the Class*: | *To Defendant*: |
|---|---|
| Brian J. Mankin<br>*brian@lmlfirm.com*<br>Lauby, Mankin & Lauby LLP<br>5198 Arlington Ave, PMB 513<br>Riverside, CA 92504<br>Tel: (951) 320-1444<br>Fax: (951) 320-1445 | Freyaan Y. Karanjia<br>*frey@ameskaranjia.com*<br>Ames Karanjia LLP<br>2488 Historic Decatur Road, Suite 100<br>San Diego, CA 92106<br>Tel: (619) 374-0205<br>Fax: (619) 330-5690 |

101. Construction. The Parties hereto agree that the terms and conditions of this Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement. Plaintiffs

and Defendant expressly waive the common law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

102. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

103. Modification. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by all of the Parties hereto.

104. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendant may agree to seek the help of the Mediator to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs. This provision shall not apply to any legal action or other proceeding instituted by any person or entity other than Plaintiffs or Defendant.

105. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

106. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

107. Binding On Assigns. This Agreement shall be binding upon and inure to the

benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

108. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Agreement. The Notice Packet will advise all Class Members of the binding nature of the release provided herein and such shall have the same force and effect as if this Agreement were executed by each Class Member.

109. Counterparts. This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully signed Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures shall have the same force and effect as an original.

-- *Signatures on Next Page* –

Dated: Dec 17, 2025 ________________

**PLAINTIFF AND CLASS REPRESENTATIVE**

JoshuaTrcka (Dec 17, 2025 19:21:45 PST)

Joshua Trcka

Dated: ________________

**PLAINTIFF AND CLASS REPRESENTATIVE**

Ty Spraggins

Dated: ________________

**DEFENDANT ROTOCO, LLC**

By: Robert Yam
Title: Chief Financial Officer

**APPROVED AS TO FORM:**

Dated: ________________

**CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

Brian J. Mankin, Esq.
Attorneys for Plaintiffs

Dated: ________________

**DEFENSE COUNSEL:**
AMES KARANJIA LLP

Freyaan Karanjia, Esq.
Attorneys for Defendant

Dated: ________________ **PLAINTIFF AND CLASS REPRESENTATIVE**

______________________________
Joshua Trcka

Dated: Dec 18, 2025 **PLAINTIFF AND CLASS REPRESENTATIVE**

Ty Spraggins (Dec 18, 2025 12:32:11 PST)
______________________________
Ty Spraggins

Dated: 12 / 22 / 2025 **DEFENDANT ROTOCO, LLC**

______________________________
By: Robert Yam
Title: Chief Financial Officer

**APPROVED AS TO FORM:**

Dated: Dec. 18, 2025 **CLASS COUNSEL**
LAUBY, MANKIN & LAUBY LLP

______________________________
Brian J. Mankin, Esq.
Attorneys for Plaintiffs

Dated: December 22, 2025 **DEFENSE COUNSEL:**
AMES KARANJIA LLP

______________________________
Freyaan Karanjia, Esq.
Attorneys for Defendant

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

| | |
|---|---|
| JOSHUA TRCKA and TY SPRAGGINS, individually, on a representative basis, and on behalf of all others similarly situated;<br><br>Plaintiffs,<br><br>vs.<br><br>ROTOCO, LLC, a California Limited Liability Company; and DOES 1 through 20, inclusive;<br><br>Defendants. | Case No.: CVRI2304897<br>*[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]*<br><br>**[redacted] ORDER:**<br><br>**1) PRELIMINARILY APPROVING CLASS ACTION AND PAGA SETTLEMENT;**<br><br>**2) CONDITIONALLY CERTIFYING A CLASS FOR SETTLEMENT PURPOSES ONLY;**<br><br>**3) DIRECTING DISTRIBUTION TO THE CLASS OF THE SETTLEMENT NOTICE AND EXPLANATION FORM; AND**<br><br>**4) SETTING A HEARING FOR FINAL APPROVAL OF THE SETTLEMENT** |

Having reviewed the Class Action and PAGA Settlement Agreement (the "Settlement Agreement" or "S.A."), which is attached as Exhibit A to the Declaration of Brian Mankin in Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on December 26, 2025, between Plaintiffs Joshua Trcka and Ty Spraggins ("Plaintiff") and Defendant RotoCo, LLC ("Defendant") (collectively, the "Parties"), as well as the Memorandum of Points and Authorities in Support of the Unopposed Motion for Preliminary Approval of Class Action Settlement, the documents submitted in support of the motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

1. The Court GRANTS preliminary approval of the Settlement based upon the terms set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness of a settlement that ultimately could be granted final approval by the Court at a Final Approval hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of arms-length negotiations conducted after the Parties adequately investigated and became familiar with the strengths and weaknesses of the claims. The assistance of an experienced mediator in the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

2. For settlement purposes only, the Court finds that the proposed Class is ascertainable and that there is a sufficiently defined community of interest among the Class Members in questions of law and fact. The Court, therefore, conditionally certifies the following Class, for settlement purposes only: "all current and former Field Employees, non-exempt Non-Field Employees, and Salespersons employed by Defendant in California during the Class Period (September 18, 2019, through January 31, 2026)." The Court further adopts the following defined terms from the Settlement Agreement: (A) "Field Employee(s)" means all employees that performed services for Defendant in the field, including plumbing technicians, pumpers, and water restoration technicians; (B) "Non-Field Employees" means all nonexempt employees of Defendant other than Field Employees"; and (3) "Salespersons" means all employees of Defendant that were compensated on a commission-only basis (without or without an additional stipend) pursuant to the outside sales exemption.

3. Additionally, the "Aggrieved Employees" are defined to include: "Field Employees, non-exempt Non-Field Employees, and Salespersons employed by Defendant in California during the PAGA Period (September 18, 2022, through January 31, 2026)."

4. The class action settlement set forth in the Settlement Agreement between Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only to any objections that may be raised at the Final Approval Hearing.

5. For settlement purposes only, the Court appoints Plaintiffs Joshua Trcka and Ty Spraggins as Class Representatives, and Brian Mankin and Peter Carlson as Class Counsel.

6. The Court approves Phoenix Settlement Administrators to act as the Settlement Administrator, who is directed to fulfill all of the duties and services set forth in the Settlement Agreement. The Settlement Administrator shall file a declaration concurrently with the Motion for Final Approval, authenticating a copy of every Objection Form and Exclusion Form received by the Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the motion for final approval, the Settlement Administrator must give notice of such continuance to any objecting party.

7. The Court approves, as to form and content, the Class Notice, Exclusion Form, Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively) that the Class Members may use. The Court further finds the Class Notice, Exclusion Form, Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed settlement and of their options in connection with the settlement.

8. Class Members who wish to request exclusion, object to the Settlement or dispute Weeks Worked via the Exclusion Form and/or Objection Form and/or Dispute Form are directed to mail the appropriate form above to the Settlement Administrator (and not to the Court) within the time periods set forth in the Class Notice.

9. The Settlement Administrator is directed to mail the Notice, Request for Exclusion Form, Objection Form, and Dispute Form by first class mail to the Class Members in English in accordance with the Settlement Agreement and schedule set forth below.

10. The Court finds that the deadlines and method set forth in the Settlement Agreement for the mailing of the Notice and related forms described herein meet the requirements of due process, provide the best notice practicable under the circumstances, constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the requirements of California law.

11. The Court directs the Administrator to perform address verification measures and mail the Notice by first class mail to the Class Members not later than 15 days after it receives the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the Settlement according to the terms of the Settlement Agreement and in conformity with this Order. The Parties are also ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. All Class Members shall be deemed to participate in the Settlement, although any Class Member who wishes to comment on or object to the Settlement or who elects not to participate in the Settlement has until thirty (30) days after the mailing of the Class Notice to submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

13. The Court approves the handling of unclaimed funds set forth in the Settlement Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office in the name of the Class Member, as set forth in the Settlement Agreement.

14. The following dates shall govern for purposes of this settlement:

| | |
|---|---|
| January 21, 2026 | Preliminary Approval (PA) hearing |
| March 7, 2026<br>*(45 days after PA)* | Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members. |
| April 6, 2026<br>*(30 days after mailing)* | Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement. |
| 16 court days before Final Approval hearing | Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of fees, costs and service payments. |
| 9 court days before Final Approval hearing | Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection. |

| | |
|---|---|
| 5 court days before final approval hearing | Deadline for filing of any written reply to opposition Motion for Final Approval |
| Date: JUN 10, 2026<br>Time: 8:30 a.m. | Final Approval Hearing (*proposed: June 10, 2026*) |

15. A final approval hearing shall be held in this Court on the date and time above to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class Counsel; and (3) the amount of the Service Payments to the Class Representatives.

16. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

17. The Court may, for good cause shown, extend any of the deadlines set forth in this Order. If any Class Member submits an objection to the settlement and the Final Approval Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give notice of the new hearing date to the objecting party; and

18. In the event that the Settlement Agreement does not receive final approval or the Effective Date of the Settlement does not occur, this Order shall be rendered null and void and shall be vacated.

Date: 2/5/26

Harold E. J. Hopp
Honorable Harold Hopp

EXHIBIT “C”

# All Expenses
## Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00560 Trcka v RotoCo, LLC (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

| Entered | Status | Expense | Staff Member | Price | Mark Up % | Qty | Amount |
|---|---|---|---|---|---|---|---|
| ***Joshua Trcka*** | | | | | | | |
| **14000-00560 Trcka v RotoCo, LLC** | | | | | | | |
| 09-18-2023 | Approved | E101 Copying | Chiarito, Tracie | 0.20 | 0.00 | 42.00 | 8.40 |
| | 42 copies @ .20 each - initial letters to company | | | | | | |
| 09-18-2023 | Approved | E108 Postage | Chiarito, Tracie | 19.76 | 0.00 | 1.00 | 19.76 |
| | Postage for September 2023 | | | | | | |
| 09-18-2023 | Approved | E112 Court fees | Chiarito, Tracie | 75.00 | 0.00 | 1.00 | 75.00 |
| | Receipt for LWDA | | | | | | |
| 09-18-2023 | Approved | Attorney Service | Chiarito, Tracie | 1,510.02 | 0.00 | 1.00 | 1,510.02 |
| | OneLegal Order #21233576 - file complaint | | | | | | |
| 09-27-2023 | Approved | Attorney Service | Chiarito, Tracie | 163.25 | 0.00 | 1.00 | 163.25 |
| | Bosco Inv #9611412<br>Serve: RotoCo, LLC, a California Limited Liability Company<br>Summons; Class Action Complaint; Civil Case Cover Sheet; Certifi cate of Counsel;Notice of Department Assignment; Notice of Case Management Conference (To: BrianMankin); Notice of Case Management Conference (To: Joshua Trcka); Notice of CaseManagement Conference (To: RotoCo, LLC); ADR<br>Court: Riverside Superior Court - Historic Courthouse<br>Completed on: 09/20/2023 | | | | | | |
| 09-29-2023 | Approved | Attorney Service | Chiarito, Tracie | 17.24 | 0.00 | 1.00 | 17.24 |
| | OneLegal Order #21290647 - file Proof of Service | | | | | | |
| 11-13-2023 | Approved | Attorney Service | Chiarito, Tracie | 17.24 | 0.00 | 1.00 | 17.24 |
| | OneLegal Order #21605900 - file Joint Statement | | | | | | |
| 12-27-2023 | Approved | Attorney Service | Chiarito, Tracie | 1,510.02 | 0.00 | 1.00 | 1,510.02 |
| | OneLegal Order #21896904 - file PAGA complaint | | | | | | |
| 12-28-2023 | Approved | Attorney Service | Chiarito, Tracie | 17.24 | 0.00 | 1.00 | 17.24 |
| | OneLegal Order #21906623 - file Notice of Related Case (Class) | | | | | | |
| 12-28-2023 | Approved | Attorney Service | Chiarito, Tracie | 17.24 | 0.00 | 1.00 | 17.24 |
| | OneLegal Order #21906610 - file Notice of Related Case (PAGA) | | | | | | |
| 01-18-2024 | Approved | Attorney Service | Chiarito, Tracie | 19.30 | 0.00 | 1.00 | 19.30 |
| | OneLegal Order #22036221 - file NAR (PAGA) | | | | | | |
| 01-18-2024 | Approved | Attorney Service | Chiarito, Tracie | 34.69 | 0.00 | 1.00 | 34.69 |
| | OneLegal Order #22032657/22050087- file Joint Statement | | | | | | |
| 02-16-2024 | Approved | Attorney Service | Chiarito, Tracie | 19.30 | 0.00 | 1.00 | 19.30 |
| | OneLegal Order #22249203 - file Plaintiff CMC Statement | | | | | | |
| 04-18-2024 | Approved | Attorney Service | Chiarito, Tracie | 19.30 | 0.00 | 1.00 | 19.30 |
| | OneLegal Order #22687734 - File Stip and Order to Arbitrate (Class) | | | | | | |

# All Expenses
## Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00560 Trcka v RotoCo, LLC (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

| Entered | Status | Expense | Staff Member | Price | Mark Up % | Qty | Amount |
|---|---|---|---|---|---|---|---|
| **Joshua Trcka** | | | | | | | |
| **14000-00560 Trcka v RotoCo, LLC** | | | | | | | |
| 04-18-2024 | Approved | Attorney Service | Chiarito, Tracie | 19.30 | 0.00 | 1.00 | 19.30 |
| | OneLegal Order #22687771 - file Stip and Order to Arbitrate (PAGA) | | | | | | |
| 03-14-2025 | Approved | E120 Private investigators | Chiarito, Tracie | 1,850.00 | 0.00 | 1.00 | 1,850.00 |
| | Tristar Investigation Invoice #24665 | | | | | | |
| 04-07-2025 | Approved | E112 Court fees | Chiarito, Tracie | 1.00 | 0.00 | 1.00 | 1.00 |
| | Receipt for Riverside Superior Court - copy of ex parte minute order | | | | | | |
| 04-08-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #25099941 - file Opposition to DEFs Ex Parte re PO | | | | | | |
| 04-08-2025 | Approved | Attorney Service | Chiarito, Tracie | 61.95 | 0.00 | 1.00 | 61.95 |
| | OneLegal Order #25099942 - courtesy copies of opposition | | | | | | |
| 04-09-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #25002161 - file Ntc of Unavailability (Class) | | | | | | |
| 04-09-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #25002186 - file Ntc of Unavailability (PAGA) | | | | | | |
| 04-16-2025 | Approved | Attorney Service | Chiarito, Tracie | 190.35 | 0.00 | 1.00 | 190.35 |
| | Bosco Inv #131010932 (PAGA)<br>Serve: Quarles & Brady LLP<br>[Proposed] Order Granting Plaintiff’s Motion to (1) Rescind Stipulation to ArbitratePlaintiff’s Individual Paga Claims and Stay Representative Paga Claims, and (2) Set Asidethe Court’s as Void; Plaintiff’s Notice of Motion and Motion to: (1) Rescind Stipulation toArbitrate Plaintiff’s Individual Paga Claims and Stay Representative Paga Claims, and (2)Set Aside the Court’s as Void; Memorandum of Points and Authorities (Redacted);Plaintiff’s Notice of Motion and Motion to: (1) Rescind Stipulation to Arbitrate Plaintiff’sIndividual Paga Claims and Stay Representative Paga Claims, and (2) Set Aside theCourt’s as Void; Memorandum of Points and Authorities (Unredacted); Notice ofLodging<br>Court: Riverside County Superior Court - Riverside Historic Courthouse<br>Completed on: 04/14/2025 | | | | | | |
| 04-16-2025 | Approved | Attorney Service | Chiarito, Tracie | 211.70 | 0.00 | 1.00 | 211.70 |
| | Bosco Inv #13101903 (Class)<br>Serve: Quarles & Brady LLP<br>Plaintiff’s Notice of Motion and Motion to: (1) Rescind Stipulation to Arbitrate Plaintiff’sIndividual Claims and Dismiss Class Action Claims, and (2) Set Aside the Court’s as Void;Memorandum of Points and Authorities (Redacted); Plaintiff’s Notice of Motion andMotion to: (1) Rescind Stipulation to Arbitrate Plaintiff’s Individual Claims and DismissClass Action Claims, and (2) Set Aside the Court’s as Void; Memorandum of Points andAuthorities (Unredacted); [Proposed] Order Granting Plaintiff’s Motion to (1) RescindStipulation to Arbitrate Plaintiff’s Individual Claims and Dismiss Class Action Claims,and (2) Set Aside the Court’s as Void; Declaration of Plaintiff Joshua Trcka; Declarationof Peter J. Carlson, Esq. (Redacted); Declaration of Peter J. Carlson, Esq. (Unredacted);Declaration of Brian J. Mankin, Esq.; Notice of Lodging<br>Court: Riverside Superior Court - Historic Courthouse<br>Completed on: 04/14/2025 | | | | | | |
| 04-17-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #25144302 - file Notice of Lodging (Class) | | | | | | |

# All Expenses

## Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00560 Trcka v RotoCo, LLC (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

| Entered | Status | Expense | Staff Member | Price | Mark Up % | Qty | Amount |
|---|---|---|---|---|---|---|---|
| ***Joshua Trcka*** | | | | | | | |
| **14000-00560 Trcka v RotoCo, LLC** | | | | | | | |
| 04-22-2025 | Approved | E112 Court fees | Chiarito, Tracie | 1.00 | 0.00 | 1.00 | 1.00 |
| | Receipt for RVSC - copy of Minute Order for IDC | | | | | | |
| 04-22-2025 | Approved | Attorney Service | Chiarito, Tracie | 17.50 | 0.00 | 1.00 | 17.50 |
| | OneLegal Order #25144330 - submit Motion to Rescind (PAGA) | | | | | | |
| 04-22-2025 | Approved | Attorney Service | Chiarito, Tracie | 86.01 | 0.00 | 1.00 | 86.01 |
| | OneLegal Order #25144288 - file Motion to Rescind (Class) | | | | | | |
| 04-23-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #25168140 - file POS (PAGA) | | | | | | |
| 04-23-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal order #25168123 - file POS (Class) | | | | | | |
| 05-02-2025 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #25267791 - file Reply iso Motion to Rescind and Supplemental Declaration | | | | | | |
| 05-07-2025 | Approved | Attorney Service | Chiarito, Tracie | 269.00 | 0.00 | 1.00 | 269.00 |
| | Bosco Inv #13101162<br>Deliver a copy of the attached today in two separate envelopes as indicated below to Department 1 in Riverside attaching the corresponding Notice of Lodging to the front of each envelope as follows:<br>Envelope #1<br>Case No: CVRI2304897 (Class)<br>Motion to Rescind – Class (UNREDACTED) (65)<br>Declaration of Peter Carlson, Esq. - Class (UNREDACTED) (68)<br>Envelope #2<br>Case No: CVRI2306917 (PAGA)<br>Motion to Rescind – PAGA (UNREDACTED) (70)<br>Court: Riverside Superior Court - Historic Courthouse<br>Completed on: 4/23/2025 | | | | | | |
| 05-15-2025 | Approved | E109 Local travel | Chiarito, Tracie | 0.70 | 0.00 | 24.50 | 17.15 |
| | PJC Mileage to and from Court for 5/15/25 Motion to Rescind | | | | | | |
| 05-15-2025 | Approved | E109 Local travel | Chiarito, Tracie | 6.00 | 0.00 | 1.00 | 6.00 |
| | Parking at Courthouse for 5/15/25 Motion to Rescind | | | | | | |
| 06-19-2025 | Approved | E101 Copying | Chiarito, Tracie | 0.20 | 0.00 | 12.00 | 2.40 |
| | 12 copies @ .20 - demand for docs on Cortese | | | | | | |
| 07-09-2025 | Approved | E101 Copying | Chiarito, Tracie | 0.20 | 0.00 | 6.00 | 1.20 |
| | 6 copies @ .20 each - demand for docs on Spraggins to company | | | | | | |
| 07-28-2025 | Approved | E125 Mediation fees | Chiarito, Tracie | 7,500.00 | 0.00 | 1.00 | 7,500.00 |
| | The Mediation Collaborative Inv #MS1011 for 10/28/25 mediation with Michael Singer, Esq. | | | | | | |

# All Expenses

## Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00560 Trcka v RotoCo, LLC
(Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

| Entered | Status | Expense | Staff Member | Price | Mark Up % | Qty | Amount |
|---|---|---|---|---|---|---|---|
| ***Joshua Trcka*** | | | | | | | |
| **14000-00560 Trcka v RotoCo, LLC** | | | | | | | |
| 08-05-2025 | Approved | Attorney Service | Chiarito, Tracie | 44.71 | 0.00 | 1.00 | 44.71 |
| | OneLegal Order #25995531 - file Stip and Order | | | | | | |
| 08-13-2025 | Approved | E108 Postage | Chiarito, Tracie | 0.74 | 0.00 | 1.00 | 0.74 |
| | Postage for August 2025 | | | | | | |
| 11-06-2025 | Approved | E119 Experts | Chiarito, Tracie | 6,952.50 | 0.00 | 1.00 | 6,952.50 |
| | Berger Consulting Group #16613 | | | | | | |
| 11-17-2025 | Approved | Attorney Service | Chiarito, Tracie | 44.71 | 0.00 | 1.00 | 44.71 |
| | OneLegal Order #26727710 - file Stip and Order to File FAC, Cont CMC, Set MPA | | | | | | |
| 01-13-2026 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #27027717 - file RFD (PAGA) | | | | | | |
| 01-13-2026 | Approved | Attorney Service | Chiarito, Tracie | 87.25 | 0.00 | 1.00 | 87.25 |
| | OneLegal Order #27085313 - file MPA | | | | | | |
| 01-13-2026 | Approved | Attorney Service | Chiarito, Tracie | 23.02 | 0.00 | 1.00 | 23.02 |
| | OneLegal Order #26945222 - file Amended Complaint | | | | | | |
| 01-20-2026 | Approved | Attorney Service | Chiarito, Tracie | 24.12 | 0.00 | 1.00 | 24.12 |
| | OneLegal Order #27103349 - file Admin Dec | | | | | | |
| 05-18-2026 | Approved | Attorney Service | Chiarito, Tracie | 150.00 | 0.00 | 1.00 | 150.00 |
| | Estimated costs to file MFA and supporting documents | | | | | | |
| | | | | | | **Project Total** | **21,193.77** |
| | | | | | | **Client Total** | **21,193.77** |
| | | | | | | **Grand Total** | **21,193.77** |

EXHIBIT “D”