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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 JOSHUA TRCKA and TY SPRAGGINS,
12 individually, on a representative basis, and
13 on behalf of all others similarly situated;

14 Plaintiffs,

15 vs.

16 ROTOCO, LLC, a California Limited
17 Liability Company; and DOES 1 through
18 20, inclusive;

19 Defendants.

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

20 Plaintiffs Joshua Trcka and Ty Spraggins' Motion for Final Approval of the Settlement
21 (the "Final Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement
22 and Release of Claims¹ (the "Settlement Agreement") came for hearing in Department 1 of the
23 above-entitled court. The Final Approval Motion was unopposed by Defendant RotoCo, LLC.
24 Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and
25 all other materials properly before the Court and having conducted an inquiry pursuant to
26 California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was
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28 ¹ See Exhibit A to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on May 18, 2026.

1 entered by all parties in good faith, and the Settlement Agreement is approved. Due and
2 adequate notice having been given to the Class, and the Court having considered the Settlement
3 Agreement, all papers filed and proceedings had herein and all oral and written comments
4 received regarding the proposed settlement, and having reviewed the record in this Litigation,
5 and good cause appearing,

6 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

7 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
8 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over the subject matter over this Action, the Class
10 Representatives, the Class Members, and Defendant. The Court finally appoints Plaintiffs as
11 Class Representatives, and further appoints Brian Mankin and Peter Carlson of Lauby Mankin
12 Lauby LLP as Class Counsel.

13 3. For purposes of effectuating this Order and Judgment, this Court has certified the
14 following class: “All current and former Field Employees, non-exempt Non-Field Employees,
15 and Salespersons employed by Defendant in California during the Class Period (September 18,
16 2019, through January 31, 2026).” The Court further adopts the following defined terms from
17 the Settlement Agreement: (A) “Field Employee(s)” means all employees that performed
18 services for Defendant in the field, including plumbing technicians, pumpers, and water
19 restoration technicians; (B) “Non-Field Employees” means all nonexempt employees of
20 Defendant other than Field Employees”; and (3) “Salespersons” means all employees of
21 Defendant that were compensated on a commission-only basis (without or without an additional
22 stipend) pursuant to the outside sales exemption. The Court deems this definition sufficient for
23 purposes of California Rules of Court, rule 3.765(a).

24 4. As set forth in the Settlement Agreement, “Aggrieved Employee(s)” means all
25 current and former Field Employees, non-exempt Non-Field Employees, and Salespersons
26 employed by Defendant in California during the PAGA Period (September 18, 2022, through
27 January 31, 2026).

1 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
2 Form and Exclusion Form (collectively attached as Exhibit “A” to the Declaration of Taylor
3 Mitzner filed on May 18, 2026), as provided for in the Order Granting Preliminary Approval for
4 the Settlement, constituted the best notice practicable under the circumstances to all Class
5 Members and fully met the requirements of California law and due process under the California
6 and United States Constitution. Based on evidence and other material submitted, the actual
7 notice to the class was adequate.

8 6. The Court finds that the instant Action presented a good faith dispute of the
9 claims alleged, and the Court finds in favor of settlement approval.

10 7. The Released Class Claims on behalf of the Participating Class Members
11 included:

12 The claims stated in the Complaint and those based solely upon the facts in
13 the Complaint, including: (1) failure to pay minimum wages, (2) failure to
14 pay overtime wages, (3) failure to provide meal periods, (4) failure to
15 provide rest breaks, (5) failure to reimburse business expenses, (6) failure
16 to pay sick pay, (7) failure to timely pay final wages, (8) failure to provide
17 accurate itemized wage statements, and (9) unfair and unlawful
18 competition. The time period governing the Released Class Claims shall be
19 the Class Period.

20 8. The Released PAGA Claims included:

21 All PAGA claims that Plaintiff Trcka alleged against the Released Parties,
22 based on the facts stated in the relevant LWDA notice letter and only to the
23 extent that they are alleged in the Complaint, including all PAGA claims
24 seeking civil penalties premised upon: (1) failure to pay minimum wages,
25 (2) failure to pay overtime wages, (3) failure to provide meal periods, (4)
26 failure to provide rest breaks, (5) failure to reimburse business expenses, (6)
27 failure to pay sick pay, (7) failure to timely pay wages, (8) failure to timely
28 pay final wages, (9) failure to provide accurate itemized wage statements,

1 and (10) all other claims for civil penalties recoverable under the Private
2 Attorneys General Act, Labor Code §§ 2698 et seq. based on the facts or
3 claims alleged in the LWDA notice letters and Complaint. The time period
4 governing the PAGA Released Claims shall be the PAGA Period. The
5 Released PAGA Claims do not release any Aggrieved Employees' claims
6 for wages or statutory penalties.

7 9. There were no Objections and one timely and valid Request for Exclusion from
8 the Settlement that was submitted by John Henderson. There were two untimely Requests for
9 Exclusion, which are not valid and will not be accepted. Thus, all Class Members (except for the
10 one timely Request for Exclusion above) are Participating Class Members who are entitled to an
11 Individual Class Payment, pursuant to the Settlement and this Judgment. Furthermore, all
12 Aggrieved Employees are entitled to an Individual PAGA Payment, pursuant to this Settlement
13 and Judgment.

14 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
15 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
16 Parties are directed to perform in accordance with the terms set forth in the Settlement
17 Agreement and this Order and Judgment.

18 11. The Parties are to bear their own costs, except as otherwise provided in the
19 Settlement Agreement and this Order and Judgment.

20 12. With respect to the Class and for purposes of approving this Settlement, this Court
21 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
22 joinder of all members is impracticable; (b) there are questions of law or fact common to the
23 Class Members, and there is a well-defined community of interest among the Class Members
24 with respect to the subject matter of the Action; (c) the claims of Class Representatives are
25 typical of the claims of the Class Members; (d) the Class Representatives have fairly and
26 adequately protected the interests of the Class Members; (e) a class action is superior to other
27 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
28 for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as counsel for the

1 Plaintiffs in their individual and representative capacity and for the Class.

2 13. By this Order and Judgment, the Class Representatives shall release, relinquish,
3 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
4 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
5 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
6 discharged all Released Class Claims.

7 14. By this Order and Judgment, Plaintiffs and the State of California and its LWDA
8 shall fully, finally, and forever release, relinquish and discharge Defendant and the Released
9 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
10 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
11 doctrines of res judicata and collateral estoppel, and bind Plaintiff, the State of California and its
12 LWDA, and Aggrieved Employees, to the fullest extent permitted by applicable law. See *Arias*
13 *v. Superior Court*, 46 Cal.4th 969 (2009).

14 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
15 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
16 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
17 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
18 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
19 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,
20 or liability whatsoever.

21 16. The Gross Settlement Amount to be paid under the Settlement Agreement is
22 \$2,000,000. From this amount, Class Counsel sought an award of attorney's fees of
23 \$666,666.67, litigation expenses of \$21,193.77, a Service Award of \$25,000 to Class
24 Representative Joshua Trcka and a \$7,500 Service Award to Ty Spraggins, Settlement
25 Administrator Costs of \$16,000 to Phoenix Settlement Administrators, and \$50,000 to PAGA
26 Penalties (with 75% [\$37,500] to the LWDA and 25% [\$12,500] to the Aggrieved Employees.
27 Defendants do not oppose these requests. The Court finds that the Settlement Amount is fair,
28 reasonable and adequate, and awards the payments set forth below from the Settlement Amount:

- A. \$666,666.67 to Class Counsel for attorneys' fees;
- B. \$21,193.77 to Class Counsel for costs/expenses;
- C. \$25,000 to Class Representative Joshua Trcka and \$7,500 to Class Representative Ty Spraggins as Service Awards;
- D. \$16,000 to the Settlement Administrator, Phoenix Settlement Administrators;
- E. \$37,500 to the LWDA;
- F. \$12,500 to the Aggrieved Employees;
- G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

17. Defendant is directed to fund the Settlement Amount in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the Aggrieved Employees Individual PAGA payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

June 10, 2026	Final Approval Order is entered and the Effective Date occurs
December 1, 2026	<u>Payment #1 Due:</u> Defendant is ordered to fund one-half (50%) of the Settlement Amount (plus Defendant's share of payroll taxes owed on Individual Class Payments), which shall be distributed in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
10 Days After Receipt of Payment #1	Administrator is directed to disburse Payment #1 in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.

December 1, 2027	<u>Payment #2 Due:</u> Defendant is ordered to fund the final one-half (50%) of the Settlement Amount (plus Defendant's share of payroll taxes owed on Individual Class Payments).
10 Days After Receipt of Payment #2	Administrator is directed to disburse Payment #2 in a manner that compensates Plaintiffs, the Participating Class Members, the Aggrieved Employees, the LWDA, Class Counsel [for fees and costs], and the Administrator for one-half (50%) of the Court-awarded amounts.
May 30, 2028 (estimated)	180-day deadline for Participating Class Members and Aggrieved Employees to cash the settlement checks from Payment #2 after which any uncashed checks will be voided and forwarded to the State Controller, pursuant to the Settlement Agreement, this Order and applicable law.
June 30, 2028	Deadline to file Declaration by Administrator describing: (i) the date the checks were mailed, (ii) the total number of checks mailed to Participating Class Members and Aggrieved Employees, (iii) the number of checks that were uncashed, (iv) the total value of those uncashed checks, and (v) status of issuing payment to the State Controller.
Date: July 13, 2028 Time: 8:30 a.m.	Final Disbursement Hearing

18. The envelope transmitting the settlement checks shall bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [INSERT DATE] the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Trcka v. RotoCo, LLC*, Case No. CVRI2304897, on behalf of the Participating Class Members (which includes "All current and former Field Employees, non-exempt Non-Field Employees, and Salespersons employed by

1 Defendant in California during the Class Period (which is September 18, 2019, through January
2 31, 2026.”).

3 19. Participating Class Members and Aggrieved Employees shall have 180 days to
4 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
5 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
6 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
7 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
8 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
9 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
10 Defendant to have the check(s) delivered to the Participating Class Member at their place of
11 employment. In the event that a Participating Class Members and/or Aggrieved Employees does
12 not negotiate his/her check within this time period, the check will be canceled. The value of the
13 unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash
14 a settlement check shall be issued to the California State Controller in the name of the Class
15 Member and/or Aggrieved Employee.

16 20. This document shall constitute a Judgment for purposes of California Rule of
17 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
18 Class Representatives, the Class Members, and Defendant for the purposes of supervising the
19 implementation, enforcement, construction, administration, and interpretation of the Settlement
20 Agreement and this Judgment.

21 IT IS SO ORDERED.

22 Dated: _____

23 _____
Hon. Harold Hopp