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8 Attorney for Plaintiff
9 Kyle Roberts

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF TEHAMA

12 KYLE ROBERTS, on his own behalf and all
13 similarly situated individuals,

14 Plaintiff,

15 v.

16 PROPAK LOGISTICS, LLC, and DOES 1 to 100,

17 Defendants.

) NO. 23CI-000324
) CLASS ACTION
)
) SUPPLEMENTAL DECLARATION OF
) ADAM ROSE IN SUPPORT OF MOTION
) FOR PRELIMINARY APPROVAL
)
)
)
)
)

18 I, Adam Rose, declare the following:

19 1. I am one of the attorneys for the plaintiff. I have personal knowledge of the facts in this
20 declaration and if called on to testify about the facts I would competently so do.

21 2. Attached as Exhibit A is a true and correct of the amendment to the settlement agreement.

22 3. The effect of the amendment to the settlement agreement is to enlarge the class period from
23 December 2, 2020 to October 4, 2025 and the PAGA period from November 28, 2022 to to
24 October 4, 2025.

25 4. As a result, the gross settlement sum is increased from \$375,000 to \$414,750.

26 5. I am uploading this declaration with the amendment to the settlement agreement to the LWDA
27 website at the same time as filing it.

28 6. I am also concurrently filing/lodging an amended proposed order consistent with the terms of the
amendment to the settlement agreement.

1 Date: January 10, 2026

FRONTIER LAW CENTER

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/s/ Adam Rose

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Attorney for Plaintiff

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Kyle Roberts

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Exhibit A

FIRST AMENDMENT TO JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This First Amendment is made to the Joint Stipulation of Class Action Settlement and Release (“Agreement”) pursuant to Paragraphs 8 and 12.5 of the Agreement, and is made by and between: **(1)** Plaintiff Kyle Roberts (“Plaintiff”), individually and in his representative capacity on behalf of the Settlement Class Members, and as a private attorney general on behalf of the State of California; and **(2)** Defendant Propak Logistics, LLC (“Defendant”). This Agreement refers to Plaintiff and Defendant collectively as the “Parties,” or individually as “Party”.

WHEREAS, the Agreement has a discretionary escalator provision in Paragraph 8 that permits Defendant the option to extend the settlement period up to preliminary approval.

WHEREAS, Defendant has exercised the right to invoke the escalator provision through October 4, 2025.

WHEREAS, the estimated workweeks through October 4, 2025, are 44,586.

WHEREAS, by invoking the escalator provisions, Defendant hereby agrees to pay a revised Gross Settlement Sum of up to \$414,750.

NOW THEREFORE, this First Amendment adopts the definitions made in the Agreement as follows:

1. AMENDMENT TO DEFINITIONS

Paragraph 1.12 of the Agreement defining “Class Period” is amended to replace “December 31, 2024” with “October 4, 2025” to read:

“Class Period” means December 2, 2020, through *October 4, 2025*.¹

Paragraph 1.32 of the Agreement defining “PAGA Period” is amended to replace “December 31, 2024” with “October 4, 2025” to read:

“PAGA Period” means the period from November 28, 2022, through *October 4, 2025*.

Paragraph 3.1 of the Agreement is amended to read:

Gross Settlement Sum. Propak promises to pay *\$414,750.00* and no more as the Gross Settlement Sum and to separately pay any and all employer payroll taxes owed on the Wage Portions of the

¹ Italics are used in this First Amendment to assist in identifying language that is changed and not otherwise as emphasis.

Individual Class Payments. Propak has no obligation to pay the Gross Settlement Sum (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Sum without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Sum will revert to Propak.

The first sentence of paragraph 3.2.2 of the Agreement is amended to read:

To Class Counsel: Subject to Court approval, a Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Sum, which is currently estimated to be \$138,250.00 and a Class Counsel Litigation Expenses Payment of not more than \$20,000.00.

Paragraph 3.2.5 of the Agreement is amended to read:

To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$42,000.00 to be paid from the Gross Settlement Sum, with 75% (\$31,500.00) allocated to the LWDA PAGA Payment and 25% (\$10,500.00) allocated to the Individual PAGA Payments.

Paragraph 3.2.5 of the Agreement is amended to read:

The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties \$10,500.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

Paragraph 4.1 of the Agreement is amended to read:

Class Workweeks. Based on a review of its records as of *October 4, 2025*, Propak estimates there are approximately 1,142 Class Members who collectively worked a total of approximately 44,586 Workweeks during the Class Period.

The first sentence of paragraph 8 of the Agreement is amended to read:

CLASS SIZE ESTIMATES. Based on its records, Propak estimates that, as of *October 4, 2025*, (1) there are approximately 1,142 Class Members and approximately 44,586 Total Workweeks during the Class Period and (2) there were approximately 744

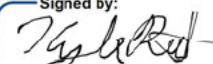
Aggrieved Employees who worked approximately 27,690 Pay
Periods during the PAGA Period.

The Class Notice attached as Exhibit A to the Agreement is hereby replaced with the revised Class
Notice Attached hereto as Exhibit 1.

APPROVAL AND EXECUTION BY THE PARTIES

CLASS REPRESENTATIVE:

Dated: 12/25/2025

Signed by:


KYLE ROBERTS
Plaintiff and Class Representative

DEFENDANT:

Dated: 01.05.2026

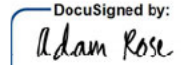


TERRY SMITH

Propak Logistics, LLC
Defendant

APPROVED AS TO FORM:

Dated: 12/22/2025

DocuSigned by:


ADAM ROSE
Frontier Law Center

Attorneys for Plaintiff, KYLE ROBERTS

APPROVED AS TO FORM:

Dated: 1/6/2026



JAMES E. HART
Littler Mendelson P.C.



Attorneys for Defendant, PROPAK
LOGISTICS, LLC

1 PROOF OF SERVICE

2 My eservice address is adam@frontierlawcenter.com. My business address is 6200 Canoga
3 Ave., Suite 470, Woodland Hills, CA 91367.

4 On January 10, 2026, I electronically served the foregoing document(s) described as set
5 forth below on the interested parties in this action, as follows:

6 Document(s) Served: **Supplemental declaration in support of motion for preliminary
7 approval**

8 Person(s) Served: Rebecca Aragon
9 raragon@littler.com
10 Littler Mendelson
633 W. Fifth St., 63rd Fl.
Los Angeles, CA 90071

11 _____ (BY MAIL) I enclosed a true copy of the above document(s) in a sealed envelope and
12 placed said envelope in the mail at Calabasas, California. The envelope was addressed as above
with postage thereon fully prepaid.

13 _____ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the
14 addressee(s).

15 X (BY ELECTRONIC MAIL) I emailed the above documents to the email address(es)
16 listed above.

17 X (STATE) I declare under penalty of perjury under the laws of the State of California
that the above is true and correct.

18 _____ (FEDERAL) I declare that I am employed in the office of a member of the bar of this
19 court, at whose direction the service was made.

20 Date: January 10, 2026

/s/ Adam Rose