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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN BERNARDINO

JESUS RODRIGUEZ, JULIA GONZALES, and ERIKA BRITO, on behalf of themselves and all others similarly situated,

Plaintiffs,

vs.

PMC SOUTHWEST LLC, a limited liability company; THE ARCTICOM GROUP, LLC, a limited liability company; THE ARCTICOM GROUP REFRIGERATION, LLC, a limited liability company and DOES 1 through 50, inclusive,

Defendants.

CASE NO. CIVSB2409006

Assigned for all purposes to:
Hon. Winston Keh, Dept. S37

DECLARATION OF AARON A. BARTZ IN SUPPORT OF PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT

Date: December 11, 2026
Time: 8:30 a.m.
Dept: S37

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DECLARATION OF AARON A. BARTZ

I, Aaron A. Bartz, declare:

1. I am an attorney licensed to practice before all courts of the State of California. I am the owner of Bartz Law Group APC, and am Class Counsel for the Plaintiff Jesus Rodriguez and others similarly situated ("Plaintiffs") herein. I have personal knowledge of the facts herein. If called as a witness, I could and would competently testify to those facts under oath.

2. I submit this declaration in support of Plaintiffs' Motion for Final Approval of Class Action Settlement.

INTRODUCTION AND SUMMARY OF LITIGATION

3. This case arises out of Plaintiffs' alleged wage and hour violations by Defendant PMC SOUTHWEST LLC, THE ARCTICOM GROUP, LLC, THE ARCTICOM GROUP REFRIGERATION, LLC. (collectively, "Defendant," "Defendants" or "Arcticom") against its current and former non-exempt California employees beginning January 2, 2022 through October 25, 2025. Defendant is a commercial refrigeration, HVAC, and electrical contractor serving California, Nevada, and other western states. During the liability period Plaintiffs were employed by Defendant as non-exempt employees. Plaintiff Julia Gonzales worked in the billing department in or about Fall 2021 until her separation in or about April 2023. Plaintiff Erika Brito worked as a CSI Biller from approximately in or about August 2022 until her separation in or about June 2023. Plaintiff Jesus Rodriguez worked for Defendants as a service technician between February 2023 and October 2023. Plaintiff and Settlement Class members include all Non-exempt employees in California who have been employed by Defendant from January 2, 2022 through October 25, 2025.

4. Prior to pursuing claims against Defendants, Plaintiff Rodriguez filed and served notice on the Labor and Workforce and Development Agency (LWDA) of the facts and theories underlying the violations, and the specific Labor Code sections that were violated pursuant to the Private Attorneys General Act (PAGA), on March 21, 2024.

5. On March 18, 2024, Plaintiffs Julia Gonzales and Erika Brito filed the instant action in this Court alleging class claims for failure to pay overtime wages, failure to reimburse necessary

business expenses, meal and rest period violations, waiting time penalties, wage statement penalties, unfair competition and for penalties under PAGA.

6. On June 17, 2024, Plaintiff Rodriguez filed his lawsuit against Defendants in the Contra Costa County Superior Court, Case No. C24-01568.

7. Next, Plaintiff Rodriguez's case was effectively consolidated with the instant case filed by Julia Gonzales and Erika Brito, and pursuant to parties' Stipulation, Plaintiffs filed their operative First Amended Complaint on June 12, 2026.

8. I believe the settlement achieved in this case, a non-reversionary amount of $931,140, is fair, reasonable and adequate taking into account all of the strengths and weaknesses of the case, Defendants' defenses, as well as the potential trial delays and appeals in the event this case was not settled.

PRELIMINARY APPROVAL AND NOTICE TO CLASS MEMBERS

9. The parties in this case have reached a proposed $931,140 non-reversionary Settlement in this class action case. A true and correct copy of the Class Action and PAGA Settlement Agreement, is attached hereto as **Exhibit 1**. On August 10, 2026, this Court granted Preliminary Approval of the parties' Settlement.

10. Pursuant to the Order, on September 28, 2026 the settlement administrator CPT Group, Inc. ("CPT Group"), mailed the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Settlement Notice") to the 546 class members.

11. Prior to sending out the Settlement Notice, CPT Group analyzed the class member data provided by Defendant, and calculated the number of class members and workweeks. Upon information and belief, Defendant further provided CPT Group with the names, last known addresses, and social security numbers for the class members based upon Defendant's employment records. After receiving the relevant contact information, CPT Group accessed the National Change of Address ("NCOA") database and updated the addresses provided by Defendant.

12. The settlement fund is all in (except for the employer's share of payroll taxes, which Defendant shall pay in addition to the $931,140 settlement), there is no claim form requirement, and no residual will revert to Defendant. No class members have objected to the settlement. Two class members

have timely opted out. Thus, settlement checks will be distributed to 544 class members. In the event a class member does not negotiate (cash) his or her settlement check, the claims administrator shall distribute the unclaimed funds to the California State Controller's Unclaimed Property Fund. The average payment to each class member is approximately $916.

FACTUAL BACKGROUND AND PROCEDURAL HISTORY

13. After filing this action, Defendant indicated Plaintiff Rodriguez's matter seemed to arise from the same or substantially identical questions of law and fact as Plaintiffs Julia Rodriguez and Erika Brito in Defendants' Case Management Statement dated October 21, 2024. Indicating to be amenable to early mediation, the parties discussed informally resolving this case prior to prolonged formal class action discovery. To that end, Defendant produced relevant class-wide written wage and hour policies, electronic and hard copy time and payroll data for the class period and documents reflecting Defendant's relevant wage and hour policies and practices in effect during the relevant time period. Plaintiffs also hired experienced damages expert James Toney, to analyze the payroll and related wage data and create a damages model for the various claims alleged in the case. Based upon the analysis of the time records and payroll data, Mr. Toney and Class Counsel were able to calculate damage estimates on a class-wide basis.

14. The parties did not attend Mediation in this matter until they had sufficient data and documents to evaluate the claims in the case. On August 26, 2025, the parties attended a full-day Mediation before wage and hour mediator, Kevin Barnes. After an all-day mediation, the parties reached a class-wide resolution with the help of a mediator's proposal. Then, the parties entered into a Long Form Settlement Agreement in April 2026.

15. The operative First Amended Complaint alleges claims for 1) Failure to Pay All Overtime Wages; 2) Minimum Wage Violations; 3) Unreimbursed Business Expenses; 4) Meal Period Violations; 5) Rest Period Violations; 6) Waiting Time Penalties; 7) Wage Statement Violations; 8) Unfair Business Competition; and 9) Violation of Labor Code § 2698-2699 (PAGA). Plaintiffs further allege that they and the Class are entitled to damages, restitution, wages, attorneys' fees, and interest, among other remedies.

SUMMARY OF SETTLEMENT

16. In summary, the settlement fund is allocated as follows:

(1) Net settlement fund: $498,426;

(2) Attorney's fees and costs: $310,380 in attorneys' fees and $31,833.55 in costs;

(3) Settlement administrator expenses of $10,500;

(4) PAGA payment: $50,000 ($37,500 to the LWDA, and $12,500 to aggrieved employees);

(5) Class representative enhancements: $30,000 for the named Plaintiffs.

Pursuant to *Kullar v. Footlocker Retail Inc*., 168 Cal.App. 4th 116, 118 (2008) and *Dunk v. Ford Motor Co*., 48 Cal.App.4th 1794 (1996), the following describes the settlement's reasonableness. Plaintiffs recognize the expense and length of continued proceedings necessary to continue the litigation against Defendant through trial and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk of denial of motion for class certification and the uncertain outcomes resulting from further litigation, and the difficulties and delays inherent in such litigation.

Based on the foregoing, Plaintiffs have determined that the settlement is a fair, adequate and reasonable settlement and is in the best interests of the Class Members. The reasonable exposure and the reasonable settlement value for each of the alleged claims are as follows:

1. Overtime/Off-the-Clock Wage Violations

Labor Code § 510 provides that "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Further, "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay . . ., [and] any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of an employee."

Labor Code § 1194 states any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit.

Plaintiffs contend that Defendant failed to pay all wages due in several respects.

a. Minimum Wage Violations: **$75,000.00**

Plaintiffs allege that putative class members were not paid for all hours because Defendant encouraged employees to work off-the-clock and, separately, maintained a time rounding practice that required Plaintiffs and members of the Classes to punch-in for the beginning of their shift no more than seven (7) minutes before the scheduled start time, and to punch-out from their shift no more than seven (7) minutes after the scheduled end time. Hand-in-hand with this policy is Defendant's policy on tardiness, whereby non-exempt employees are subject to disciplinary action for being late to work, whether it be 1 minute, 5 minutes, or more. Plaintiffs also allege a unilateral auto-deduct policy and an improper on-call pay procedure. Plaintiffs' analysis indicated that approximately 51% of shifts were negatively affected by Defendant's timekeeping system. However, Arcticom asserts that it forbade employees from working off-the-clock, denies an auto-deduct mechanism and sets forth multiple defenses to Plaintiffs' rounding claim, with the foremost being that it in-fact paid for all hours worked an any discrepancy is de-minimis. Arcticom also maintains that certification of a rounding class would be unlikely. Finally, Defendant argues that it compensated putative class members for all hours worked and contends that Plaintiffs would be unable to certify this claim given the individualized inquiries as to whether putative class members were actually paid more (or less) than time recorded, in each individual circumstance. For these reasons, Plaintiffs estimated Defendant's exposure as $75,000.

b. Unpaid Wages due to Regular Rate Miscalculation: **$15,000**

Plaintiffs allege that Arcticom failed to include non-discretionary bonuses in the "regular rate" of pay. These bonuses and extra pay included periodic incentive bonus programs and/or commission earned by achieving pre-determined goals. Assuming that Plaintiffs would be able to prove that each of the bonuses should have been included when calculating the overtime rate of pay, the putative class was underpaid a de minimis/nominal amount in overtime wages. Plaintiffs did not discount Defendant's maximum exposure (to account for risk of non-certification or failure on the merits) to arrive at an estimated exposure of $15,000. Arcticom maintains that the bonuses, if any, were discretionary both as to payment and as to amount, and therefore were not required to be included in the "regular rate" for overtime purposes.

Defendant contends that its payment policies were lawful, and that it paid for all time worked by Plaintiffs and the class members.

2. Meal and Rest Period Claims

a. Meal Period Violations: **$150,000**

Plaintiffs contend that Defendant failed to provide Plaintiffs and class members with a duty-free 30-minute meal period for every five hours of work as is required by Labor Code § 512 and the applicable IWC Wage Order(s) and in violation of *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012). Failure to provide a meal in accordance with the applicable Wage Order(s) results in payment by the employer of one additional hour of pay at the employee's regular rate of pay for each workday that the rest or meal period is not provided. (Labor Code § 226.7.) Defendant also cannot create "incentives to forego, or otherwise encourage[] the skipping of legally protected breaks." *Brinker*, *supra*, 53 Cal.4th at 1040. Moreover, when time records show short, missed, and late meal periods, there is a presumption that an employer violated California's meal period requirements. *See Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 78 (2021) ("If time records show noncompliant meal periods, then a rebuttable presumption of liability arises.")

Plaintiffs allege that from a practical standpoint, Defendant did not pay meal period premiums at the regular rate of pay, as California law and their own written policies required. Plaintiffs anticipate that Arcticom will point to its facially compliant written policies, however, the existence of a facially complaint written policy is not sufficient to defeat class certification where an employer has a practice of failing to provide all meal periods. *See*, e.g., *Alberts v. Aurora Behavioral Health Care*, 241 Cal.App.4th 388 (2015) (holding that class certification was proper where it was shown that employer's practices or procedures resulted in the denial of lawful meal and rest breaks, even though the employer's written meal and rest break policy was facially legal, and even if employees could not prove a "universal practice" on the part of management to deny employees breaks). Arcticom disputes these allegations. Based on Plaintiffs' expert's analysis of the timekeeping records produced in connection with mediation, Plaintiffs determined that there were approximately 7,500 qualifying shifts with a late, short or otherwise non-compliant meal period for which no premium was paid. As such, Plaintiffs have evaluated Defendant's meal period exposure as follows: 7,500 violations * $20 premium (average hourly rate) = $150,000. Plaintiffs' analysis was not discounted, to arrive at an estimated exposure of

$150,000.

b. Rest Period Premium Wages: **$150,000**

Section 12(A) of the IWC Wage Order(s) states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

Section 12(B) of the IWC Wage Order(s) states: "If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided." Moreover, during rest periods, "employees must not only be relieved of work duties, but also be freed from employer control over how they spend their time." *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 270 (2016). Further, when an employer adopts common policies that prevent employees from taking their rest breaks, it presents a common factual issue by which liability may follow. *See Jaimez v. Daiohs USA, Inc.*, 181 Cal.App.4th 1286, 1304 (2010). Indeed, "[t]he wage orders and governing statute do not countenance an employer's exerting coercion against the taking of, creating incentives to forego, or otherwise encouraging the skipping of legally protected breaks." *Brinker, supra*, 53 Cal.4th at 1040.

Despite Arcticom's facially lawful written rest period policies, Plaintiffs contend that in practice, employees did not receive a rest period for every four hours worked, or major fraction thereof, particularly due the inherent needs of the industry and demands of superiors. Contrary to policy, Plaintiffs allege that employees were discouraged from taking all duty-free rest breaks. As an anecdotal baseline measure, Plaintiffs allege that putative class members were regularly denied one (or more) rest periods every two pay periods, particularly when working shifts in excess of 10.0 hours.

Arcticom contends it authorized employees to take all required rest periods, and that it did not do anything to discourage or impede employees from taking their rest periods in practice. Defendant further argues that Plaintiffs' rest period claim is inherently unsuited for class treatment as it would require

individualized inquiries to determine whether a certain rest period was denied on a given shift, and whether a missed rest period was the result of individual employee choice, which would devolve into an unmanageable series of mini-trials, particularly since rest periods were not recorded and there was no other common evidence of when rest periods were taken. Based on documentary and anecdotal evidence, Plaintiffs assessed an estimated the maximum damages on this claim at $150,000 (7,500 independent violations x $20 average hourly rate). Accordingly, Plaintiffs' analysis did not discount Defendant's calculated exposure by for risk, to arrive at an estimated exposure of $150,000.

3. Waiting Time Penalty: $215,000

The waiting time penalty is purely derivative. Based on data provided by Defendant, there are approximately 282 putative class members who have separated their employment in the relevant time period. Plaintiffs' expert calculated a *maximum* waiting time penalties for all 282 employees (i.e., 240 hours of pay at the average hourly rate of pay @ $20.00) at $1,353,600. However, as noted, there was *significant* risk of non-certification and non-recovery on this claim due to Defendant's good-faith defenses to the underlying claims and contention that waiting time penalties are not available for meal or rest period claims (which form the bulk of Defendant's underlying liability). Thus, Plaintiffs discounted the *maximum* exposure by 60% for risk of non-certification and by an additional, separate, 60% for risk of being unsuccessful on the merits, to arrive at an estimated total of $215,000..

4. Wage Statement Penalties: $115,000

As to the wage statement penalties, which is derivative of the other claims identified above, Class Counsel arrived at a maximum reasonable exposure of this claim of approximately $206,000. This figure was arrived at by assuming that each wage statement that was provided to the class members violated Labor Code §226, and multiplying the number of pay periods during the statutory period by $50 for 21 initial violations, and $100 for 993 subsequent violations per pay period.

Plaintiffs' expert analysis of the data reflected that there are approximately 2,731 qualifying wage statements issued to putative class members during pay periods in the relevant time period. Plaintiffs therefore calculated a total of $206,000 in maximum potential wage statement penalties. Arcticom maintains that no underlying violations occurred which would give rise to derivative wage statement liability, and that its wage statements followed Labor Code § 226(a)'s requirement to list the name of the employer on the wage statement. Defendant further maintains that, even if there were any

alleged violations, they were not "knowing and intentional" to meet the standards set in Labor Code § 226(e) for a wage statement penalty. Arcticom further asserts that meal and rest period claims cannot support wage statement penalties after *Kirby*. Plaintiffs therefore discounted the calculated exposure by 25% for risk of non-certification, and an additional, separate 25% for risk of being unsuccessful on the merits, to arrive at an estimated total of $115,000.

5. PAGA Penalties: $50,000

Plaintiffs contend that PAGA penalties are owed based on the numerous alleged Labor Code violations identified above. Once a PAGA violation is found, a court must award civil penalties. *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1211-1213 (2008). Nevertheless, a court has discretion to reduce the award of civil penalties if it finds that "based on the facts and circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary and oppressive, or confiscatory." Cal. Lab. Code § 2699(e)(2).

Significantly, moreover, because it is an open question regarding the Defendant's liability, there is a very real possibility that a court would substantially reduce the penalties, even if they are proven. *See, e.g., Fleming v. Covidien, Inc.*, 2011 WL 7563047, *3-4 (C.D. Cal. 2011) (reducing penalties from $2.8 million to $500,000 based on wage statement violations because to assess full penalties would be unjust and arbitrary); *Thurman v. Bayshore Transit Mgmt., Inc.*, 203 Cal.App.4th 1112, 1134 (2012) (reduction of PAGA penalties by 30% affirmed on appeal).

Plaintiffs' expert identified employees potentially qualified for PAGA penalties, *assuming* that at least one labor code violation could be proven in each of the qualifying pay periods. PAGA penalties were calculated at $100 for the first pay period and $200 for subsequent pay periods. Plaintiffs calculated the *maximum* PAGA penalties for all employees was approximately $1,250,000. *see also Amaral v. Cintas Corp.* (2008) 163 Cal.App.4th 1157. However, these penalties derive from the underlying violations discussed herein, each of which Defendant vigorously disputes. *See, e.g.*, *Green v. Lawrence Service Co.*, No. LA-CV-12-6155-JAK(VBKx), 2013 WL 3907506 at *5, fn. 5 (C.D. Cal. July 23, 2013) (explaining that PAGA claim's success is determined by merits of underlying claims). PAGA also specifically grants courts the discretion to reduce penalties (Labor Code § 2699(e)(2)), and Defendant argues that the Court would reduce penalties significantly given the good-faith defenses. Accordingly, Plaintiffs discounted that maximal figure by 80% for a risk of losing on the merits and by

an additional, separate, 80% for the risk of this Court reducing penalties, to arrive at an estimated total of $50,000. *See also Thurman, supra,* 203 Cal.App.4th at 1135-36 (affirming reduction of PAGA penalties); *Fleming*, *supra*, 2011 WL 7563047 at *4 (justifying the significant reduction of PAGA penalties).

6. Total Damage Exposure[1]

Using these estimated figures for each of the claims described above, Plaintiffs predicted the realistic potential total recovery for the Settlement Class would be approximately **$770,000**. The proposed settlement of $931,140 represents over 100% of Plaintiffs' reasonably forecasted recovery *before* accounting for attorneys' fees and costs and are a class-wide recovery that would likely be precluded absent settlement. This recovery is significant, particularly considering the barriers to maintain this case as a class/collective action, and supports final approval because the settlement will provide meaningful monetary relief to the Settlement Class.

ATTORNEY COMPETENCE IN CLASS ACTIONS

17. I am experienced class action counsel, including specializing in wage and hour and employment claims. Some of the class action litigation on which I have served as Class Counsel include:

a. *Wilkins, et al. v. Equinox Holdings, Inc.*
Los Angeles Superior Court, No.: BC440058

b. *TBC Retail Group Wage and Hour Cases*
Los Angeles Superior Court, No.: JCCP No. 4701

c. *Casserly v. Randstad US,L.P.,et al.*
U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

d. *Crilly v. Micro Electronics, Inc*.
Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC

e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC

[1] The Unfair Competition claim is subsumed into the *Kullar* analysis above. The Unfair Competition claim is based upon the wage and hour violations, and adds an extra year of damages, and is included within the above analysis.

f. *Holsted et al. v. R.J. Noble Company et. al.*
Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC

g. *Piggue v. Chief Protective Services, Inc.*
Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC

h. *Walsh v. Pacific Bell Telephone Company*
Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC

i. *Woods v. JFK Memorial Hospital*
Riverside County Superior Court, No.: INC 1205209

j. *Ramirez et. al v. Titan Insurance of New Mexico*
Riverside County Superior Court, No.: RIC1211890

k. *DeSantos v. Jaco Oil Company*, et al.
U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT

l. *Duran v. Big 5 Corp.*
Los Angeles Superior Court, Case No. BC557154

m. *Sheahan v. Celtic Leasing Corporation, Inc.*
Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC

n. *Panusis v. Control4 Corporation*
United States District Court, Central District of California
Case No. SACV-16-1179-DOC

o. *Matthews v. Whelan Security of California, Inc.*
Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC

p. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*
Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

q. *Wang v. Fountain Valley Regional Hospital*
Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

r. *Skerl v. Sutter Bay Hospitals*
San Mateo Superior Court, No. 21-CIV-02057

s. *Rodriguez v. Travel Traders, Inc.*
Los Angeles Superior Court, Case No. 23STCV20804

t. *Franceschi v. Airport Appliance, Inc.*
Santa Clara Superior Court, Case No. 23CV421926

18. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and since 2010, complex employment law and wage and hour matters.

19. I am a member of the California State Bar, the Orange County Bar Association, and Los Angeles County Bar Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 28+ year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. For example, in 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which involved AT&T's leave policies, and settled for $16,800,000. Recently, in October 2023, I was also co-lead counsel in *Skerl v. Sutter Bay Hospitals*, in which final approval was granted for a $12,000,000 settlement for health care workers who experienced wage and hour violations. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

20. In addition to myself, Rex J. Phillips, an attorney with over 19 years of experience, also assisted me with the prosecution of this case. Mr. Phillips graduated with Honors from Glendale University College of Law, achieved a B.A. in English from California State Polytechnic University, Pomona, and has many years of experience prosecuting employment actions, including wage and hour class and representative actions. Moreover, Marcos Alberto Pena, an associate attorney, also assisted me with this case. Mr. Pena graduated from the University of Colorado at Boulder, with a B.A. in Economics, and received his law degree from Creighton University School of Law in 2018.

21. Also assisting Mr. Phillips, Mr. Pena and I in this case were our paralegals Nestor Mejia and Leanne Nguyen-Phuoc. Mr. Mejia has an AA from West Los Angeles College in Business Administration, and has many years of experience working on employment and wage and hour matters, including PAGA and complex class actions, for my firm and others within California. Ms. Nguyen-Phuoc obtained her BA in Criminology, Law and Society and her Paralegal Certification from UCI, and has worked on class actions and other complex cases since her inception with my firm.

CLASS REPRESENTATIVE ENHANCEMENT

22. Plaintiff Jesus Rodriguez has been intimately involved in the prosecution of this case. Prior to filing this case, I spent numerous hours talking to Mr. Rodriguez about the wage and hour issues that he experienced while working for Defendant, and worked with him to prepare the PAGA letter and Complaint filed in this case. Mr. Rodriguez also assisted with interpreting the documents produced in informal discovery, and greatly assisted in preparing for and making for a successful mediation.

23. Mr. Rodriguez also faced significant risks in being a class representative in this action. For instance, a simple Google search reveals Mr. Rodriguez's name in connection with this lawsuit.

24. Moreover, Mr. Rodriguez complained to Defendant about the very issues raised in this case, including failing to provide meal and rest periods properly, and thereafter was retaliated against. In short, he may have been able to pursue an individual retaliation claim that would have been far more lucrative if pursued on an individual basis. Instead, the Plaintiff pursued this class case to right the wrongs that not only he experienced, but hundreds of others experienced as well.

25. Based on the work that Mr. Rodriguez has done for the class in this case, his reputational harm, and claims released by virtue of this litigation, I believe Plaintiff Mr. Rodriguez is entitled to an enhancement award of $10,000 in this case.

ATTORNEYS FEES, COSTS AND EXPENSES

26. To date, Class Counsel has billed more than 411 hours to this case, incurring attorneys' fees of more than $339,086. My firm Bartz Law Group APC has spent approximately 138 hours on this case, and we expect to incur at least 15 additional hours between now and the final accounting of the settlement administration, communicating with the settlement administrator, communicating with putative class members about the settlement, preparing for and attending the final approval hearing, and administering the settlement. My billing rate is currently $1,025, but during prior years in this case was $925 and $850 an hour, and Rex Phillips' billing rate is $650 an hour, Marcos Pena's billing rate is $625 an hour, and paralegals Nestor Mejia and Leanne Nguyen-Phuoc, bill at a rate of $295 and $215 per hour, respectively. Attached as **Exhibit 2** is a true and correct copy of the attorneys' fees incurred by Bartz Law Group APC in this case. My co-counsel at United Employees Law Group (UELG), Walter

Haines, has a billable rate of $950 per hour. All of the fees incurred were reasonable and necessary in order to prosecute this case. I am familiar with the billable rates of other attorneys within the Southern California, having practiced here since 1998. Based upon my knowledge of other attorneys' rates, my firm's and my co-counsel's rates are well within reasonable market rates in Southern California, and generally modest when compared to other employment law attorneys with comparable experience. The above hourly rates do not reflect the risk premium associated with this contingency case.

27. Bartz Law Group APC has also incurred reasonable and necessary costs to prosecute this action totaling $15,383.38, including filing fees, mediation fees, and expert fees, among others. Attached as **Exhibit 3** are Bartz Law Group APC attorneys' costs incurred in connection with this case.

28. Class Counsel is requesting attorneys' fees of $310,380, or one-third of the gross settlement amount. Class Counsel's lodestar of more than $339,086 does not reflect the additional work that will need to be performed in this case to prepare for and attend the final approval hearing and to assist in administering the settlement. Pursuant to *Lealao v. Beneficial California, Inc.*, 82 Cal.App.4th 19 (2000), Class Counsel believes that the fee request in this case is fair and reasonable in view of the typical common fund attorneys' fees awards and similar California class action settlements. Plaintiffs and Class Counsel have entered into a Joint Prosecution and Fee Sharing Agreement, and all Plaintiffs and counsel have signed the agreement. Burrows Law Firm, APC/Novak Law Firm PC is entitled to receive 50% of the attorneys' fees, and Bartz Law Group, APC/United Employees Law Group, PC is entitled to 50% of the attorneys' fees recovered in this case.

29. Concurrently with the filing of this Motion, Plaintiffs have also transmitted all papers filed with this Court to the Labor Workforce and Development Agency/Department of Industrial Relations, by online submission, at its website located at https://dir.govfa.net/432.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 16, 2026 at Irvine, California.

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT 1

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Jesus Rodriguez, Julia Gonzales, and Erika Brito ("Plaintiffs") and Defendants PMC Southwest LLC, The Arcticom Group, LLC, and The Arcticom Group Refrigeration, LLC ("Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Actions" mean the Plaintiffs' lawsuits alleging wage and hour violations against Defendants captioned *Jesus Rodriguez v. The Arcticom Group, LLC; The Arcticom Group Refrigeration, LLC,* Case No. C-24-01568, filed in the Contra Costa Superior Court, and Julia Gonzales and Erika Brito v. PMC Southwest, LLC, Case No. CIVSB24009006, filed in the San Bernardino Superior Court. Plaintiffs shall file a consolidated First Amended Complaint in San Bernardino Superior Court and seek settlement approval there.

1.2. "Administrator" means CPT Group, Inc.("CPT"), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. "Aggrieved Employee" means all current and former non-exempt employees who have worked in California for Defendants from March 21, 2023 through October 25, 2025, whether or not the Aggrieved Employee opts out of the class settlement, and represented by the Plaintiffs and the State of California Labor and Workforce Development Agency.

1.5. "Class" means all non-exempt current and former employees who worked in California for Defendants during the Class Period.

1.6. "Class Counsel" means Bartz Law Group, APC, United Employees Law Group, PC, Burrows Law Firm, APC, and The Novak Law Firm, P.C.

1.7. "Class Counsel Fees Payment" and "Class Counsel Litigation Expenses Payment" mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Actions.

1.8. "Class Data" means Class Member identifying information in Defendants' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee), during the Class Period.

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

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1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from January 2, 2022 through October 25, 2025, as potentially modified by Paragraph 9, below.

1.13. "Class Representatives" mean the named Plaintiffs Jesus Rodriguez, Julia Gonzales, and Erika Brito, seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payments" means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.

1.15. "Court" means the Superior Court of California, County of San Bernardino .

1.16. "Defendants" means named Defendants PMC Southwest LLC, The Arcticom Group, LLC, and The Arcticom Group Refrigeration, LLC.

1.17. "Defense Counsel" means Steve Hernandez of DLA Piper LLP (US).

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the date the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the deadline for filing a notice of appeal from the Judgment or the appeal is withdrawn; or if a timely appeal from the Judgment is filed, as soon as the appellate court affirms the Judgment and issues a remittitur.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means Nine Hundred Thousand Dollars ($900,000.00) which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payments and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

1.25. "Judgment" means the judgment approved by Defense Counsel and entered by the Court based upon the Final Approval.

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1.26. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31. "PAGA Period" means the period from March 21, 2023 through October 25, 2025, as potentially modified by Paragraph 9, below.

1.32. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33. "PAGA Notices" means Plaintiff Rodriguez's March 21, 2024 and Plaintiff Brito's July 3, 2024 letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a), asserting claims for civil penalties under, among other things, Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 1174, 1194, 1197, 1198, 1198.5, 2699, and 2802.

1.34. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount ($50,000.00), allocated 25% to the Aggrieved Employees ($12,500.00) and 75% to LWDA ($37,500.00) in settlement of PAGA claims.

1.35. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. "Plaintiffs" mean Jesus Rodriguez, Julia Gonzales, and Erika Brito, the named plaintiffs in the Actions.

1.37. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. "Released Class Claims" means the claims being released as described in Paragraph 5.3 below.

1.40. "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

1.41. "Released Parties" means: Defendants and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.

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1.42. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement.

1.44. "Settlement" means the disposition of the Actions effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

2.1. Plaintiffs filed the Actions on March 18, 2024 and June 17, 2024, respectively, against Defendants for Violation of Business and Professions Code section 17200, Failure to Pay Wages including Minimum and Overtime Wages, Failure to Maintain Accurate Payroll Records, Waiting Time Penalties, Failure to Provide and Maintain Accurate Wage Statements, Failure to Provide Meal and Rest Periods, and Violation of the PAGA. Defendants deny the allegations alleged in the Actions, deny any failure to comply with the laws identified in the Actions, and deny any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notices.

2.3. On August 26, 2025, the Parties attended Mediation before Kevin Barnes, Esq., and pursuant to further negotiations, agreed to settle on the terms contained herein.

2.4. Prior to engaging in Mediation, Plaintiffs obtained, through informal discovery, time and payroll records of Defendants, policy documents, and other information and data sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar"*).

2.5. The Court has not granted class certification.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay Nine Hundred Thousand Dollars ($900,000.00) and no more as the Gross Settlement Amount, and to separately pay any and all applicable employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants agree to pay the Gross Settlement Amount, which is the total and all-inclusive amount that Defendants will be obligated to pay under the Settlement embodied by this Agreement. Except as set forth in Paragraph 9, under no circumstances shall the Settlement sum exceed the sum of $900,000.00, inclusive of class payments, PAGA penalties, and attorney fees and costs. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to

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Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.3. To Plaintiffs: Class Representative Service Payment to the Class Representatives in the amount of not more than Ten Thousand Dollars ($10,000.00) to each of the Class Representatives, totaling Thirty Thousand Dollars ($30,000.00), in addition to any Individual Class Payment and any Individual PAGA Payment each Class Representative is entitled to receive as a Participating Class Member. Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed the above amounts. If the Court approves Class Representative Service Payments less than the amount requested, the remainder shall be allocated to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.4. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be Three Hundred Thousand Dollars ($300,000.00) and a Class Counsel Litigation Expenses Payment of not more than Forty Thousand Dollars ($40,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.5. To the Administrator: An Administrator Expenses Payment not to exceed Eleven Thousand ($11,000.00) except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $11,000.00, the Administrator will allocate the remainder in the Net Settlement Amount.

3.6. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Workweeks.

3.6.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported

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on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.6.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.7. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifty Thousand Dollars ($50,000.00) to be paid from the Gross Settlement Amount, with 75% ($37,500.00) allocated to the LWDA PAGA Payment and 25% ($12,500.00) allocated to the Individual PAGA Payments.

3.7.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties of $12,500.00 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.7.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are approximately 540 Class Members who collectively worked a total of 45,461 Workweeks from January 2, 2022 to October 25, 2025, and 463 PAGA Aggrieved Employees who worked a total of 30,749 PAGA Pay Periods from March 21, 2023 to October 25, 2025.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount within 10 days of the Effective Date. Defendants shall also fund the amounts necessary to fully pay Defendants' share of payroll taxes. All such funds shall be transmitted to the Administrator in accordance with the above schedule.

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4.4. Payments from the Gross Settlement Amount. Within 10 days after the Defendants fully fund the entire Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representatives' Service Payments.

4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release

Docusign Envelope ID: B665A775-10EF-48F2-8984-FFE70B2681E0

claims against all Released Parties as follows:

5.1. Plaintiffs' Release. Plaintiffs fully release and forever discharge Defendants and the Released Parties from any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected that arise from or are related to Plaintiffs' employment by Defendants or the Actions, including but not limited to: (1) the Actions and any claims arising out of or related to the Actions; (2) any claims under federal, state or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and claims for liquidated damages, penalties, or costs and fees associated therewith, including under the California Labor Code; (3) wrongful termination, discrimination, harassment, and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family rights Act, the Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California Government Code, (4) any act, omission, or occurrence or claim arising out of or related to the Actions or Plaintiffs' employment or termination thereof with Defendants taking place on or before the Effective Date; and (5) any other form of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under state, federal, or local law. Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

> **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.**

5.3. Released Class Claims By Participating Class Members Who Are Not Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Actions and Plaintiffs' PAGA Notices, including claims under the California Labor Code, California Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, failure to pay wages (including minimum wages, regular wages, overtime wages, failure to pay overtime at the regular rate, and double time

Docusign Envelope ID: B665A775-10EF-48F2-8984-FFE70B2681E0

wages, failure to provide compliant meal periods and associated premium pay, failure to provide compliant rest periods and associated premium pay, failure to pay sick and/or vacation time, failure to provide compliant wage statements, failure to timely pay wages upon termination of employment, failure to timely pay wages during employment, failure to maintain accurate records, failure to maintain requisite payroll records, including Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, and unfair or unlawful business practices in violation of California Business and Professions Code § 17200, *et seq.* The Released Class Claims also means any claims, rights, demands, liabilities, damages, wages, benefits, expenses, penalties, debts, obligations, attorneys' fees, costs, any other form of relief or remedy in law, equity, or whatever kind or nature, and causes of action, that could potentially arise from the receipt of any monies as a result of this Settlement by any member of the Class.

5.3.1. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.4. Released PAGA Claims by Aggrieved Employees: All Aggrieved Employees, the State of California and Plaintiffs shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished, released, and discharged Released Parties from the claims for civil penalties that could have been sought by the Labor Commissioner for the alleged violations of the California Private Attorneys General Act of 2004 identified in the PAGA Notices and the Actions, including for alleged violations of Labor Code sections section 201, 202, 203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1197, 1198, 2699, and 2802, during the PAGA Period. The Aggrieved Employees will be issued a check for their share of the individual PAGA payment and will not have the opportunity to opt out of, or object to, the individual PAGA payment and release of the PAGA claims set forth herein. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their individual PAGA payment or opt out of being a Class Member.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

6.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (s)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; and operative procedures for protecting the security of Class Data, and other documents reasonable and necessary to secure approval of the Settlement.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly

Docusign Envelope ID: B665A775-10EF-48F2-8984-FFE70B2681E0

responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, proposed Judgment, and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

6.4. Plaintiffs' Counsel shall submit a copy of the proposed settlement to the LWDA at the same time that it is submitted to the Court pursuant to California Labor Code section 2699(s)(2). Additionally, Plaintiffs' Counsel shall submit a copy of the court's order granting the motion for final approval and Judgment to the LWDA within ten (10) days after entry of the order or Judgment pursuant to California Labor Code section 2699(s)(3).

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected CPT Group, Inc., to serve as the Administrator and verified that, as a condition of appointment, CPT agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal

Docusign Envelope ID: B665A775-10EF-48F2-8984-FFE70B2681E0

Service ("USPS") mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5. Requests for Exclusion (Opt-Outs).

7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice. A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

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7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.3 and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination of the challenges. The Court will have the final authority in the event that challenges from Class Members remain unresolved.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice. Not later than 5 days after the expiration of the deadline for submitting Objections, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Objections; and (b) copies of all Objections submitted (whether valid or invalid).

7.7.3. Non-Participating Class Members have no right to object to any of the class

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action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge, unless the Court determines otherwise.

7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not

Docusign Envelope ID: B665A775-10EF-48F2-8984-FFE70B2681E0

limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (s)(2), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval and proposed Judgment.

8.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

8.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

8.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

8.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement or later revisions or amendments thereto, specifically

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including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

8.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

Based on its records, Defendants estimate that during the Class Period, there were 540 Class Members and 45,461 Workweeks. If the number of Workweeks worked by the Class Members during the Class Period is greater than 10% above that estimated by Defendants, then the Gross Settlement Amount shall be increased proportionately for each additional Workweek above the 10% threshold. In the event the workweeks exceed 39,890 by 10% or more before October 25, 2025, Defendants have the option, at their sole discretion, to cut off the release as of the date that the Workweeks is no more than 10% above 39,890 Workweeks. If, through October 25, 2025, the number of workweeks has increased by 10% or more (i.e., if there are 43,879 or more workweeks), Defendants agree to either: (1) increase the Gross Settlement Amount on a proportional basis for every percent above the 10% threshold (i.e., if there was 13% increase in the number of aggregate pay periods, Defendant would agree to increase the Gross Settlement Amount by 3%.); or (2) that the Class Period and PAGA Period will end on the date on which the aggregate pay period count reaches 43,879.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. DEFENDANTS' RIGHT TO RESCIND. Defendants retain the right, in the exercise of their sole discretion, to rescind this Settlement Agreement within ten (10) days after the expiration of the opt out period in section 7.5 above, if ten percent (10%) or more of Class Members opt out of this Settlement. All signatories and their counsel must not encourage opt-outs. All signatories and their counsel specifically agree not to solicit opt-outs, directly

Docusign Envelope ID: B665A775-10EF-48F2-8984-FFE70B2681E0

or indirectly, through any means. In the event that Defendants exercise the right to rescind pursuant to this paragraph, Defendants shall be responsible for all Administrator costs incurred to the date of the rescission.

12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

12.3. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this

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Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

12.7. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.15. Use of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other

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settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court.

12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs:

Bartz Law Group APC
5151 California Ave., Suite 100
Irvine, CA 92617
Attn: Aaron A. Bartz
aaron@bartzlawgroup.com

Burrows Law Firm, APC
12100 Wilshire Blvd., Suite 800
Los Angeles, CA 90025
Attn: Christopher L. Burrows
cburrows@cburrowslaw.com

To Defendants:

DLA Piper LLP (US)
2000 Avenue of the Stars, Suite 400
Los Angeles, CA 90067
Attn: Steve L. Hernandez
Steve.hernandez@us.dlapiper.com

12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP

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section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.21. No Additional Contribution by Defendants. Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Actions is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendants or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

"PLAINTIFFS"

Dated: _____

By: _____
Plaintiff, Jesus Rodriguez

Dated: 4/14/2026

By: DocuSigned by: B8898DC4F8D8437...
Plaintiff, Erika Brito

Dated: 4/14/2026

By: DocuSigned by: 26F58522C824463...
Plaintiff, Julia Gonzales

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section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

12.21. No Additional Contribution by Defendants. Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount. Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of Claims and, issuance of the final order and Judgment) provided in this Agreement or to fully and finally settle and resolve the class action claims, individual claims, and PAGA claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Actions is barred by operation of law, or invalidated, or ordered not to be carried out by a court of competent jurisdiction, Defendants will cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

12.22. Taxes. Plaintiffs and each Participating Class Member and aggrieved employee will be responsible for paying all applicable state, local, and federal income taxes on their respective amounts received pursuant to this Settlement, and they shall not seek any indemnification from Defendants or the Released Parties in this regard. Plaintiffs and Plaintiffs' Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiffs and/or any Participating Class Member and aggrieved employee should any taxing authority challenge the allocation of any payments under this Agreement.

12.23. In the event that any portion of this Agreement is deemed illegal, invalid or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, and this Agreement shall be construed as though such illegal, invalid or unenforceable provision had never been contained herein, unless a court determines the primary purpose of this Agreement would be frustrated.

IT IS SO AGREED:

"PLAINTIFFS"

Dated: 4/10/2026

By: DocuSigned by: 1E7B63097CAC4BC...
Plaintiff, Jesus Rodriguez

Dated: _____

By: _____
Plaintiff, Erika Brito

Dated: _____

By: _____
Plaintiff, Julia Gonzales

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"**DEFENDANTS"**

Dated: _____

By:_____
Defendant, PMC Southwest, LLC
By:

Dated: _____

By: _____
Defendant, The Arcticom Group, LLC
By:

Dated: _____

By: _____
Defendant, The Arcticom Group Refrigeration, LLC
By:

APPROVED AS TO FORM

Dated: _____

By: _____
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees Law Group, PC
Attorneys for Plaintiff
JESUS RODRIGUEZ

Dated: 4/16/2026

By: Signed by: Christopher Burrows 6090F0A6D00F42C...
Christopher L. Burrows
Sean M. Novak
Burrows Law Firm, APC; The Novak Law Firm, P.C.
Attorneys for Plaintiffs
JULIA GONZALES and ERIKA BRITO

Dated: _____

By: _____
Steve L. Hernandez
DLA Piper LLP (US)
Attorneys for Defendants
PMC SOUTHWEST, LLC, THE ARCTICOM GROUP, LLC, THE ARCTICOM GROUP REFRIGERATION, LLC

Docusign Envelope ID: 171EC52D-ADC4-8309-8084-C398100371F9

"**DEFENDANTS**"

Dated: _____

By:_____
Defendant, PMC Southwest, LLC
By:

Dated: _____

By: _____
Defendant, The Arcticom Group, LLC
By:

Dated: _____

By: _____
Defendant, The Arcticom Group Refrigeration, LLC
By:

APPROVED AS TO FORM

Dated: 4/15/2026

By: Signed by: Aaron Bartz EC5A3FE789D1423...
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees Law Group, PC
Attorneys for Plaintiff
JESUS RODRIGUEZ

Dated: _____

By: _____
Christopher L. Burrows
Sean M. Novak
Burrows Law Firm, APC; The Novak Law Firm, P.C.
Attorneys for Plaintiffs
JULIA GONZALES and ERIKA BRITO

Dated: _____

By: _____
Steve L. Hernandez
DLA Piper LLP (US)
Attorneys for Defendants
PMC SOUTHWEST, LLC, THE ARCTICOM GROUP, LLC, THE ARCTICOM GROUP REFRIGERATION, LLC

"DEFENDANTS"

Dated: 4/20/2026

By: _____
Defendant, PMC Southwest, LLC
By:

Dated: 4/20/2026

By: _____
Defendant, The Arcticom Group, LLC
By:

Dated: 4/20/2026

By: _____
Defendant, The Arcticom Group Refrigeration, LLC
By:

APPROVED AS TO FORM

Dated: _____

By: _____
Aaron A. Bartz
Walter L. Haines
Bartz Law Group, APC; United Employees Law Group, PC
Attorneys for Plaintiff
JESUS RODRIGUEZ

Dated: _____

By: _____
Christopher L. Burrows
Sean M. Novak
Burrows Law Firm, APC; The Novak Law Firm, P.C.
Attorneys for Plaintiffs
JULIA GONZALES and ERIKA BRITO

Dated: 4/21/2026

By: _____
Steve L. Hernandez
DLA Piper LLP (US)
Attorneys for Defendants
PMC SOUTHWEST, LLC, THE ARCTICOM GROUP, LLC, THE ARCTICOM GROUP REFRIGERATION, LLC

EXHIBIT 2

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
11/16/2026		Review, revise and final motion for final approval and supporting documents. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	3.40h	$1,025.00	-	$3,485.00
11/11/2026		Continue to review and revise final approval motion and supporting documents. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.90h	$1,025.00	-	$1,947.50
11/11/2026		Review and revise MFA Proposed Order and Judgment Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	0.25h	$625.00	-	$156.25
11/10/2026		Review and revise motion for final approval and supporting declaration and proposed judgment, and conferences regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	3.50h	$1,025.00	-	$3,587.50
11/10/2026		Review and revise MFA and AB Decl. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	2.20h	$625.00	-	$1,375.00
11/09/2026		Review and revise AB Decl. and MFA and conference with AB re same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	6.00h	$625.00	-	$3,750.00
11/09/2026		Review and revise motion for final approval, and	00077-Rodriguez Rodriguez v The	Jesse Rodriguez	Aaron Bartz	2.00h	$1,025.00	-	$2,050.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		conference with MP regarding same. Unbilled	Arcticom Group						
11/03/2026		Draft MFA and supporting declarations. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	4.20h	$625.00	-	$2,625.00
11/03/2026		Client Conference call re case status. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.20h	$295.00	-	$59.00
11/02/2026		Began drafting MFA. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	2.18h	$625.00	-	$1,362.50
10/26/2026		Prepare for hearing, and attend same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	0.61h	$625.00	-	$381.25
10/26/2026		Prep for 10-26-2026 Status Hearing. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Marcos Pena	0.44h	$625.00	-	$275.00
10/19/2026		Draft, speak with attorney, file, and serve Joint CMC statement. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
10/16/2026		Review case for further handling, and review and revise joint CMC statement; prepare email to OPC regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	0.50h	$1,025.00	-	$512.50
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/20/2026		Review case for further handling, and prepare documents to send to settlement administrator and review and respond to emails regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.50h	$1,025.00	-	$1,537.50
08/10/2026		Prepare for motion for preliminary approval hearing and attend same; review proposed order and prepare emails regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.40h	$1,025.00	-	$1,435.00
07/06/2026		Prepare for case management conference and attend same; review and respond to emails regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.50h	$1,025.00	-	$1,537.50
06/19/2026		Prepare declarations in support of preliminary approval and prepare email to co-counsel. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$1,025.00	-	$2,050.00
06/09/2026		Prepare First Amended Complaint: review docket regarding Brito case and prepare email to co-counsel regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.50h	$1,025.00	-	$1,537.50
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/03/2026		Review case for further handling and review order regarding filing a First Amended Complaint; prepare email to co-counsel. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	0.60h	$1,025.00	-	$615.00
05/20/2026		Review case for further handling, and review and respond to emails re same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	0.50h	$1,025.00	-	$512.50
04/24/2026		Prepare for hearing, and attend same; Prepare memo, email OPC re notice. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.50h	$1,025.00	-	$1,537.50
04/17/2026		Draft, speak with attorney, finalize, file and serve Joint CMS. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
02/26/2026		Review and respond to emails regarding settlement, and conference call with client regarding settlement strategies. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00h	$1,025.00	-	$1,025.00
02/24/2026		Client conference call re case status. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.10h	$295.00	-	$29.50
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
01/16/2026		Client conference call re case status Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.10h	$295.00	-	$29.50
01/15/2026		Review case for further handling, and confer with OPC; Final Joint Report. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	0.50h	$1,025.00	-	$512.50
01/15/2026		Draft Joint Report, confer with attorney, file, and serve. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
01/13/2026		Review case for further handling, and revise Joint Report; Call with co-counsel regarding settlement. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00h	$1,025.00	-	$1,025.00
01/09/2026		Conference with AB regarding upcoming hearing. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.30h	$295.00	-	$88.50
11/19/2025		Prepare settlement agreement, and revise same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$925.00	-	$1,850.00
11/18/2025		Prepare Settlement Agreement. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	3.00h	$925.00	-	$2,775.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
09/24/2025		Review documents in preparation for CMC, and attend same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.50h	$925.00	-	$1,387.50
09/23/2025		Revise MOU, and prepare email regarding same; Conference with co-counsel. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	0.50h	$925.00	-	$462.50
09/22/2025		Conference calls with client, and conference with OPC; Prepare MOU. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.50h	$925.00	-	$2,312.50
09/17/2025		Review case for further handling, and conference calls with client and OPC regarding case. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00h	$925.00	-	$925.00
09/17/2025		Draft, disucss with attorney, finalize, file, and serve ntc remote appearance and proposed order. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
09/16/2025		Review case for further handling, and prepare CMC statement; Review and respond to correspondence from OPC regarding same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00h	$925.00	-	$925.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/26/2025		Attend Mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	9.00h	$925.00	-	$8,325.00
08/26/2025		Research regarding claims, and review damages reports; Conferences with damages expert; Prepare for Mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	5.00h	$925.00	-	$4,625.00
08/20/2025		Review case for further handling. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.30h	$650.00	-	$195.00
08/20/2025		Research regarding claims, and conference with co-counsel. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$925.00	-	$1,850.00
08/19/2025		Review and respond to emails regarding case, and review mediation materials. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$925.00	-	$1,850.00
08/18/2025		Research regarding claims, and review data and personnel policies; Prepare Mediation Brief. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	7.00h	$925.00	-	$6,475.00
08/15/2025		Draft mediation brief. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	5.20h	$650.00	-	$3,380.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/15/2025		Research regarding data and policies, and prepare for Mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	5.00h	$925.00	-	$4,625.00
08/14/2025		Review additional data provided by defendant for mediation purposes; draft mediation brief. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.80h	$650.00	-	$520.00
08/12/2025		Review employment and payroll data for mediation purposes. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	2.20h	$650.00	-	$1,430.00
08/11/2025		Review employment and payroll data for mediation purposes; telephone conference with co-counsel regarding the same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	3.40h	$650.00	-	$2,210.00
08/05/2025		Review case for further handling, and conference with co-counsel; Review data. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00h	$925.00	-	$925.00
07/25/2025		Review notice re post-mediation status conference. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.30h	$650.00	-	$195.00
07/25/2025		Prepare for and attend	00077-Rodriguez	Jesse	Rex Phillips	1.60h	$650.00	-	$1,040.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		case management conference. Unbilled	Rodriguez v The Arcticom Group	Rodriguez					
07/18/2025		Email with OPC regarding mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.30h	$650.00	-	$195.00
07/18/2025		Draft joint case management conference statement; email OPC regarding the same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	1.40h	$650.00	-	$910.00
07/18/2025		Draft Joint CMS, notice remote appearance, propossed order, Discuss with attorney, review new Dept 39, finalize, file, and serve documents. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	2.00h	$295.00	-	$590.00
07/16/2025		Email OPC re mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.30h	$650.00	-	$195.00
06/23/2025		Conference call re case status Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.50h	$295.00	-	$147.50
06/20/2025		Telephone conference with OPC regarding mediation data. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.40h	$650.00	-	$260.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
06/20/2025		Review case for further handling for mediation; email OPC regarding data for mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.60h	$650.00	-	$390.00
06/18/2025		Review case for further handling; continued draft of mediation brief. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	3.20h	$650.00	-	$2,080.00
06/17/2025		Draft mediation brief; telephone conference with co-counsel regarding the same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	4.40h	$650.00	-	$2,860.00
06/16/2025		Review case file for further handling; analyze client documents and consider mediation brief; telephone conference with OPC regarding mediation; emails with OPC regarding the same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	3.60h	$650.00	-	$2,340.00
06/13/2025		Review case file for further handling; consider and strategize mediation brief. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.60h	$650.00	-	$390.00
05/27/2025		Client conference call re status Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.25h	$295.00	-	$73.75
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
03/06/2025		Review case file for further handling and mediation issues. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.40h	$650.00	-	$260.00
03/03/2025		Review case for further handling. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.50h	$650.00	-	$325.00
01/23/2025		Review case file for further handling; follow up with co-counsel regarding regarding potential for mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.80h	$650.00	-	$520.00
01/17/2025		Follow up emails to OPC and co-counsel regarding mediators and dates for mediation. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.40h	$650.00	-	$260.00
01/14/2025		Client conference call re case status Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.20h	$295.00	-	$59.00
01/13/2025		Conference with AB RE further handling and potential mediators. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.20h	$650.00	-	$130.00
01/10/2025		Email to OPC regarding potential mediators; review case file for further handling.	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.60h	$650.00	-	$390.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled							
01/06/2025		Review file for further handling; emails with co-plaintiff's counsel regarding mediators. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.70h	$650.00	-	$455.00
12/06/2024		Telephone conference with plaintiff counsel on related matter to discuss potential for global mediation; emails regarding the same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.40h	$650.00	-	$260.00
12/05/2024		Email to Plaintiff's counsel on related matter regarding potential global mediation issues; review of related case filing and allegations. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.40h	$650.00	-	$260.00
10/25/2024		Prepare for and appear for Case Management Conference. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.80h	$650.00	-	$520.00
10/23/2024		Call with client re case status Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	0.25h	$295.00	-	$73.75
10/18/2024		Draft Case Management Statement; telephone conference with OPC regarding the same.	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.70h	$650.00	-	$455.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled							
10/18/2024		Draft Jury fees, finalize CMS, discuss with attorney, file and served CMS and Jury fees Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
10/17/2024		Email to OPC regarding meet and confer prior to CMC. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Rex Phillips	0.20h	$650.00	-	$130.00
10/15/2024		Finalize, discuss with attorney, file , and serve Notice of appearance Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
10/10/2024		Draft Jury fees notice, review court rules, draft remote notices Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00h	$295.00	-	$295.00
07/30/2024		Review case for further handling, and coordinate filing of POS. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	0.50h	$850.00	-	$425.00
07/18/2024		Prepare Complaint, Summons, CCCS, and Notice of Case Assignment for service and filing Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	0.25h	$215.00	-	$53.75
07/10/2024		Research Local Rules and	00077-Rodriguez	Jesse	Leanne	0.25h	$215.00	-	$53.75
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

Activities Export

11/16/2026
1:24 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Procedures Unbilled	Rodriguez v The Arcticom Group	Rodriguez	Nguyen-Phuoc				
06/10/2024		Review and consider client documents, and prepare Complaint. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	3.00h	$850.00	-	$2,550.00
06/03/2024		Conference with client re case status. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	0.20h	$215.00	-	$43.00
03/21/2024		Conference call with client regarding claims, and review further case documents; Prepare PAGA letter, and final same. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$850.00	-	$1,700.00
03/19/2024		Review client documents and research regarding potential claims. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$850.00	-	$1,700.00
03/18/2024		Research regarding potential claims and review case documents. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	2.00h	$850.00	-	$1,700.00
						138.48h		**$0.00** 0.00h	**$108,141.00** 138.48h

EXHIBIT 3

Activities Export

11/16/2026
1:25 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
11/10/2026	$	Filing and service fees re Motion for final approval and post-judgment proceedings [anticipated]. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$350.00	-	$350.00
10/19/2026	$	[Est] One Legal filing CMS Confirmation #35815072 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$23.04	-	$23.04
06/03/2026	$	Document access fees from SBSC. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$2.61	-	$2.61
04/17/2026	$	One Legal- Joint CMS report Confirmation #34549054 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$23.89	-	$23.89
01/15/2026	$	One Legal Joint CMS Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$23.89	-	$23.89
09/17/2025	$	One Legal filing re Ntc remote and Proposed Order Confirmation #33193678 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$22.89	-	$22.89
09/16/2025	$	Joint CMC - OL Confirmation #33184283 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	1.00	$22.89	-	$22.89
09/02/2025	$	JT Calcs - Damages analysis.	00077-Rodriguez Rodriguez v The	Jesse Rodriguez	Aaron Bartz	1.00	$1,850.00	-	$1,850.00
								$0.00 0.00h	**$15,383.38** 0.00h

Activities Export

11/16/2026
1:25 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
		Unbilled	Arcticom Group						
08/25/2025	$	Notice of PMSC - OL Confirmation #33052459 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	1.00	$22.89	-	$22.89
08/08/2025	$	Mediation Fees. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$5,333.00	-	$5,333.00
07/18/2025	$	One Legal Filing re Joint CMS, Ntc Remote Appearance, Proposed Order Remote Confirmation #32824509 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$22.89	-	$22.89
05/07/2025	$	Document access fees from SBSC. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$9.00	-	$9.00
02/11/2025	$	Mediation Fees (Kevin Barnes). Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$5,333.00	-	$5,333.00
10/18/2024	$	One Legal posting of Jury fees and CMS filing Confirmation #31290319 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$169.70	-	$169.70
10/15/2024	$	One Legal Filing Notice of Remote Appearance Confirmation #31267966 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Nestor Mejia	1.00	$18.70	-	$18.70
								$0.00 0.00h	**$15,383.38** 0.00h

Activities Export

11/16/2026
1:25 PM

Date	Type	Description	Matter	Client	User	Qty	Rate ($)	Non-billable ($)	Billable ($)
08/05/2024	$	Nationwide Service of Process Fees. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$294.80	-	$294.80
07/30/2024	$	One Legal Filing - Proof of Service - Confirmation #30855794 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	1.00	$18.55	-	$18.55
07/29/2024	$	Nationwide Legal Servicing of Arcticom Group Inc. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	1.00	$181.20	-	$181.20
07/29/2024	$	Nationwide Legal Servicing of Docs - Arcticom Group Refrigeration [Served 7/18/2024] Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	1.00	$113.60	-	$113.60
06/17/2024	$	One Legal Filing - Complaint, Summons, CCCS Confirmation #30626292 Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Leanne Nguyen-Phuoc	1.00	$1,453.70	-	$1,453.70
03/22/2024	$	certified mail Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Chandler Nelson	1.00	$18.14	-	$18.14
03/21/2024	$	PAGA Notice filing fee. Unbilled	00077-Rodriguez Rodriguez v The Arcticom Group	Jesse Rodriguez	Aaron Bartz	1.00	$75.00	-	$75.00
								$0.00 0.00h	**$15,383.38** 0.00h