PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Brian Rickard ("Plaintiff"), on behalf of himself and other Aggrieved Employees (defined below), and Defendant Angies Towing, Inc. dba Quality Towing ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1 "Action" is the matter entitled *Brian Rickard v. Quality Towing and Recovery,* San Diego County Superior Court Case No. 24CU011158C, filed on or about September 13, 2024.

1.2 "Administrator" means Phoenix Class Action Administration Solutions 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 approval of this Settlement.

1.4 "Aggrieved Employees" are defined as all current and former non-exempt and/or hourly paid California employees of Defendant who worked at any time from September 13, 2023, through February 26, 2026 (the "PAGA Period").

1.5 "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number and number of PAGA Pay Periods.

1.6 "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7 "Court" means the Superior Court of California, County of San Diego.

1.8 "Defense Counsel" means Fisher & Phillips LLP.

1.9 "Effective Date" means the date the Court enters a Judgment on its Order Approving the PAGA Settlement.

1.10 "Gross Settlement Amount" means one hundred twenty-three thousand, five hundred dollars and zero cents ($123,500.00) which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.11 "Individual PAGA Payments" mean the Aggrieved Employees' pro rata share of 35% of the Net Settlement Amount calculated according to the number of Pay Periods the Aggrieved Employees each worked during the PAGA Period.

1.12 "Judgment" means the judgment entered by the Court based upon the approval of the settlement.

1.13 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (a).

1.14 "LWDA PAGA Payment" means the 65% of the Net Settlement Amount paid to the LWDA under Labor Code section 2699, subdivision (i).

1.15 "Net Settlement Amount" ("NSA") means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment. The remainder is to be paid as follows: 65% of the NSA shall be distributed as the LWDA PAGA Payment paid to the LWDA and 35% of the NSA shall be distributed as the Individual PAGA Payments to the Aggrieved Employees.

1.16 "PAGA Counsel" means Tuvia Korobkin, Poya Ghasri, and Nancy Goodes of Marquee Law Group, a Professional Corporation, the attorneys representing the Plaintiff in the Action.

1.17 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action. Defendant will not object to a request for attorneys' fees by PAGA Counsel of up to 35% of the Gross Settlement Amount.

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

1.19 "PAGA Period" means the period from September 13, 2023, through February 26, 2026.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 "PAGA Notice" means Plaintiff's November September 13, 2024, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 "Plaintiff" means Brian Rickard, the named plaintiff in the Action.

1.23 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement. PAGA Counsel will present the Court with a proposed Approval Order and Judgment when they file the motion for approval of this Settlement.

1.24 "Released PAGA Claims" means the claims being released by the Plaintiff as described in Paragraph 5 below.

1.25 "Released Parties" means Defendant Angies Towing, Inc. dba Quality Towing, and each of Defendant's former and present directors, officers, shareholders, owners, employees, members, agents, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates.

1.26 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.27 "Defendant" means Angies Towing, Inc. dba Quality Towing.

2. RECITALS.

2.1 On September 13, 2024, pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave written notice to Defendant and the LWDA by submitting the PAGA Notice.

2.2 On September 13, 2024, Plaintiff commenced this Action by filing a Complaint in San Diego Superior Court alleging claims on behalf of an alleged putative class, including: (1) minimum wage violations (Labor Code §§ 204, 558, 1182.12, 1194, 1194.2, 1197, 1198); (2) failure to pay overtime wages (Labor Code §§ 204, 510, 558, 1194, 1198); (3) meal period violations (Labor Code §§ 226.7, 512, 1198); (4) rest period violations (Labor Code §§ 226.7, 516, 1198); (5) wage statement violations (Labor Code §§ 226, *et seq.*); (6) waiting time penalties (Labor Code §§ 201-203); (7) failure to reimburse business expenses (Labor Code §§ 2802, 2804); and (8) unfair competition (Bus. & Prof. Code § 17200, *et seq.*).

2.3 On or about November 18, 2024, Plaintiff amended the Complaint to include a ninth claim for Civil Penalties Under the Private Attorneys General Act (Cal. Lab. Code, § 2698, et seq.) (the "First Amended Complaint"). Specifically, Plaintiff's First Amended Complaint identified violations of the Labor Code, including, but not limited to Labor Code §§ 201-203, 204, 510, 512, 516, 558, 226, 226.3, 226.7, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698, 2699, and all applicable Industrial Welfare Commission ("IWC") Orders.

2.4 On or about February 12, 2025, Plaintiff filed a Second Amended Complaint, (the "Operative Complaint"), striking certain alleged defects in the pleadings. Based on the existence of Plaintiff's signed arbitration agreement, containing a class action waiver, the Parties submitted a joint stipulation to dismiss the class claims, stay the representative PAGA action, and to submit Plaintiff's individual PAGA claim to arbitration. Pursuant to the stipulation, on April 21, 2025, Court issued an order: (1) dismissing the class claims, without prejudice, from the Operative Complaint; (2) directing Plaintiff to submit his individual PAGA claim to arbitration; (3) staying the representative PAGA action; and (4) retaining jurisdiction over the Action. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, and denies any and all liability for the causes of action alleged.

2.5 On January 7, 2026, the Parties conducted a full day mediation of the claims alleged by Plaintiff with Dan Turner; after the mediation and as a result of follow-up discussions with the mediator, the Parties agreed to resolve this matter for a negotiated sum.

2.6 If the Court does not grant PAGA approval pursuant to this agreement, the Parties are restored to their original position pre-settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay one hundred twenty-three thousand, five hundred dollars and zero cents ($123,500.00) and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 Approval Order:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than thirty-five (35%) percent, which is currently estimated to be fourth three thousand, two hundred twenty-five dollars and zero cents ($43,225.00), and PAGA Counsel Litigation Expenses Payment not to exceed seventeen thousand dollars and zero cents ($17,000.00). Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek their PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment in their motion seeking approval of this Settlement. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA 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 PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed five thousand dollars and zero cents ($5,000.00) 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 five thousand dollars and zero cents ($5,000.00), the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: The remaining amount, or the Net Settlement Amount after the above-referenced deductions, shall be distributed as follows: 65% to the LWDA, as the LWDA PAGA Payment, and 35% to the Aggrieved Employees as Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties 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. Any taxes owed will not increase the Gross Settlement Amount.

3.2.3.2 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 4,121 pay periods worked by Aggrieved Employees through the end of the PAGA Period, February 26, 2026.

4.2 Aggrieved Employee Data. Within 15 days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. 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 Aggrieved Employee Data, including through the assistance of mediator Dan Turner.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA

Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database. The Administrator will include the Explanatory Letter, attached hereto as Exhibit A, with the Individual PAGA Payment checks.

4.4.2 The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the Unclaimed Property Fund, in the name of the Aggrieved Employee whose check was not cashed.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff and the Aggrieved Employees will release claims against all Released Parties during the PAGA Period as follows:

5.1 <u>Release by Plaintiff and Aggrieved Employees</u>.

Plaintiff agrees on behalf of himself, and as private attorney general acting on behalf of the State of California, and all Aggrieved Employees, to release Defendant and each of the Released Parties from all claims for civil penalties that were alleged or could have been alleged based on the facts alleged in the Operative Complaint under PAGA for Labor Code claims that arose from Aggrieved Employees' employment with Defendant during the PAGA Period, including, but not limited to Labor Code sections: 201-203;

204; 510; 512; 516; 558; 226; 226.3; 226.7; 1174; 1182.12; 1194; 1194.2; 1197; 1198; 2802; 2804; 2698; 2699; and all applicable Industrial Welfare Commission ("IWC") Orders; and claims for meal period violations and failure to pay meal period premiums; rest period violations and failure to pay rest period premiums; failure to properly maintain and furnish complete and accurate itemized wage statements; failure to maintain accurate records; failure to timely pay wages during employment; failure to pay minimum, regular, and overtime and/or double-time wages (including but not limited to claims based on time rounding, time shaving, working through meal periods, and/or off-the-clock theories, or any other claims giving rise to minimum wage and/or overtime claims); failure to reimburse necessary business expenses (including use of personal cell phones for work-related reasons); and failure to timely pay final wages and waiting time penalties associated therewith. For avoidance of doubt, this includes individual, non-individual, representative, and/or "headless" claims for all Aggrieved Employees arising under PAGA. This release also includes any claims for attorneys' fees or litigation costs based on the claims described herein.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order and Judgment Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration or Proof of Service from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement within a reasonable time, not to exceed sixty (60) days, after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions 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 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.

7.3 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.

8. AGGRIEVED EMPLOYEE SIZE AND PAY PERIOD ESTIMATES.
Based on its records, Defendant estimates that there are 165 Aggrieved Employees who worked 4,121 Pay Periods from the beginning of the PAGA Period through February 26, 2026. In the event the number of pay periods worked by the Aggrieved Employees during the PAGA Period as of February 26, 2026, exceeds 4,121 by more than 10%, Defendant has the option to either: (1) agree to increase the Gross Settlement Amount on a proportional basis above 10% (i.e., if there is an 11% increase in the number of pay periods during the PAGA Period, Defendant would agree to increase the Gross Settlement Amount by 1%); or (2) elect to end the PAGA Period on an earlier date at Defendant's discretion in order to limit the covered pay periods to 10% more than the estimate provided in lieu of paying an increase to the Gross Settlement Amount.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action 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.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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, and extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party 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.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action. The Settlement, this Agreement, and Parties' willingness to settle the Action 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).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with any attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement of Plaintiff's individual PAGA Claim and the Released PAGA Claims, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

10.4 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.

10.5 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.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, 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.

10.7 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.

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

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

10.10 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.

10.11 Confidentiality. Plaintiff and PAGA Counsel agree that they have not and will not publish the resolution of this case. PAGA Counsel shall not report the resolution of this case in any medium or in any publication, shall not post or report anything regarding the claims of Plaintiff, the claims of the Aggrieved Employees, or the resolution of this case on their website which identify Plaintiff or Defendant by name, and shall not contact any reporters or media regarding the resolution of this case. PAGA Counsel is also authorized to make disclosure to the Court for the purpose of obtaining the approval of the settlement and may discuss the settlement with the Aggrieved Employees and the Administrator. This disclosure is limited to court filings and neither Plaintiff, PAGA Counsel, nor their representatives are permitted to disseminate or publish, distribute or discuss the information provided to the Court in those filings outside the filings themselves and any hearing held on those filings, unless ordered otherwise by the Court. Plaintiff may disclose the terms of the Settlement with his tax advisor, attorneys, and spouse.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13 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.

10.14 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.

10.15 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 Plaintiff:

Marquee Law Group, a Professional Corporation
Attn: Tuvia Korobkin
9100 Wilshire Boulevard, Suite 445 East Tower
Beverly Hills, California 90212

To Defendant:

Fisher & Phillips LLP
Attn: Christopher Conti; A.J. Sparagna
4747 Executive Drive, Suite 1000
San Diego, CA 92121

10.16 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.

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

DocuSigned by: 05940F3A540A400	Rodi Mikha Rodi Mikha (Jun 22, 2026 11:10:24 PDT)
BRIAN RICKARD	FOR ANGIES TOWING DBA QUALITY TOWING
6/17/2026	Jun 22, 2026
(date)	(date)
	Rodi Mikha

EXHIBIT A

Re: Payment from *Brian Rickard v. Angies Towing, Inc. dba Quality Towing*
Case No. 24CU011158C

Date: ____________

<<SIMID>>
<<NAME>>
<<ADDRESS>>

Dear <<NAME>>:

Enclosed, please find a check made payable to you. This is your payment from the settlement of the lawsuit titled *Brian Rickard v. Angies Towing, Inc. dba Quality Towing* (the "Action").

The Action against Angies Towing, Inc. dba Quality Towing ("Quality Towing") includes a claim pursuant to the California Labor Code Private Attorneys General Act of 2004, California Labor Code § 2698, et seq. ("PAGA"). The Action was brought by Plaintiff Brian Rickard ("Plaintiff"), a former employee of Quality Towing, on behalf of the State of California and other allegedly aggrieved employees. You have been identified as one of the employees on whose behalf the case was brought.

Plaintiff claimed that Quality Towing owed civil penalties under PAGA for alleged violations of the California Labor Code. The parties have reached a settlement of Plaintiff s claims, and on <<DATE>>, the Court approved the parties' PAGA settlement, including the amount of civil penalties to be paid under the settlement. A portion of the civil penalty settlement amount goes to the State of California's Labor and Workforce Development Agency. Another portion of the civil penalty settlement amount goes to employees of Quality Towing who were allegedly affected by the alleged violations of the Labor Code.

The Court has ***not*** made a determination about the merits of Plaintiff's claims. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of Plaintiff's claims.

Quality Towing denies all of Plaintiff's claims and allegations. It maintains that it was in compliance with the California Labor Code at all times and entered into the Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Quality Towing has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

The enclosed check will remain valid for 180 days from the date of issuance. If you do not cash your check within 180 days of issuance, the funds will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund in your name. If you are still employed by Quality Towing, your decision to cash the check will not affect your employment.

While you were not a party to the Action, you and the State of California have been bound by the settlement entered in this matter and approved by the Court, including the release contained in the settlement. The release pertains to civil penalties under PAGA only. By operation of the Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have released Angies Towing, Inc. dba Quality Towing, and each of its former and present directors, officers, shareholders, owners, employees, members, agents, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, and affiliates. ("Released Parties") from all claims under the PAGA that were alleged in, or could have been alleged based on the facts alleged in, Plaintiff's PAGA Notice and in the Action, including, but not limited to Labor Code sections: 201-203 204, 510, 512, 516, 558. 226, 226.3, 226.7, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2804, 2698, 2699, and all applicable Industrial Welfare Commission ("IWC") Orders, and including claims for civil penalties for Quality Towing's alleged (1) failure to pay wages, including minimum wages, regular wages, and overtime/double-time wages (2) failure to provide meal periods, (3) failure to authorize and permit rest periods, (4) failure to provide accurate itemized wage statements, (5) failure to timely pay wages during employment and at the end of employment, (6) failure to maintain accurate records, (7) failure to reimburse all necessary business expenditures, and (8) all other claims for civil penalties recoverable under the PAGA based on the facts or claims alleged in the PAGA Notice and Complaint, arising from Aggrieved Employees' employment with Quality Towing during the time period of September 13, 2023 through <<END OF PAGA PERIOD>> (the "PAGA Period").

If you have any questions, you can contact Phoenix Class Action Administrators, the Settlement Administrator, at ______-_______-_______

PAGA Settlement - Rickard - Angies Towing

Final Audit Report 2026-06-22

Created:	2026-06-22
By:	Kelly Chavez (kchavez@fisherphillips.com)
Status:	Signed
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