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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF PLACER

KAITLIN BRICK, individually and on behalf of
 all others similarly situated,

Plaintiffs,

v.

HOOKED ON SOLAR, INC.; and DOES 1
 through 20, inclusive,

Defendants.

Case No. S-CV-0048295

**JOINT STIPULATION OF CLASS
 ACTION AND PAGA SETTLEMENT**

Action Filed: April 6, 2022

Trial Date: Not Yet Assigned

1 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement
2 Agreement”) is made by and between the plaintiffs KAITLIN BRICK and ALFONSO ORTEGA
3 (collectively “Plaintiffs”), on their own behalf and on behalf of all members of the Settlement Class,
4 as defined below, on the one hand, and defendant HOOKED ON SOLAR, INC. (“Defendant”) on
5 the other hand (Plaintiffs and Defendant collectively referred to as the “Parties”), in the lawsuits
6 entitled *Kaitlin Brick v. Hooked on Solar, Inc.* filed in Placer County Superior Court, Case No. S-
7 CV-0048295, and *Alfonso Ortega v. Hooked on Solar, Inc.*, filed in Placer County Superior Court,
8 Case No. S-CV-0048541 (the “Litigation”). This Settlement resolves all claims that were asserted
9 or could have been asserted against Defendant pertaining to the claims in the Litigation.

10 **I. DEFINITIONS**

11 **A. “Administration Costs”** means all administrative costs of settlement, including
12 costs of notice to the Settlement Class, settlement administration, and any fees and costs incurred
13 or charged by the Settlement Administrator in connection with the execution of its duties under this
14 Settlement.

15 **B. “Class Counsel” or “Plaintiffs’ Counsel”** means Samuel A. Wong of Aegis Law
16 Firm, P.C. and Timothy B. Del Castillo of Castle Law: California Employment Counsel, and all
17 the lawyers of these firms acting on behalf of Plaintiffs and the Settlement Class.

18 **C. “Class Members”** means all current and former hourly-paid or non-exempt
19 employees who worked for Defendant within the State of California at any time during the
20 Settlement Period (collectively referred to as the “Class”).

21 **D. “PAGA Group Members”** means all current and former hourly-paid or non-
22 exempt employees who worked for Defendant within the State of California at any time during the
23 PAGA Period (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

24 **E. “Court”** means the Superior Court of the State of California for the County of
25 Placer.

26 **F. “Effective Date”** means the later of: (a) if no timely objections are filed or if all
27 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
28 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any

1 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that
2 does not alter the terms of the settlement.

3 **H. “Final Approval Order”** as used herein mean the final formal judgment entered by
4 the Court granting final approval of this Agreement.

5 **I. “Plaintiffs”** as used herein means Kaitlin Brick and Alfonso Ortega.

6 **J. “Net Settlement Fund”** means the Settlement Amount minus any Court-approved
7 award of Attorneys’ Fees to Class Counsel, Litigation Costs to Class Counsel, Administration Costs
8 to the Settlement Administrator, Enhancement Payments to Plaintiffs, LWDA Payment to the Labor
9 and Workforce Development Agency (“LWDA”), and PAGA Payments to PAGA Group Members,
10 and as provided in Sections VIII, IX, and XIV–XVII.

11 **K. “Individual Settlement Payments”** means payments made to the Participating
12 Class Members from the Net Settlement Fund as part of the Settlement.

13 **L. “Settlement”** means the disposition and agreement to resolve the Litigation.

14 **M. “Settlement Administrator”** means ILYM, the settlement administrator selected
15 by the Parties, and which will be responsible for the administration of the Settlement Amount, as
16 defined below, and all related matters. The Parties each represent that they do not have any
17 financial interest in the Settlement Administrator or otherwise have a relationship with the
18 Settlement Administrator that could create a conflict of interest.

19 **N. “Maximum Settlement Amount”** means the sum of Four Hundred Thousand
20 Dollars (\$400,000.00), which shall be paid by Defendant, and from which all Individual Settlement
21 Payments, Court-approved Attorneys’ Fees and Litigation Costs pursuant to Section XIV,
22 Administration Costs pursuant to Section IX, Enhancement Payment pursuant to Section XV, and
23 PAGA Penalties pursuant to Section XVII, except as provided herein.

24 **O. “Settlement Payment”** means the payment of \$400,000.00 due at final approval of
25 the settlement by the Court.

26 **P. “Settlement Class Member”** means a Class Member who does not opt out of the
27 Settlement.
28

1 **Q. “Class Settlement Period” or “Class Period”** means the period from April 6, 2018
2 through August 29, 2023.

3 **R. “PAGA Settlement Period” or “PAGA Period”** means the period from February
4 17, 2021 through August 29, 2023.

5 **S. “Workweeks”** means the number of weeks that a Class Member worked for
6 Defendant as an hourly-paid or non-exempt employee during the Settlement Period (based on the
7 number of workweeks in the Class List that Defendant provides to the Settlement Administrator).
8 Each Class Member will be credited with at least one (1) Workweek. A Workweek includes any
9 week in which a Class Member had a time worked entry in Defendant’s timekeeping system.

10 **T. “Individual PAGA Payments”** means the individual payments made to PAGA
11 Group Members from the Gross Settlement Amount for resolution of the PAGA claims.

12 **II. BACKGROUND.**

13 **A.**On April 6, 2021, plaintiff Kaitlin Brick filed Case No. S-CV-0048295 in Placer
14 County Superior Court, which is a class and representative action. In this class action (“Brick
15 Action”), Plaintiff Brick alleges, *inter alia*, on behalf of herself and all others similarly situated,
16 that Defendant violated California state wage and hour laws, the California Business and
17 Professions Code Section 17200 *et seq.* as a result of Defendant’s California wage and hour policies
18 and practices. Specifically, Plaintiff Brick alleges that Defendant violated: (1) California Labor
19 Code sections 204, 1194, 1194.2, and 1197 (failure to pay minimum and straight time wages); (2)
20 California Labor Code sections 1194 and 1198 (failure to pay overtime wages); (3) California Labor
21 Code sections 226.7 and 512 (failure to provide meal periods); (4) California Labor Code section
22 226.7 (failure to authorize and permit rest periods); (5) California Labor Code sections 2800 and
23 2802 (failure to indemnify employees for expenditures); (6) California Labor Code section 226
24 (failure to provide accurate itemized wage statements); (7) California Labor Code section 204
25 (failure to timely pay wages during employment); (8) California Labor Code sections 201-203
26 (failure to timely pay final wages at termination); and (9) California Business & Professions Code
27 sections 17200, *et seq.* On June 28, 2022, Plaintiff Brick amended her complaint to add a cause of
28 action for civil penalties under the Private Attorneys General Act (“PAGA”) for the same alleged

1 violations of the California Labor Code.

2 **B.** On May 27, 2022, plaintiff Alfonso Ortega filed Case No. S-CV-0048541 in Placer
3 County Superior Court for civil penalties pursuant to PAGA against defendant Hooked on Solar,
4 Inc. In this PAGA action (“Ortega Action”), Plaintiff Ortega sought civil penalties on behalf of
5 himself and other aggrieved employees for the following alleged violations of the California Labor
6 Code: (1) California Labor Code sections 1194 and 1197.1 (failure to pay all minimum wages); (2)
7 California Labor Code section 1174(d) (failure to maintain accurate payroll records and other
8 records); (3) California Labor Code section 226 (failure to provide accurate itemized wage
9 statements); (4) California Labor Code sections 510 and 1194 (failure to pay all overtime wages);
10 and (5) California Labor Code sections 201-203 (failure to timely pay all wages due at the time of
11 termination).

12 **C.** The Brick Action and the Ortega Action are collectively referred to herein as “the
13 Litigation.”

14 **D.** Class Counsel conducted discovery concerning the claims set forth in the Litigation,
15 such as class datapoints (including the number of putative class members, workweeks, pay periods,
16 and average hourly rate of pay). Class Counsel also received detailed payroll reports and
17 timekeeping details; and other relevant documents, including but not limited to employee
18 handbooks and stand-alone policies related to the claims at issue during the Class Period.

19 **E.** Plaintiffs and Class Counsel have engaged in good faith, arms-length negotiations
20 with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties
21 participated in mediation before mediator Jeffrey Owensby on February 24, 2022. Mr. Owensby
22 is a well-respected wage-and-hour class action mediator. Negotiations at the mediation and
23 following the mediation resulted in settlement of the Litigation memorialized in this Settlement
24 Agreement. The Parties, with the help of Mr. Owensby, engaged in extensive negotiations about
25 the terms and conditions of the Settlement at the mediation and during the subsequent drafting of a
26 Memorandum of Understanding which was executed by all Parties in July 2023.

27 **F.** Class Counsel has conducted an investigation of the law and facts relating to the
28 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues

1 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the
2 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,
3 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits
4 to be received by Plaintiffs and the members of the Class pursuant to this Agreement, that a
5 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,
6 and in the best interests of the Class. Plaintiffs, on their own behalf and on behalf of the Class,
7 have agreed to settle the Litigation with Defendant on the terms set forth herein.

8 **G.** Defendant has concluded that, because of the substantial expense of defending
9 against the Litigation, the length of time necessary to resolve the issues presented herein, the
10 inconvenience involved, and the concomitant disruption to their business operations, it is in
11 Defendant's best interest to accept the terms of this Agreement. Defendant denies each of the
12 allegations and claims asserted against them in the Litigation. However, Defendant nevertheless
13 desires to settle the Litigation for the purpose of avoiding the burden, expense, and uncertainty of
14 continuing litigation and for the purpose of putting to rest the controversies engendered by the
15 Litigation.

16 **H.** This Agreement is intended to and does effectuate the full, final, and complete
17 settlement of all allegations and claims that were asserted or could have been asserted, in the
18 Litigation by Plaintiffs and members of the Class as set forth in Sections II.A–B.

19 **III. JURISDICTION**

20 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
21 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
22 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
23 final approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to
24 California Code of Civil Procedure Section 664.6 the Court shall retain jurisdiction of this action
25 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
26 the terms set forth herein.

27 **IV. STIPULATION OF CLASS CERTIFICATION**

1 The Parties stipulate to the certification of the Class for purposes of settlement only. This
2 stipulation is contingent upon the preliminary and final approval and certification of the Class only
3 for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact
4 that the Parties were willing to stipulate provisionally to class certification as part of the Settlement
5 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a
6 class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves
7 the right to oppose class certification and/or proactively move to deny certification should this
8 Settlement be modified or reversed on appeal or otherwise not become final.

9 **V. MOTION FOR PRELIMINARY APPROVAL**

10 Plaintiffs will bring a motion before the Court for an order preliminarily approving the
11 Settlement including the Notice of Class Action Settlement (“Notice”), which is attached hereto as
12 “**Exhibit A**”, and including certification of the Class for settlement purposes only.

13 The date that the Court grants preliminary approval of this Agreement will be the
14 “Preliminary Approval Date.” Class Counsel will be responsible for drafting all documents
15 necessary to obtain preliminary approval of the Settlement and will provide these papers to
16 Defendant’s counsel three (3) business days in advance of such filing. Defendant may review and
17 suggest revisions to Plaintiffs’ Motion for Preliminary Approval, which Plaintiffs will consider.
18 Defendant agrees that they will not oppose Plaintiffs’ Motion for Preliminary Approval, nor shall
19 they seek to delay the hearing on this motion for more than thirty (30) days from the date obtained
20 by Plaintiffs. This is a material term of the Settlement and any delay or opposition by Defendant
21 will be grounds for Plaintiffs to withdraw from the Settlement.

22 **VI. STATEMENT OF NO ADMISSION**

23 **A.** Defendant denies liability to Plaintiffs and to the Class upon any claim or cause of
24 action. This Agreement does not constitute and is not intended to constitute, an admission by
25 Defendant as to the merits, validity, or accuracy of any of the allegations or claims made against
26 them in the Litigation.

27 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
28 statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used

1 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
2 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
3 admissible in any way in this case or any other judicial, arbitral, administrative, investigative or
4 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
5 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
6 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
7 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
8 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
9 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
10 purpose. Notwithstanding the foregoing, this Agreement may be used and filed in any proceeding
11 before the Court that has as its purpose the interpretation, implementation, or enforcement of this
12 Agreement or any orders or judgments of the Court entered in connection with the implementation
13 of the Settlement.

14 **C.** None of the documents produced or created by Plaintiffs or the Class in connection
15 with settlement procedures constitute, and they are not intended to constitute an admission by
16 Defendant of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or
17 executive order, or any obligation or duty at law or in equity.

18 **D.** The Parties agree that class certification pursuant to California Code of Civil
19 Procedure section 382 under the terms of this Agreement is for settlement purposes only. Nothing
20 in this Agreement will be construed as an admission or acknowledgment of any kind that any class
21 should be certified or given collective treatment in the Litigation or in any other action or
22 proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement
23 will be admissible in any court or other tribunal regarding the propriety of class certification or
24 collective treatment. In the event that this Agreement is not approved by the Court or any appellate
25 court, is terminated, or otherwise fails to be enforceable, Plaintiffs will not be deemed to have
26 waived, limited, or affected in any way any claims, rights, or remedies in the Litigation, and
27 Defendant will not be deemed to have waived, limited, or affected in any way any of its objections
28 or defenses in the Litigation.

1 **VII. WAIVER, RELEASE AND CONFIDENTIALITY**

2 **A. Release As to All Settlement Class Members.**

3 Upon the date on which the Court's Final Approval Order becomes "Final" (as that term is
4 defined in Section I(F) above), Plaintiffs and all Settlement Class Members waive, release,
5 discharge Defendant and its divisions, affiliates, predecessors, successors, shareholders, officers,
6 directors, employees, agents, trustees, representatives, administrators, fiduciaries, assigns,
7 subrogees, executors, partners, parents, subsidiaries, joint employers, insurers, clients, customers,
8 suppliers, vendors, and related corporations ("Released Parties") of any and all wage-related claims
9 that were alleged in the Litigation or which could have been alleged in the Litigation based on the
10 facts asserted in the Litigation arising during the Settlement Period, including the following claims,
11 under any legal theory of liability, for: (1) alleged failure to pay all hours worked pursuant to
12 California Labor Code sections 200, 226, 1197, and 1198 and the IWC Wage Orders; (2) alleged
13 failure to provide meal periods pursuant to California Labor Code sections 200, 226.7 and 512 and
14 the IWC Wage Orders; (3) alleged failure to provide rest periods pursuant to California Labor Code
15 sections 200 226.7, and 512 and the IWC Wage Orders; (4) alleged failure to furnish accurate
16 itemized wages statements pursuant to California Labor Code section 226 and the IWC Wage
17 Orders; (5) alleged failure to pay all wages owed at termination pursuant to California Labor Code
18 sections 201–203 and the IWC Wage Orders; (6) alleged failure to pay all wages in a timely manner
19 during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; (7)
20 alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174
21 and IWC Wage Orders; (8) alleged failure to reimburse all necessary business expenses pursuant
22 to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; (9) alleged violations
23 of California Business & Professions Code sections 17200, *et seq.*; and (10) alleged violations of
24 California Labor Code section 2698–2699, *et seq.* ("Released Claims").

25 **B. General Release by Plaintiffs Only.**

26 In addition to the release made in Section VII (A), Plaintiffs make the additional following
27 general release of all claims, known or unknown. Plaintiffs release the Released Parties from all
28 claims, demands, rights, liabilities and causes of action of every nature and description whatsoever,

1 known or unknown, asserted or that might have been asserted, whether in tort, contract, or for
2 violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection
3 with Plaintiffs' relationship with Defendant as well as any and all acts or omissions by or on the
4 part of Defendant. (The release set forth in this Paragraph B shall be referred to hereinafter as the
5 "General Release.")

6 With respect to the General Release, Plaintiffs stipulate and agree that, upon the date on
7 which the Court's Final Approval Order becomes "Final", Plaintiffs shall be deemed to have
8 expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and
9 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
10 or state law, which provides:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
12 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT**
13 **TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
14 **RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE**
15 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**
16 **DEBTOR OR RELEASED PARTY.**

17 This release specifically excludes claims for unemployment insurance, disability, social security,
18 and workers compensation (with the exception of claims arising pursuant to California Labor Code
19 Sections 132(a) and 4553). Accordingly, if the facts relating in any manner to this Settlement are
20 found hereafter to be other than or different from the facts now believed to be true, the release of
21 claims contained herein shall be effective as to all unknown claims.

22 **VIII. SETTLEMENT PAYMENT**

23 **A. Consideration for This Agreement.**

24 As consideration for this Agreement, Defendant will make a settlement payment that totals
25 the Maximum Settlement Amount of \$400,000.00. The payment of the Maximum Settlement
26 Amount represents full and complete settlement of this matter. The Maximum Settlement Amount
27 includes all attorneys' fees and costs, administration costs, enhancement award to the class and
28 PAGA representatives, payment to the California Labor and Workforce Development Agency
("LWDA"), and payment to the PAGA Group Members for their Individual PAGA Payments. The
balance after deduction of attorneys' fees and costs, administration costs, payment to the LWDA,

1 and payment of the Individual PAGA Payments, the enhancement awards, will be the Net
2 Settlement Amount. Defendant's employer taxes shall be paid separately and in addition to the
3 Maximum Settlement Amount.

4 **B. Potential Increase to the Settlement Amount.**

5 If the number of employees exceeds 317 or the number of work weeks exceeds 17,881 by
6 more than 12.5%, the GSA will increase pro rata per additional class member or additional
7 workweek, whichever is greater. Workweeks shall be calculated by a week that an employee
8 actually recorded time worked in Defendant's timekeeping system, and does not include leaves of
9 absence, vacations, or furloughs. For example, if there is a 13.5% increase in workweeks,
10 Defendant would agree to increase the GSA by 1%. Alternatively, if this provision is triggered by
11 the workweek calculation or the calculation of the number of employees, Defendant may elect to
12 adjust the end of the Class Period to an earlier date than described in this Agreement in order to
13 limit the covered workweeks or the number of employees in lieu of paying an increase to the GSA.

14 **IX. SETTLEMENT ADMINISTRATOR**

15 Plaintiffs and Defendant, through their respective counsel, have selected ILYM as a
16 Settlement Administrator to administer the Settlement, which includes but is not limited to
17 distributing and responding to inquiries about the Notice, determining the validity of any disputes
18 and opt-outs, and calculating all amounts to be paid from the Net Settlement Fund. Charges and
19 expenses of the Settlement Administrator, estimated to be no more \$7,250.00, will be paid from the
20 Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the
21 allocated \$7,250.00 will be paid from the Settlement Amount. If the actual Administration Costs
22 are less than the Parties' estimation, the difference between the actual and estimated Administration
23 Costs will be part of the Net Settlement Fund. The Parties agree that this Agreement may be
24 provided to the Settlement Administrator to effectuate its implementation of the settlement
25 procedures herein.

26 **X. NOTICE, OBJECTIONS AND EXCLUSION RIGHTS**

27 **A. Notice**

1 Plaintiffs and Defendant, through their respective attorneys, have jointly prepared the
2 Notice, which in substance will be provided to the Class Members as follows:

3 As soon as practicable following preliminary approval of the Settlement, but no later than
4 fourteen (14) calendar days after the Court enters the Order granting preliminary approval of the
5 Settlement, Defendant will provide to the Settlement Administrator the following information for
6 each Class Member: (1) full name; (2) last known home address; (3) last known telephone number;
7 (4) dates of employment with Defendant as an hourly-paid or non-exempt employee, as well as
8 hours worked and total workweeks for each class member; (5) total Workweeks during the Class
9 Period; (6) total pay periods worked during the PAGA Period; (7) Social Security number; and (8)
10 last known email address. Defendant further agrees to consult with the Settlement Administrator
11 prior to the production date to ensure that the format will be acceptable to the Settlement
12 Administrator. Plaintiffs' Counsel shall also receive a redacted Class List that shall only disclose
13 an identification number attributed to each Class Member and their dates of employment, hours
14 worked, and associated workweeks and pay periods.

15 The Settlement Administrator shall run all the addresses provided through the United States
16 Postal Service NCOA database (which provides updated addresses for any individual who has
17 moved in the previous four years who has notified the U.S. Postal Service of a forwarding address)
18 to obtain current address information and shall mail the Notice to the Class Members via first-class
19 U.S. Mail using the most current mailing address information available, within ten (10) calendar
20 days of the receipt of the Class List from Defendant.

21 The Notice will include information regarding the nature of the Litigation; a summary of
22 the terms of the Settlement; the definition of the Class; a statement that the Court has preliminarily
23 approved the Settlement; the nature and scope of the claims being released; the procedure and time
24 period for objecting to the Settlement, the date and location of the Final Approval Hearing;
25 information regarding the opt-out procedure; the number of Workweeks credited to each Class
26 Member, the estimated Individual Settlement Payment for the Class Member, the number of pay
27 periods during the PAGA Period credited to each Class Member, and the estimated Individual
28 PAGA Payment for the Class Member.

1 If a Notice is returned as undeliverable after the initial mailing, the Settlement Administrator
2 will perform a skip trace in an attempt to locate a more current address. If the Settlement
3 Administrator is successful in locating an updated address, it will re-mail the Notice to the Class
4 Member. Further, any Notices returned with a forwarding address to the Settlement Administrator
5 before the Response Deadline (as defined in Section X.B. below), shall be re-mailed to the
6 forwarding address affixed thereto. With respect to any Notice that is re-mailed, the Response
7 Deadline for the Class Member whose Notice is re-mailed will be extended an additional fifteen
8 (15) calendar days.

9 No later than twenty-five (25) days before the Final Approval Hearing, the Settlement
10 Administrator shall provide counsel for Defendant and Class Counsel with a declaration attesting
11 to the completion of the settlement notice administration process, including the number of attempts
12 to obtain valid mailing addresses for and re-sending of any returned Notices, as well as the number
13 of Workweeks Disputes, Requests for Exclusion, and objections received.

14 **B. Objections.**

15 Any Class Member making an objection must not submit a Request to be Excluded (i.e.,
16 must not opt out). To object to the Settlement, a Settlement Class Member may send a written
17 objection to the Settlement Administrator or appear at the Final Approval Hearing with or without
18 submitting a written objection to the Settlement. The Settlement Class Member may appear
19 personally or through an attorney, at his or her own expense, at the Final Approval Hearing to
20 present his or her objection directly to the Court. However, any attorney who will represent an
21 individual objecting to this Settlement must file a notice of appearance with the Court and serve
22 Class Counsel and Defendant's Counsel no later than forty-five (45) calendar days after the Notice
23 was initially mailed to the Class Members ("Response Deadline"). A written objection to the
24 Settlement must: (1) contain the case name and number of the Litigation; (2) contain the Settlement
25 Class Member's name, address, telephone number, signature, and last four digits of his or her Social
26 Security number; (3) clearly state the grounds for the objection; (4) state whether the Settlement
27 Class Member intends to appear at the Final Approval Hearing; and (5) be mailed to the Settlement
28 Administrator, postmarked no later than the Response Deadline. If a Class Member objects to the

1 Settlement, the Class Member will remain a Settlement Class Member and if the Court approves
2 this Agreement, the Settlement Class Member will be bound by the terms of the Settlement and
3 Final Approval Order in the same way and to the same extent as a Settlement Class Member who
4 does not object to the Settlement. The date of mailing of the Notice to the objecting Settlement
5 Class Member shall be conclusively determined according to the records of the Settlement
6 Administrator. The Court retains final authority with respect to the consideration and admissibility
7 of any objections to the Settlement from Settlement Class Members.

8 **C. Opportunity to Be Excluded and Defendant's Opt-Out Threshold.**

9 In order for any Class Member to validly exclude himself or himself from the Settlement
10 (i.e., to validly opt out), a written request for exclusion from the Settlement ("Request to be
11 Excluded") must: (1) contain the case name and number of the Litigation; (2) contain the Class
12 Member's full name, address, telephone number, and last four digits of his or her Social Security
13 number; (3) be signed by the Class Member or his or her authorized representative; (4) contain a
14 clear statement that the Class Member requests to be excluded from the Settlement; and (5) be sent
15 to the Settlement Administrator, postmarked by no later than the Response Deadline. The Notice
16 shall contain instructions on how to opt out.

17 The date of the initial mailing of the Notice, and the date the signed Request to be Excluded
18 was postmarked, shall be conclusively determined according to the records of the Settlement
19 Administrator. Any Class Member who timely and validly submits a Request to be Excluded will
20 not be entitled to an Individual Settlement Payment, will not be bound by the terms and conditions
21 of the Settlement, and will not have any right to object, appeal, or comment thereon.

22 Any Class Member who does not timely submit a Request to be Excluded to the Settlement
23 Administrator will be deemed included in the Settlement in accordance with this Settlement. All
24 PAGA Group Members, the LWDA, and State of California shall release claims arising under
25 PAGA for the PAGA Period. All PAGA Group Members shall release claims arising under PAGA
26 regardless of their decision to participate in the class settlement.

27 In the event that ten percent (10%) or more of the Class Members exercise their right to
28 exclude themselves and opt out of the Settlement, Defendant retains the exclusive right, but not the

obligation, to withdraw from and terminate the Settlement and return all parties back to their same position before the Settlement was reached and the Settlement Agreement was entered into. In the event that Defendant exercises such rights under this paragraph, Plaintiffs and Defendant shall resume the Litigation through and until there is a final resolution of the Litigation. Defendant must notify Class Counsel and the Court in writing of such a decision to withdraw and terminate the Settlement no later than five (5) days prior to the date of the Final Approval Hearing. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed to the Settlement for any reason, and Defendant shall pay all administration expenses incurred through the date of its termination of the Settlement.

D. Cooperation

The Parties and their respective counsel agree not to encourage members of the Class to refrain from participating in the Settlement, to opt out of the Settlement, or to object to the Settlement, directly or indirectly, through any means. However, if a Class Member contacts Class Counsel, Class Counsel may discuss the terms of the Settlement and the Class Member's options with respect to the Settlement.

XI. DISPUTES PROCEDURE

If a Class Member disputes his or her number of Workweeks set forth in the Notice, such Class Member must submit a written Workweeks dispute ("Workweeks Dispute") that: (a) contains the case name and number of the Litigation; (b) contains the Class Member's full name, address, telephone number, signature, and last four digits of his or her Social Security number; (c) contains a statement setting forth the number of Workweeks that such Class Member believes is correct and attaches any relevant documentation in support thereof; and (d) is submitted to the Settlement Administrator by mail, postmarked no later than the Response Deadline. If a Class Member does not dispute his or her number of Workweeks, the number of Workweeks set forth in the Notice will govern the Individual Settlement Payment to the Class Member and such Class Member need not take further action to participate in the Settlement.

Upon timely receipt of any such challenge, the Settlement Administrator, in consultation with Class Counsel and counsel for Defendant, will review the pertinent records showing the dates

1 the Class Member worked for Defendant in California and the number of weeks worked, which
2 records Defendant agrees to make available to the Settlement Administrator and Class Counsel.

3 After consulting with Class Counsel and counsel for Defendant, the Settlement
4 Administrator shall compute the number of Workweeks to be used in computing the Class
5 Member's *pro rata* share of the Net Settlement Fund. In the event that there is a disparity between
6 the number of Workweeks a Class Member claims he or she worked during the Settlement Period
7 and the number of Workweeks indicated by Defendant's records, Defendant's records will control
8 unless inconsistent with records provided by the Class Member (or bona fide copies thereof), in
9 which case the records provided by the Class Member will control. The Settlement Administrator's
10 decision as to the total number of Workweeks shall be final and non-appealable. The Settlement
11 Administrator shall send written notice of the decision on any such dispute to the Class Member,
12 to Class Counsel, and counsel for Defendant within ten (10) calendar days of receipt of the
13 Workweeks Dispute.

14 Should any Class Member timely submit a timely Workweeks Dispute with a deficiency,
15 the Settlement Administrator shall, within five (5) calendar days of receipt, send a deficiency
16 notice. The deficiency notice will provide the Class Member the later of the Response Deadline or
17 fourteen (14) calendar days from the mailing of the deficiency notice to postmark a written response
18 to cure all deficiencies. The failure of a Class Member to timely respond to a notice of deficiency
19 shall invalidate the dispute unless all Parties' counsel agree to allow the dispute.

20 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

21 **A. Distribution Formula**

22 Settlement Class Members (i.e., Class Members who do not opt out of the Settlement) will
23 receive a lump sum payment as good and valuable consideration for the waiver and release of
24 Released Claims set forth in Section VII(A), above, in an amount determined by the Settlement
25 Administrator in accordance with the provisions of this Agreement.

26 Each Settlement Class Member's Individual Settlement Payment will be determined as
27 follows:

- 28 1. Defendant will calculate the total number of Workweeks of each Settlement Class

1 Member during the Settlement Period.

2 2. The value of each Workweek shall be determined by the Settlement Administrator
3 by dividing the Net Settlement Fund by the total number of Workweeks of all
4 Settlement Class Members (“Workweek Point Value”).

5 3. Each Settlement Class Member’s Workweeks will be multiplied by the Workweek
6 Point Value to derive his or her Individual Settlement Payment. Individual
7 Settlement Payments for each Settlement Class Member will be reduced by any
8 required legal deductions for the employee’s share of taxes and withholdings on the
9 wages portion of the Individual Settlement Payments.

10 **B. Funding of Settlement**

11 Within twenty-one (21) calendar days following the Effective Date, Defendant will deposit
12 the Settlement Payment equal to the Maximum Settlement Amount into an interest-bearing account
13 established by the Settlement Administrator. At no time prior to the Effective Date shall Defendant
14 be required to escrow any portion of the Settlement Amount.

15 **C. Time for Distribution**

16 The Settlement Administrator shall cause the Settlement Amount (inclusive of the Net
17 Settlement Fund, the Court-approved Attorneys’ Fees and Litigation Costs to Class Counsel, Court-
18 approved Enhancement Payment to Plaintiffs, Court-approved Administration Costs to the
19 Settlement Administrator, the LWDA Payment, and the PAGA Payment to PAGA Group
20 Members) to be distributed within ten (10) calendar days following the payment as detailed in
21 Section VIII(B) of the Agreement.

22 If an Individual Settlement Payment check is returned to the Settlement Administrator as
23 undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing
24 address by performing a skip trace search and, if another address is identified, shall mail the check
25 to the newly identified address.

26 Any checks issued by the Settlement Administrator to Settlement Class Members and
27 PAGA Group Members will be negotiable for at least one hundred eighty (180) calendar days. If
28 a Settlement Class Member or PAGA Group Member does not cash his or her settlement check

1 within 180 days, the uncashed funds, subject to Court approval, shall be provided to the California
2 Unclaimed Property Fund, pursuant to California Civil Procedure Code § 384. The Individual
3 Settlement Payment provided to Settlement Class Members and PAGA Group Members shall
4 prominently state the expiration date or contain a statement that the settlement check will expire in
5 one hundred eighty (180) days, or alternatively, such a statement may be made in a letter
6 accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will
7 not be reissued, except for good cause and as mutually agreed by the Parties in writing. The Parties
8 agree no unclaimed funds will result from the Settlement.

9 The Parties each represent that they do not have any financial interest in the California
10 Unclaimed Property Fund or otherwise have a relationship with the California Unclaimed Property
11 Fund that could create a conflict of interest.

12 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

13 The amounts paid under this Agreement do not represent a modification of any previously
14 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
15 Defendant. Such amounts will not form the basis for additional contributions to, benefits under, or
16 any other monetary entitlement under, benefit plans (self-insured or not) sponsored by Defendant,
17 policies or bonus programs. Any payments made under the terms of this Settlement shall not be
18 applied retroactively, currently, or on a going-forward basis as salary, earnings, wages, or any other
19 form of compensation for the purposes of Defendant's benefit plan, policy, or bonus program.
20 Defendant retains the right to modify the language of its benefit plan, policies, and bonus programs
21 to effect this intent and to make clear that any amounts paid pursuant to this Settlement are not for
22 "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by
23 applicable plans, policies and bonus programs for purpose of eligibility, vesting, benefit accrual, or
24 any other purpose, and that additional contributions or benefits are not required by this Settlement.

25 **XIV. CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS**

26 Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall
27 not seek or receive an amount in excess of 35% of the Settlement Amount (i.e., \$140,000.00) for
28 all past and future attorneys' fees necessary to prosecute, settle and administer the Litigation and

1 this Settlement ("Attorneys' Fees"). Additionally, Defendant shall not oppose an application by
2 Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of \$15,000.00,
3 which represents all past and future litigation costs and expenses necessary to prosecute, settle and
4 administer the Litigation and this Settlement ("Litigation Costs"). Any Attorneys' Fees or
5 Litigation Costs awarded to Class Counsel by the Court as part of the Settlement shall be deducted
6 from the Settlement Amount for the purpose of determining the Net Settlement Fund. The "future"
7 aspect of these amounts includes, without limitation, all time and expenses expended by Class
8 Counsel in defending the Settlement and securing preliminary and final approval (including any
9 appeals therein). There will be no additional charge of any kind to either the members of the Class
10 or request for additional consideration from Defendant for such work. The Attorneys' Fees and
11 Litigation Costs shall include all attorneys' fees, litigation costs, and expenses for which Plaintiffs
12 and Class Counsel could claim under any legal theory whatsoever with respect to the Litigation.
13 Within ten (10) calendar days following the Effective Date, the Settlement Administrator shall
14 disburse payment to Class Counsel from the Settlement Amount for the Court-approved Attorneys'
15 Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys'
16 Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such
17 unapproved portion or portions shall be part of the Net Settlement Fund to be distributed to
18 Settlement Class Members on a *pro rata* basis.

19 **XV. ENHANCEMENT PAYMENT TO PLAINTIFFS**

20 Defendant shall not oppose an application by Plaintiffs, and Plaintiff Brick and Ortega shall
21 not seek or receive an amount in excess of \$15,000.00 each for their participation in and assistance
22 with the Litigation ("Enhancement Payments"). Any Enhancement Payments awarded to Plaintiffs
23 by the Court as part of the Settlement shall be deducted from the Settlement Amount for the purpose
24 of determining the Net Settlement Fund and shall be reported on IRS Form 1099. If the Court
25 approves an Enhancement Payment of less than \$15,000.00 each to Plaintiffs Brick and Ortega,
26 then the unapproved portion or portions shall be part of the Net Settlement Fund to be distributed
27 to Settlement Class Members on a *pro rata* basis.

28 **XVI. TAXATION AND ALLOCATION**

1 The Parties agree that all employment taxes and other legally required withholdings will be
2 withheld from payments to the Settlement Class Members and Plaintiffs based on the Parties
3 stipulated allocation of the Net Settlement Fund as provided for in this Section.

4 In Defendant's sole discretion, and to which Plaintiffs and Class Counsel do not object, the
5 amount of federal income tax withholding will be based upon a flat withholding rate for
6 supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or
7 supplemented. Income tax withholdings will also be made pursuant to applicable state and/or local
8 withholding codes or regulations.

9 For withholding tax characterization purposes and payment of taxes, the Individual
10 Settlement Payments to Settlement Class Members shall be characterized as twenty percent (20%)
11 wages and eighty percent (80%) penalties and interest. The Individual PAGA Payments shall be
12 characterized as one hundred percent (100%) penalties and interest.

13 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by
14 the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the
15 Settlement Administrator. If the Code, the regulations promulgated thereunder, or other applicable
16 tax law, is changed after the date of this Agreement, the processes set forth in this Section may be
17 modified in a manner to bring Defendant into compliance with any such changes.

18 Finally, the employer's share of payroll taxes and contributions on the wages portion of
19 Individual Settlement Payments will be paid by Defendant in addition to and not as a deduction
20 from the Settlement Amount.

21 **XVII. PAGA ALLOCATION**

22 In order to implement the terms of this Settlement and to settle claims alleged under the
23 Private Attorneys General Act, California Labor Code section 2698 *et seq.*, the Parties agree to
24 allocate \$50,000.00 from the Settlement Amount as penalties authorized by the PAGA ("PAGA
25 Penalties"). Seventy-five percent (75%), which is \$37,500.00 of the PAGA Penalties will be
26 distributed to the Labor and Workforce Development Agency ("LWDA Payment") and twenty-five
27 25%, which is \$12,500.00, of the PAGA Penalties will be distributed on a pro-rata basis to the
28 PAGA Group Members based on the total number of pay periods during the PAGA Period and the

1 number of pay periods worked by the PAGA Group Member during the PAGA Period. Within ten
2 (10) calendar days following the payment funding the Settlement, the Settlement Administrator
3 shall disburse the LWDA Payment to the LWDA, and Plaintiffs' Counsel will provide notice to the
4 LWDA of the fact that the Settlement has been approved by the Court along with a copy of the
5 Final Approval Order through the appropriate LWDA/DIR website.

6 PAGA Group Members shall receive their portion of the PAGA Payment regardless of their
7 decision to opt-out of the class settlement.

8 **XVIII. COURT APPROVAL**

9 This Agreement and the Settlement is contingent upon final approval by the Court and entry
10 of judgment. Plaintiffs and Defendant agree to take all steps as may be reasonably necessary to
11 secure both preliminary approval and final approval of the Settlement, to the extent not inconsistent
12 with the terms of this Agreement and will not take any action adverse to each other in obtaining
13 approval by the Court, and, if necessary, appellate approval, of the Settlement in all respects.
14 Plaintiffs and Defendant expressly agree that they will not file any objection to the terms of the
15 Settlement or assist or encourage any person or entity to file any such objection.

16 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
17 restored to their respective positions in the Litigation, as of the date on which the Settlement was
18 reached, except as otherwise provided in Section XIX, below.

19 **XIX. MISCELLANEOUS PROVISIONS**

20 **A. Interim Stay of Litigation**

21 Plaintiffs and Defendant agree to the stay of all proceedings in the Litigation, including with
22 respect to California Code of Civil Procedure section 583.310, except such proceedings necessary
23 to implement and complete the Settlement, pending Final Approval of the Settlement by the Court.

24 **B. Interpretation of the Agreement**

25 This Agreement constitutes the entire agreement between Plaintiffs and Defendant. Except
26 as expressly provided herein, this Agreement has not been executed in reliance upon any other
27 written or oral representations or terms, and no such extrinsic oral or written representations or
28 terms shall modify, vary or contradict its terms. In entering into this Agreement, the Parties agree

1 that this Agreement is to be construed according to its terms and may not be varied or contradicted
2 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
3 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
4 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
5 be resolved solely and exclusively in the Superior Court of the State of California for the County
6 of Placer, and Plaintiffs and Defendant hereby consent to the personal jurisdiction of the Court over
7 them solely in connection therewith. Plaintiffs, on their own behalf and on behalf of the Class, and
8 Defendant participated in the negotiation and drafting of this Agreement and had available to them
9 the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendant may
10 claim that any ambiguity in this Agreement should be construed against the other.

11 The terms and conditions of this Agreement constitute the exclusive and final understanding
12 and expression of all agreements between Plaintiffs and Defendant with respect to the Settlement.

13 **C. Further Cooperation**

14 Plaintiffs and Defendant and their respective attorneys shall proceed diligently to prepare
15 and execute all documents, to seek the necessary approvals from the Court, and to do all things
16 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

17 **D. Confidentiality of Documents**

18 After the expiration of any appeals period, Plaintiffs, the Settlement Administrator, and
19 Class Counsel shall maintain the confidentiality of all documents, deposition transcripts,
20 declarations and other information obtained in the Litigation, unless necessary for appeal or such
21 documents are ordered to be disclosed by the Court or by a subpoena.

22 **E. Neutral Employment Reference**

23 Defendant agrees that it will adopt a neutral reporting policy regarding any future
24 employment references related to Plaintiffs. In the event that any potential or future employers of
25 Plaintiffs request a reference regarding Defendant's employment of Plaintiff Brick or Plaintiff
26 Ortega, Defendant shall only provide the requested Plaintiffs' dates of employment and job titles
27 during employment. Defendant shall not refer to the Action or this Settlement.

28 **F. Counterparts**

1 The Agreement may be executed in one or more actual or non-original counterparts, all of
2 which will be considered one and the same instrument and all of which will be considered duplicate
3 originals.

4 **G. Authority**

5 Each individual signing below warrants that he or she has the authority to execute this
6 Agreement on behalf of the party for whom or for which that individual signs.

7 **H. No Third-Party Beneficiaries**

8 Plaintiffs, Settlement Class Members, and Defendant are direct beneficiaries of this
9 Agreement, but there are no third-party beneficiaries.

10 **I. Modification**

11 This Agreement may not be changed, altered, or modified, except in a writing signed by the
12 counsel for the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree
13 that any dates contained in this Agreement may be modified by agreement of counsel for the Parties
14 in writing without approval by the Court if the Parties agree and cause exists for such modification.
15 This Agreement may not be discharged except by performance in accordance with its terms or by
16 a writing signed by the Parties.

17 **J. Deadlines Falling on Weekends or Holidays**

18 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
19 legal holiday, that deadline shall be continued until the following business day.

20 **K. California Law Governs**

21 All terms of this Settlement Agreement and Exhibits hereto will be governed and interpreted
22 according to the laws of the State of California.

23 **L. Severability**

24 In the event that any one or more of the provisions contained in this Agreement shall for
25 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
26 unenforceability shall in no way effect any other provision if Defendant's Counsel and Class
27 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed as
28 if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

1 **M. Consolidation of Claims**

2 Plaintiffs agree to file a consolidated Complaint in the Brick Action. Plaintiffs will dismiss
3 the claims in the Ortega Action without prejudice. Plaintiffs will file an amended complaint prior
4 to filing a motion for preliminary approval of the Settlement in the Brick Action that will add
5 Plaintiff Ortega as a class representative in the Brick Action.

6 **N. Binding on Successors and Assigns**

7 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
8 or assigns of the Parties hereto, as previously defined.

9 **O. Waiver**

10 No waiver of any condition or covenant contained in this Settlement Agreement or failure
11 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
12 a further waiver by such party of the same or any other condition, covenant, right or remedy.

13 **P. Enforcement Action**

14 In the event that one or more of the Parties institutes any legal action or other proceeding
15 against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
16 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
17 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
18 fees incurred in connection with any enforcement actions.

19 **Q. Mutual Preparation**

20 The Parties have had a full opportunity to negotiate the terms and conditions of this
21 Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than
22 another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties,
23 it being recognized that, because of the arms-length negotiations between the Parties, all Parties
24 have contributed to the preparation of this Settlement Agreement.

25 **R. Representation by Counsel**

26 The Parties acknowledge that they have been represented by counsel throughout all
27 negotiations that preceded the execution of this Agreement, and that this Agreement has been
28 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class

Counsel warrant and represent that there are no liens on the Agreement.

S. Binding Agreement

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Date: August 17, 2023

KAITLIN BRICK, on behalf of herself and all others similarly situated

DocuSigned by:
Kaitlin Brick
76660D2E27D24D8
KAITLIN BRICK, *Plaintiff*

Date: August 14, 2023

ALFONSO ORTEGA, on behalf of himself and all others similarly situated

Alfonso Ortega
alfonso ortega (Aug 14, 2023 15:14 PDT)
ALFONSO ORTEGA, *Plaintiff*

Date: _____, 2023

HOOKED ON SOLAR, INC., *Defendant*

Name:

Position:

1 APPROVED AS TO FORM:

2 Date: August 23, 2023

AEGIS LAW FIRM PC

3 Steven McNicholl

4 Samuel A. Wong, Esq.

5 Kashif Haque, Esq.

6 Jessica L. Campbell, Esq.

7 Steven A. McNicholl, Esq.

8 *Attorneys for Plaintiffs and Proposed Class*
9 *Counsel*

10 Date: August 14, 2023

11 CASTLE EMPLOYMENT: CALIFORNIA
12 EMPLOYMENT COUNSEL

13 Kent L. Bradbury

14 Timothy B. Del Castillo, Esq.

15 Kent L. Bradbury, Esq.

16 *Attorneys for Plaintiffs and Proposed Class*
17 *Counsel*

18 Date: _____, 2023

MEDINA McKELVEY LLP

19 Brandon R. McKelvey, Esq.

20 Douglas R. Leach, Esq.

21 *Attorneys for Hooked on Solar, Inc.*

Counsel warrant and represent that there are no liens on the Agreement.

S. Binding Agreement

The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Date: _____, 2023

KAITLIN BRICK, on behalf of herself and all others similarly situated

KAITLIN BRICK, *Plaintiff*

Date: _____, 2023

ALFONSO ORTEGA, on behalf of himself and all others similarly situated

ALFONSO ORTEGA, *Plaintiff*

Date: Aug 28 _____, 2023

HOOKED ON SOLAR, INC., *Defendant*

DocuSigned by:

Chad Fralick

Name: Chad Fralick

Position: President

1 APPROVED AS TO FORM:

2 Date: _____, 2023

AEGIS LAW FIRM PC

3
4 _____
5 Samuel A. Wong, Esq.
6 Kashif Haque, Esq.
7 Jessica L. Campbell, Esq.
8 Steven A. McNicholl, Esq.
9 *Attorneys for Plaintiffs and Proposed Class*
10 *Counsel*

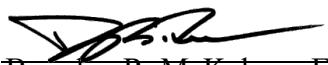
11 Date: _____, 2023

12 CASTLE EMPLOYMENT: CALIFORNIA
13 EMPLOYMENT COUNSEL

14 _____
15 Timothy B. Del Castillo, Esq.
16 Kent L. Bradbury, Esq.
17 *Attorneys for Plaintiffs and Proposed Class*
18 *Counsel*

19 Date: August 28, 2023

MEDINA McKELVEY LLP

20 _____
21 
22 Brandon R. McKelvey, Esq.
23 Douglas R. Leach, Esq.
24 *Attorneys for Hooked on Solar, Inc.*