Electronically RECEIVED by Superior Court of California, County of Riverside on 10/27/2026 12:23 PM - Jason B. Galkin, Executive Officer/Clerk of the Court By Joanne Bishop, Clerk

BOKHOUR LAW GROUP, P.C.
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
mehrdad@bokhourlaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (310) 975-1493; Fax: (310) 675-0861

FALAKASSA LAW, P.C.
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
josh@falakassalaw.com
1901 Avenue of the Stars, Suite 520
Los Angeles, California 90067
Tel: (818) 456-6168; Fax: (888) 505-0868

Attorneys for Plaintiffs and the Settlement Class

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 30 2026

D. Board DB

LAT
NOV 02 2026
R

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VANESSA R. TORRES, on behalf of herself and all others similarly situated,

Plaintiffs,

v.

EMPOWER SOLAR, INC., a California Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2201894

Assigned to the Hon. Harold W. Hopp

~~AMENDED [PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT

HEARING INFO

Date: October 29, 2026
Time: 8:30 a.m.
Dept.: 1

This matter having come for hearing on October 29, 2026, regarding the unopposed Motion for Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA Settlement Agreement (the "Settlement"). In conformity with California Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined in the Settlement), and having considered the Settlement, all of the legal authorities and documents submitted in support thereof, all papers filed and proceedings had herein, all oral and written comments received regarding the Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes the following findings and determinations and enters final judgment as follows:

1. All capitalized terms used in this Order shall have the same meaning as those terms used and/or defined in the Class Action and PAGA Settlement Agreement, except as expressly modified by this Order. The Settlement Agreement was filed on September 30, 2026, as Exhibit B to the Declaration of Mehrdad Bokhour in Support of Plaintiffs' Motion for Final Approval of Class Action Settlement and is incorporated herein by reference, subject to the limitations and modifications stated in this Order.

2. The Court has personal jurisdiction over the Parties to this litigation and subject matter jurisdiction to approve this Settlement, and all exhibits thereto.

3. For settlement purposes only, the Court hereby finally certifies the Settlement Class, as defined in the Settlement Agreement, consisting of all individuals who are or were employed by Defendant Empower Solar, Inc. ("Defendant") in California as non-exempt hourly employees at any time from May 11, 2018, through September 24, 2025.

4. For settlement purposes, the Court further finds that Plaintiffs represent the State of California and the PAGA Employees with respect to the PAGA claims compromised by the Settlement. The PAGA Employees consist of all individuals who are or were employed by Defendant in California as non-exempt hourly employees at any time from May 10, 2021, through September 24, 2025 (the "PAGA Period").

5. The Court deems this definition sufficient for the purpose of California Rules of Court, rule 3.765(a), and solely for the purpose of effectuating the Settlement.

6. The Court finds that an ascertainable Settlement Class exists and that, for settlement purposes, a well-defined community of interest exists because: (a) common questions of law and fact predominate over individual questions; (b) Plaintiffs' claims are typical of the claims of the Settlement Class; and (c) Plaintiffs and Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class in negotiating, entering into, and implementing the Settlement.

7. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement Administrator, completed the distribution of Class Notice to the Class in a manner that complies with California Rules of Court, rule 3.766. The Class Notice informed prospective Class Members of the Settlement terms, their rights under the Settlement and to receive their settlement share, their rights to submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the Settlement. Sufficient period of time to respond and to act was provided by each of these procedures. No Class Members filed a written objection to the Settlement as part of this notice process, no Class Member submitted a request for exclusion.

8. The Court hereby approves the terms set forth in the Settlement Agreement, as narrowed and modified by this Order, and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent with and compliant with all applicable requirements of the California Code of Civil Procedure, the California and United States Constitutions, including the Due Process clauses, the California Rules of Court, and any other applicable law, and in the best interests of each of the Parties and Class Members.

9. The Court directs the Parties to effectuate the Settlement Agreement as narrowed and modified by this Order and declares the Settlement Agreement, as so modified, binding on all 840 Participating Class Members.

10. The Court finds that the Settlement Agreement has been reached as a result of informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and their attorneys reasonably evaluated their respective positions.

11. The Court also finds that the Settlement will now avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided as part of the Settlement in light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured significant relief for Class Members.

12. The Settlement Agreement is not an admission by Defendant, nor is this order a finding of the validity of any allegations or any wrongdoing by Defendant.

13. The Court appoints Plaintiffs Vanessa R. Torres and Francisco Moreno as Class Representatives for settlement purposes and finds them to be adequate.

14. The Court appoints Joshua Falakassa of Falakassa Law, P.C., and Mehrdad Bokhour of Bokhour Law Group, P.C., as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class action litigation.

15. The terms of the Settlement Agreement, including the Gross Settlement Amount of $600,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and each Class Member, and the Court grants final approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The $600,000 Gross Settlement Amount is inclusive of employer-side payroll taxes, which the Settlement Administrator shall pay from that amount pursuant to paragraph 81 of the Settlement Agreement.

16. The Court approves the following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

A. The Court awards $11,000 to ILYM Group, Inc., the Settlement Administrator, and finds this amount to be fair and reasonable. The Court grants final approval and orders the Settlement Administrator to pay this amount in accordance with the Agreement.

B. The Court awards $200,000 to Class Counsel as attorneys' fees and finds this amount fair and reasonable in light of the benefit obtained for the Class. Of this amount, $100,000 is awarded to Bokhour Law Group, P.C., and $100,000 is awarded to Falakassa Law, P.C. The Settlement Administrator shall pay

these amounts in accordance with the Settlement Agreement.

C. The Court awards $36,724 to the Bokhour Law Group, P.C. in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel litigation expenses payment in this amount to be made in accordance with the Settlement Agreement.

D. The Court awards a Class Representative Service Payment of $12,500 to Vanessa R. Torres and $12,500 to Francisco Moreno, for a total of $25,000. The Court finds these amounts fair and reasonable in light of Plaintiffs' contributions to the Action, the time and risks they undertook, the benefits obtained for the Settlement Class, and the broader general releases they provided.

E. The Court approves the $20,000 allocation for PAGA penalties and orders that 75% ($15,000) be paid to the LWDA and 25% ($5,000) be distributed to the PAGA Employees as Individual PAGA Payments pursuant to the allocation formula in the Settlement Agreement and former Labor Code section 2699(i).

17. The Court orders the Parties to comply with and carry out the Settlement Agreement as narrowed and modified by this Order. The release limitations and settlement administration requirements expressly stated in this Order control over and supersede any inconsistent provision of the Settlement Agreement, including its definitions and paragraphs 60 through 65. No broader release is approved by incorporation of the Settlement Agreement. This limitation does not affect the Class Representatives' individual general releases and Civil Code section 1542 waivers in paragraphs 67 through 69 of the Settlement Agreement, which are approved

18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation.

19. The Parties shall bear their own respective attorneys' fees and costs except as

otherwise provided in this Order and the Settlement Agreement.

20. All checks issued to Participating Class Members and PAGA Employees shall remain negotiable for 180 calendar days after mailing. Each initial settlement distribution check shall conspicuously bear the words "CLASS ACTION SETTLEMENT" in capital letters. Each envelope transmitting a settlement distribution check shall conspicuously bear the notation "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Funds represented by checks remaining uncashed after the void date shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the applicable payee in accordance with the Settlement Agreement. No such funds shall revert to Defendant.

21. The Settlement Administrator shall mail a reminder postcard by first-class mail to each Participating Class Member or PAGA Employee whose settlement distribution check remains uncashed 60 calendar days after the date the check was mailed. The reminder postcard shall be mailed within 5 business days after that 60-day period expires, shall state the check-cashing deadline, and shall provide the Settlement Administrator's contact information and instructions for obtaining a replacement check. The reminder does not extend the check-cashing deadline.

If a settlement distribution mailed to a current employee of Defendant is returned as undeliverable and the Settlement Administrator is unable to locate a valid mailing address after completing the address-search procedures required by the Settlement Agreement, the Settlement Administrator shall arrange with Defendant to deliver that distribution to the employee at the employee's place of employment.

22. Pursuant to California Rules of Court, rule 3.771(b), the Court directs the Settlement Administrator, within 10 days after entry of this Order and Final Judgment, to provide notice of entry of judgment to the Settlement Class by posting this Order and Final Judgment on the settlement website and maintaining it there through the conclusion of settlement administration.

23. Notwithstanding any broader provision of the Settlement Agreement, the Court approves only the following class and PAGA releases:

A. Class Release. Upon the Effective Date, entry of judgment, and full funding of the Settlement, the 840 Participating Class Members release Empower Solar, Inc., and its officers,

directors, and employees only from claims stated in the operative complaint and claims based solely upon the facts alleged in the operative complaint (including the LWDA notices attached as Exhibits A and B thereto), and only to the extent the liability arose from May 11, 2018, through September 24, 2025. Subject to those limitations, the released claims concern: failure to pay minimum and overtime wages for all hours worked, including rounding, automatic meal deductions, off-the-clock work, and regular-rate calculations; sick-leave pay and accrual information; meal and rest periods and associated premiums; timely payment of wages during employment and at separation, including waiting time penalties; accurate itemized wage statements; reimbursement of necessary business expenses; derivative unfair competition claims; and associated remedies. This enumeration does not release any claim unsupported by the facts alleged in the operative complaint. No claim based on facts outside that complaint or liability outside the Class Period is released. No other person or entity is released by the class release merely by reason of ownership of Defendant.

B. PAGA Release. At the time and upon satisfaction of the conditions specified for the PAGA release in the Settlement Agreement, Plaintiffs, acting in their representative capacity on behalf of the State of California, release Empower Solar, Inc., and its officers, directors, and employees only from claims for civil penalties under PAGA for the Labor Code violations described in Plaintiffs' May 10, 2022, and May 5, 2023, LWDA notices, and only to the extent those violations are alleged in the operative complaint (including the LWDA notices attached as Exhibits A and B thereto) and occurred from May 10, 2021, through September 24, 2025. This representative release binds only the named Plaintiffs and the State of California, and all PAGA Employees as to claims for civil penalties under PAGA within its scope. It does not release any aggrieved employee's individual claim for wages or damages; any separate release of such claims arises only under the class release or the named Plaintiffs' individual releases. No other person or entity is released by the PAGA release merely by reason of ownership of Defendant. The May 10, 2021, commencement date expressly supersedes the March 10, 2021, date in paragraph 62 of the Settlement Agreement.

24. A Settlement Compliance Hearing (Final Report Nonappearance Hearing) is set for

August 30, 2027, at 8:30 a.m. in Department 1 of this Court. Within 30 calendar days after the check-cashing deadline, Class Counsel shall file a declaration from the Settlement Administrator reporting the status of settlement administration and distribution. During the 5-court-day period immediately preceding the Settlement Compliance Hearing, Class Counsel shall file an updated final report in the form of a declaration from the Settlement Administrator with personal knowledge. The reports shall state the date checks were mailed; the total number and value of checks mailed; the average check amount; the number and value of checks cashed; the number, total value, and average amount of checks remaining uncashed; the dates and number of reminder postcards mailed; the nature and date of disposition of unclaimed funds, including amounts transmitted or to be transmitted to the California Controller's Unclaimed Property Fund; and confirmation of all other payments required by the Settlement Agreement and this Order. If unpaid residue remains to be distributed, the final report shall be accompanied by a proposed amended judgment addressing its disposition. No appearance is required unless otherwise ordered by the Court.

25. Within 10 days after entry of this Order and Final Judgment, Class Counsel shall submit a copy of the entered Order and Final Judgment to the Labor and Workforce Development Agency through the agency's online filing system in accordance with former Labor Code section 2699, subdivision (l)(3).

26. The Court retains continuing jurisdiction over the Parties, the Settlement Class, the PAGA Employees, the Action, and the Settlement pursuant to Code of Civil Procedure section 664.6 and California Rules of Court, rule 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

27. This Order and Final Judgment constitute the final disposition of the Action in its entirety and are intended to be immediately appealable. This Final Judgment resolves only the claims released under the Settlement Agreement as expressly narrowed and modified by this Order, subject to the applicable release conditions and effective dates. The Action is resolved by judgment, not dismissal.

28.

JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.

DATED: 10/30, 2026

HON. HAROLD W. HOPP