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Attorneys for Plaintiffs and the Putative Classes

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 Hon. Harold W. Hopp

**DECLARATION OF MEHRDAD
BOKHOUR IN SUPPORT OF
PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information:

Date: February 2, 2026

Time: 8:30 a.m.

Dept.: 1

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1 Settlement. Defendant maintains, among other things, that it has complied with California laws in all
2 respects.

3 **Discovery and Mediation**

4 7. Prior to reaching the Settlement, the Parties exchanged substantial information,
5 including payroll and timekeeping data, written policies, and other employment records, and
6 participated in multiple arm's length mediations with experienced wage and hour mediators. The
7 Settlement was reached after continued negotiations informed by this discovery and the Parties'
8 assessment of the risks, costs, and uncertainties of continued litigation.

9 8. A true and correct copy of the Class Action and PAGA Settlement Agreement
10 ("Settlement" or "Settlement Agreement") is attached hereto as **Exhibit "A"**. The proposed
11 Class Notice, Request for Exclusion Form, and Objection Form are attached as **Exhibit "B"**.

12 9. According to Defendant, there are approximately 882 class members and 819
13 aggrieved employees.

14 **The Settlement Should Be Preliminarily Approved**

15 10. Although the parties engaged in significant formal and informal discovery in
16 advance of mediation, the parties still had significant discovery to complete in formal litigation
17 had the matter not settled. This would have required substantial time and resources from all parties
18 and would very likely have spanned several years. Plaintiffs faced numerous risks in continued
19 litigation, including and not limited to the risk of receiving no recovery if a class is not certified
20 and/or no liability is found, and the Court determining that adjudication on a representative or
21 class basis is unmanageable and not appropriate. Plaintiffs also faced the real possibility that the
22 amount recovered against Defendant after years of litigation and a lengthy and costly trial would
23 be less than the amount negotiated in this Settlement. This Settlement avoids those risks and the
24 accompanying expense.

25 **Failure to Pay Overtime/Sick Wages Due to Improper "Regular Rate of Pay":**

26 11. As described above, Plaintiffs allege that Defendant failed to account for non-
27 discretionary bonuses, commissions, and other incentive pay when calculating the "regular rate of
28 pay" when paying overtime and sick time wages. Plaintiffs' analysis of Defendant's sampling of

1 pay records revealed that any such underpayment of overtime wages was approximately \$600,000.

2 12. However, in response, Defendant argued that it correctly calculated the “regular rate
3 of pay,” and the such discretionary payments were properly excluded from regular rate
4 of pay calculations. Defendant also tried to argue that any underpayment was in good
5 faith and *de minimums*, if any.

6 13. Due to this and in light of Defendant’s other defenses, Plaintiffs discounted this
7 claim by 30%, resulting in **\$420,000** in damages

8 **Meal Period Violations**

9 14. Plaintiffs further allege that Defendant failed to provide Plaintiffs and other Class
10 Members with all first meal periods of at least thirty (30) minutes prior to the fifth hour of work,
11 and second meal periods of at least thirty (30) minutes before the tenth (10th) hour of their shift.
12 Plaintiffs further allege that Defendant failed to adopt a policy/procedure of paying meal period
13 premiums at the “regular rate of pay” for missed/non-compliant meal periods. Defendant’s payroll
14 records demonstrate that Class members were consistently unable to take second meal periods at
15 all for shifts in excess of 10 hours. Plaintiffs’ analysis of the data demonstrates 77,324 unique
16 meal period violations comprising a 75% violation rate based on the payroll data analyzed.
17 Plaintiffs calculate \$867,420 in unpaid meal period premiums (77,324 non-compliant meal
18 periods x \$19.57 meal period premium). As such, the total damages for meal period violations
19 are estimated at \$867,420. However, Defendant claims that it maintained legally compliant meal
20 period policies throughout the Class Period, such that it allowed non-exempt employees to take
21 compliant and timely meal periods. Defendant further claimed that all or most of the hourly
22 employees had signed second meal period waivers and/or otherwise voluntarily waived a second
23 unpaid meal period that was made available by the company so they could go home sooner rather
24 than taking a second 30-minute unpaid meal break. As such, Defendant contended that there were
25 no violations for all of the shifts between 10.0 and 12.0 hours. Defendant also contends that this
26 claim would not be certified due to the lack of any common evidence tying together the reason
27 that Class Members experienced an alleged meal period violation. Lastly, Defendant asserts that
28 the presence of these affirmative defenses as to the voluntariness of a particular meal period

1 decision would preclude class certification. In light of these defenses and arguments, Plaintiffs
2 discounted Defendant's maximum exposure by 50% for the risk of non-certification, and an
3 additional 50% to account for Defendant's defenses on the merits, to arrive at an estimated total
4 of \$216,855.

5 **Rest Period Violations**

6 15. Plaintiffs allege that Defendant failed to authorize and permit all legally compliant
7 rest periods throughout the Class Period. More specifically, Plaintiffs alleged that Defendant's
8 rest period policy required Class members to remain on the company premises during rest periods.
9 Plaintiffs' analysis of Defendant's data demonstrates there were approximately 105,000 rest
10 period eligible shifts. For this claim, Plaintiffs assumed a 33% violation rate and calculated
11 Defendant's maximum exposure on this claim at \$678,100 (34,650 non-compliant rest periods x
12 \$19.57 rest period premium).

13 16. However, Defendant denies Plaintiffs rest period allegations and asserts that they
14 maintained compliant rest period policies and practices throughout the Class Period and
15 authorized and permitted all rest periods to Class Members. In addition, Defendant argued that,
16 in practice, Class Members were allowed to be free and did, in fact, leave the premises during
17 rest periods. Further, Defendant contends that this claim is not amenable to class treatment
18 because individualized inquiries would be required to determine which employees failed to take
19 rest periods, and the reasons why each employee failed to take a rest period on a particular shift.
20 As such, Plaintiffs discounted Defendant's maximum exposure by 50% to account for the risk of
21 non-certification, and an additional 50% to account for Defendant's defenses on the merits, to
22 arrive at an estimated exposure of approximately \$169,525.

23 **Wage Statement Violation**

24 17. Plaintiffs contend that, because of the foregoing Labor Code violations, Defendant
25 issued inaccurate wage statements in violation of Labor Code section 226(a). More specifically,
26 Plaintiffs alleged that the wage statements issued uniformly failed to reflect all net wages earned,
27 gross wages earned, the appropriate overtime rate, and the appropriate rate of premium pay for
28 non-compliant meal and rest periods. Further, the wage statements issued by Defendant failed to

1 indicate the applicable hourly rates in effect during the pay period and the corresponding number
2 of hours worked at each hourly rate. Plaintiffs' data analysis reveals there were approximately
3 15,000 wage statements issued during the one-year liability period. Therefore, Plaintiffs calculate
4 Defendant's maximum exposure for this claim at \$750,000.

5 18. Based on Defendant's arguments that: (i) no violations occurred; (ii) any alleged
6 violations were not "knowing and intentional" as required by Labor Code § 226(e); (iii) no actual
7 injury was suffered; and (iv) that its wage statements always accurately reflected hours worked
8 and amounts paid to employees, *see Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th
9 1308 (agreeing with employer's "commonsense position that the pay stubs were accurate in that
10 they correctly reflected the hours worked and the pay received), Plaintiffs discounted Defendant's
11 calculated maximum exposure by 75% for a risk of non-certification, and an additional 50% for a
12 risk of being unsuccessful on the merits, to arrive at an estimated total of \$93,750.

13 **Waiting Time Penalties**

14 19. Defendant's records reflected approximately 538 former Class Members who
15 separated from their employment with Defendant during the Class Period. Based on an average
16 hourly rate of \$19.57, Plaintiffs estimated the average waiting time penalty per former employee
17 to be \$4,696 (\$19.57 x 8 hours per day x 30 days). Therefore, Plaintiffs estimated Defendant's
18 maximum exposure for potential waiting time penalties to be \$2,526,878 (538 former employees
19 * \$4,696 average waiting time penalty). Defendant also presented several defenses to this claim,
20 most notably asserting that, because it possessed good-faith defenses to the underlying claims,
21 any failure to pay wages was not "willful" as a matter of law. Defendant further contends that no
22 waiting time penalties are recoverable as a matter of law as to Plaintiffs' claims predicated on a
23 failure to provide meal and/or rest periods, as a Court of Appeal recently held in *Naranjo v.*
24 *Spectrum Security Servs., Inc.* (2019) 40 Cal.App.5th. 444, 473-75 (review granted Jan. 2, 2020).
25 To account for Defendant's defenses, Plaintiffs discounted the maximum exposure by 80% for
26 the risk of non-certification and an additional 60% for the risk of losing on the merits and/or not
27 receiving the maximum penalties sought to arrive at an estimated exposure of \$202,150.

Unreimbursed Business Expenses

20. Plaintiffs allege that Defendant failed to reimburse Plaintiffs and other Class Members for all necessary business expenses during the Class Period. Plaintiffs alleged that the business expenses incurred by Plaintiffs and other Class Members were for the required use of their personal cell phones for, amongst other things, text messaging staff/co-workers and customers. Plaintiffs calculated Defendant's maximum exposure under this theory of liability to be \$220,500 (\$250 unreimbursed business expenses x 882 putative class members).

21. Defendant contended that Plaintiffs and other putative class members never requested reimbursement from Defendant for these items, and Defendant did not know and had no reason to know that the alleged business-related expenses were incurred and not reimbursed.

22. Defendant contended that the California Labor Code only requires reimbursement of “necessary” expenses—as opposed to any expense that is incurred in the course of performing work—and argued that distinguishing a necessary expense from an unnecessary one would require individualized inquiry. Defendant further contended that the reason why a putative class member undertook certain expenses, while not others, and failed to receive reimbursement for certain expenses while not others, would raise individual issues that could not be certified. Indeed, whether an expense was necessary would depend, in part, on the reasonableness of the employee’s choice, and whether an expense was incurred would have to be established by way of extensive individual factual inquiry and/or statistical evidence.

23. In light of these defenses and arguments, Plaintiffs discounted Defendant's maximum exposure by 35% for the risk of non-certification, and an additional 40% to account for Defendant's defenses on the merits, to arrive at an estimated total of \$85,995.

PAGA Penalties

24. Based on the data provided by Defendant, there were approximately 15,000 pay periods worked during the relevant PAGA Period. Based on the alleged Labor Code violations described above, Plaintiffs contend that Defendant could be subject to PAGA civil penalties of one hundred dollars (\$100) per pay period for initial violations during the PAGA Period.

1 Accordingly, Plaintiffs estimate Defendant's maximum potential PAGA exposure to be
2 approximately \$1,500,000 (15,000 pay periods × \$100).

3 **The Settlement Is Within the Range of Possible Approval**

4 25. The Settlement amount reached in this case provides significant recovery to
5 Participating Class Members and easily falls within the range of reasonableness.

6 26. Class Counsel obtained a Gross Settlement Amount of \$600,000. Class Counsel
7 considers this to be an excellent settlement for Class Members, when taking into account all issues
8 and risks related to liability and class certification and considering the case law regarding fair,
9 reasonable, and adequate settlements. *Rebney v. Wells Fargo Bank* (1990) 220 Cal.App.3d 1117,
10 1139 ["Compromise is inherent and necessary in the settlement process ... even if the relief
11 afforded by the proposed settlement is substantially narrower than it would be if the suits were to
12 be successfully litigated, this is no bar to a class settlement because the public interest may indeed
13 be served by a voluntary settlement in which each side gives ground in the interest of avoiding
14 litigation."]; *Officers for Justice v. Civil Service Comm'n*, 688 F.2d 615, 62(9th Cir. 1982) 8 ["It
15 is well-settled law that a cash settlement amounting to only a fraction of the potential recovery
16 does not ... render the settlement inadequate or unfair."].

17 27. The proposed settlement reflects approximately 66% of the estimated recovery the
18 Class could reasonably expect in light of the significant litigation risks and will provide tangible,
19 monetary compensation for hotly disputed claims. Indeed, the percentage of the liability exposure
20 recovered in this case exceeds percentages routinely approved by courts.

21 **The Allocation for Enhancement Awards Is Reasonable**

22 28. Subject to Court approval, Plaintiffs each will receive a Class Representative
23 Service Award in the amount of Twelve Thousand Five Hundred Dollars (\$12,500). The Service
24 Payment will be paid in addition to the Plaintiffs' individual Settlement Share. Plaintiffs spent
25 considerable time and effort producing relevant documents and past employment records, and
26 providing the facts and evidence necessary to support the allegations. Plaintiffs were available
27 whenever counsel needed and tried to obtain documents and information that would benefit the Class.

28 29.

The Allocation for Attorneys' Fees and Costs Are Reasonable

30. The Settlement establishes a Gross Settlement Amount of \$600,000 and provides for Class Counsel to apply for attorney's fees in the amount of \$200,000. Class Counsel will apply for attorneys' fees when seeking final approval of the proposed Settlement.

31. The Class Counsel Attorneys' Fees provided for by the Settlement are reasonable, particularly in light of the time and effort expended by Class Counsel. Class Counsel litigated this case for over a year, with the possibility of an unsuccessful outcome and no fee recovery. The ongoing work has been demanding and has ultimately achieved a substantial Settlement. Given the strengths and weaknesses of the claims and the risk and expense of further litigation, Plaintiffs believe that their counsel achieved an excellent result on behalf of the Class. Considering the amount of the fees to be requested, the work performed, and the risks incurred, the Class Counsel Fees Payment and Class Counsel Litigation Costs provided for by the Settlement are reasonable and should be awarded.

32. Class Counsel have borne, and continue to bear, the entire risk and cost of litigation associated with this class action on a pure contingency basis. The factual and legal issues posed in this case were evolving and difficult. Based on Class Counsel's past experience in wage and hour class action litigation, it is safe to state that Class Counsel is very likely to be called upon, after the Class Notice has been sent, to expend substantial amounts of additional time to help Class Members understand the terms of the proposed settlement, and to assist Class Members in the preparation and documentation of their claims. It is also likely that, even after final approval of the settlement has been granted, Class Counsel will be called upon to expend additional amounts of time in the presentation and resolution of contests and disputes relating to Class Members' claims under the terms of the proposed settlement, as to the amounts of individual claims and perhaps other individual issues.

33. The Court should preliminarily approve the requested Class Counsel Fees Payment and Class Counsel Litigation Costs justified by the outstanding results achieved, the complexity of the issues, the difficulty of the case, and the great risk undertaken by Class Counsel. The requested payments will not be opposed by Defendant and are well within established guidelines.

1 34. I graduated with a Bachelor of Arts with a major in Political Science from the
2 University of California, Berkeley in 2007. I received my Juris Doctorate from Loyola Law
3 School–Los Angeles in 2012 and became a member of the California State Bar in December
4 2012. I began my legal career as an associate for Carney Shegerian and Ebby Bakhtiar, focusing
5 on plaintiffs' side employment litigation with an emphasis on disability discrimination and
6 harassment matters under the Fair Employment and Housing Act.

7 35. After practicing for several years as a member of Cohen & Lord, P.C., practicing
8 in an amorphous range of civil litigation on behalf of both Plaintiffs and defendants, I opened my
9 law firm in 2014 with a concentration in representation of employees against employers to recover
10 unpaid wages and vindicate harassment, discrimination and retaliation claims in various contexts.

11 36. I was selected as a “Super Lawyer Rising Star” in Employment Litigation during
12 the years 2017 through 2021, and in 2022-2025, I was selected as a “Super Lawyer,” a distinction
13 that is reserved for the top 2.5% of lawyers in the practice area.

14 37. I have also been recognized by TopVerdicts.com for achieving several of the top
15 wage and hour class and PAGA action settlements in California.

16 38. I am also an active member of the California Employment Lawyers Association
17 (“CELA”) and have attended various Continuing Legal Education courses pertaining to advocacy
18 on behalf of employees.

19 39. My firm has the experience, resources, and means necessary to allow us to provide
20 adequate representation as Class Counsel to all Class Members in this litigation. Currently, my
21 firm serves as counsel in at least 20 wage-and-hour class actions and as co-counsel in at least 25
22 others.

23 **The Settlement Resulted From Serious, Informed Negotiations**

24 40. The Settlement that has been reached, subject to this Court’s approval, is the
25 product of a substantial effort by the parties and their counsel. The settlement was reached after
26 extensive factual and legal investigation and research, numerous discussions, exchanges of
27 documents and information, correspondences, a full day session of mediation, review of
28 pleadings, evidence, and rulings in similar actions litigated elsewhere in the state, and review of

1 similar cases in the same industry elsewhere in the country. The Settlement amount is, of course,
2 a compromise figure. It took into account the risks related to liability, damages, and all the
3 defenses asserted by Defendant.

4 41. Plaintiffs assert that the wage and hour claims and the PAGA claims for resulting
5 penalties would be certified. Plaintiffs' counsel reviewed documents produced by Defendant,
6 including but not limited to employee handbooks, time and payroll records for Class Members,
7 etc., and based thereon reasonably believed that Plaintiffs would have a significant chance of
8 certifying the Class.

9 42. On the other hand, Defendant argued that Plaintiffs cannot meet class certification
10 requirements. In particular, Defendant believes that compliant meal and rest periods were
11 provided, and Defendant did not deter employees from taking compliant meal and rest periods,
12 and Defendant's meal and rest period policies were likewise compliant. Defendant further
13 contended that class certification would not be warranted because individual liability issues
14 predominate Plaintiffs' claims.

15 43. While Plaintiffs believe in their chance of success in certifying the claims,
16 Plaintiffs recognized the potential risk, expense, and complexity posed by further litigation.
17 Litigating Plaintiffs' claims in this litigation—claims that involve numerous Class Members during
18 the Class Period—would require substantial additional preparation and discovery and ultimately
19 would involve the deposition and presentation of numerous witnesses (including expert
20 witnesses), as well as the consideration, preparation, and analysis of expert reports. Therefore, if
21 litigation had progressed further, there would have been significant expenses incurred by each
22 side.

23 44. Plaintiffs and Defendant have very strong positions on liability in this case.
24 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in
25 Plaintiffs' operative complaint and further denies that, for any purpose other than that of settling
26 this lawsuit, this action is appropriate for class treatment. In light of the sharply contested legal
27 and factual issues, the risks of continued litigation, and substantial benefits to Class Members
28 under the Settlement, the terms and conditions of this class settlement are fair and reasonable to

1 all sides.

2 45. Class Counsel conducted a thorough investigation into the facts of the case, including,
3 *inter alia*, interviews with Plaintiffs and multiple Class Members, and diligently investigated the
4 allegations in this lawsuit. Class Counsel reviewed a large volume of pages of documents and data
5 produced by Defendant and obtained through other sources, including and not limited to, Plaintiffs
6 and other Class Members, employment records (including, *inter alia*, time and payroll data,
7 timecards, earning statements, and personnel records), as well as excerpts of Defendant's employee
8 handbook (such as excerpts pertaining to Defendant's meal and rest break policies), class-wide data,
9 various documents regarding Defendant's wage-and-hour policies, various internal memoranda
10 various agreements, various training and on-boarding material, and various forms, among other
11 information and documents.

12 46. The parties exchanged information and documents formally and informally. The
13 parties also met and conferred on numerous occasions over issues relating to the pleadings,
14 jurisdiction, vigorous motion practice, and discovery. The parties reached the Settlement after
15 reviewing all available evidence, arm's-length bargaining, and participating in mediation conducted
16 by Hon. Howard Broadman and Hon. Daniel Buckley, well-respected mediators experienced in
17 handling complex wage-and-hour matters. During the mediation, the parties exchanged information
18 and discussed various aspects of the case, including and not limited to, Plaintiffs' claims, the risks and
19 delays of further litigation and of proceeding with certification and/or representative adjudication, the
20 law relating to regular rate theory, meal and rest periods, wage-and-hour enforcement, and PAGA
21 representative claims, the evidence produced and analyzed, and the possibility of appeals, among
22 other things. The parties reached the Settlement after reviewing all available evidence, arm's-length
23 bargaining, and participating in mediation conducted by a well-respected mediator experienced in
24 handling complex wage-and-hour matters. During the mediation, the parties exchanged information
25 and discussed various aspects of the case, including and not limited to, Plaintiffs' claims, the risks and
26 delays of further litigation and of proceeding with certification and/or representative adjudication, the
27 law relating to regular rate claim, meal and rest periods, wage-and-hour enforcement, and PAGA
28 representative claims, the evidence produced and analyzed, and the possibility of appeals, among

1 other things.

2 47. During all settlement discussions, the parties conducted their negotiations at arm's
3 length from an adversarial position. Reaching a settlement acceptable to both parties was not easy.
4 The data and documents produced and obtained in this case enabled Class Counsel to develop
5 damages/valuation models in preparation for the mediation and to determine the value and strength
6 of the claims. With the aid of the mediator's evaluations, the parties agreed that the Action was well-
7 suited for settlement given the legal issues relating to the claims, as well as the costs and risks to both
8 sides that would attend further litigation. The Settlement takes into account the strengths and
9 weaknesses of each side's position, as well as the uncertainty about how the case might have
10 concluded at certification, trial, and/or on appeal.

11 48. The Settlement is based on this large volume of facts, evidence, and investigation, and
12 the parties' negotiations during the mediation. While the parties disagree over the merits and
13 certifiability of Plaintiffs' claims, Plaintiffs and Class Counsel agree that the Settlement is fair,
14 reasonable, adequate, and in the best interest of the Class, in light of all known facts and
15 circumstances.

16 49. I am not aware of any other class action pending in this case that potentially
17 includes a class or group of individuals who would also be members of the class defined in this
18 action.

19 50. The proposed Class Notice provides the best notice practicable and is adequate in light
20 of the fact that Defendant is in possession of the addresses for Class Members. While Class Counsel
21 considered alternative methods such as publication or notice via the web or social media, it ultimately
22 determined that first class mail was the best choice given that the identities of the Class Members are
23 known and readily identifiable from Defendant's records.

24 51. Plaintiffs has concurrently submitted the settlement to the LWDA in accordance
25 with Labor Code Section 2699(1)(2). The proof of submission is attached hereto as **Exhibit "C."**

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1 I declare under penalty of perjury under the laws of California that the foregoing is true
2 and correct this 8th day of January 2026, in Los Angeles, California.

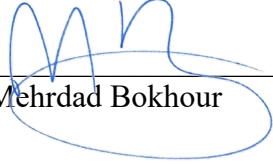
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EXHIBIT “A”

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act (“PAGA”) Settlement Agreement of the case entitled *Torres et al. v. Empower Solar, Inc.*, Riverside Superior Court Case No. CVRI2201894 is entered into by and between Plaintiffs Vanessa R. Torres and Francisco Moreno (“Plaintiffs” or “Class Representatives”), individually, on behalf of all others similarly situated, and as the PAGA representative of the State of California, and Defendant Empower Solar, Inc., subject to the terms and conditions herein and the Court’s approval.

A. Definitions

1. “Action” or “Lawsuit” refers to the case entitled *Torres et al. v. Empower Solar, Inc.*, Case No. CVRI2201894, filed in Riverside Superior Court, including the Complaint and First Amended Complaint.

2. “Agreement,” “Settlement Agreement,” “Settlement,” or “Stipulation” shall mean this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

3. “Class Claims” or “Released Class Claims” will include all claims, rights, demands, liabilities, and causes of action that arise out of or related to the same primary rights and obligations underlying the factual allegations set forth in the operative complaint and/or PAGA notices of Plaintiffs submitted to the California Labor and Workforce Development Agency that arose during the Class Period, including claims for: (1) failure to pay minimum and overtime wages for all hours worked, including as a result of unlawful rounding practices, automatic meal period deductions, off-the-clock work, or the inaccurate calculation of the regular rate of pay, in violation of Labor Code sections 204, 210, 510, 1194, 1197, 1197.1, 1198, 1199, and the applicable IWC Wage Order(s); (2) failure to pay sick leave wages at the proper regular rate of pay and/or failure to provide accurate sick leave accrual information, in violation of Labor Code sections 246 and 246.5; (3) failure to authorize and permit compliant rest periods and failure to pay rest break premiums, including failure to pay at the regular rate of pay, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide timely and compliant meal periods and failure to pay meal period premiums, including failure to pay at the regular rate of pay, in violation of Labor Code sections 226.7, 512, 516, and the applicable

IWC Wage Order(s); (5) failure to timely pay all wages due during employment and at separation, including waiting time penalties, in violation of Labor Code sections 201–204; (6) failure to provide complete and accurate itemized wage statements, including but not limited to statements omitting total hours worked, gross and net wages, and rates of pay, in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse employees for necessary business expenses, including uniforms, laundering uniforms, use of personal cell phones, tools, equipment, or vehicles in violation of Labor Code section 2802; (8) deceptive, fraudulent, unfair, or otherwise unlawful business practices, in violation of California’s Unfair Competition Law (Business and Professions Code sections 17200–17210); (9) all related claims for liquidated damages, statutory penalties, civil penalties, interest, attorneys’ fees, costs, and any other form of relief based on or arising out of the foregoing alleged violations.

4. “Class Counsel” refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C.

5. “Class Data” means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on one Confidential spreadsheet and shall include the Settlement Class Members’ full names, last known addresses, Social Security Numbers, and number of Work Weeks Worked or Pay Periods Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA Period, respectively for each Settlement Class Member.

6. “Class Member” refers to individual members of the Class.

7. “Class” and “Class Members” refer to all persons who are or were previously employed by Defendant in California and classified as a non-exempt employee during the Class Period.

8. “Class Period” shall mean May 11, 2018, through September 24, 2025

9. “Class Representatives” or “Plaintiffs” refers to Vanessa R. Torres and Francisco Moreno.

10. “Class Member” refers to individual members of the Settlement Class.

11. “Class” and “Class Members” refer to all persons who are or were previously

employed by Defendant in California and classified as non-exempt employees during the Class Period.

12. “Complaint” refers to Plaintiffs’ original Complaint and the operative First Amended Complaint to be filed in the Riverside County Superior Court action entitled *Torres, et al. v. Empower Solar, Inc.*, Case No. CVRI2201894.

13. “Court” means the California Superior Court, County of Riverside.

14. “Defendant” refers to Empower Solar, Inc.

15. “Defendant’s Counsel” or “Defense Counsel” refers to Doug M. Larsen and Michael W. Green of Fishman, Larsen & Callister.

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

17. “Final Approval” or “Final Approval Order” refers to the court's order granting final approval of this Settlement Agreement and entering a judgment approving this Settlement.

18. “Final Settlement Class” means all Participating Class Members and PAGA Employees.

19. “Gross Settlement Amount” is the maximum amount that Defendant will pay as a result of this Settlement, which is Six Hundred Thousand Dollars and Zero Cents (\$600,000.00). The Gross Settlement Amount is non-reversionary and inclusive of the Individual Settlement Amounts, attorneys’ fees of Class Counsel, costs and expenses, the Service Award to Plaintiffs, all Settlement Administration Costs, employee-side tax withholdings for the wage component of the Individual Settlement Amounts, and the PAGA Award, including all payments to PAGA Employees and the Labor Workforce Development Agency (LWDA), and Defendant’s share of payroll taxes. The Gross Settlement Amount is the maximum amount that Defendant will pay for

any reason concerning this Settlement.

20. “Individual Settlement Amount” or “Individual Settlement Payment” means the amount payable from the Net Settlement Amount (defined below) that the Settlement Administrator will pay to each Participating Class Member and/or PAGA Employee, as calculated pursuant to Paragraph 56(d) below.

21. “Net Settlement Amount” or “Net Distribution Fund” is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel’s fees (up to \$200,000), (2) Class Counsel’s litigation costs (up to \$40,000.00); (3) the Service Award for Plaintiffs (up to \$12,500.00 each), (4) the 75% of the PAGA Award to be paid to the LWDA (\$15,000.00); (5) the 25% of the PAGA Award to be paid to PAGA Employees (\$5,000.00); and (6) Settlement Administration Costs (up to \$11,000.00).

22. “Notice” means the Notice of Class Action and PAGA Settlement that will be sent to the Class Members consistent with the terms of this Settlement and substantially the same as the Proposed Notice attached to this Settlement as Exhibit “A” (or as may be modified by subsequent agreement of the Parties or order of the Court).

23. “Notice Response Deadline” is forty-five (45) calendar days from when the Notice is mailed to the Class Members.

24. “Objecting Class Member” means a Class Member, other than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 78(c) below.

25. “PAGA” shall refer to the Private Attorneys General Act, Labor Code § 2698 et seq.

26. “PAGA Award” is the \$20,000.00 of the Gross Settlement Amount that is allocated to PAGA penalties in this Settlement, 75% of which (\$15,000.00) will be remitted to the LWDA and 25% of which (\$5,000.00) will go into a PAGA Distribution Fund and be distributed on a prorated basis to all PAGA Employees based on their number of pay periods worked during the PAGA Period as specified below

27. “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for

civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying Labor Code violations alleged in Plaintiffs' May 10, 2022, and May 5, 2023, Labor and Workforce Development ("LWDA") notice letters.

28. "PAGA Distribution Fund" is 25% of the PAGA Award (i.e., \$5,000) allocated for distribution on a prorated basis to all PAGA Employees based on their number of pay periods worked during the PAGA Period as specified below.

29. "PAGA Employees" include all persons who are or were previously employed by Defendant in California and classified as non-exempt or hourly employees at any time from May 10, 2021, through September 24, 2025 (i.e., the "PAGA Period").

30. "PAGA Notice" or "LWDA notice letter" shall refer to the notice sent by Plaintiffs, by and through counsel, on or about May 10, 2022 and May 5, 2023, to the LWDA and Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Order(s) as well as any subsequent notices sent to the LWDA and Defendant by Plaintiffs, by and through counsel.

31. "PAGA Period" shall mean May 10, 2021, through September 24, 2025.

32. "Participating Class Member" means all Class Members who are deemed to participate and receive an Individual Settlement Amount for the Class Claims and who do not opt out of the settlement of the Class Claims by submitting timely and valid Requests for Exclusion.

33. "Parties" or "Settling Parties" mean Plaintiffs, Participating Class Members, PAGA Employees, and Defendant.

34. "Pay Periods Worked" for each PAGA Employee means the number of pay periods during the PAGA Period in which the PAGA Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the pay period for Defendant. Pay Periods Worked will be calculated based on Defendant's business records.

35. "Work Weeks Worked" for each Class Member means the number of work weeks during the Class Period in which the Class Member was employed by Defendant as a non-exempt employee in California and worked at least one shift during the week for Defendant. Work Weeks Worked will be calculated based on Defendant's business records.

36. “Preliminary Approval Date” means the date the Court preliminarily approves the Settlement Agreement and the exhibits thereto and enters the Preliminary Approval Order.

37. “Preliminary Approval Order” means the judicial Order to be entered by the Court, upon the application or motion of Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice of Class Action and PAGA Settlement, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a final approval hearing to address the fairness of the terms of Settlement, including approval of Class Counsel’s fees and costs.

38. “QSF” means the Qualified Settlement Fund set up by the Settlement Administrator to benefit the Final Settlement Class and from which the settlement payments shall be made.

39. “Release,” “Released Class Claims,” or “Released PAGA Claims” shall mean the release and discharge of the Class Claims by Plaintiffs and all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiffs, the State of California, and all of the PAGA Employees.

40. “Released Parties” shall refer to Defendant Empower Solar, Inc., together with its current and former owners, officers, employees, and directors.

41. “Response Deadline” shall refer to the date by which Settlement Class Members must opt out of or object to the settlement.

42. “Request for Exclusion” means a timely written request by a Class Member to exclude herself/himself from the Settlement, which must be completed and mailed in the manner set forth in this Settlement Agreement and the Notice of Settlement as further detailed in Paragraph 78(a) below.

43. “Service Payment” or “Service Award” means the amount approved by the Court to be paid to each Class Representative (*i.e.*, Plaintiffs) in addition to their Individual Settlement Amount as a Participating Class Member in an amount up to \$12,500. The Service Payment is subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and

distributed to Class Members who do not opt out of this Settlement.

44. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

45. “Settlement Administrator” means and refers to ILYM Group, Inc., which will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

46. “Class Member” refers to individual members of the Settlement Class.

47. “Class” and “Class Members” refer to all persons who are or were previously employed by Defendant in California and classified as non-exempt employees during the Class Period.

B. General Terms

48. On or about May 11, 2022, Plaintiff Torres filed a class action complaint in this Court against Defendant, including allegations of: (1-2) failure to pay minimum and overtime wages, (3) meal period violations, (4) rest period violations, (5) wage statement violations, (6) waiting time penalties, (7) failure to reimburse necessary business expenses, and (8) unfair competition. On or about July 31, 2024, Plaintiff filed a First Amended Complaint to add Francisco Moreno as an additional class representative and a cause of action for PAGA penalties based on the foregoing Labor Code violations.

49. Defendant denies all of Plaintiffs’ claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment outside of the context of this Settlement.

50. The Class Representatives believe they can proceed with their class, and the Class Representatives claim that the Action is meritorious and that class certification is appropriate.

51. The Parties have thoroughly investigated the facts of the Action. This includes

1 conducting an extensive exchange of informal discovery, including the relevant written policies
2 at issue, the production of a random sample of payroll and timekeeping records for Class Members
3 and PAGA Employees, a complete class list, and relevant data, including the average hourly pay
4 rate and pay period information for Class Members and PAGA Employees. Defendant's
5 productions included a hundred pages of documents and data.

6 52. Based on the foregoing data and their own independent investigation and
7 evaluation, Class Counsel is of the opinion that the settlement with Defendant for the
8 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
9 adequate and is in the best interest of the Class Members and PAGA Employees in light of all
10 known facts and circumstances, including the risk of significant delay and uncertainty associated
11 with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

12 53. Defendant agrees that the Settlement represents a good faith compromise of the
13 claims, which is fair, adequate, and reasonable.

14 54. On April 13, 2023, the Parties participated in a mediation before the Hon. Howard
15 Broadman, which did not result in a settlement. Thereafter, on June 24, 2024, the Parties
16 participated in a second mediation before the Hon. Daniel Buckley, a highly experienced class
17 action mediator. Although the matter did not settle at mediation, the Parties continued their
18 negotiations and ultimately reached the settlement set forth herein.

19 55. No Admission of Liability. The Parties enter into this Agreement to resolve the
20 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
21 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies,
22 that it has violated any federal, state, or local law; violated any regulations or guidelines
23 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
24 requirements; breached any contract; violated or breached any duty; engaged in any
25 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
26 employees or any other person or entity. Neither this Agreement, nor any of its terms or
27 provisions, nor any of the negotiations connected with it, or proceedings, payouts or other events
28 associated with it, shall be construed as an admission or concession by Defendant of any such

violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local, or other applicable law.

56. Stipulation for Class Certification and Representative Treatment for Settlement Purposes. For settlement purposes only, Defendant will stipulate that the Class Members described herein who do not submit a Request for Exclusion from the Class may be conditionally certified as a settlement class and that the PAGA Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment for settlement purposes is in no way an admission that class action certification and/or representative treatment is proper in a non-settlement context and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Should, for whatever reason, the Court not grant Final Approval consistent with the terms of this Settlement or if the Settlement does not become Effective, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its right to and declare that it will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court not grant Final Approval. Plaintiffs expressly reserve their rights and declare they will continue to pursue class certification and representative treatment and a trial should the Court not grant Final Approval.

C. Terms of Settlement

57. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for the total maximum amount of Six Hundred Thousand Dollars and Zero Cents (\$600,000.00) ("the

Settlement Amount” or “Gross Settlement Amount”). The Gross Settlement Amount is the maximum amount that Defendant will pay for any reason in connection with this Settlement. The Gross Settlement Amount will be used to pay (1) Individual Settlement Payments to Participating Class Members; (2) the PAGA Award, with 75% of the PAGA Award going to the LWDA and 25% being distributed on a prorated basis based on pay periods worked to PAGA Employees as further described below; (3) Plaintiffs’ Counsel’s attorneys’ fees; (4) Plaintiffs’ Counsel’s costs; (5) Settlement Administration Costs; (6) the Service Award to Plaintiffs (as specified in the Service Award paragraphs below); and (7) payroll taxes for the wage component of Individual Settlement Payments to Class Members.

(b) Defendant has represented that the actual number of weeks worked by the Settlement Class is approximately 36,968. If the number of workweeks worked by the Class Members is greater than 10% above that estimated by Defendant, then the portion of the GSA attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) proportionately for the additional workweeks exceeding the 10% threshold; for example, if the number of workweeks increases by 13%, the Gross Settlement Amount would be increased by three percent (3%).

(c) Net Settlement Amount: The “Net Settlement Amount” or “Net Distribution Fund” is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel’s fees (up to \$200,000), (2) Class Counsel’s litigation costs (up to \$40,000.00); (3) the Service Award for Plaintiffs (up to \$12,500.00 each), (4) the 75% of the PAGA Award to be paid to the LWDA (\$15,000.00); (5) the 25% of the PAGA Award to be paid to PAGA Employees (\$5,000.00) and (6) Settlement Administration Costs (up to \$11,000.00). If the Court reduces the attorneys’ fees and litigation costs or Service Award or either increases or decreases the amount allocated to the PAGA Award or Settlement Administration Costs, the Net Settlement Amount shall be increased or decreased accordingly. If the Court approves amounts for attorneys’ fees and costs, the Service Award, the PAGA Award, or Settlement Administration Costs that are different than the amounts requested, the maximum Gross Settlement Amount that Defendant must pay in accordance with the terms of this Settlement will remain the same as this is a non-reversionary settlement.

(d) Individual Settlement Amounts for the Settlement Class and PAGA Employees:

1 The Settlement Administrator will use the Class Data provided by Defendant to calculate each
2 Participating Class Member's and PAGA Employee's Individual Settlement Amounts. Individual
3 Settlement Payments will be distributed to Participating Class Members and/or PAGA Employees
4 based on the following formulas:

5 a. Payments to Participating Class Members: The Settlement Administrator will
6 calculate the sum of all Work Weeks Worked by all Class Members who do not
7 opt out (i.e., "Participating Class Members") worked during the Class Period,
8 utilizing the Work Week data provided by Defendant ("Total Class Pay Periods").
9 The Settlement Administrator shall determine the value of each Work Week
10 Worked by dividing the Net Distribution Fund by the total number of Work Weeks
11 Worked by Participating Class Members during the Class Period ("Class Work
12 Week Value"). To determine each Participating Class Member's settlement
13 payment, the Settlement Administrator will multiply the individual's Total Class
14 Work Weeks Worked by the Class Pay Period Value (if the Class Member is a
15 Participating Class Member). These payments will be subject to any legally
16 required tax withholdings or deductions calculated by the Settlement
17 Administrator.

18 b. PAGA Employee Calculations: For PAGA Employees, the Settlement
19 Administrator will calculate the sum of all pay periods that each PAGA Employee
20 worked during the PAGA Period, utilizing the pay period data provided by
21 Defendant, ("Total PAGA Pay Periods"). The Settlement Administrator shall
22 determine the value of each PAGA Pay Period by dividing the 25% of the PAGA
23 Award allocated for PAGA Employees (i.e., \$5,000.00) by the Total PAGA Pay
24 Periods for all PAGA Employees ("PAGA Pay Period Value"). To determine
25 each PAGA Employee's payment for their prorated portion of the PAGA
26 Distribution Fund (i.e., \$5,000.00), the Settlement Administrator will multiply the
27 PAGA Employee's Total PAGA Pay Periods by the PAGA Pay Period Value. A
28

Class Member who is also a PAGA Employee will receive a payment under this section for their prorated portion of the PAGA Award, even if they opt out of the Class settlement, and will be bound by the release of the PAGA claims released through this Settlement.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts to Participating Class Members will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be allocated to allegedly unpaid wages subject to withholding of all applicable local, state, and federal taxes; and eighty (80%) will be allocated to interest and alleged statutory penalties (pursuant to, e.g., Labor Code §§ 203, 226) from which no taxes will be withheld. The Settlement Administrator will issue each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the civil penalties and interest allocations.

(f) Service Payment to Class Representatives: The amount awarded to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to exceed \$12,500.00 each. Defendant agrees not to oppose this request. The Service Payment to the Class Representatives will be paid out of the Gross Settlement Amount. Class Representatives will be issued IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the Service Payment to Plaintiffs less than the requested amount shall not be a basis for Plaintiffs or Class Counsel to void this Stipulation. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members. In the event of any appeal of the amount of the service award (if any) approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not awarded to the Class Representatives shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Gross Settlement Amount (*i.e.*, up to \$200,000), plus reasonable litigation costs not to exceed \$40,000.00

1 (“Attorneys’ Fees and Cost Award”). The Attorneys’ Fees and Cost Award shall be paid from
2 the Gross Settlement Amount. Should the Court approve a lesser amount than what is sought by
3 Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to
4 the Participating Class Members. Any Court order awarding less than the amount sought by Class
5 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the
6 Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
7 reflecting the amount of attorneys’ fees and costs awarded by the Court. Class Counsel agrees
8 that any allocation of fees between or among Class Counsel and any other attorney representing
9 or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

10 (h) Settlement Administration Costs: The fees and other charges of the Settlement
11 Administrator will be paid from the Gross Settlement Amount, not to exceed \$10,000.00, subject
12 to Court approval, unless approved by all Parties and the Court. The Settlement Administration
13 Costs shall be paid entirely from the Gross Settlement Amount. Any Settlement Administration
14 Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the
15 Net Distribution Fund and distributed to Participating Class Members.

16 (i) PAGA Penalties: The Parties agree that \$20,000.00 is allocated to alleged PAGA
17 Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this
18 amount, \$15,000.00 (75%) shall be paid to the LWDA in satisfaction of Plaintiffs’ claims for civil
19 penalties under the PAGA, and \$5,000.00 (25%) will be included in the Individual Settlement
20 Amounts, payable to the PAGA Employees as outlined in Paragraph 56(d)(b).

21 (j) Tax Liability: Class Counsel, Defendant, and Defendant’s Counsel make no
22 representations as to the tax treatment or legal effect of Individual Settlement Amounts called for
23 hereunder, and Plaintiffs and the Class Members and PAGA Employees are not relying on any
24 statement or representation by Class Counsel, Defendant, or Defendant’s Counsel in this regard.
25 Plaintiffs and Participating Class Members will be solely responsible for paying any taxes and
26 penalties assessed on their respective Individual Settlement Amounts described herein. Income
27 tax withholding will also be made pursuant to applicable federal, state, and/or local withholding
28 codes or regulations as determined by the Settlement Administrator. Forms W-2 and/or Forms

1 1099 will be distributed at times and in the manner required by the Internal Revenue Code of
2 1986 (the “Code”) and consistent with this Agreement. If the Code, the regulations promulgated
3 thereunder, or other applicable tax law are changed after the date of this Agreement, the processes
4 outlined in this Section may be modified to bring Defendant into compliance with any such
5 changes.

6 58. “Non-Reversionary” Settlement. This is a “non-reversionary” settlement. No
7 portion of the Gross Settlement Amount will revert to Defendant once the Settlement is funded,
8 provided that Final Approval is granted, and the Settlement becomes final and effective in
9 accordance with the terms of this Settlement. Participating Class Members will not have to make
10 a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual
11 Settlement Amounts, will be made directly to each Participating Class Member. The Settlement
12 Administrator shall be responsible for accurately and timely reporting any remittance obligations
13 with respect to unclaimed funds as a result of Plaintiffs, Participating Class Members, or PAGA
14 Employees not cashing an Individual Settlement Amount by the check cashing deadline, as set
15 forth herein.

16 59. Class Counsel and Plaintiffs believe that the Settlement is fair, reasonable, and
17 adequate and will represent the same to the Court.

18 **D. Release by Participating Class Members and PAGA Employees**

19 60. Upon the Effective Date of this Settlement and the entry of judgment and full
20 funding of the Settlement, Plaintiffs and each Participating Class Member, for themselves and for
21 their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys,
22 heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees,
23 conservators, guardians, assigns, and representatives, will forever completely release and
24 discharge the Released Parties from the Released Class Claims for the time period from May 11,
25 2018, through September 24, 2025.

26 61. Each Participating Class Member will be deemed to have made the foregoing
27 Release as if by manually signing it.

28 62. Upon the Effective Date of this Settlement, Plaintiffs, the LWDA and State of

California (acting through Plaintiffs as its deputized representative), for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Released Parties from the Released PAGA Claims for the time period from March 10, 2021, through September 24, 2025. The Released PAGA Claims include any and all claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying California Labor Code violations alleged in Plaintiffs' LWDA notice letters.

63. The LWDA, State of California, and all PAGA Employees will be deemed to have made the foregoing Release as if by manually signing it.

64. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Class Members shall be notified in the Notice. This Paragraph is a statement of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with respect to the Released Class Claims.

65. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the PAGA Employees and the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims. The PAGA Employees and the LWDA shall be notified in the Notice and via submitting a copy of this Settlement, which Class Counsel will provide to the LWDA concurrently with the filing of Plaintiffs' motion requesting preliminary approval of this Settlement, respectively. This Paragraph is a statement of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with respect to the Released PAGA Claims.

66. The Class Representatives, on behalf of themselves and the Participating Class

Members, acknowledge and agree that the claims for unpaid wages and all other amounts sought through this Action are disputed and that the payments set forth herein constitute payment of all sums allegedly due to them. The Class Representatives, on behalf of themselves and the Participating Class Members, acknowledge and agree that Labor Code § 206.5 does not apply to the Parties hereto. Section 206.5 provides in pertinent part as follows: “An employer shall not require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned unless payment of those wages has been made.”

E. General Release by Plaintiffs

67. Plaintiffs hereby, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for alleged back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys’ fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiffs’ employment with Defendant or the remuneration for or termination of such employment (collectively, the “Class Representatives’ Claims”).

68. Without limiting the generality of the foregoing, Plaintiffs expressly releases all past, present and future claims or rights against Released Parties for any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by Defendant or the Released Parties including, but not limited to, a release of all claims under (a) the California Civil Code, (b) the

1 Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42
2 U.S.C. § 2000e et. seq., (d) the Age Discrimination in Employment Act of 1967, (e) the Civil
3 Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended,
4 (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq.,
5 as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963,
6 as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state,
7 federal, and local law, regulation and ordinance dealing with discrimination in employment,
8 disability, and retaliation for exercising any right or participating or engaging in any activity, (n)
9 the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as
10 amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except
11 vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r)
12 the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or
13 common law claim or cause of action for breach of contract, constructive discharge, retaliation,
14 defamation, slander, libel, intentional or negligent infliction of emotional distress,
15 misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations
16 arising out of any of Defendant's employment policies or practices, employee handbooks, and/or
17 any statements by any employee or agent of Defendant whether oral or written, (t) the Labor
18 Code, (u) any applicable Industrial Welfare Commission Wage Orders, (v) the Government Code
19 §12940 *et seq.* (except as set forth above) (w) the California Constitution, (x) the Fair Labor
20 Standards Act, and (y) any federal, state or common law claim or cause of action for
21 reinstatement, back pay, bonus, attorneys' fees or costs, compensatory damages, consequential
22 damages, front pay, any form of equitable or declaratory relief, liquidated damages, emotional
23 distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to
24 reputation, damage for personal, emotional or economic injury or damage of any kind (except as
25 related to claims arising out of the Fair Employment and Housing Act or wrongful discharge).
26 This provision is intended by the Parties to be all-encompassing and to act as a full and total
27 release of any claims, whether specifically enumerated herein or not, that Plaintiffs might have or
28 have had, that exist or ever have existed, on or before the Response Deadline.

69. Plaintiffs expressly waive and relinquish all rights and benefits afforded by § 1542 of the Civil Code of the State of California (except as set forth in Paragraph 65 above) and do so, understanding and acknowledging the significance of the waiver of § 1542. Section 1542 of the Civil Code of the State of California states:

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

Notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that she did not know or suspect to exist in her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiffs' claims to the maximum extent permitted by law (except as set forth in Paragraph 65 above).

F. Interim Stay of Proceedings

70. Pending completion of all prerequisites necessary to effectuate this Settlement, including amending the Complaint, the Parties agree, subject to Court approval, to stay all proceedings in the Action except those necessary to effectuate the Settlement.

G. Notice Process

71. Appointment of Settlement Administrator. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard methods to obtain forwarding addresses, addressing questions from Class Members and PAGA Employees, independently reviewing and verifying documentation associated with any objections or opt-out requests, as needed, resolving any disputes regarding the calculation or application of the formula for determining the Individual

1 Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members
2 and PAGA Employees, issuing Forms W-2 and 1099, handling all required tax reporting and
3 filings related to the Settlement, disbursing payments in accordance with the Settlement and the
4 Court's orders, and performing such other tasks as set forth herein or as the Parties mutually agree
5 or that the Court orders.

6 72. Disputes Regarding Settlement Administration. Any and all disputes relating to
7 the administration of the Settlement by the Settlement Administrator (except for disputes
8 regarding Class Data) shall be referred to the Court, if necessary. The Court will have continuing
9 jurisdiction over the terms and conditions of this Settlement Agreement until Plaintiffs and
10 Defendant notify the Court that all payments and obligations contemplated by this Settlement
11 Agreement have been fully carried out. Before presenting any issue to the Court, counsel for the
12 Parties will confer in good faith to resolve the dispute without Court intervention. The Settlement
13 Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members,
14 PAGA Employees, and Class Counsel any Forms W-2, Forms 1099, or other tax forms as may
15 be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator
16 shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes
17 and penalties to the appropriate government authorities.

18 73. Class Data. Within fourteen (14) days after the Preliminary Approval Order entry,
19 Defendant shall provide the Class Data to the Settlement Administrator. The Settlement
20 Administrator will check the Class Members' addresses against those on file with the U.S. Postal
21 Service's National Change of Address List. The Class Data provided to the Settlement
22 Administrator must be safeguarded and will not be provided to Class Counsel unless specific
23 disclosure is required to effectuate Class Counsel's duties as specified in this Agreement and
24 pursuant to the express written permission of Defendant's counsel or order of the Court. The
25 Class Data will remain confidential, it shall be used solely to administer the Settlement, and it
26 will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant
27 to Defendant's express written consent, or by order of the Court.

28 74. Notice. As approved by the Court, the Notice shall be sent by the Settlement

Administrator to the Class Members by first-class mail, in English, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard methods, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes with the Notice are returned.

75. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned later than the Response Deadline or fifteen (15) days after remailing the Notice, whichever is later.

76. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing, the Class Member receives the Notice.

77. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt out. The Notice will inform Class Members of their estimated Individual Settlement Amount and the number of Pay Periods Worked during the Class Period and the PAGA Period. Class Members may dispute their Pay Periods Worked if they believe they were employed more pay periods in the Class Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defendant's Counsel, who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Pay Periods Worked and estimated Individual Settlement Amount. If Class Counsel and Defendant's Counsel cannot agree, they will defer to the Settlement Administrator to render a final decision. Class

Members will have until the Notice Response Deadline to dispute Pay Periods Worked, object, or optout, unless extended by the Court. The Response Deadline shall be 45 days after the original mailing date of the Notice by the Settlement Administrator. If the Settlement Administrator increases the number of Pay Periods Worked for any Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

78. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

79. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Class Claims, and the ability to opt-out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for submitting objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class Members. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state in words substantially to this effect:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE *EMPOWER SOLAR* SETTLEMENT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the full name, address, telephone number, employee number or last four digits of the social security number or date of birth, and the signature of the Class Member requesting exclusion. The Request for Exclusion must be returned by mail to the Settlement Administrator at the specified address for the Settlement Administrator in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice.

1 A Request for Exclusion will be timely if postmarked by the Notice Response Deadline unless
2 the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in
3 compliance with these requirements: (i) will not have any rights under this Agreement with
4 respect to the Class Claims, including the right to object, appeal, or comment on the Settlement;
5 (ii) will not be entitled to receive any payments under this Agreement with respect to Class
6 Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the
7 Released Class Claims.

8 (b) Binding Effect on Participating Class Members. Except for those Class
9 Members who exclude themselves in compliance with the procedures set forth above, all Class
10 Members will: (i) be deemed to be Participating Class Members for all purposes under this
11 Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and
12 the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have
13 waived all objections to the fairness, reasonableness, and adequacy of the Settlement.

14 (c) Objections to Settlement of Class Claims. Provided they do not opt-out,
15 any Class Member, other than Plaintiffs, may object to the terms of this Agreement with respect
16 to the Class Claims and may appear at the Final Approval Hearing and object whether or not they
17 have submitted a written objection as outlined herein (“Objecting Class Member”). To object, a
18 Class Member can inform the Settlement Administrator, in writing, of his/her/their objection,
19 which must be postmarked by the Notice Response Deadline at the address set forth in the Notice.
20 Such objection shall include the full name, address, telephone number, dates of employment with
21 Defendant of the Objecting Class Member, the case name and number, the basis for the objection,
22 including any legal support, and each specific reason in support of the objection, as well as any
23 documentation or evidence in support thereof, and, if counsel represents the Objecting Class
24 Member, the name and address of his/her/their counsel. If any Objecting Class Member wishes
25 to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Class
26 Member’s written submission should include a request to be heard, and the Court will determine
27 whether Objecting Class Members will be permitted to speak. The Settlement Administrator shall
28 provide objections, if any, to Class Counsel and Defendant’s Counsel within three (3) days of

receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence described in Paragraph 77. Any Class Member who files an objection must not opt-out and will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding. Where a Class Member files and submits both a timely objection and a timely request for exclusion, the request for exclusion will be deemed void, the objection will be duly noted as described in this Paragraph, and the Class Member will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement. PAGA Employees may not object to or opt out of the Settlement with respect to the PAGA Claims.

(d) Failure to Object. Any Class Member who desires to object with respect to the Class Claims but fails to submit a timely written objection waives any right to object in writing and will be foreclosed from making any written objection to this Settlement.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Approval Hearing.

80. Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail using the address provided in the Notice. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel the written objections that were timely submitted and provide the number of Requests for Exclusion submitted every week throughout the notice period and upon the request of Class Counsel or Defendant's Counsel. Within five (5) calendar days of the Notice Response Deadline, the Settlement Administrator shall provide counsel for the Parties a report containing (1) the total number of Class Members to whom notices were mailed, (2) the total number of notices that were returned and total notices that were remailed, (3) the date of the last notice remailed, (3) the total number of exclusions requests received and whether the requests were timely, and (4) the total number of objections received and whether the objections were timely.

81. Funding of the Settlement Amount. Within five days after the Effective Date, the

1 Settlement Administrator and Defendant shall jointly calculate and confirm the employer side
2 payroll taxes attributable to the portion of the Individual Settlement Payments designated as
3 unpaid wages under this Agreement. This amount shall be paid by the Settlement Administrator
4 out of the Gross Settlement Amount. Defendant shall then fund the Settlement Amount as
5 follows: one third within thirty (30) days after the Court grants preliminary approval of the
6 Settlement, one third within thirty (30) days after the Court grants final approval of the Settlement,
7 and the remaining one third within ninety (90) days after the Court grants final approval of the
8 Settlement.

9 82. Distribution of Funds. No later than seven (7) calendar days after the final deposit
10 of the payment into the QSF, the Settlement Administrator will mail the Individual Settlement
11 Payments to the Participating Class Members, the payment for the attorneys' fees and costs to
12 Class Counsel, any Service Award to the Class Representatives (*i.e.*, Plaintiffs), the payment to
13 the LWDA for its portion of the PAGA Award and will pay itself the Settlement Administration
14 Costs.

15 83. Deadline for Cashing Settlement Checks. Participating Class Members shall have
16 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks.
17 If any Participating Class Member's check is not cashed within that period, the check will be void
18 and a stop-payment will be issued. All unclaimed funds after the 180-day deadline shall be sent
19 to the California Unclaimed Property Fund in the name of the class member. The release will be
20 binding upon all Participating Class Members regardless of whether or not they cash their checks
21 within the 180-day period. In the event that any settlement check is returned to the Settlement
22 Administrator within 180 days of mailing, the Settlement Administrator will, within five (5)
23 business days of receipt of the returned settlement check, perform a skip trace to attempt to locate
24 the individual. If a new address is located by these means or if a forwarding address is available,
25 the Administrator will have ten (10) business days to re-issue the check. Neither Defendant,
26 Defendant's Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any
27 liability for lost or stolen settlement checks, forged signatures on settlement checks, or
28 unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a

Participating Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

84. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

H. Duties of the Parties Prior to the Court's Approval

85. Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Participating Class Members and a hearing on fees, costs, and the Service Award;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Class Members;

(d) Preliminarily approving this Settlement in accordance with this Agreement and by submitting the Proposed Preliminary Approval Order; and

(e) Preliminarily certifying the class for purposes of this Settlement.

86. Good Faith Efforts and Cooperation to Secure Approval. In the event the Court declines to approve this Agreement on its first hearing or subsequent hearings, the Parties agree to meet and confer in good faith to address the Court's concerns and to work together in good faith to evaluate potential revisions and/or additional submissions of information, declarations, etc., to address the Court's concerns and renew a motion for approval.

I. Duties of the Parties Following Court's Final Approval

87. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit the proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, Individual Settlement Payments, the Service Award to the Class Representatives, the PAGA Award, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving the Settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all PAGA Employees and the State of California and LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. Voiding the Agreement

88. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

89. If ten percent (10%) or more of the Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercises such option under this Paragraph, they shall be relieved of any obligation to pay the Gross Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiffs' Counsel and the Settlement Administrator within ten (10) days after the Notice Response Deadline. If Defendant exercises its option under this Paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

90. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement. In addition, the Parties will be placed in the same position they were in before reaching this Settlement with the same rights, including, without limitation, the right of Defendant

to contest the merits of Plaintiffs' claims and class certification, and Plaintiffs' pursuit of a representative action under PAGA.

91. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs unless otherwise specified in this Agreement.

K. Other Terms

92. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim or Released PAGA Claim.

93. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

94. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

95. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement and the final entry of judgment.

96. No Prior Assignments. The Parties hereto represent, covenant, 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 rights released and discharged by this Settlement Agreement.

97. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices and motions for preliminary and final approval, shall, pursuant to Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only. If the settlement is not approved for any reason, the stipulation will be of no force or effect.

98. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class Members and PAGA Employees:

Mehrdad Bokhour
mehrdad@bokhourlaw.com
 1901 Avenue of the Stars, Suite 520
 Los Angeles, California 90067
 Tel: (310) 975-1493; Fax: (310) 675-0861

Joshua Falakassa
josh@falakassalaw.com
 1901 Avenue of the Stars, Suite 520
 Los Angeles, California 90067
 Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Dough M. Larsen
larsen@flclaw.net
 Michael W. Green
green@flclaw.net
 Fishman, Larsen & Callister
 7112 N Fresno Street, Suite 450
 Fresno, California 93720
 Tel: (559)256-5000; Fax: (559)256-5005

1 99. Construction. The Parties hereto agree that the terms and conditions of this
2 Settlement Agreement are the result of lengthy, intensive negotiations between the Parties and
3 that this Settlement Agreement shall not be construed in favor of or against any Party by reason
4 of the extent to which any Party or their counsel participated in the drafting of this Settlement
5 Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory rule of
6 construction that ambiguities should be construed against the drafter of an agreement and further
7 agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases
8 construed as a whole, according to its fair meaning.

9 100. Captions and Interpretations. Paragraph titles or captions contained herein are
10 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
11 describe the scope of this Settlement Agreement or any provision hereof. Each term of this
12 Settlement Agreement is contractual and not merely a recital.

13 101. Modification. This Settlement Agreement may not be changed, altered, or
14 modified, except in writing and signed by the Parties hereto and approved by the Court. This
15 Settlement Agreement may not be discharged except by performance in accordance with its terms
16 or by writing signed by all of the Parties hereto.

17 102. Dispute Resolution. Prior to instituting legal action to enforce the provisions of
18 this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide
19 written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and
20 Plaintiffs and Defendant agree to seek the help of the mediator identified in this Agreement to
21 resolve any dispute they are unable to resolve informally. During this period, the Parties shall
22 bear their own attorneys' fees and costs.

23 103. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of
24 dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure §
25 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all
26 Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this
27 Agreement.

28 104. Enforceability. Pursuant to Evidence Code § 1123(a) and (b), this Agreement is

intended by the Parties to be and shall be, enforceable, binding, and admissible in a court of law.

105. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

106. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

107. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

108. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Participating Class Member execute this Settlement Agreement. The Notice will advise all Participating Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if each Participating Class Member executed this Settlement Agreement.

109. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures and photocopies of signature pages shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVES:

Vanessa R. Torres

1 Dated: 12/5/2025, 2025

PLAINTIFF AND CLASS REPRESENTATIVES:

Francisco Moreno

Francisco Moreno

2
3
4 Dated: _____, 2025

DEFENDANT:

EMPOWER SOLAR, INC.:

Signature: _____

Printed Name: _____

Position: _____

APPROVED AS TO FORM:

CLASS COUNSEL:

12 Dated: 12/5/2025, 2025

FALAKASSA LAW, P.C.

Joshua Falakassa

Joshua Falakassa
Attorneys for Plaintiffs

17 Dated: 12/5/2025, 2025

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour

Mehrdad Bokhour
Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

22 Dated: _____, 2025

FISHMAN, LARSEN & CALLSTER

Doug M. Larsen
Michael W. Geren
Attorneys for Defendant

1 Dated: _____, 2026

PLAINTIFF AND CLASS REPRESENTATIVES:

2 _____
3 Francisco Moreno

4 Dated: 1/6/2026, 2026

DEFENDANT:

6 EMPOWER SOLAR, INC.:

7 Signature: Signed by:
Landon Wimmer
E73E7ED0207AA01...

8 Printed Name: Landon Wimmer

9 Position: President

10 **APPROVED AS TO FORM:**

11 **CLASS COUNSEL:**

12 Dated: _____, 2026

FALAKASSA LAW, P.C.

14 _____
15 Joshua Falakassa
16 Attorneys for Plaintiffs

17 Dated: _____, 2026

BOKHOUR LAW GROUP, P.C.

19 _____
20 Mehrdad Bokhour
21 Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

22 Dated: 1/7/2026, 2026

FISHMAN, LARSEN & CALLSTER

23 Signed by:
Doug Larsen
3E397E8628D04B1...
24 Doug M. Larsen
25 Michael W. Geren
26 Attorneys for Defendant
27
28

EXHIBIT “B”

NOTICE OF SETTLEMENT OF CLASS ACTION

Vanessa Torres et al. v. Empower Solar, Inc.
Superior Court of the State of California, County of Riverside
Case No. CVRI2201894
LWDA Case No. LWDA-CM-883128-22

To: All current and former non-exempt hourly employees employed by Empower Solar, Inc., (the “Company”) in California at any time between May 11, 2018, through September 24, 2025 (the “Class”) and all current and former non-exempt hourly employees employed by Empower Solar, Inc., at any time between May 10, 2021, through September 24, 2025 (the “Aggrieved Employees”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2026 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you performed any work for the Company (referenced herein as “Workweeks” or Weeks Worked”) in California between May 11, 2018, through September 24, 2025 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Company in California at any time from May 10, 2021, through September 24, 2025 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2026 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Vanessa Torres et al. v. Empower Solar, Inc.*, Riverside County Superior Court Case No. CVRI2201894, (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between May 11, 2018, through September 24, 2025 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by the Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about May 11, 2022, Plaintiff Vanessa R. Torres filed a Class Action Complaint in the Court against Defendant, including causes of action asserting: (1) failure to pay minimum wages; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; & (8) unfair competition. On July 31, 2023, Plaintiff filed a First Amended Complaint alleging the same claims and adding Plaintiff Francisco Moreno as a named plaintiff and adding a cause of action for PAGA penalties based on the foregoing Labor Code violations.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?	
Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua S. Falakassa Falakassa Law, P.C. <i>josh@falakassalaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868
IV. What are the terms of the Settlement?	

On **[PA DATE]**, the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between May 11, 2018, through September 24, 2025 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Company has agreed to pay \$600,000.00 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor and Workforce Development Agency ("LWDA") and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc., ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$ 10,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

Penalties to the LWDA. \$20,000.00 is allocated to alleged PAGA Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$15,000.00 (75%) shall be paid to the LWDA in satisfaction of Plaintiffs' claims for civil penalties under the PAGA, and \$5,000.00 (25%) will be included in the Individual Settlement Amounts, payable to the PAGA Employees

The PAGA Period means May 10, 2021, through September 24, 2025.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked during the PAGA Period relative to the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will request that the Court approve service awards of up to \$12,500 each for the two Class Representatives. Any service award is subject to

Court approval. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date), and having been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$33.33%) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$40,000 for the costs Class Counsel incurred in connection with the Lawsuit. Attorneys' Fees will be requested and subject to Court approval, not guaranteed. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$ [REDACTED]. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Company in California. The dollars per compensable Workweek will be calculated by dividing Net Distribution Fund by the total number of Work Weeks Worked by Participating Class Members during the Class Period ("Class Work Week Value"). To determine each Participating Class Member's settlement payment, the Settlement Administrator will multiply the individual's Total Class Work Weeks Worked by the Class Pay Period Value (if the Class Member is a Participating Class Member). Similarly, the PAGA payment will be determined by dividing the \$5,000 PAGA payment by the total Pay Periods of all PAGA aggrieved employees to determine a PAGA Pay Period Value. This PAGA Pay Period Value will be multiplied by the number of Pay Periods by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. Currently, your projected class payment is \$ [REDACTED] and your projected PAGA payment is \$ [REDACTED].

For each Settlement Class Member, the Pay Periods Worked at the Company during the Class Period will be calculated from Company's records. The Company's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period of May 11, 2018, through September 24, 2025. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before [REDACTED], 2026, with documentation to establish the number of weeks you claim to have actually worked for the Company in California between May 11, 2018, through September 24, 2025 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. The Individual Settlement Amounts will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be paid as unpaid wages subject to withholding of all applicable local, state, and federal taxes; and eighty (80%) will be paid as interest and as civil penalties (pursuant

to, e.g., California Labor Code sections 203, 226) from which no taxes will be withheld. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the civil penalties and interest allocations.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Defendant, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiffs, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the First Amended Complaint and all claims that reasonably could have been alleged in the First Amended Complaint based on the facts alleged therein, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims

(1) failure to pay minimum wages; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; & (8) unfair competition. These released claims and damages are hereinafter referred to as “Released Claims.” The time period governing these Released Class Claims shall be at any time from May 11, 2018, through September 24, 2025 (“Release Period”). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

Likewise, the “PAGA Claims” or “Released PAGA Claims” shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the First Amended Complaint, as defined above, based on the facts alleged therein, including claims for claims 1) failure to pay minimum wages; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; & (8) unfair competition, and (9) PAGA Penalties. The time period governing these Released PAGA Claims shall be at any time from May 10, 2021, through September 24, 2025.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made.”

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2026 with your full name, address, telephone number, employee number or last four digits of the social security number or date of birth, and the signature of the Class Member requesting exclusion. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE VANESSA TORRES ET AL. V. EMPOWER SOLAR, INC., LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2026. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating full name, address, telephone number, dates of employment with Defendant of the Objecting Class Member, the case name and number, the basis for the objection, including any legal support, and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, if any. Objections can be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2026 for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.**

If the Court rejects your objection, if you want to preserve your rights to appeal from judgment, including all rights to any post-judgment proceedings and appellate proceeding, then you must timely and properly become a party of records in this case by intervening or filing a motion to vacate the judgment. Please consult with an attorney to ensure you understand the proper procedure and timing to become a party of record by intervening in the action or filing a motion to vacate the judgment.

Any class member may appear at the Final Approval Hearing to make an oral objection whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for _____, 2026, at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before _____, 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on _____, 2026 at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501.

You may also consult the Superior Court website to access documents by going to (<https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2201894.

To confirm the date and location of the hearing, please visit the Court website below and enter the case number: CVRI2201894.

<https://epublic-access.riverside.courts.ca.gov/public-portal/>

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Department 1 for further instructions.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL:

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

REQUEST FOR EXCLUSION FORM

TORRES, ET AL. V. EMPOWER SOLAR, INC.

Superior Court of California, County of Riverside
Case No. CVRI2201894

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option allowing you to file your lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

I declare as follows:

I am or was an Empower Solar, Inc., hourly paid, non-exempt employee who worked at Defendant in California at any time from May 11, 2018, through September 24, 2025. I have received and reviewed the Notice of Class Action and Proposed Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – ____
(Social Security Number – last 4 digits only)

This form must be mailed or faxed to the Settlement Administrator on or before _____, 2026:

Settlement Administrator
c/o ILYM Group, Inc.
[ADDRESS]
[TELEPHONE]
[FAX]

OBJECTION FORM

TORRES, ET AL. V. EMPOWER SOLAR, INC.

Superior Court of California, County of Riverside
Case No. CVRI2201894

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option allowing you to file your lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before [REDACTED], 2026 as follows:

Settlement Administrator:

Empower Solar, Inc.
c/o ILYM Group, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

EXHIBIT “C”