

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Paragraph 12.9 of the Class Action and PAGA Settlement Agreement (“Agreement”), this Amendment to Class Action and PAGA Settlement Agreement is made by and between Plaintiff Albert Rudy Garcia and Defendant Skyline Solar, LLC. The Agreement is amended as follows:

- 1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.4 below.
- 4.3.5 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no “unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Release under Paragraph 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

These amendments to Paragraphs 1.37, 1.38, 7.5.3, and 7.5.4 of the Agreement expressly supersede the original Paragraphs 1.37, 1.38, 7.5.3, and 7.5.4 and are incorporated into the Agreement. The newly added Paragraph 4.3.5 is incorporated into the Agreement.

MATERN LAW GROUP, PC

Date: September 23, 2026

By: *Erin Hutchins*
Erin R. Hutchins
Attorney for Plaintiff Albert Rudy Garcia

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FISHER & PHILLIPS LLP

Date: September 23, 2026

By:

A handwritten signature in blue ink, appearing to be "ML" followed by a stylized flourish.

Nicole Golob
Melissa Huether
Attorneys for Defendant Skyline Solar, LLC