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14 Attorneys for Plaintiff
15 ALBERT RUDY GARCIA, individually, and
16 on behalf of all others similarly situated

17
18 SUPERIOR COURT OF THE STATE OF CALIFORNIA
19 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE
20

21 ALBERT RUDY GARCIA, an individual, on
22 behalf of himself and all others similarly
23 situated,

24 Plaintiff,

25 vs.

26 SKYLINE SOLAR, LLC, a Nevada limited
27 liability company; and DOES 1 through 50,
28 inclusive,

Defendants.

CASE NO.: 24STCV06118

[Assigned for all purposes to the Hon.
Theresa M. Traber, Dept. SSC-1]

**DECLARATION OF MATTHEW W.
GORDON IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: January 26, 2027

Time: 10:30 a.m.

Dept.: SSC-1

Action Filed: March 11, 2024

Trial Date: None set

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1. I am an attorney duly licensed to practice law in the State of California. I am a Shareholder of Matern Law Group, PC (“MLG”), counsel of record for Plaintiff Albert Rudy Garcia (“Plaintiff”) in the above-entitled action.

3. I submit this declaration in support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement ("Motion").

4. This Motion seeks approval of a proposed settlement of a wage and hour putative class and representative action against Defendant Skyline Solar, LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the “Parties”).

5. Defendant does business as Skyline Smart Energy and provides and installs solar panels to homeowners and businesses throughout California and Texas.

7. Defendant's counsel has informed my office that Defendant's personnel records indicate that there are 208 Class Members who worked 7,865 Workweeks during the Class Period.

through February 3, 2026 (approximately two months before the end of the Class Period on April 4, 2026), and there are 188 Aggrieved Employees who worked approximately 3,549 PAGA Pay Periods during the PAGA Period through February 3, 2026 (approximately two months before the end of the PAGA Period on April 4, 2026). On information and belief, the identity of Class Members may be easily ascertained from Defendant's personnel records. My office anticipates filing a supplemental declaration before the hearing date to provide updated information regarding the total number of Class Members through the end of the Class Period and the total number of Aggrieved Employees through the end of the PAGA Period.

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Settlement Negotiations

13. On February 24, 2025, the Parties attended mediation with a well-respected and experienced mediator, Todd A. Smith, Esq. The mediation was not successful because Defendant raised financial issues during the mediation.

14. In order to facilitate further meaningful settlement negotiations, Defendant provided Plaintiff with certain confidential financial information subject to a confidentiality agreement on February 28, 2025. Plaintiff retained a forensic accountant, who analyzed this information. After Plaintiff's forensic accountant reviewed Defendant's financial information, Plaintiff requested additional financial information on March 7, 2025, which Defendant provided to Plaintiff on March 27, 2025.

15. On July 17, 2025, the Parties attended a meeting with Defendant's CFO and Plaintiff's forensic accountant. After the meeting, Plaintiff requested further financial documents from Defendant, which Defendant provided and Plaintiff's forensic accountant analyzed.

16. Following Plaintiff's forensic accountant's review of the additional financial documents, the Parties reengaged the mediator.

17. On February 3, 2026, the Parties settled the case by accepting a mediator's proposal, subject to entering into a long-form settlement agreement.

18. On July 22, 2026, the Parties fully executed a long-form settlement agreement entitled Class Action and PAGA Settlement Agreement ("Settlement Agreement"). A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit B**.

19. On September 23, 2026, the Parties fully executed an amendment to the long-form settlement agreement entitled Amendment to Class Action and PAGA Settlement Agreement ("Amendment") (the Settlement Agreement and the Amendment are collectively referred to as the "Agreement") because paragraph 4.3.5 regarding uncashed Individual PAGA Payment checks was erroneously excluded from the Settlement Agreement and paragraphs 1.37, 1.38, 7.5.3, and 7.5.4 erroneously referenced the wrong paragraph number for the Released Class Claims or the Released PAGA Claims in the Settlement Agreement. A true and correct copy of the Amendment is attached hereto as **Exhibit C**.

1 20. On September 24, 2026, Plaintiff submitted a copy of the Agreement to the
2 LWDA. A true and correct copy of the email confirmation received from the LWDA is attached
3 hereto as **Exhibit D**.

4 21. The settlement discussions were hard-fought, conducted at arm's length, and not
5 collusive as demonstrated by the fact that the Parties, through their experienced counsel,
6 worked with an objective and experienced mediator and were fully informed of the relative
7 strengths of the claims and the defenses thereto. The Settlement is the result of an informed
8 analysis of Defendant's potential liability exposure in relation to the costs and risks associated
9 with continued litigation. The Parties went into the mediation willing to explore the potential
10 for a settlement of the lawsuit, but Plaintiff was also prepared to litigate his position through
11 trial and appeal if a settlement was not reached.

12 **Legal and Factual Basis for Plaintiff's Claims**

13 22. The following summarizes the legal and factual basis for the claims in the
14 complaint:

15 a. **Failure to Provide Meal Periods**

16 Under California law, "[a]n employer shall not employ an employee for a work period
17 of more than five hours per day without providing the employee with a meal period of not less
18 than 30 minutes, except that if the total work period per day of the employee is no more than six
19 hours, the meal period may be waived by mutual consent of both the employer and employee."
20 Cal. Lab. Code § 512(a). "The employer satisfies this obligation if it relieves its employees of
21 all duty, relinquishes control over their activities and permits them a reasonable opportunity to
22 take an uninterrupted 30-minute break, and does not impede or discourage them from doing
23 so." *Brinker Rest. Corp. v. Superior Ct.* (2012) 53 Cal. 4th 1004, 1040. "There is no meal
24 period violation if an employee voluntarily chooses to work during a meal period after the
25 employer has relieved the employee of all duty." *Donohue v. AMN Servs., LLC* (2021) 11 Cal.
26 5th 58, 67. "The voluntariness of an employee's choice matters because 'an employer may not
27 undermine a formal policy of providing meal breaks by pressuring employees to perform their
28 duties in ways that omit breaks.'" *Id.* (quoting *Brinker*, 53 Cal. 4th at 1040).

1 “If an employer fails to provide an employee a meal or rest or recovery period in
2 accordance with state law ... the employer shall pay the employee one additional hour of pay at
3 the employee’s regular rate of compensation for each workday that the meal or rest or recovery
4 period is not provided.” Cal. Lab. Code § 226.7(c). This provision requires premium pay for
5 any violation “no matter how minor.” *Donohue*, 11 Cal. 5th at 69.

6 California law requires an employer to keep accurate “[t]ime records showing when the
7 employee begins and ends each work period,” including meal periods. 8 Cal. Code Regs. §
8 11010, sub. 7(A)(3). “If an employer’s records show no meal period for a given shift over five
9 hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal
10 period was provided.” *Donohue*, 11 Cal. 5th at 74. “[T]he presumption applies to records
11 showing short and delayed meal periods as well.” *Id.* at 76.

12 “An employer’s assertion that it did relieve the employee of duty, but the employee
13 waived the opportunity to have a work-free break, is not an element that a plaintiff must
14 disprove as part of the plaintiff’s case-in-chief. Rather, ... the assertion is an affirmative
15 defense, and thus the burden is on the employer, as the party asserting waiver, to plead and
16 prove it.” *Brinker*, 53 Cal. 4th at 1052-53 (conc. opn. of Werdegar, J.); *Donohue*, 11 Cal. 5th at
17 74. “To place the burden elsewhere would offer an employer an incentive to avoid its recording
18 duty and a potential windfall from the failure to record meal periods.” *Donohue*, 11 Cal. 5th at
19 75. While employers are not required to police meal periods, the rebuttable presumption
20 “requires employers to give employees a mechanism for recording their meal periods and to
21 ensure that employees use the mechanism properly.” *Id.* at 77.

22 The *Donohue* court explained how an employer can rebut the presumption of liability as
23 follows:

24 If time records show missed, short, or delayed meal periods with no indication
25 of proper compensation, then a rebuttable presumption arises. Employers can
26 rebut the presumption by presenting evidence that employees were compensated
27 for noncompliant meal periods or that they had in fact been provided compliant
28 meal periods during which they chose to work. “Representative testimony,
surveys, and statistical analysis,” along with other types of evidence, “are
available as tools to render manageable determinations of the extent of
liability.”

1 *Donohue*, 11 Cal. 5th at 77 (quoting *Brinker*, 53 Cal. 4th at 1054 [conc. opn. of Werdegarr, J.]).

2 Thus, under *Donohue*'s application of the rules set forth in *Brinker*, time records
3 showing late, short, or missed meal periods raise a rebuttable presumption of liability.
4 *Donohue*, 11 Cal. 5th at 76. Such evidence establishes liability even when the employer's time
5 records are silent as to why meal periods were noncompliant, unless the employer can present
6 evidence sufficient to prove an affirmative defense, such as proper compensation or the
7 voluntary waiver of a 30-minute, timely meal period. *See, e.g., Santillan v. Verizon Connect,*
8 *Inc.* (S.D. Cal. June 13, 2022) 2022 WL 4596574, at *13; *Walter v. Leprino Foods Co.* (E.D.
9 Cal. 2023) 670 F. Supp. 3d, 1035, 1056. Evidence that some meal periods were legally
10 compliant does not suffice to overcome the *Donohue* presumption. *Walter*, 670 F. Supp. 3d at
11 1056-1057.

12 Plaintiff and other employees were told to clock out but continue working for their meal
13 periods to remain on schedule to finish a solar panel installation in one shift. Plaintiff's expert
14 estimates there were 30,930 shifts in the class period through the date of mediation. 29,319
15 shifts (98.4%) were more than five hours, 28,330 (91.6%) were more than six hours, 7,876
16 shifts (25.5%) were more than 10 hours, and 3,109 shifts (10.1%) were more than 12 hours.
17 Plaintiff's expert found that **40.7%** of shifts greater than five hours and 29.9% of shifts greater
18 than six hours had a short, late, or missing meal period. On a pay period level, **74.7%** of pay
19 periods contain at least one shift greater than 5 hours with a short, late, or missing meal period.

20 Plaintiff's expert did not find any payments of meal period premiums in the payroll data.
21 Defendant has produced zero signed meal period waiver forms, including for Plaintiff.

22 b. Failure to Authorize and Permit Rest Periods

23 Employers in California are required to authorize and permit all employees to take a net
24 10-minute rest break for every four hours of work, or major fraction thereof, which insofar as
25 practicable shall be in the middle of each work period. 8 Cal. Code Reg. §d 11050, subd. 12(A);
26 *Brinker*, 53 Cal.4th at 1028. As the California Supreme Court held in *Augustus v. ABM Sec.*
27 *Servs., Inc.* (2016) 2 Cal.5th 257, an employer has an obligation to "relieve [its] employees of all
28 work-related duties and employer control during [their] 10-minute rest periods." *Id.* at 272.

1 “[S]trict adherence” to the Labor Code’s requirement that employees must receive 10-minute rest
2 periods is required, and rest breaks must be “scrupulously guarded against encroachments” on
3 these periods. *Troester v. Starbucks Corp.* (2018) 5 Cal.5th 829, 844. Employers must
4 compensate employees with an additional one hour of pay for each work day that a rest period is
5 not provided. Lab. Code § 226.7(b).

6 Defendant failed to provide Plaintiff and other class members with compliant rest breaks.
7 Plaintiff and other employees were required to finish a solar panel installation within one shift. To
8 remain on schedule, employees had to work through rest breaks to finish the job within one shift.
9 As such, Plaintiff will establish Defendant’s liability for its failure to authorize and permit rest
10 breaks.

11 c. Failure to Pay Minimum and Overtime Wages

12 Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 16-2001, §
13 4, payment to an employee of less than the applicable minimum wage for all hours worked in a
14 payroll period is unlawful. Lab. Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4;
15 *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 323. Additionally, pursuant to Labor Code
16 § 510(a), employers must compensate employees who work more than eight hours per workday
17 and 40 hours per workweek at a rate of no less than 1 ½ times the employee’s regular rate of pay.
18 Defendant violated California minimum and overtime wage laws by failing to compensate
19 employees for all hours worked.

20 Plaintiff further alleges that Defendant required him and other class members to work off-
21 the-clock for approximately 15-30 minutes every shift, but would not properly compensate
22 Plaintiff and class members for all hours actually worked. Plaintiff was called by Defendant’s IT
23 department hours after clocking out to ask about Plaintiff’s uploaded photos of that shift’s solar
24 panel installation. Plaintiff estimates these phone calls lasted an average of 15-30 minutes per
25 shift.

26 e. Failure to Pay Wages Due to Discharged and Quitting Employees

27 Labor Code § 201 requires that terminated employees be paid all wages due upon termination.
28 Labor Code § 202 requires that a quitting employee be paid all wages due upon separation, or

1 within 72 hours of providing notice if notice was given. Labor Code § 203 provides that, for any
2 employee who is not timely paid in full pursuant to Sections 201 or 202, the employees' wages
3 shall continue following discharge until the employee is paid, for a period not to exceed 30 days.

4 Defendant routinely denied employees meal and rest breaks in violation of California law,
5 failed to compensate employees with required meal and rest period premium payments, and failed
6 to pay employees for all hours worked. Accordingly, Defendant's discharged and quitting
7 employees were not paid in full as required by the Labor Code, and are therefore due 30 days of
8 wages as waiting time penalties pursuant to Labor Code § 203.

9 f. Failure to Furnish Accurate Itemized Wage Statements

10 Because of the meal period, rest period, minimum wage, and overtime violations set forth
11 above, Defendant violated Labor Code § 226(a) by failing to provide accurate itemized wage
12 statements to all employees. Pursuant to section 226(e)(1), each such employee is entitled to
13 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
14 violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
15 pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), plus attorneys'
16 fees and costs.

17 Based on the meal period, rest period, overtime, and minimum wage violations discussed
18 above, Plaintiff alleges that Defendant would also be liable for derivative violations of Labor
19 Code § 226.

20 g. Failure to Indemnify Employees for Necessary Expenditures Incurred in
21 Discharge of Duties

22 The purpose of Labor Code § 2802 is "to prevent employers from passing their operating
23 expenses on to their employees." *Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554,
24 562. Here, Defendant failed to indemnify Plaintiff and other putative class members for necessary
25 expenditures they incurred in performance of their job duties.

26 For example, Defendant failed to reimburse Plaintiff for cell phone usage and tools.
27 Plaintiff used his personal cell phone to take pictures of the solar panel installation and upload the
28 pictures to a company Dropbox, as required by his supervisors. Plaintiff also used his personal

1 cell phone to answer calls after clocking out from Defendant's IT department regarding the
2 pictures he uploaded. Plaintiff had to download the Dropbox app to upload pictures and an app
3 for internal communications for use during his workday when he did not have access to a
4 computer. Plaintiff was not provided with a company cell phone or reimbursed for his personal
5 cell phone use, despite requesting reimbursement, even though Defendant had a policy to provide
6 certain employees with a company cell phone or to reimburse if a personal phone is used for
7 work-related purposes. Plaintiff was told he would receive a work phone, but he was never
8 provided with one. Further, Plaintiff spent approximately \$50 on tools for his work installing
9 solar panels and was not reimbursed for this expense.

10 h. Unfair and Unlawful Business Practices

11 Plaintiff contends that the unlawful conduct of Defendant alleged herein constitutes unfair
12 and unlawful business practices within the meaning of Business & Professions Code section
13 17200.

14 i. PAGA Penalties

15 Under Labor Code section 2699, Defendant is subject to civil penalties, assessed per pay
16 period for each aggrieved employee, for the Labor Code violations alleged above.

17 **Amount in Controversy and Risks Associated with Proceeding with the Action**

18 23. Based on Plaintiff's expert's analysis of Defendant's data, my office calculates the
19 potential damages and penalties, exclusive of interest, attorney's fees, and costs, to be
20 approximately \$3,946,038 assuming, in an "everything goes right" scenario, Plaintiff successfully
21 certified all of the claims and prevailed on all of the class claims and PAGA claims at trial. This
22 maximum exposure estimate includes approximately \$1,910,637 in classwide damages and
23 penalties and approximately \$2,035,401 in PAGA penalties. A detailed breakdown of the
24 valuation of the potential recovery, excluding interest and fees, is shown below:

25 1. **Class Claims:**

26 A. **Meal Period Violations:**

27 40.7% violation rate (based on time records)
28 x 34,259 (estimated number of shifts > 5 hours)
x \$23.32 (estimated average regular rate of pay)
= \$325,160

B. Rest Period Violations:

$$\begin{array}{r} 50.0\% \text{ violation rate (based on anecdotal evidence)} \\ \times 35,370 \text{ (estimated number of shifts > 3.5 hours)} \\ \times \$23.32 \text{ (estimated average regular rate of pay)} \\ \hline = \$412,414 \end{array}$$

C. Unpaid Overtime (Off-the-Clock Work):

$$\begin{array}{r} 25,595 \text{ (estimated number of shifts > 8 hours)} \\ \times 0.25 \text{ hours (estimated number of OT hours worked off the clock per shift)} \\ \times \$34.98 \text{ (estimated average overtime rate of pay)} \\ \hline = \$223,828 \end{array}$$

D. Unpaid Minimum Wages (Off-the-Clock Work):

$$\begin{array}{r} 10,275 \text{ (estimated number of shifts < 8 hours)} \\ \times 0.25 \text{ hours (estimated 15 minutes worked off the clock per shift)} \\ \times \$15.65 \text{ (average minimum wage during class period)} \\ \hline = \$40,201 \end{array}$$

E. Reimbursement (Cell Phone Usage and Tools):

$$\begin{array}{r} 80 \text{ (average number of current non-exempt employees)} \\ \times \$170 \text{ per year} \\ \times 4.48 \text{ years} \\ \hline = \$60,928 \end{array}$$

F. Wage Statement Penalties (One-Year SOL)

$$93 \text{ employees} \times \$1,500 \text{ estimated average aggregate penalty} = \$139,500$$

G. Waiting Time Penalties (Three-Year SOL)

$$\begin{array}{l} \$23.32 \text{ (average regular rate of pay)} \times 8.0 \text{ hours per shift} \times 4.3 \text{ shifts per week} \times \\ 4.33 \text{ weeks} \times 204 \text{ former employees} = \$708,606 \end{array}$$

$$\text{Total Potential Liability for Class Claims} = \$1,910,637$$

2. PAGA Claims:

Failure to Provide Meal Periods (Labor Code §§ 512, 226.7):

$$\$100 \text{ per violation} \times 3,569 \text{ PAGA pay periods} \times 71.3\% \text{ violation rate} = \$254,470$$

Failure to Provide Rest Periods (Labor Code § 226.7):

$$\$100 \text{ per violation} \times 3,569 \text{ PAGA pay periods} \times 99\% \text{ violation rate} = \$353,331$$

Failure to Pay Overtime Wages (Labor Code § 510):

\$100 per violation x 3,569 PAGA pay periods x 100% violation rate = \$356,900

Failure to Pay Minimum Wages (Labor Code § 1194):

\$100 per violation x 3,569 PAGA pay periods x 100% violation rate = \$356,900

Failure to Reimburse for Business Expenses (Labor Code § 2802)

\$100 per violation x 3,569 PAGA pay periods x 100% violation rate = \$356,900

Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226(a)):

\$100 per violation x 3,569 PAGA pay periods x 100% violation rate = \$356,900

Total Potential PAGA Penalties = \$2,035,401

TOTAL POTENTIAL LIABILITY = \$3,946,038

24. Plaintiff and his counsel considered many factors in reaching the decision to settle, including: (a) the risk, expense, time-consuming and uncertain proposition of proving liability, damages and penalties at trial; (b) obtaining the cooperation of current employees would be difficult, given their likely reluctance to aid in the prosecution of a lawsuit against their employer and their likely willingness to assist Defendant; (c) Defendant denies that it committed any Labor Code violations and contends the class claims are not suitable for class certification under the standard applied to contested certification motions because individual issues and affirmative defenses (allegedly) would predominate should this case go to trial; (d) the potential difficulties in establishing and maintaining certification of the class; (e) the risk that the Court could find the trial unmanageable; (f) continued litigation could lead to an unfavorable judgment and/or a lengthy and unsuccessful appeal and delay any positive recovery for the Class Members; and (g) this area of the law is constantly evolving, creating uncertainty for employees.

25. Plaintiff further considered the likelihood that a court would substantially reduce any award of civil penalties on the grounds that they were “unjust, arbitrary and oppressive, or confiscatory” pursuant to Labor Code § 2699(e)(2). *See, e.g., Thurgood v. Bayshore Transit Management, Inc.* (2012) 203 Cal.App.4th 112; *see also Cotter v. Lyft, Inc.* (N.D. Cal. 2016) 193 F. Supp. 3d 1030, 1037 (finding that 97.5% reduction from the maximum penalty was fair and reasonable in light of the unsettled nature of the law); *Fleming v. Covidien* (C.D. Cal. Aug. 12, 2011) No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, at *3-4 (reducing potential PAGA

1 penalties by over 80%); *Magadia v. Wal-Mart Assocs. et al.* (N.D. Cal. 2019) 384 F. Supp. 3d
2 1058, 1069 (applying reductions of 67% and 80% of the potential PAGA penalties at issue); *Parr*
3 *v. Golden State Overnight* (Alameda Super. Ct. July 10, 2014) No. RG12618103, 2014 WL
4 11199453 (assessing only 7% of the maximum total PAGA penalties after plaintiff prevailed at
5 trial). For example, during the penalty phase of the trial in *Carrington v. Starbucks Corp.* (2018)
6 30 Cal. App. 5th 504, the plaintiff requested PAGA penalties in the amount of approximately \$70
7 million. *Id.* at 528. The trial court instead awarded only \$150,000—or 0.21% of the maximum—
8 and stated that this reduction was warranted because imposing the maximum penalty would be
9 “unjust, arbitrary, and oppressive” based on Starbucks’ “good faith attempts” to comply with
10 meal period obligations and because the court found the violations were minimal. *Id.* at 517. The
11 Court of Appeal affirmed the lower court’s reduced award of \$150,000 in penalties under PAGA.
12 *Id.* at 529. In allocating a portion of the settlement to PAGA penalties, Plaintiff’s counsel
13 considered case law providing that a PAGA claim need not comprise a disproportionate amount
14 of a class settlement which includes a PAGA claim, with the majority of the funds going to the
15 State simply because the PAGA penalties have the potential to be large. *See O’Connor v. Uber*
16 *Techs, Inc.* (N.D. Cal. 2016) 201 F. Supp. 3d 1110, 1134; *see also Nordstrom Commission Cases*
17 (2010) 186 Cal. App. 4th 576, 589 (trial court did not abuse discretion in approving settlement of
18 employees’ class action against employer even though settlement failed to allocate any portion of
19 the recovery to the PAGA claims). As the *O’Connor* court explained, “[s]uch a requirement
20 would come at the expense of the workers, who might otherwise benefit from a larger non-PAGA
21 settlement.” *O’Connor*, 201 F. Supp. 3d at 1134. The purposes of PAGA may be concurrently
22 fulfilled by a settlement offering fair compensation to class members, thereby vindicating the
23 rights of class members as employees and providing “a deterrent effect upon the defendant
24 employer and other employers, an objective of PAGA.” *Id.*

25 26. While Plaintiff and my firm remain confident in the merits of Plaintiff’s claims, a
26 legitimate controversy exists as to each claim. For example, Defendant contends that it
27 implemented compliant written wage and hour policies. In addition, Defendant may assert that
28 Plaintiff will be unable to show “knowing and intentional” wage statement violations because

1 Defendant reasonably and in good faith believed it was providing a complete and accurate wage
2 statement in compliance with the requirements of Labor Code § 226. Similarly, Defendant may
3 contend that Plaintiff will be unable to show that Defendant “willfully” failed to pay final wages
4 under Labor Code § 203.

5 27. Defendant denies Plaintiff’s allegations and contends that it complied with
6 applicable California law and that class certification is not appropriate due to the predominance of
7 individual issues and affirmative defenses. Indeed, a number of courts have concluded that
8 common questions did not predominate where the employer maintained lawful written policies.
9 *See, e.g., Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, *8 (denying
10 certification of plaintiff’s meal break claim, finding that in the absence of any allegation that
11 defendant’s meal break policy was facially unlawful, plaintiff’s meal break claims did not
12 “depend upon a common contention... of such a nature that is capable of classwide resolution”);
13 *Cummings v. Starbucks Corp.* (C.D. Cal. Mar. 24, 2014) 2014 WL 1379119, *12 (“Without a
14 defective policy, the Court must ‘resolve any factual disputes necessary to determine whether
15 there was a common pattern and practice that could affect the class as a whole.’”); *Gonzalez v.*
16 *Millard Mall Servs., Inc.* (S.D. Cal. 2012) 281 F.R.D. 455, 462 (“Millard had a meal and rest
17 period policy conforming to the applicable laws and wage orders... Therefore, Plaintiff has not
18 shown that there was a common policy that pervaded the entire company where Project Managers
19 prevented employees from taking meal breaks and did not authorize and permit employees to take
20 rest breaks.”). My firm significantly discounted the potential value of the rest period and off-the-
21 clock claims given the lack of records supporting those theories of liability. Likewise, my firm
22 discounted the potential value of the wage statement penalties and waiting time penalties given
23 the standard for showing a “knowing and intentional” violation set forth in *Naranjo v. Spectrum*
24 *Sec. Servs., Inc.* (2024) 15 Cal. 5th 1056, 1065 (“if an employer reasonably and in good faith
25 believed it was providing a complete and accurate wage statement in compliance with the
26 requirements of section 226, then it has not knowingly and intentionally failed to comply with the
27 wage statement law”).

28 28. Thus, while Plaintiff and my office are confident in the merits of the Action and

1 Plaintiff's ability to prevail at both class certification and trial, my firm recognizes the significant
2 risk and expense of continued litigation, trial, and possible appeals, all of which would
3 substantially delay and reduce any recovery by the Class Members. The Settlement obviates all of
4 these risks and ensures that the Class Members receive timely relief without risking an uncertain
5 trial and appeal.

6 29. The Net Settlement Amount is currently estimated to be \$51,166.67, if the Court
7 approves the requested Class Counsel Fees Payment, Class Counsel Litigation Expenses
8 Payment, Class Representative Service Payments, Administration Expenses Payment and
9 PAGA Penalties Payment as follows:

	\$175,000.00	Gross Settlement Amount
-	\$ 58,333.33	Class Counsel Fees Payment
-	\$ 45,000.00	Class Counsel Litigation Expenses Payment
-	\$ 7,500.00	Class Representative Service Payment
-	\$ 5,000.00	PAGA Penalties Payment
-	\$ 8,000.00	Administration Expenses Payment
	\$ 51,166.67	Net Settlement Amount

14 30. Based thereon, it is currently estimated that the 208 Class Members through
15 February 3, 2026 stand to receive an average gross Individual Settlement Payment of
16 approximately \$246 as a result of the Settlement. The proposed Settlement treats Class Members
17 equitably relative to each other in that each individual Class Member's respective payment is
18 based on objective criteria – *i.e.*, a formula which pays Participating Class Members a *pro rata*
19 share of the Net Settlement Amount based on the number of Workweeks they worked during the
20 Class Period. Under this approach, each Participating Class Member's share of the Net Settlement
21 Amount will be based on the length of time they worked for Defendant during the Class Period;
22 Class Members who worked for Defendant for a long period of time (*e.g.*, the entire Class Period)
23 will thus receive higher payments than individuals who worked for Defendant for a short period
24 of time. In addition, it is estimated that the average Individual PAGA Payment for approximately
25 188 Aggrieved Employees through February 3, 2026 will be \$6.65 ($\$1,250 \div 188 = \6.65).

26 31. In sum, when the risks of litigation, the uncertainties involved in achieving class
27 certification, the burdens of proof necessary to establish liability, and the probability of appeal of
28 a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the

1 Settlement is fair, adequate and within the “ballpark” of reasonableness. Although Plaintiff’s
2 counsel were prepared to litigate the claims through trial, Plaintiff and his counsel support the
3 proposed Settlement as being in the best interests of the putative Class, the State of California,
4 and the Aggrieved Employees.

5 **Plaintiff’s Typicality, Adequacy and Commonality**

6 32. Plaintiff’s claims are typical of the claims of the other Class Members because
7 they are subject to the same legal theories and the same alleged unlawful employment policies
8 and practices at issue in the Action, including but not limited to failing to provide compliant meal
9 and rest periods including by requiring employees to work through rest and meal breaks, failing
10 to pay for all hours worked by being contacted about uploaded photographs of solar panel
11 installations after clocking out, and failing to reimburse employees for tools necessary for the
12 solar panel installations and personal cell phone expenses used to take photographs, upload the
13 photographs to the company’s Dropbox, contact the company’s IT department regarding the
14 photographs, and for use of app for internal communication during the workday. Defendant’s
15 policies and practices apply class wide, and Defendant’s liability can be determined by facts
16 common to all Class Members. Because Plaintiff’s claims are typical of those of the other Class
17 Members and are not based on unique circumstances that might jeopardize the claims of the
18 Class, there is no conflict of interest between Plaintiff and the other Class Members. Plaintiff will
19 make an adequate representative for the reasons discussed in his declaration and in the paragraphs
20 below.

21 **Class Representative Service Payment**

22 33. The Settlement provides for a \$7,500 Class Representative Service Payment for
23 Plaintiff. This payment is intended to recognize the time, effort, and risks Plaintiff undertook in
24 prosecuting this Action. Plaintiff has endeavored to protect the interests of the Class, the State of
25 California, and the Aggrieved Employees. Plaintiff underwent a lengthy intake process;
26 maintained regular contact with his counsel; searched for and provided his counsel with
27 information and documents to support his claims; discussed his work experiences with his
28 counsel; made himself available to his counsel, including for the full-day of the mediation; kept

1 himself apprised of developments in the Action; made decisions in the Action, including
2 regarding settlement; asked his counsel questions; made sure he understood everything that was
3 going in the Action so he could make the best informed decisions on behalf of the Class; and
4 reviewed the Settlement documents and declaration in support of this motion. He provided
5 valuable information regarding his claims which was instrumental in attempting to establish the
6 wage and hour violations alleged in the Action.

7 34. In bringing the Action in his name, Plaintiff faced risks the other Class Members
8 did not. For example, Plaintiff could be found liable for Defendant's litigation costs, in addition
9 to his own litigation costs, if he lost at trial. Plaintiff's willingness to assume this financial risk is
10 significant, as California law provides that the losing party must pay the prevailing party's costs
11 in a class action. As such, if Plaintiff did not prevail, he could have been subjected to a cost award
12 in the amount of several thousands of dollars. Few individuals are willing to serve as a class
13 representative and assume the substantial risk should the employer prevail in the action.

14 35. Plaintiff may face reputational harm when applying for or after obtaining a new
15 job because those employers may conduct a background check on Plaintiff and find out about this
16 Action and view Plaintiff negatively.

17 36. Additionally, Plaintiff is relinquishing more rights than the other Class Members
18 by agreeing to sign a general release and waiving his rights under Civil Code section 1542.

19 37. Because of Plaintiff's efforts, approximately 208 current and former employees as
20 of February 3, 2026 will now have the opportunity to participate in a settlement and recover
21 payment for alleged workplace violations they may never have known about on their own or been
22 willing to pursue on their own. If each employee attempted to pursue their legal remedies
23 individually, each person would have been required to expend a significant amount of their own
24 time and monetary resources.

25 38. The Action and monetary recovery would not have been possible without the aid
26 of Plaintiff, who devoted his personal time and effort to the Action, sacrificed the value of his
27 own individual claims by postponing the prosecution of his own individual claims and recovery
28 in order to bring the Action as a class action which benefits the whole Class and not just himself,

1 put himself at risk for the sake of the other Class Members, the Aggrieved Employees, and the
2 State of California and relinquished more rights than the other Class Members and the Aggrieved
3 Employees. Indeed, by actively pursuing the Action, Plaintiff furthered California's public policy
4 goal of enforcing the State's wage and hour laws. *Sav-On Drug Stores, Inc. v. Superior Court*
5 (2004) 34 Cal. 4th 319, 340 (recognizing the "clear public policy" that is specifically directed at
6 the enforcement of California wage laws). For these reasons, I believe that the proposed Class
7 Representative Service Payment is fair and reasonable.

8 39. I am not aware of any actual or potential conflicts of interest between Plaintiff
9 and the other Class Members or Aggrieved Employees.

10 **MLG's Adequacy to Serve as Class Counsel**

11 40. MLG is qualified to handle this litigation and will adequately represent the Class
12 because the firm is experienced in litigating similar class actions, as demonstrated below.

13 41. MLG employs 24 attorneys and is one of the largest plaintiff-side employment law
14 firms in California, representing employees in individual, class, collective and representative
15 actions in state and federal courts throughout California.

16 42. Matthew J. Matern, the principal of MLG, received his B.A. degree with honors in
17 1986 from Tulane University and his J.D. degree from Southwestern University School of Law in
18 1991. He has been an active member in good standing of the State Bar of California since
19 September 1992. That year, he founded a general partnership and in 2012 he formed his own law
20 firm which became Matern Law Group, PC in 2016. He has been concentrating on employment
21 litigation since approximately 1997.

22 43. Over the course of his career, Mr. Matern has been involved in over 100 class
23 action settlements, with many of them settling in the seven-, eight-, and nine-figure range,
24 including settlements in the amount of \$140 million, \$50 million, \$26 million, \$19.9 million, and
25 \$18 million. He has represented clients in numerous wage and hour class action lawsuits that
26 settled with per-class-member recoveries in a range similar to the anticipated per-class-member
27 recovery in the instant case. He has also been appointed class counsel in over 35 certified wage
28 and hour class action cases which involved contested certification proceedings.

1 44. Mr. Matern has tried approximately 25 cases, including approximately 20 jury
2 trials. His work has led him to be recognized as a Southern California Super Lawyer every year
3 since 2009. He is a member of the California Employment Lawyers Association, Consumer
4 Attorneys Association of Los Angeles and the Consumer Attorneys of California.

5 45. Mr. Matern's firms have won numerous appeals advancing workers' rights, many
6 of which resulted in published opinions, including two of the leading "me-too" witness cases in
7 California, *Pantoja v. Anton* (2011) 198 Cal.App.4th 87 and *Meeks v. AutoZone, Inc.* (2018) 24
8 Cal.App.5th 855. Other published appellate victories include *Lopez v. Aircraft Service*
9 *International, Inc.* (9th Cir. 2024) 107 F.4th 1096 (affirming denial of motion to compel
10 arbitration because plaintiff, an airline fuel technician, fell within the FAA's transportation
11 worker exemption); *Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874 (reversal of
12 dismissal of PAGA case based on allegedly insufficient PAGA notice); *Argueta v. Worldwide*
13 *Flight Servs., Inc.* (2023) 97 Cal.App.5th 822 (reversal of defense verdict in sexual harassment
14 jury trial); *Davis v. Shiekh Shoes, LLC* (2022) 84 Cal.App.5th 956 (affirming order denying
15 motion to compel arbitration); *Zuniga v. Alexandria Care Center, LLC* (2021) 67 Cal.App.5th
16 871 (defense verdict in PAGA bench trial reversed); *ABM Industries Overtime Cases* (2017) 19
17 Cal.App.5th 277; *Tellez v. Rich Voss Trucking, Inc.* (2015) 240 Cal.App.4th 1052 (reversing
18 order denying motion for class certification); *Ventura v. ABM Industries Inc.* (2012) 212
19 Cal.App.4th 258; *Fuentes v. AutoZone, Inc.* (2011) 200 Cal.App.4th 1221; and *Gutierrez v.*
20 *California Commerce Club* (2010) 187 Cal.App.4th 969. Unreported appellate victories include,
21 inter alia, *Navarro v. Exxon Mobil Corporation* (9th Cir., Aug. 5, 2025, No. 23-3274) 2025 WL
22 2233315 (partial reversal of order decertifying class and related orders in toxic tort class action);
23 *Antonio-Gonzalez v. Crews Of California, Inc.* (Cal. Ct. App., May 5, 2025, No. B321458) 2025
24 WL 1291512 (reversal of order granting motion to strike PAGA claim on manageability
25 grounds); *Miranda v. Guess? Retail, Inc.* (Cal. Ct. App. June 25, 2024, No. B323439) 2024 WL
26 3158208 (reversing dismissal of PAGA claim based on standing and manageability); *Fredeen v.*
27 *California Cemetery and Funeral Services, LLC* (Cal. Ct. App., June 11, 2024, No. B326031)
28 2024 WL 2930024 (affirming denial of motion to compel arbitration based on unconscionability);

1 *Hegemier v. A Better Life Recovery, LLC* (Cal. Ct. App., Apr. 22, 2024, No. G061892) 2024 WL
2 1710164 (affirming denial of motion to compel arbitration of PAGA claim); *Morales v. Garfield*
3 *Beach CVS, LLC* (Cal.App. 2 Dist., 2024) 2024 WL 356877, review granted, May 1, 2024, No.
4 S284011, review dism. and cause remanded Oct. 30, 2024 (affirming approval of putative class
5 action and PAGA settlement, denying motion to intervene and denying motion to vacate the
6 judgment); *Gabourel v. Luxottica of America, Inc.* (9th Cir., Jan. 24, 2024, No. 23-55185), 2024
7 WL 260963 (affirming order denying motion to compel arbitration); *Brown v. Cedars-Sinai*
8 *Medical Center* (Cal. Ct. App., Dec. 6, 2023, No. B324446) 2023 WL 8442072 (affirming order
9 denying petition to compel arbitration); *Schwade v. South Pasadena Rehabilitation Center, LLC*
10 (Cal. Ct. App., Dec. 5, 2023, No. B318644) 2023 WL 8414880 (reversing costs award to
11 defendants in Labor Code action); *Mendocino Farms Wage and Hour Cases* (Cal. Ct. App., Dec.
12 4, 2023, No. C096869) 2023 WL 8376119 (affirming approval of class action settlement);
13 *Haaverson v. Tavistock Freebirds, LLC* (Cal. Ct. App., Aug. 18, 2023, No. A164043) 2023 WL
14 5318401 (affirming attorney fee award in PAGA case); *Madeira v. Converse, Inc.* (9th Cir. Aug.
15 16, 2023, No. 22-55161) 2023 WL 5275011 (reversing denial of class certification for regular rate
16 of pay subclass); *Rojas v. Glenair, Inc.* (Cal. Ct. App. Aug. 3, 2020) No. B302402, 2020 WL
17 4435156 (reversing order sustaining demurrer without leave to amend under relation-back
18 theory); *Navarro v. 4 Earth Farms, Inc.* (Cal. Ct. App. Feb. 8, 2019) No. B284853, 2019 WL
19 493781 (affirming judgment in sexual harassment jury trial); *Soto v. Superior Court of San*
20 *Bernardino Cty.* (Cal. Ct. App. Sept. 9, 2019) No. E071920, 2019 WL 4254631 (writ issued);
21 *Pauley v. CF Entertainment* (9th Cir. 2019) 773 F. App'x 357 (reversing order dismissing
22 comedy writers' claims against their employer for violation of the Labor Code and against their
23 union for breach of duty of fair representation); *Pauley v. CF Entertainment* (9th Cir. 2016) 646
24 F. App'x 498 (same); *Olivares v. Fountain Valley Regional Hospital and Medical Center* (Cal.
25 Ct. App., Jan. 9, 2018) 2018 WL 330134 (affirming order denying motion to compel arbitration);
26 *Christman v. Apple Am. Grp. II, LLC* (Cal. Ct. App. Oct. 4, 2017) No. B271937, 2017 WL
27 4402124 (affirming denial of motion to compel arbitration of PAGA claim); *Odom v. Los Angeles*
28 *Community College District*, No. S290976 (request for depublication of opinion granted by

1 California Supreme Court); *Cacho v. Eurostar, Inc.*, No. S260295 (same); and *Starks v. Vortex*
2 *Industries, Inc.*, No S264854 (same).

3 46. I am a Shareholder at MLG. I graduated *summa cum laude* from Princeton
4 University in 1995, and I was elected to Phi Beta Kappa. I received my J.D. from the University
5 of California, Los Angeles School of Law in 2009. I became a member of the State Bar of
6 California in December 2009, and have been an active member in good standing continuously
7 since then. At MLG, I have exclusively represented employees in wage and hour class actions,
8 PAGA actions, cases under the Fair Employment and Housing Act (“FEHA”), and cases filed
9 under ERISA. I have been appointed Class Counsel in several employment class actions in state
10 and federal court. I have argued appeals in the California Courts of Appeal, which resulted in
11 decisions advancing workers’ rights, including *Tellez v. Rich Voss Trucking, Inc.* (2015) 240
12 Cal. App. 4th 1052, a published opinion reversing the trial court’s order denying class
13 certification and *Olivares v. Fountain Valley Regional Hospital and Medical Center* (Cal. Ct.
14 App., Jan. 9, 2018, No. G053514) 2018 WL 330134, a case in which the Court of Appeal
15 affirmed the denial of a motion to compel arbitration of a wage and hour class action. I co-
16 authored, with Vanessa M. Rodriguez, an article on “me-too” evidence, entitled “The
17 Compelling Evidence of Me Too,” in the September 2019 edition of *Los Angeles Lawyer*
18 magazine (Volume 42, No. 6, pp. 26-30). I was selected to the Southern California Rising Stars
19 list in 2016, 2017, 2018, and 2019, and I was selected to Southern California Super Lawyers in
20 2024, 2025, and 2026.

21 47. Associate Attorney Erin R. Hutchins received her undergraduate degree from the
22 University of British Columbia in 2019 and graduated *magna cum laude* from the University of
23 California College of the Law, San Francisco (formerly UC Hastings) in 2022. Ms. Hutchins was
24 admitted to the State Bar of California in December 2022 and has been an active member in good
25 standing continuously since then. Ms. Hutchins began working in litigation during the summer
26 after her second year of law school in 2021 and has been practicing plaintiff-side employment law
27 since May 2023, working on both class action and individual cases.

28 48. I am not aware of any conflicts of interest between MLG and the Class Members.

1 49. MLG has sufficient resources to vigorously pursue the claims on behalf of the
2 Class.

3 50. The requested fee percentage (one-third of the GSA) is less than that charged by
4 my firm for other employment cases. MLG has invested significant time and resources into this
5 case, with payment deferred to the end and entirely contingent on the outcome. The efforts
6 expended by my firm thus far include, but are not limited to, the following: researching
7 Defendant's wage and hour practices; researching Plaintiff's claims and Defendant's anticipated
8 defenses; conducting interviews with Plaintiff and reviewing documents, including wage
9 statements and other information provided by him; preparing a PAGA notice letter; obtaining
10 personnel records for Plaintiff; preparing the complaint; meeting and conferring with Defendant's
11 counsel to obtain relevant documents and information, including but not limited to, employees'
12 timekeeping and payroll records and Defendant's policies; communicating with Plaintiff
13 regularly; retaining and working with an expert in data analysis to analyze the timekeeping and
14 payroll data; drafting the mediation brief; preparing for and attending the mediation; retaining and
15 working with a forensic accountant to analyze Defendant's financial documents; attending a call
16 with Plaintiff's forensic accountant and Defendant's CFO; drafting, negotiating, and revising the
17 Settlement Agreement, the Class Notice, and the Amendment; and preparing the motion for
18 preliminary approval papers.

19 **Settlement Administrator**

20 51. The Parties have agreed to use Xpand Legal Consulting LLC ("Xpand") as the
21 third-party Settlement Administrator and request that the Court appoint Xpand to administer the
22 Settlement. The Agreement provides that the Administrator will be paid no more than \$8,000 to
23 administer the Settlement. Xpand has submitted a not-to-exceed estimate of \$6,500 for a class
24 size of 300. Xpand has agreed to be bound by the Agreement and to perform, as a fiduciary, all
25 duties specified in the Agreement in exchange for payment of the aforementioned
26 Administration Expenses. Given the size of the Class and the scope of the duties to be
27 performed by Xpand, I believe this amount is reasonable. No one at MLG has any financial
28 interest in or otherwise has a relationship with Xpand that would create a conflict of interest.

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 24, 2026 at El Segundo, California.

MATTHEW W. GORDON

EXHIBIT A



MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

August 25, 2023

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street
Suite 801
Oakland, CA 94612

**Via Certified U.S. Mail – Return
Receipt Requested**

Skyline Solar, LLC
c/o Agent 1505 Corporation
Cogency Global Inc.
1325 J Street
Suite 1550
Sacramento, CA 95814

**Via Certified U.S. Mail – Return
Receipt Requested**

Skyline Security Management, Inc.
c/o Agent 1505 Corporation
Cogency Global Inc.
1325 J Street
Suite 1550
Sacramento, CA 95814

Via E-mail:

Nicole Golob Minkow, Esq.
Melissa Huether, Esq.
FISHER & PHILLIPS LLP
444 South Flower Street
Suite 1500
Los Angeles, CA 90071
Email: ngolob@fisherphillips.com
mhuether@fisherphillips.com

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Albert Rudy Garcia
Employers: Skyline Solar, LLC and Skyline Security Management, Inc.

To Whom It May Concern:

This office represents Albert Rudy Garcia (“Mr. Garcia”), who was jointly employed by Skyline Solar, LLC and Skyline Security Management, Inc. (collectively, “Skyline”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 16-2001, which Mr. Garcia alleges Skyline has violated, including the facts and theories to support the alleged violations. Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Skyline in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Skyline. Enclosed please find a draft of Skyline’s proposed complaint, which is incorporated by reference into this notice. Pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B), our office is submitting a \$75.00 filing fee to the Accounting Unit of the Department of Industrial Relations.

MATERN LAW GROUP, PC

August 25, 2023

Page 2 of 9

This letter also serves as notice of Mr. Garcia's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Garcia's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential representative action on behalf of Skyline's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 16-2001, §§ 10-11; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 16-2001, §§ 10(F) and 11(D); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 16-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 16-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 16-2001, § 6; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Garcia on behalf of himself and all other similarly-situated current and former non-exempt employees of Skyline in the State of California during the one year preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay at the regular rate of pay for each workday a meal period was not provided; employees were not provided one hour of pay at the regular rate of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law.¹ Given the overtime, meal period and rest period violations and Skyline's failure to compensate its employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Skyline's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

August 25, 2023

Page 3 of 9

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 16-2001, § 10, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Mr. Garcia and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 16-2001, § 10. Skyline failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Garcia’s and other aggrieved employees’ meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. Skyline consistently failed to provide Mr. Garcia and other aggrieved employees meal breaks because Mr. Garcia and other aggrieved employees were given too much work to perform to take meal breaks.

Skyline further violated Labor Code § 226.7 and Wage Order No. 16-2001 by failing to compensate Mr. Garcia and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee’s regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 16-2001, § 11, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Mr. Garcia and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 16-2001. Skyline failed to authorize and permit its employees to take required rest periods. Skyline consistently failed to authorize and permit Mr. Garcia and other similarly-situated individuals to take rest breaks because Mr. Garcia and other similarly-situated individuals were given too much work to perform to take rest breaks. When Mr. Garcia and other aggrieved employees were able to take rest breaks, Skyline failed to authorize and permit Mr. Garcia and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

August 25, 2023

Page 4 of 9

Skyline further violated Labor Code § 226.7 and Wage Order No. 16-2001, § 11 by failing to pay Mr. Garcia and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 16-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Mr. Garcia and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 16-2001, § 4. Skyline failed to pay Mr. Garcia and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Garcia and other similarly-situated individuals to work off-the-clock, including requiring, suffering, or permitting Mr. Garcia and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Garcia and other aggrieved employees; and other methods to be discovered.

Skyline's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 16-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 16-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Garcia and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 16-2001. Skyline failed to compensate Mr. Garcia and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 16-2001, § 3, including but not limited to failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, suffering or permitting Mr. Garcia and other aggrieved employees to work off-the-clock, including requiring, suffering, or permitting Mr. Garcia and other aggrieved employees to work through meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Garcia and other aggrieved employees; and other methods to be discovered.

MATERN LAW GROUP, PC

August 25, 2023

Page 5 of 9

In violation of California law, Skyline has refused to perform its obligations to compensate Mr. Garcia and other aggrieved employees for all wages earned and all hours worked. Skyline's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 16-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Skyline failed to pay Mr. Garcia and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, Skyline required Mr. Garcia and other aggrieved employees to work off-the-clock without compensation, including requiring Mr. Garcia and other aggrieved employees to work through required meal breaks without compensation. Additionally, Skyline failed to pay Mr. Garcia and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

Skyline also failed to pay Mr. Garcia and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Skyline knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Garcia and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours' previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

August 25, 2023

Page 6 of 9

Skyline willfully failed to pay accrued wages and other compensation to Mr. Garcia and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because Skyline required Mr. Garcia and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Mr. Garcia and other aggrieved employees the proper premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Skyline failed and continues to fail to pay the full earned and unpaid wages due to Mr. Garcia and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Skyline failed to provide Mr. Garcia and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Mr. Garcia and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 16-2001, § 6.

Specifically, Skyline had knowledge it was not providing employees with proper meal and rest breaks; nevertheless, Skyline knowingly failed to include in the wage statements the extra hour of compensation at the regular rate of pay owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Mr. Garcia and other aggrieved employees lost wages. In addition, Skyline had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet Skyline knowingly failed to include this time worked in the wage statements. As a result, Mr. Garcia and other aggrieved employees lost wages. Skyline also did not properly calculate the regular rate of pay of Mr. Garcia and other aggrieved employees. As a result, Mr. Garcia's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

August 25, 2023

Page 7 of 9

Failure to Maintain Required Records

Skyline failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 16-2001, § 6, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, Skyline had knowledge it was not providing employees with proper meal and rest breaks; nevertheless, Skyline knowingly failed to include in the wage statements the extra hour of compensation at the regular rate of pay owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, Skyline had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet Skyline knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer. Skyline failed to indemnify Mr. Garcia and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Skyline, including but not limited to expenses for cell phone usage, tools, and other employment-related expenses, in violation of Labor Code § 2802.

This notice is hereby given to Skyline and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of Skyline, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

MATERN LAW GROUP, PC

August 25, 2023

Page 8 of 9

This notice shall further represent Mr. Garcia's reasonable attempt to settle his dispute with Skyline prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Skyline of Mr. Garcia's aforementioned grievances and the proposed remedies as detailed below, while affording Skyline reasonable opportunity to meet Mr. Garcia's demands.

Demand is hereby made that Skyline shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Skyline shall pay Mr. Garcia and all other similarly-situated persons employed by Skyline at any time during the past 12 months back pay and compensation for the above-referenced violations.

2. Skyline shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.

3. Skyline shall conduct a survey or interview all current and former non-exempt employees in California during the past 12 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for cell phones, tools, or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.

4. Skyline shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Skyline also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Skyline shall reimburse those employees who were forced to pay for any business expenses incurred for Skyline's benefit, including but not limited to cell phones and tools.

6. Skyline shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.

7. Skyline shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

8. Skyline shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 16-2001, § 18.

MATERN LAW GROUP, PC

August 25, 2023

Page 9 of 9

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the LWDA or Skyline require additional information regarding Mr. Garcia's allegations.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in black ink that reads "Erin Hutchins". The signature is written in a cursive, flowing style.

Erin R. Hutchins, Esq.
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Attorneys for Plaintiff
ALBERT RUDY GARCIA, individually, and
on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ALBERT RUDY GARCIA, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

SKYLINE SOLAR, LLC, a Nevada limited
liability company; SKYLINE SECURITY
MANAGEMENT, INC., a California
corporation; and DOES 1 through 50, inclusive,
Defendants.

CASE NO.:

CLASS ACTION

[DRAFT] COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff ALBERT RUDY GARCIA (“PLAINTIFF”), an individual, demanding a jury
2 trial, on behalf of himself and all other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California, and Defendants SKYLINE SOLAR, LLC, a
6 Nevada limited liability company, SKYLINE SECURITY MANAGEMENT, INC., a California
7 corporation, and DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified to do business
8 in California and regularly conduct business in California. Further, no federal question is at issue
9 because the claims are based solely on California law.

10 2. Venue is proper in this judicial district and the County of Los Angeles, California
11 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
12 in the County of Los Angeles, DEFENDANTS maintain offices and facilities and transact
13 business in the County of Los Angeles, and DEFENDANTS’ illegal payroll policies and practices
14 which are the subject of this action were applied, at least in part, to PLAINTIFF, and other
15 persons similarly situated, in the County of Los Angeles.

16 **PLAINTIFF**

17 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
18 of DEFENDANTS during the relevant time period.

19 4. PLAINTIFF, on behalf of himself and all other similarly situated current and
20 former non-exempt employees of DEFENDANTS in the State of California at any time during
21 the four years preceding the filing of this action, and continuing while this action is pending,
22 brings this class action to recover, among other things, wages and penalties from unpaid wages
23 earned and due, including but not limited to unpaid minimum wages, unpaid and illegally
24 calculated overtime compensation, illegal meal and rest period policies, failure to pay all wages
25 due to discharged and quitting employees, failure to indemnify employees for necessary
26 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
27 itemized wage statements, failure to maintain required records, and interest, attorneys’ fees, costs,
28 and expenses.

5. PLAINTIFF brings this action on behalf of himself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning four (4) years prior to the filing of this action and ending at the time this action settles or the class is certified (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant SKYLINE SOLAR, LLC, a Nevada limited liability company, is, and at all times relevant hereto was, a Nevada limited liability company. PLAINTIFF is further informed and believes, and thereon alleges, that SKYLINE SOLAR, LLC, a Nevada limited liability company, is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant SKYLINE SOLAR, LLC, a Nevada limited liability company, maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant SKYLINE SECURITY MANAGEMENT, INC., a California corporation, is, and at all times relevant hereto was, a California corporation. PLAINTIFF is further informed and believes, and thereon alleges, that SKYLINE SECURITY MANAGEMENT, INC., a California corporation, is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant SKYLINE SECURITY MANAGEMENT, INC., a California corporation, maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of Los Angeles, State of California.

8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were

proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the court to amend this Complaint to allege their true names and capacities of such DOE Defendants when ascertained.

9. At all relevant times herein, DEFENDANTS were the joint employers of PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions, affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible, of each other. Each Defendant was completely dominated by his, her or its co-Defendant, and each was the alter ego of the other.

10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed by DEFENDANTS under employment agreements that were partly written, partly oral, and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF and CLASS MEMBERS all wages earned and due, through methods and schemes which include, but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records; failing to provide accurate itemized statements for each pay period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring, permitting or suffering the employees to work off the clock, in violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

11. PLAINTIFF is informed and believes, and thereon allege, that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of, each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any provision regulating minimum wages or hours and days of work in any order of the Industrial

1 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

2 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
3 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
4 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
5 Court.

6 **CLASS ACTION ALLEGATIONS**

7 14. This action is appropriately suited for a Class Action because:

8 a. The potential class is a significant number. Joinder of all current and
9 former employees individually would be impractical.

10 b. This action involves common questions of law and fact to the potential
11 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
12 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
13 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
14 business practices arising from such violations.

15 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
16 subjected all non-exempt employees to identical violations of the Labor Code, the applicable
17 IWC wage order, and the Business and Professions Code.

18 d. PLAINTIFF is able to fairly and adequately protect the interests of all
19 members of the class because it is in his best interests to prosecute the claims alleged herein to
20 obtain full compensation due to them for all services rendered and hours worked.

21 **FIRST CAUSE OF ACTION**

22 **Failure to Provide Required Meal Periods**

23 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 16-2001, § 10]**

24 **(Against all DEFENDANTS)**

25 15. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
26 allegations in the foregoing paragraphs.

27 16. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
28 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS

1 required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
2 the 30-minute meal period, or to work through them, and have failed to otherwise provide the
3 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
4 § 226.7, 512 and IWC Order No. 16-2001, § 10.

5 17. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
6 Order No. 16-2001, § 10 by failing to compensate PLAINTIFF and CLASS MEMBERS who
7 were not provided with a meal period, in accordance with the applicable wage order, one
8 additional hour of compensation at each employee's regular rate of pay for each workday that a
9 meal period was not provided.

10 18. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
11 1197, and IWC Wage Order No. 16-2001 by failing to compensate PLAINTIFF and CLASS
12 MEMBERS for all hours worked during their meal periods.

13 19. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
14 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
15 earned and due, interest, penalties, expenses, and costs of suit.

16 **SECOND CAUSE OF ACTION**

17 **Failure to Provide Required Rest Periods**

18 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 16-2001, § 11]**

19 **(Against all DEFENDANTS)**

20 20. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the foregoing paragraphs.

22 21. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
23 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
24 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
25 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 16-2001, § 11.

26 22. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
27 Order No. 16-2001, § 11 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
28 provided with a rest period, in accordance with the applicable wage order, one additional hour of

1 compensation at each employee's regular rate of pay for each workday that a rest period was not
2 provided.

3 23. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
4 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
5 earned and due, interest, penalties, expenses, and costs of suit.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Pay Overtime Wages**

8 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 16-2001, § 3]**

9 **(Against all DEFENDANTS)**

10 24. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in the foregoing paragraphs.

12 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 16-
13 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
14 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
15 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
16 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
17 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
18 on the seventh consecutive day of work in any workweek.

19 26. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
20 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
21 Order No. 16-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
22 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
23 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
24 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
25 California Labor Code §§ 510, 1194, and IWC Wage Order No. 16-2001, § 3; requiring,
26 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
27 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
28 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS

1 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
2 provide accurate itemized wage statements to PLAINTIFF for each pay period; and other
3 methods to be discovered.

4 27. In violation of California law, DEFENDANTS have knowingly and willfully
5 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
6 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
7 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
8 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
9 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
10 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

11 28. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
12 1194, 1198 and IWC Wage Order No. 16-2001, § 3. Therefore, pursuant to California Labor
13 Code §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California
14 Labor Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover
15 the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
16 fees, expenses, and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay Minimum Wages**

19 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 16-2001, § 4]**

20 **(Against all DEFENDANTS)**

21 29. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 30. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 16-
24 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
25 worked in a payroll period is unlawful.

26 31. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
27 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,

1 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
2 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
3 worked; failing to properly maintain PLAINTIFF's and CLASS MEMBERS' records; failing to
4 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
5 period; and other methods to be discovered.

6 32. DEFENDANTS' conduct described herein violates California Labor Code §§
7 1194, 1197, and IWC Wage Order No. 16-2001, § 4. As a proximate result of the aforementioned
8 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
9 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
10 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
11 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
12 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

13 **FIFTH CAUSE OF ACTION**

14 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

15 **[Cal. Labor Code §§ 201, 202, 203]**

16 **(Against all DEFENDANTS)**

17 33. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 34. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
20 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
21 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
22 and unpaid at the time of discharge are due and payable immediately.

23 35. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
24 required to pay all accrued wages due to an employee no later than 72 hours after the employee
25 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
26 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

27 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
28 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is

1 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
2 compensation to the employee at the same rate for up to 30 workdays.

3 37. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
4 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
5 California Labor Code §§ 201 and 202.

6 38. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
7 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
8 together with interest thereon, as well as other available remedies.

9 39. As a proximate result of DEFENDANTS' unlawful actions and omissions,
10 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
11 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
12 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant
13 to California Labor Code §§ 1194 and 2699.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Furnish Accurate Itemized Wage Statements**

16 **[Cal. Labor Code § 226; IWC Wage Order No. 16-2001, § 6]**

17 **(Against all DEFENDANTS)**

18 40. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 41. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
21 PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in
22 writing showing each employee's gross wages earned, total hours worked, the number of piece-
23 rate units earned and any applicable piece rate, all deductions made, net wages earned, the name
24 and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, the
25 inclusive dates of the period for which the employee is paid, only the last four digits of the
26 employees social security number or an employee identification number other than a social
27 security number, and all applicable hourly rates in effect during each pay period and the
28 corresponding number of hours worked at each hourly rate, in violation of California Labor Code

1 § 226 and IWC Wage Order No. 16-2001, § 6.

2 42. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
3 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
4 statements in accordance with California Labor Code § 226(a).

5 43. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
7 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
8 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
9 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
10 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
11 California Labor Code § 226(e), as well as other available remedies.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of** 14 **Duties**

15 **[Cal. Labor Code § 2802]**

16 **(Against all DEFENDANTS)**

17 44. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 45. California Labor Code § 2802(a) requires an employer to indemnify an employee
20 for all necessary expenditures or losses incurred by the employee in direct consequence of the
21 discharge of his or her duties, or of his or her obedience to the directions of the employer.

22 46. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
23 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
24 in direct consequence of the discharge of their duties while working under the direction of
25 DEFENDANTS, including but not limited to expenses for cell phone usage, tools, and other
26 employment-related expenses, in violation of California Labor Code § 2802.

27 47. As a proximate result of DEFENDANTS' unlawful actions and omissions,
28 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at

1 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
2 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
3 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
4 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
5 available remedies.

6 **EIGHTH CAUSE OF ACTION**

7 **Unfair and Unlawful Business Practices**

8 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

9 **(Against all DEFENDANTS)**

10 48. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in the foregoing paragraphs.

12 49. Each and every one of DEFENDANTS' acts and omissions in violation of the
13 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
14 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
15 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
16 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
17 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
18 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
19 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
20 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
21 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
22 under California Business and Professions Code § 17200 et seq.

23 50. DEFENDANTS' violations of California wage and hour laws constitute a business
24 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
25 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
26 CLASS MEMBERS.

27 51. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
28 rest periods, and other benefits as required by the California Labor Code, the California Code of

1 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
2 record, report, and pay the correct sums of assessment to the state authorities under the California
3 Labor Code and other applicable regulations.

4 52. As a result of DEFENDANTS' unfair and unlawful business practices,
5 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
6 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
7 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
8 MEMBERS.

9 53. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
10 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
11 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
12 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
13 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
14 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
15 jurisdiction of this Court.

16 **NINTH CAUSE OF ACTION**

17 **Representative Action for Civil Penalties**

18 **[Cal. Labor Code §§ 2698–2699.5]**

19 **(Against All DEFENDANTS)**

20 54. PLAINTIFF incorporates herein by specific reference as though fully set forth the
21 allegations in all preceding paragraphs, with exception of the allegations in paragraph 14 and the
22 subparagraphs thereto.

23 55. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
24 Code § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
25 current and former non-exempt employees of DEFENDANTS during the relevant statutory period
26 (“AGGRIEVED EMPLOYEES”) pursuant to the procedures specified in California Labor Code
27 § 2699.3, because PLAINTIFF and AGGRIEVED EMPLOYEES were employed by
28 DEFENDANTS and the alleged violations of the California Labor Code were committed against

1 PLAINTIFF and AGGRIEVED EMPLOYEES.

2 56. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
3 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
4 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 256, 558, 1174.5, 1197.1,
5 and IWC Wage Order No. 16-2001, § 18, from DEFENDANTS in a representative action on
6 behalf of the State of California and AGGRIEVED EMPLOYEES for the violations set forth
7 above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204,
8 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. PLAINTIFF is also entitled to an award
9 of reasonable attorneys’ fees and costs pursuant to California Labor Code § 2699(g)(1).

10 57. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
11 August 25, 2023 by online filing to the California Labor and Workforce Development Agency
12 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the California
13 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
14 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
15 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

16 58. Therefore, PLAINTIFF has complied with all of the requirements set forth in
17 California Labor Code § 2699.3 to commence a representative action under PAGA.

18 **PRAYER FOR RELIEF**

19 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
20 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
21 and each of them, as follows:

- 22 1. For compensatory damages in an amount to be ascertained at trial;
- 23 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
24 as disgorged profits from DEFENDANTS’ unfair and unlawful business practices;
- 25 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
26 and IWC Wage Order No. 16-2001;
- 27 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 28 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from

1 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
2 from engaging in the unlawful business practices complained of herein;

3 6. For waiting time penalties pursuant to California Labor Code § 203;

4 7. For statutory and civil penalties according to proof, including but not limited to all
5 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;

6 8. For interest on the unpaid wages at 10% per annum pursuant to California Labor
7 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
8 provision providing for pre-judgment interest;

9 9. For reasonable attorneys’ fees and costs pursuant to California Labor Code
10 §§ 218.5, 226, 1194, 2802, California Civil Code § 1021.5, and any other applicable provisions
11 providing for attorneys’ fees and costs;

12 10. For declaratory relief;

13 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
14 Seventh, and Eighth Causes of Action as a class action;

15 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF’s
16 counsel as class counsel; and

17 13. For such further relief that the Court may deem just and proper.

18 DATED:

Respectfully submitted,

20 MATERN LAW GROUP, PC

22 By:

23 MATTHEW J. MATERN
24 MATTHEW W. GORDON
25 ERIN R. HUTCHINS
Attorneys for Plaintiff
26 ALBERT RUDY GARCIA, individually,
27 and on behalf of all others similarly situated
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DATED:

MATERN LAW GROUP, PC

MATTHEW J. MATERN
MATTHEW W. GORDON
ERIN R. HUTCHINS
Attorneys for Plaintiff
ALBERT RUDY GARCIA, individually,
and on behalf of all others similarly situated

EXHIBIT B

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Albert Rudy Garcia (“Plaintiff”) and Defendant Skyline Solar, LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Albert Rudy Garcia vs. Skyline Solar, LLC, et al.*, Los Angeles County Superior Court Case No. 24STCV06118 initiated on March 11, 2024 and pending in the Court.
- 1.2 “Administrator” means Xpand Legal Consulting LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means all current and former non-exempt employees of Defendant in the State of California at any time during the PAGA Period.
- 1.5 “Class” means all current and former non-exempt employees of Defendant in the State of California at any time during the Class Period.
- 1.6 “Class Counsel” means Matern Law Group, PC, including Matthew J. Matern, Matthew W. Gordon, and Erin R. Hutchins.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

- 1.10 “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from March 11, 2020 through April 4, 2026.
- 1.13 “Class Representative” means Plaintiff Albert Rudy Garcia.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendant” means named Defendant Skyline Solar, LLC.
- 1.17 “Defense Counsel” means Nicole Golob Minkow and Melissa Huether of Fisher & Phillips LLP.
- 1.18 “Effective Date” means the date on which the Judgment becomes 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 (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$175,000.00 which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, and the Administration Expenses Payment.

- 1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share (25%) of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.30 “PAGA Period” means the period from January 5, 2023 through April 4, 2026.
- 1.31 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.32 “PAGA Notice” means Plaintiff’s August 25, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.33 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to the LWDA in settlement of PAGA claims.

- 1.34 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.35 “Plaintiff” means Plaintiff Albert Rudy Garcia, the named plaintiff in the Action.
- 1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.
- 1.37 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.39 “Released Parties” means Defendant and each of its former and present parents, subsidiaries, directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns.
- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41 “Response Deadline” means 60 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion, (b) fax, email or mail objections to the Settlement, or (c) fax, email, or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.43 “Workweek” means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS

- 2.1 On March 11, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendant for violation of the California Labor Code Private Attorneys General Act (the “Operative Complaint”). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on August 25, 2023.

- 2.3 On February 24, 2025, the Parties participated in an all-day mediation presided over by Todd A. Smith, Esq., which led to this Agreement following subsequent settlement negotiations through the assistance of the mediator.
- 2.4 Before mediation, Plaintiff obtained, through informal discovery, documents and information. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification.
- 2.6 The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. RECITALS

- 3.1 Gross Settlement Amount. Defendant promises to pay \$175,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portion (as defined below) of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount or any payroll taxes before the deadline stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment of not more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than one-third, which is currently estimated to be \$58,333.33, and a Class Counsel Litigation Expenses Payment of not more than \$45,000.00. Defendant will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek

Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$8,000.00 except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than \$8,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$5,000.00 to be paid from the Gross Settlement Amount, with 75% (\$3,750.00)

allocated to the LWDA PAGA Payment and 25% (\$1,250) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$1,250.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1 Class Size Estimates. Based on a review of its records to date, Defendant estimates there are 208 Class Members who collectively worked a total of 7,865 Workweeks, and 188 Aggrieved Employees who worked a total of 3,549 PAGA Pay Periods.

4.2 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting fifty percent (50%) of the funds to the Administrator within 14 days of the Effective Date and the remaining fifty percent (50%) of the funds to the Administrator no later than six (6) months after the Effective Date.

4.3 Payments from the Gross Settlement Amount. Within 14 days after Defendant fully funds the Gross Settlement Amount (i.e., after Defendant makes the second payment), the Administrator will mail checks or transmit funds for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members who are also Aggrieved Employees a single

check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.3.2 The Administrator must conduct an Address Search for all Class Members and Aggrieved Employees whose checks are returned undelivered without a United States Postal Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail the check to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Class Members or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member or Aggrieved Employee whose original check was lost or misplaced, as requested by the Class Member or Aggrieved Employee before the void date.
- 4.3.3 For any Class Member whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such check to the California State Controller's Office of Unclaimed Property in the name and the amount of the Class Member who did not cash their check consistent with Code of Civil Procedure section 384, subdivision (b).
- 4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
- 5.2 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:

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.

- 5.3 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including but not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages at termination, and violations of California Business and Professions Code section 17200, et seq. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.
- 5.4 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period, including but not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, and failure to timely pay wages at termination.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel the proposed order necessary for obtaining Preliminary Approval three (3) days before filing the motion for preliminary approval. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 60 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

- 7.1 Selection of Administrator. The Parties have jointly selected Xpand Legal Consulting LLC to serve as the Administrator and verified that, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 Not later than 15 days after the Court grants Preliminary Approval, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks and PAGA Pay Periods in the Class Data.
- 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the number of Workweeks

and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.3 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4 The deadline for Class Members' written objections, challenges to Workweeks, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class

Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

- 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 5.2 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 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline to challenge the number of Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct if they are consistent with the Class Data. The Administrator's determination of allocations of Workweeks is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Workweeks and the Administrator's determination of the challenges.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.
- 7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.
- 7.8 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

- 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of February 3, 2026, there are 208 Class Members who collectively worked a total of 7,865 Workweeks during the Class Period, and 188 Aggrieved Employees who worked a total of 3,549 PAGA Periods. To the extent that the actual number of Workweeks exceeds 7,865 by more than 10%, the Gross Settlement Amount shall increase by the percentage amount above the 10% (*e.g.*, if the number of workweeks increases by 11%, Defendant shall increase the Gross Settlement Amount by 1%). Alternatively, Defendant has the option to end the Class Period and the PAGA Period at the date on which the number of Workweeks equals 8,652 (a 10% increase). Defendant must notify Class Counsel of the actual number of Workweeks during the Class Period no later than 30 days after the full execution of this Agreement. Defendant's counsel must notify Class Counsel of the actual number of Workweeks for all Class Members during the Class Period by 45 days after the full execution of the Agreement. If the Escalator Clause is triggered, Defendant's counsel must notify Class Counsel of the option Defendant elects to exercise (*i.e.*, increase the Gross Settlement Amount or truncate the end of the Class Period and PAGA Period) by 45 days after the full execution of the Agreement.
9. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (1), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide a draft of the proposed final order and judgment to Defense Counsel not later than three (3) days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)

enforcing this Agreement or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS**

12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, Defendant reserves the right to contest certification of any class for any reason, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Before Preliminary Approval. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except:

(1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts in good faith to implement the Settlement by, among other things, modifying the Settlement Agreement and submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during the Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Enforcement Action. In the event that one or more of the Parties initiates any legal action or other proceeding against any other Party or Parties to enforce the terms of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement action.
- 12.15 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendant unless, before the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.16 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17 Calendar Days. Unless otherwise noted, all references to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

12.19 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Date: 6/25, 2026

By:  (Jun 25, 2026 15:29:44 PDT)
Albert Rudy Garcia

Date: 7/22/26, 2026

By:  (Jul 22, 2026 14:36:49 PDT)
Skyline Solar, LLC

APPROVED AS TO FORM AND CONTENT:

MATERN LAW GROUP, PC

Date: June 26, 2026

By: 
Matthew W. Gordon
Attorney for Plaintiff Albert Rudy Garcia

FISHER & PHILLIPS LLP

Date: 07/22, 2026

By: 
Nicole Golob
Melissa Huether
Attorneys for Defendant Skyline Solar, LLC

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Albert Rudy Garcia vs. Skyline Solar, LLC, et al., Case No. 24STCV06118

The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant Skyline Solar, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by a former employee Plaintiff Albert Rudy Garcia (“Plaintiff”) and seeks payment of (1) back wages and other relief for a class of non-exempt employees (“Class Members”) who worked for Defendant during the Class Period (March 11, 2020 to April 4, 2026); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Defendant during the PAGA Period (January 5, 2023 to April 4, 2026) (“Aggrieved Employees”). The proposed settlement has two main parts: (1) a class settlement requiring Defendant to fund individual class payments, and (2) a PAGA settlement requiring Defendant to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$XXXXXX (less withholding) and your individual PAGA payment is estimated to be \$XXXXXX**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to Defendant’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked XXXXXX workweeks** during the Class Period and **you worked XXXXXX pay periods** during the PAGA Period. If you believe that you worked more workweeks during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

- (1) Do Nothing.** You don’t have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against Defendant.
- (2) Opt Out of the Class Settlement.** You can exclude yourself from the class settlement (opt out) by submitting a written request for exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt out of the PAGA portion of the proposed settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this settlement (“Released Class Claims,” as defined fully below).
You can opt out of the class settlement but not the PAGA settlement. The opt-out deadline is XXXXX.	If you don’t want to fully participate in the proposed settlement, you can opt out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice. You cannot opt out of the PAGA portion of the proposed settlement. Defendant must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members can object to the class settlement but not the PAGA settlement. Written objections must be submitted by XXXXX.	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
You can participate in the Final Approval Hearing.	The Court’s final approval hearing is scheduled to take place on XXXXX. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You can challenge the calculation of your Workweeks/PAGA Pay Periods. Written challenges must be submitted by XXXXX.	The amount of your individual class payment and individual PAGA payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant’s records is stated on the first page of this notice. If you disagree with the number of Class Period workweeks, you must challenge it by XXXXX. See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing provide required meal periods, failing provide required rest periods, failing to pay overtime wages, failing to pay minimum wages, failing to pay all wages due to discharged and quitting employees, failing to furnish accurate itemized wage statements, failing to indemnify employees for necessary expenditures incurred in discharge of duties, and unfair and unlawful business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action: Matthew J. Matern, Matthew W. Gordon, and Erin R. Hutchins of Matern Law Group, PC.

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and Defendant have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$175,000.00 as the Gross Settlement Amount ("Gross Settlement"). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, Defendant will fund one-half of the Gross Settlement not more than 14 days after the judgment entered by the Court becomes final. Defendant will fund the remaining one-half of the Gross Settlement six months thereafter. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to \$58,333.33 (one-third of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$45,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$7,500.00 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment and any individual PAGA payment.
 - C. Up to \$8,000.00 to the Administrator for services administering the settlement.

- D. Up to \$5,000.00 for PAGA penalties, allocated 75% to the LWDA and 25% to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making individual class payments to Participating Class Members based on their Class Period workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each individual class payment to taxable wages (“Wage Portion”) and 80% to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The individual PAGA payments are counted as penalties rather than wages for tax purposes. The Administrator will report the individual PAGA payments and the Non-Wage Portions of the individual class payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for individual class payments and individual PAGA payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will sent to the California State Controller, Office of Unclaimed Property in your name.
6. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than **XXXXXX**, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the **XXXXXX** response deadline. The request for exclusion should be a letter from the Class Member or Class Member’s representative setting forth the Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the settlement will be void, Defendant will not pay any money, and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, Xpand Legal Consulting LLC (the “Administrator”), to send this notice, calculate and make payments, and process Class Members’ requests for exclusion. The Administrator will also decide Class Member challenges over

Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator's contact information is contained in Section IX of this notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement (and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Defendant and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, and assigns ("Released Parties") from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period, including but not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, failure to timely pay wages at termination, and violations of California Business and Professions Code section 17200, et seq. ("Released Class Claims"). Except as set forth below regarding the Released PAGA Claims, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period, including but not limited to claims for failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to provide rest periods, failure to reimburse business expenses, failure to provide accurate wage statements, and failure to timely pay wages at termination ("Released PAGA Claims").

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$1,250 by the total number of PAGA Period pay periods worked by all Aggrieved

Employees and (b) multiplying the result by the number of PAGA Period pay periods worked by each individual Aggrieved Employee.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period, as recorded in Defendant's records, is stated in the first page of this notice. You have until **XXXXXX** to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section IX of this notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out) including those who also qualify as Aggrieved Employees. The single check will combine the individual class payment and the individual PAGA payment (if any).
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single individual PAGA payment check to every Aggrieved Employee who opts out of the class settlement.

Your check will be sent to the same address as this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information.

VI. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Albert Rudy Garcia vs. Skyline Solar, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by **XXXXXX**, or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) days before the final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class

Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at [XXXXXX](#) or the Court's website at <https://www.lacourt.ca.gov/home>.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [XXXXXX](#).** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action as *Albert Rudy Garcia vs. Skyline Solar, LLC* and include your name, current address, telephone number and approximate dates of employment for Defendant and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on [XXXXXX](#) at [XXXXXX](#) in Department SSC-1 of the Los Angeles Superior Court, Spring Street Courthouse located at 312 North Spring Street, Los Angeles, California 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website at <https://www.lacourt.ca.gov/home> beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to the Administrator's website at [XXXXXX](#). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 24STCV06118. You can also make an appointment to personally review court documents in the Clerk's Office.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Matthew J. Matern (mmatern@maternlawgroup.com)
Matthew W. Gordon (mgordon@maternlawgroup.com)
Erin R. Hutchins (ehutchins@maternlawgroup.com)
MATERN LAW GROUP, PC
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900

Settlement Administrator:

XPAND LEGAL CONSULTING LLC

Email Address:

Mailing Address:

Telephone:

Fax Number:

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT C

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

EXHIBIT D