Docusign Envelope ID: 46F354C9-9F41-8162-803A-467C915642A0

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Amendment to Class Action and PAGA Settlement Agreement and Class Notice (**"Amendment"**) is made by and between Plaintiffs Parker Crawley, Cassia Carraway, Charles Davis, and Huckleberry Taylor (together, **"Plaintiffs"**) and Defendants Nusun Power, LLC formerly known as Rise Energy, LLC, and Jordan Kent Binning (collectively, **"Defendants"**). Plaintiffs and Defendants are referred to collectively as the "Parties," or individually as a "Party."

RECITALS

A. The Parties executed the Class Action and PAGA Settlement Agreement and Class Notice in the action captioned *Crawley, et al. v. Rise Energy, LLC, et al.*, Orange County Superior Court Case No. 30-2023-01336866-CU-OE-CXC (the "Agreement"). Except as expressly amended below, all terms of the Agreement remain in full force and effect.

B. On June 18, 2026, the Court issued a minute order confirming its tentative ruling on Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, setting forth twenty-nine enumerated questions and comments and continuing the hearing to October 22, 2026. The Court directed that any required change be made by an amendment to the Agreement rather than by an amended settlement agreement.

C. The Parties enter into this Amendment to address those comments in the Court's June 18, 2026 order that call for a change to the Agreement. This Amendment makes no other change to the Agreement.

D. This Amendment is executed pursuant to Paragraph 12.9 of the Agreement, which provides that the Agreement may be amended only by an express written instrument signed by all Parties or their representatives and approved by the Court. Capitalized terms used but not defined in this Amendment have the meanings given in the Agreement.

NOW, THEREFORE, the Parties agree that the Agreement is amended as follows:

Docusign Envelope ID: 46F354C9-9F41-8162-803A-467C915642A0

I. AMENDMENTS RESPONSIVE TO THE COURT'S JUNE 18, 2026 ORDER

1. **Paragraph 1.41 (Released Parties).** Paragraph 1.41 is deleted in its entirety and replaced with the following:

> **Replacement text:**
>
> 1.41 "Released Parties" means: Defendants Nusun Power, LLC formerly known as Rise Energy, LLC, and Jordan Kent Binning, and their successors, their past or present officers, directors, shareholders, and employees.

2. **Paragraph 3.2.3 (Administration Expenses Payment).** Paragraph 3.2.3 is deleted in its entirety and replaced with the following:

> **Replacement text:**
>
> 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $16,950.00 as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $16,950.00, the Administrator will return the remainder to the Net Settlement Amount.

3. **Paragraph 3.2.2 (Class Counsel Fees and Litigation Expenses).** The first sentence of Paragraph 3.2.2 is deleted and replaced with the following; the remainder of Paragraph 3.2.2 is unchanged:

> **Existing text (first sentence):**
>
> To Class Counsel: A Class Counsel Fees Payment of not more than 35%, which is currently estimated to be $306,250.00 and a Class Counsel Litigation Expenses Payment of not more than $25,000.00.
>
> **Replacement text:**
>
> To Class Counsel: A Class Counsel Fees Payment of not more than $218,750.00, which is 25% of the Gross Settlement Amount, and a Class Counsel Litigation Expenses Payment of not more than $25,000.00.

4. **Paragraph 3.2.1 (Class Representative Service Payment).** The first sentence of Paragraph 3.2.1 is deleted and replaced with the following; the remainder of Paragraph 3.2.1 is unchanged:

Docusign Envelope ID: 46F354C9-9F41-8162-803A-467C915642A0

Existing text (first sentence):

To Plaintiffs: Class Representative Service Payment to the Class Representative of not more than $10,000.00 to each of the named Plaintiffs (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member).

Replacement text:

To Plaintiffs: A Class Representative Service Payment of not more than $2,500.00 to each of the named Plaintiffs, and not more than $10,000.00 in the aggregate (in addition to any Individual Class Payment and any Individual PAGA Payment each Plaintiff is entitled to receive as a Participating Class Member). No portion of any Class Representative Service Payment is consideration for any release given by any Plaintiff.

5. **Paragraph 2.6 (Representation Regarding Other Pending Matters).** Paragraph 2.6 is deleted in its entirety and replaced with the following:

Replacement text:

2.6 The Parties are aware of the following currently pending matters with overlapping claims that may be extinguished by the Settlement:

- *Steven Adkins vs. Rise Energy, LLC, et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2025-0013650;
- *David Kinna vs. Rise Energy, et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2025-0013623;
- *Talashia "Ruby" Lee vs. Rise Energy, et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2025-001365;
- *Bita Delshad vs. Rise Energy, LLC et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2025-0013813;
- *Jenna Simsik vs. Rise Energy, LLC et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2025-0013817;
- [1]*Menelik Reid vs. Rise Energy, LLC et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2026-0001004;

[1] The parties are aware of *Menelik Reid vs. Rise Energy, LLC et al,* San Joaquin Superior Court Case No. STK-CV-UOE-2025-0019188 (representative PAGA action), however the claims periods are not believed to temporally overlap.

Docusign Envelope ID: 46F354C9-9F41-8162-803A-467C915642A0

- *Omari Tolbert vs. Rise Energy, LLC et al,* Riverside Superior Court Case No. CVRI2601772; and
- *Hanief Glenn Clay vs. Rise Energy, LLC et al,* Riverside Superior Court Case No. CVRI2601460.

6. **Paragraph 5.2 (Release by Participating Class Members).** The heading and first clause of Paragraph 5.2 are deleted and replaced with the following; the remainder of Paragraph 5.2 is unchanged:

> **Existing text:**
>
> Release by Participating Class Members Who Are Not Allegedly Aggrieved Employees: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint.
>
> **Replacement text:**
>
> Release by Participating Class Members: All Participating Class Members, whether or not they also qualify as Allegedly Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. A Participating Class Member who also qualifies as an Allegedly Aggrieved Employee additionally releases the claims described in Paragraph 5.3.

7. **Paragraph 7.8.4 (Workweek and/or Pay Period Challenges).** Paragraph 7.8.4 is deleted in its entirety and replaced with the following:

> **Replacement text:**
>
> 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make the initial decision, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. As provided in Paragraph 7.6, the Parties shall file with the Court all disputes submitted by Class Members, the evidence submitted, and the resolution of the disputes, and the Court may review any decision made by the Administrator regarding a claim dispute.

8. **Section Numbering.** The following section headings, which appear without paragraph numbers at pages 15 through 17 of the Agreement, are numbered as follows, and all internal cross-references are construed accordingly:

Docusign Envelope ID: 46F354C9-9F41-8162-803A-467C915642A0

Paragraph 8: CLASS SIZE ESTIMATES and ESCALATOR CLAUSE

Paragraph 9: DEFENDANTS' RIGHT TO WITHDRAW

Paragraph 10: MOTION FOR FINAL APPROVAL (subparagraphs 10.1 through 10.5)

Paragraph 11: AMENDED JUDGMENT

9. **Exhibit A (Class Notice and Forms).** Exhibit A to the Agreement, comprising the Class Notice, the Workweek Dispute Form, the Objection to Settlement Form, and the Request for Exclusion Form, is deleted in its entirety and replaced with the revised Class Notice and forms attached to this Amendment as Exhibit 1, which shall be mailed in English with a Spanish translation. All references in the Agreement to the Class Notice or to Exhibit A refer to Exhibit 1 to this Amendment.

10. **Paragraphs 1.12, 1.30, 4.1, and 8 (Class Period, PAGA Period, and Class Size).** Defendants' records show that the number of Workweeks worked by Class Members exceeds 25,454 Workweeks, the threshold stated in Paragraph 8 of the Agreement. Pursuant to option (2) of Paragraph 8, Defendants elect to end the Class Period and the PAGA Period on June 20, 2024, the last day of the last pay period before the number of Workweeks exceeded 25,454. The Gross Settlement Amount therefore remains $875,000.00. Accordingly, the Agreement is amended as follows:

(a) Paragraph 1.12 is deleted in its entirety and replaced with the following: "1.12 'Class Period' means the period from July 17, 2020 through June 20, 2024."

(b) Paragraph 1.30 is deleted in its entirety and replaced with the following: "1.30 'PAGA Period' means the period from September 6, 2022 through June 20, 2024."

(c) Paragraph 4.1 is deleted in its entirety and replaced with the following: "4.1 Class Workweeks and Allegedly Aggrieved Employee Pay Periods. Based on a review of their records, Defendants represent that there are 2,105 Class Members who collectively worked a total of 25,297 Workweeks during the Class Period, and 1,754 Allegedly Aggrieved Employees who collectively worked a total of 18,533 PAGA Pay Periods during the PAGA Period."

(d) Each reference in the Agreement or in the Class Notice to the Class Period, the PAGA Period, or the released claims as ending on, or extending

Docusign Envelope ID: CFCFA36F-1AB6-8052-80A9-A44EB71ECF15

through, the date the Court grants Preliminary Approval means June 20, 2024.

II. GENERAL PROVISIONS

11. **No Other Changes.** Except as expressly set forth in this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment controls.

12. **Court Approval.** This Amendment is subject to approval by the Court pursuant to Paragraph 12.9 of the Agreement. If the Court declines to grant Preliminary Approval or Final Approval, or conditions approval on any further material change, the Parties will proceed as provided in Paragraphs 6.4 and 10.2 of the Agreement.

13. **Execution in Counterparts.** This Amendment may be executed in one or more counterparts, by facsimile, electronically (i.e., DocuSign), or email, each of which shall be accepted as an original, and all of which together shall constitute one and the same instrument.

14. **Applicable Law.** This Amendment shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

DocuSigned by:
8EE736302D31451...
Plaintiff PARKER CRAWLEY 10/9/2026

Signed by:
9640A47603E840B...
For NUSUN POWER, LLC fka RISE ENERGY, LLC
By: Jordan Binning
Its: CEO

DocuSigned by:
23AADC8F36694B3...
Plaintiff CASSIA CARRAWAY 10/10/2026

Signed by:
9640A47603E840B...
JORDAN KENT BINNING

DocuSigned by:
06A07175D8964F9...
Plaintiff CHARLES DAVIS 10/12/2026

Plaintiff HUCKLEBERRY TAYLOR

through, the date the Court grants Preliminary Approval means June 20, 2024.

II. GENERAL PROVISIONS

11. **No Other Changes.** Except as expressly set forth in this Amendment, all terms and conditions of the Agreement remain unchanged and in full force and effect. In the event of any conflict between this Amendment and the Agreement, this Amendment controls.

12. **Court Approval.** This Amendment is subject to approval by the Court pursuant to Paragraph 12.9 of the Agreement. If the Court declines to grant Preliminary Approval or Final Approval, or conditions approval on any further material change, the Parties will proceed as provided in Paragraphs 6.4 and 10.2 of the Agreement.

13. **Execution in Counterparts.** This Amendment may be executed in one or more counterparts, by facsimile, electronically (i.e., DocuSign), or email, each of which shall be accepted as an original, and all of which together shall constitute one and the same instrument.

14. **Applicable Law.** This Amendment shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the dates set forth below.

_____	_____
Plaintiff PARKER CRAWLEY	For NUSUN POWER, LLC fka RISE ENERGY, LLC By: _____ Its: _____
_____	_____
Plaintiff CASSIA CARRAWAY	JORDAN KENT BINNING
_____	Huckleberry Taylor _____
Plaintiff CHARLES DAVIS	Plaintiff HUCKLEBERRY TAYLOR

Docusign Envelope ID: 46F354C9-9F41-8162-803A-467C915642A0

APPROVED AS TO FORM:

SOLMER LAW CORPORATION

_____

Counsel For Plaintiffs Parker Crawley,

Cassia Carraway, Charles Davis, and Huckleberry Taylor

ELLISON LAW GROUP, APC

_____

Counsel For Plaintiffs Parker Crawley,

Cassia Carraway, Charles Davis, and Huckleberry Taylor

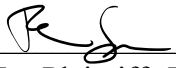
BUCHALTER LLC

_____

_ Counsel For Nusun Power, LLC fka Rise Energy, LLC, and Jordan Kent Binning

APPROVED AS TO FORM:

SOLMER LAW CORPORATION



Counsel For Plaintiffs Parker Crawley, Cassia Carraway, Charles Davis, and Huckleberry Taylor

ELLISON LAW GROUP, APC

Andrew C. Ellison

Counsel For Plaintiffs Parker Crawley, Cassia Carraway, Charles Davis, and Huckleberry Taylor

BUCHALTER LLC

Counsel For Rise Energy, LLC, Nusun Power, LLC, and Jordan Kent Binning