SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

(UNLIMITED JURISDICTION)

PARKER CRAWLEY, CASSIA CARRAWAY, CHARLES DAVIS, AND HUCKLEBERRY TAYLOR individually and on behalf of others similarly situated,

Plaintiffs,

vs.

RISE ENERGY, LLC, a limited liability company; NUSUN POWER, LLC, a limited liability; JORDAN KENT BINNING, an individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 30-2023-01336866-CU-OE-CXC
Assigned to: Hon. Melissa R. McCormick

CLASS ACTION
Complaint Filed: July 7, 2023
FAC Filed: August 15, 2023
SAC Filed: December 7, 2023

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

DATE: October 22, 2026
TIME: 2:00 P.M.
PLACE: Dept. CX105

This matter having come before this Court, with Andrew C. Ellison of Ellison Law Group, APC, and Lilit Solmer, Thomas Solmer and Christopher Adams of Solmer Law Corporation as Class Counsel appearing for Plaintiff and Buchalter, APC appearing for Defendants, having considered all briefs, evidence, and argument regarding Plaintiff's Motion for Preliminary Approval of Class and PAGA Action Settlement, which Defendant has not opposed, and for good cause appearing,

IT IS HEREBY ORDERED that as follows:

(1) Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Action Settlement is GRANTED as set forth herein.

(2) Upon preliminary examination, that the settlement set forth therein is within the range of reasonableness, and that a hearing should and will be held after notice to the Class to confirm that the Settlement is fair, adequate, and reasonable, and to determine whether a Judgment should be entered in this action based thereon. The Court preliminarily finds the settlement fair, adequate, and reasonable, and in the best interests of the class members.

(3) This Order Granting Preliminary Approval of Class and PAGA Action Settlement ("Preliminary Approval Order"), hereby incorporates by reference the definitions in the Settlement, and all terms used herein shall have the same meanings as set forth in that Settlement.

(4) a. The Court hereby GRANTS preliminary approval of the Settlement and certifies the class for purposes of settlement only. The Settlement Class is described as:

All setters, setter captains, closers, or managers who worked for Nusun in California between July 17, 2020 and June 20, 2024.

b. The aggrieved employees for purposes of the PAGA penalties are described as all setters, setter captains, closers, or managers who worked for Nusun in California between September 6, 2022 and June 20, 2024.

(5) This Court preliminarily approves the Settlement as set forth therein and finds that the Settlement is within the range of reasonableness as to Class Members and Defendant, was reached after substantial investigation and discovery, and is the product of good faith, arm's-length negotiations between the parties. This Court finds that the proposed release is appropriately tailored to the claims at-issue and that the allocation of payment among wages, penalties, and interest for tax purposes is reasonable. The gross settlement amount is $875,000.00. The settlement further calls for attorneys' fees not to exceed $218,750.00, attorneys' costs not to exceed $25,000.00, enhancement awards to each of the four named plaintiffs not to exceed $2,500.00 each, settlement administrator fees not to exceed $16,950.00, and total PAGA penalties of $50,000.00 of which $37,500.00 will be paid to the LWDA. Plaintiffs Huckleberry Taylor, Parker Crawley, Cassia Carraway, and Charles Davis are preliminarily

appointed as class representatives, and their attorneys Andrew Ellison of Ellison Law Group and Thomas Solmer, Lilit Solmer, and Christopher Adams of Solmer Law Corporation are preliminarily appointed as class counsel.

(6) The Court approves the Notice of Class and PAGA Action Settlement, in the general form attached to the Class Action and PAGA Settlement Agreement (the "Notice"). The Notice provides information on the meaning and nature of the Settlement Class, the terms and provisions of the Settlement, the manner in which payments to class members will be calculated, the application of Plaintiff's counsel for reimbursement of costs and attorney's fees, the Representative Plaintiff's request for a Class Representative Service Payment, the date, time, and place of the final approval/final fairness hearing, the procedures and deadlines for requesting exclusion from the Settlement Class and/or objecting to the Settlement. The Notice fully complies with the requirements of California law and due process, constitutes the best notice practicable under the circumstances, and is due and sufficient notice to all persons entitled to notice of the Settlement of the instant action.

(7) The Notice shall be provided to the members of the Settlement Class in the following manner:

a. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Plaintiff will provide to ILYM Group, Inc. ("Settlement Administrator") the Class Members' names, last-known addresses, e-mail addresses, and last-known telephone numbers, and the Parties shall jointly provide the workweek data during the Class Period

b. 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 Pay Periods in the Class Data.

c. Using best efforts to perform as soon as possible, and in no event later than 14 days after the Court's preliminary approval of the Settlement, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially 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/or Individual PAGA Payment 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.

d. Not later than 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.

e. The final approval hearing shall be held at 2:00 p.m. on Thursday April 15, 2027, in Department CX105 of this Court, to determine whether the proposed Settlement is fair, adequate, reasonable, and should be approved. Plaintiff's papers in support of the Settlement, and any application for award of attorney's fees and costs to Class Counsel, Class Representative Service Payment to the Representative Plaintiff, and claims administration costs to the Claims Administrator, shall be filed with the Court no later than 16 court days prior to the final approval hearing. The hearing date may be continued without further notice to the class.

f. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

(8) Should the proposed Settlement be approved, following the final approval hearing, this Court shall enter judgment in the above-captioned matter in accordance with the Settlement that will adjudicate the rights of all class members who do not opt out, including the named Plaintiffs.

(9) The Court will consider whether to approve Class Counsel's request for attorney's fees and costs, Class Representative Service Payment to the Class Representative, and payment of Claims Administration expenses from the maximum settlement amount at final approval.

(10) All members of the Settlement Class shall be bound by all determinations and judgments made in accordance with the Settlement Agreement, whether favorable or unfavorable to the Settlement Class.

(11) Any member of the Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

(12) The Court reserves the right to adjourn the date of the Final Fairness Hearing without further notice to the members of the Settlement Class and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement Agreement (attached hereto as exhibit "B", and Amendments thereto are attached as exhibit "C"). The Court may approve the Settlement Agreement, with such modifications as may be agreed to by the settling Parties, if appropriate, without further notice to the members of the Settlement Class.

(13) The Court orders the parties and the settlement administrator to administer the settlement in accordance with the terms of the settlement agreement.

(14) The Court retains jurisdiction to enforce the settlement pursuant to Civil Procedure Code section 664.6.

IT IS SO ORDERED.

DATED: _____, 2026

_____
Judge of the Superior Court

Exhibit A

Exhibit A

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

Parker Crawley, et al. v. Rise Energy, LLC, et al.
Orange County Superior Court, Case No. 30-2023-01336866-CU-OE-CXC

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 and PAGA representative lawsuit ("Action") filed against Defendants Nusun Power, LLC, formerly known as Rise Energy, LLC, ("Nusun") and Jordan Kent Binning (collectively "Defendants") for alleged wage and hour violations. The Action was filed by former employees Parker Crawley, Cassia Carraway, Charles Davis, and Huckleberry Taylor ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of setters, setter captains, closers, or managers ("Class Members") who worked for Nusun during the Class Period July 17, 2020 to June 20, 2024; and (2) penalties under the California Private Attorney General Act ("PAGA") for all setters, setter captains, closers, or managers who worked for Nusun Power, LLC formerly known as Rise Energy, LLC during the PAGA Period September 6, 2022 to June 20, 2024 ("Allegedly Aggrieved Employees").

The proposed Settlement has two main parts: (1) a Class Settlement requiring Nusun to fund Individual Class Payments, and (2) a PAGA Settlement requiring Nusun to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendants' records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____**. 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 Defendants' 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 Defendants' records showing that **you worked _____ work weeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period. If you believe that you worked more workweeks **and/or pay periods** during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has 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. 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Allegedly Aggrieved Employees to give up their rights to assert certain claims

against Defendants.

If you worked for Defendants 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 and PAGA Period penalty claims against Defendants.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing to the address listed in section 9, near the end of this notice.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 Defendants, and, if you are an Allegedly Aggrieved Employee, remain eligible for an Individual PAGA Payment and will still receive your Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants 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 Don't 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 Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement **The Opt-out Deadline is** _____	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 **6** of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Allegedly Aggrieved Employees and the Allegedly Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	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 Plaintiffs who pursued the Action on behalf of the Class. You

Written Objections Must be Submitted by _____	are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section **7** of this Notice.
You Can Participate in the April 15, 2027 Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place at 2:00 p.m. on Thursday April 15, 2027. 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 **8** of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend 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 Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section **4** of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former Setters, Setter Captains, Closers and Supervisors of Defendants. The Action accuses Defendants of violating California labor laws, for failure to pay minimum wage, failure to pay wages and waiting time penalties, improper wage deductions, failure to provide accurate itemized wage statements, denial of meal and rest breaks, misclassification of employees as independent contractors, failure to provide written commission agreements, failure to give notice of employment terms, failure to pay overtime, requiring excessive workdays without rest, inadequate record-keeping, non-reimbursement of business expenses. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs are represented by attorneys in the Action by Lilit Solmer, Thomas Solmer, and Christopher Adams of Solmer Law Corporation and Andrew Ellison of Ellison Law Group ("Class Counsel.")

Defendants deny violating any laws or failing to pay any wages and contend they complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement ("Agreement") and agreeing to jointly ask

the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Defendants have 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 and Allegedly Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

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

1. Defendants Will Pay $875,000 as the Gross Settlement Amount (Gross Settlement). Defendants have 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, Class Representative Service Award, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become final. 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, Plaintiffs and/or 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 at the Final Approval Hearing:

   A. Up to $218,750.00 (25% of the Gross Settlement) to Class Counsel for attorneys' fees and up to $25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

   B. Up to $2,500.00 to each named Plaintiff, and up to $10,000.00 in the aggregate, 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 Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

   C. Up to $16,950.00 to the Administrator for services administering the Settlement.

   D. $50,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Allegedly Aggrieved Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. 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. Plaintiffs and Defendants 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. Defendants 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 Plaintiffs and Defendants 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 be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs).

   Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her 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 received by the Response Deadline.

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 _____, 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 Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants 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 decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (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 9 of this Notice.

9. Participating Class Members' Release. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

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 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. 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, workers' compensation, or claims based on facts occurring outside the Class Period. A Participating Class Member who also

qualifies as an Allegedly Aggrieved Employee additionally gives the PAGA release described above.

10. Allegedly Aggrieved Employees' PAGA Release:

Effective on the date when Defendant fully funds the entire Gross Settlement Amount all Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all civil claims for PAGA penalties that were alleged, in the operative complaint and the notice letter to the LWDA, based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs' PAGA Notice including California Labor Code sections 201, 202, 203, 204, 206, 210, 218.5, 221, 224, 226, 226.7, 226.8, 246, 432, 510, 512, 558, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2751, 2800, 2802, 2810.5, and the applicable Wage Orders, for the time from September 6, 2022 through the date the Court grants preliminary approval of the Settlement. Allegedly aggrieved employees will be bound by the PAGA release even if they do not cash their checks.

4. 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 $12,500.00 by the total number of PAGA 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/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated on the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by completing the enclosed Workweek and/or Pay Periods Dispute Form, or by signing and sending a letter, and mailing, emailing or faxing it to the Administrator. Section 9 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 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.

5. 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 Allegedly Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Allegedly Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete and submit the enclosed Request for Exclusion Form, or 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 Class Settlement. You may send your Request for Exclusion to the Administrator by mail, email or fax. 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 *Parker Crawley, et al. v. Rise Energy, LLC, et al.* and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of 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. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. 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 Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Class Representative Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 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 (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is [date].** If this Notice was re-mailed to you, you have an additional 14 days.

You can submit a written objection by completing the enclosed Objection to Settlement Form, or by signing and sending a letter, and mailing, emailing or faxing it to the Administrator. 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 *Parker Crawley, et al. v. Rise Energy, LLC, et al.* and include your name, current address, telephone number, and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, 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 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on April 15, 2027 at 2:00 p.m. in Department CX105 of the Orange County Superior Court, located at 751 West Santa Ana Blvd., Santa Ana, CA 92701. 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, Plaintiffs, and the Administrator. You can attend (or hire a lawyer to attend) either personally or virtually via Zoom at https://www.occourts.org/civil-remote-hearings. 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 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the administrator's website at (url). 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.occourts.org/online-services/case-access) and entering the Case Number for the Action, Case No. 30-2023-01336866-CU-OE-CXC. The Administrator will post all key documents on its website, including the operative complaint, the PAGA notice letters to the LWDA, the settlement agreement and any key amendments, the class notice, and any included forms the orders granting preliminary and final approval, and the

judgment (which should be posted for at least 180 days) at _____(url)_____.

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Email: andrew@ellisonlawgroup.com

Settlement Administrator:
Name of Company: ILYM Group, Inc.
Email Address:
Mailing Address: 2832 Walnut Ave. Suite C Tustin, CA 92780
Telephone: 888.250.6810
Fax Number: 888.845.6185

10. 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. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. 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.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Parker Crawley, et al. v. Rise Energy, LLC, et al., Orange County Superior Court, Case No. 30-2023-01336866

WORKWEEK AND/OR PAY PERIODS DISPUTE FORM

If you believe the number of Workweeks and/or Pay Periods credited to you above in the Class Notice is incorrect, please submit this form to the Settlement Administrator at the address listed below, postmarked, faxed or emailed on or before <<DATE>>. A valid dispute form must be in writing and contain: (1) your full name, current address, last four digits of your social security number, and signature; (2) the case name and number *Parker Crawley, et al. v. Rise Energy, LLC, et al* , Orange County Superior Court, Case No. 30-2023-01336866-CU-OE-CXC); and (3) a clear statement that explains the basis for your dispute and any supporting documents showing that the number of Workweeks and/or Pay Periods credited to you is inaccurate. Defendants' records will be presumed determinative, absent credible evidence to the contrary.

STATEMENT EXPLAINING BASIS OF DISPUTE

_____

_____

_____

_____

DATED: _____ _____
(Signature)

_____ _____
(Address) (Type or Print Name)

_____ _____
(City, State, Zip) (Last Four of Social Security Number)

The Settlement Administrator is

The Settlement Administrator can be contacted at:
Parker Crawley, et al. v. Rise Energy, LLC, et al ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

OBJECTION TO SETTLEMENT

Only complete this Objection To Settlement form if you want to object to the settlement of the action known as *Parker Crawley, et al. v. Rise Energy, LLC, et al., filed in the Orange County Superior Court, Case No. 30-2023-01336866-CU-OE-CXC.*

IF YOU OBJECT TO THE SETTLEMENT, AND YOUR OBJECTION IS OVERRULED, YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED. IF YOU DO NOT WANT TO BE INCLUDED AS PART OF THE SETTLEMENT, YOU MUST FILL OUT THE SEPARATE FORM TITLED: "REQUEST FOR EXCLUSION" INSTEAD. DO NOT FILL OUT BOTH FORMS. IF YOU FILL OUT BOTH FORMS, YOUR OBJECTION WILL BE OVERRULED AND YOU WILL BE INCLUDED AS PART OF THE SETTLEMENT AND HAVE YOUR PERTINENT CLAIMS RELEASED.

I confirm that I worked for <<DEFENDANT>> as an hourly-paid employee at some point between the period of <<CLASS PERIOD>>.

I wish to object to the settlement reached in the *Parker Crawley, et al. v. Rise Energy, LLC, et al* matter. The nature and basis for the objection are as follows:

_____

_____

_____

_____

_____

Print Name:_____

Address: _____

The last four digits of your Social Security Number: _____

Signature:_____ Date: _____

THIS OBJECTION FORM SHOULD BE COMPLETED, SIGNED, AND MAILED, FAXED OR EMAILED TO THE ADMINISTRATOR, POSTMARKED, FAX-STAMPED OR EMAILED ON OR BEFORE **<<RESPONSE DEADLINE>>.**

Send this signed objection form to the Settlement Administrator at:

Parker Crawley, et al. v. Rise Energy, LLC, et al c/o ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781

REQUEST FOR EXCLUSION FORM

Parker Crawley, et al. v. Rise Energy, LLC, et al

DO NOT COMPLETE THIS FORM IF YOU WANT TO RECEIVE YOUR SHARE OF THE BENEFITS UNDER THE CLASS SETTLEMENT

ILYM ID: <<ILYMID>>

<<Name>>

<<Address>>

<<City>> <<State>> <<Zip>>

Name/Address Changes, if any:

_____

_____

_____

If you do not want to participate in the Class Settlement, you may "opt out" of the Class Settlement. You cannot opt out of the PAGA Settlement. If you opt out of the Class Settlement, (a) you will have no right to receive an Individual Class Payment; and (b) you will not be bound by the terms of the Class Settlement. You will remain eligible for an Individual PAGA Payment and you will still be bound by the PAGA release.

To opt out of the Class Settlement, you must sign and return this Request for Exclusion Form, postmarked, faxed or emailed on or before **_____,** to the Claims Administrator at:

Parker Crawley, et al. v. Rise Energy, LLC, et al c/o ILYM Group
P.O. Box 2031
Tustin, CA 92781

By signing this Request for Exclusion Form, I hereby opt out of the Class Settlement. I understand that I will have no right to receive an Individual Class Payment in this case, and that I cannot opt out of the PAGA Settlement.

Dated:_____ _____

Signature

Exhibit B

Exhibit B

Docusign Envelope ID: 2671FA1F-6B3D-4535-82BE-32269B4E7101

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement ("**Agreement**") 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 (together "Nusun")[1] and Jordan Kent Binning (collectively with Nusun "**Defendants**"). The Agreement refers to Plaintiffs and Defendants collectively as "**Parties**," or individually as "**Party**."

DEFINITIONS.

1.1 "Action" means the Plaintiffs' lawsuit alleging wage and hour violations against Defendants captioned *Parker Crawley, et al. v. Rise Energy, LLC, et al.* (Orange County Superior Court case no. 30-2023-01336866-CU-OE-CXC) filed on July 17, 2023, pending in Superior Court of the State of California, County of Orange. On May 17, 2024, Plaintiffs filed their Third Amended Complaint in the Action (the "Operative Complaint").

1.2 "Administrator" means ILYM Group, Inc. 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 "Allegedly Aggrieved Employee" means setters, setter captains, closers, or managers who worked for Nusun in California during the PAGA period defined in ¶ 1.30 herein.

1.5 "Class" means setters, setter captains, closers, or managers who worked for Nusun in California during the Class Period defined in ¶ 1.12 herein.

1.6 "Class Counsel" means Lilit Solmer, Thomas Solmer, and Christopher Adams of Solmer Law Corporation and Andrew Ellison of Ellison Law Group.

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 Defendants' 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] Nusun Power, LLC was formerly known as Rise Energy, LLC.

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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 Allegedly Aggrieved Employee).

1.10 "Class Member Address Search" means the Administrator's investigation and search for current Class Member 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.

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 July 17, 2020 to the date the Court preliminarily approves the Settlement.

1.13 "Class Representatives" means Parker Crawley, Cassia Carraway, Charles Davis, and Huckleberry Taylor, the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as Class Representatives.

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 Orange.

1.16 "Defendants" means the named Defendants Rise Energy, LLC, Nusun Power, LLC, and Jordan Kent Binning.

1.17 "Defense Counsel" means Joshua Mizrahi Graham G. Lambertof Buchalter LLC.

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

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 "Final Judgment" means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

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1.22 "Gross Settlement Amount" means $875,000.00 (Eight Hundred Seventy-Five Thousand Dollars and Zero Cents) which is the total maximum amount to be paid by Defendants to fully and finally settle and resolve the Actions and Released Claims, which includes all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, Enhancement Payments, and the Administrator's Expenses.

1.23 "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.

1.24 "Individual PAGA Payment" means the Allegedly Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period,

1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29 "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.

1.30 "PAGA Pay Period" means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.31 "PAGA Period" means the period from September 6, 2022 through the date the Court preliminarily approves the Settlement.

1.32 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.33 "PAGA Notice" means Plaintiff Parker Crawley's September 6, 2023 letter to Defendants and the LWDA and Plaintiff Huckleberry Taylor's June 26, 2023 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.34 "PAGA Penalties" means $50,000.00, which is the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees (12,500.00) and the 75% to LWDA ($37,500.00) in settlement of PAGA claims.

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1.35 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 "Plaintiffs" means Parker Crawley, Cassia Carraway, Charles Davis, and Huckleberry Taylor, the named plaintiffs in the Action.

1.37 "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.

1.38 "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39 Released Class Claims" means the claims being released as described in Paragraph 5.2 below.

1.40 "Released PAGA Claims" means the claims being released as described in Paragraph 5.4 below.

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

1.42 "Request for Exclusion" means a letter submitted by a Class Member indicating a request to be excluded from the Settlement. The Request for Exclusion must be in writing and contain: (a) the Class Member's full name, signature, address, telephone number, and the last four digits of the Social Security number; (b) the case name and number of the Lead Action; (c) a clear statement that the Class Member does not wish to be included in the Settlement. The Request for Exclusion must be returned by fax or mail to the Claims Administrator at the address and/or facsimile number specified in the Class Notice, and, must be postmarked or fax-stamped on or before the Response Deadline. The date of the fax-stamp or postmark on the return mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not request exclusion from the Settlement will be deemed a Settlement Class Member and will be bound by all terms of the Settlement, if the Court grants Final Approval of the Settlement.

1.43 "Response Deadline" means 60 calendar days from the mailing of the Notice by the Administrator to Class Members and Allegedly Aggrieved Employees. The "Response Deadline" is the final date by which any faxed, emailed, or mailed disputes, Requests for Exclusion or Objections to the Settlement from Class Members must be received by the Claims Administrator. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants. Under no circumstances, however, will the Claims Administrator have the authority to extend the deadline for Class Members to submit a Claim Form, Request for Exclusion, or Notice of Objection.

1.44 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

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1.45 "Workweek" means the number of weeks of employment that each Class Member worked as a non-exempt employee for Nusun within the State of California during the Class Period.

RECITALS.

2.1 On July 17, 2023, Plaintiffs (without Huckleberry Taylor) Parker Crawley, Cassia Caraway and Charles Davis commenced this Action by filing a Complaint alleging causes of action against Defendants for: (i) Misclassification As Independent Contractors; (ii) Failure to Pay Minimum Wages; (iii) Failure to Pay Overtime Wages; (iv) Failure to Provide Rest Periods; (v) Failure to Provide Meal Periods; (vi) Improper Deductions From Wages; (vii) Violation of Wage Order – Rent Charged To Employees; and (viii) Failure to Provide Accurate Itemized Wage Statements. On August 15, 2023, Plaintiffs filed a First Amended Complaint, adding a claim for Failure to Reimburse Business Expenditures and Losses (Ninth Cause of Action) and Unfair Competition (Tenth Cause of Action). On September 6, 2023, Plaintiff Crawley filed a Private Attorney General Act ("PAGA") notice, pursuant to Labor Code section 2699, et seq., with the California Labor & Workforce Development Agency ("LWDA").

On or about September 1, 2023, Plaintiff Huckleberry Taylor filed a class and PAGA representative action in Ventura County Superior Court alleging claims for (1) Expense Reimbursement, (2) Unpaid Wages, (3) Unpaid Minimum Wage, (4) Unpaid Overtime, (5) Inaccurate Itemized Wage Statements, (7) Rest Period Premiums, (8) Violation of California's Unfair Competition Law, (9) Declaratory Relief, and (10) Violation of California Private Attorneys General Act of 2004.

On May 17, 2024, Plaintiffs filed their Third Amended Complaint adding Huckleberry Taylor as a named Plaintiff and alleging (1) Misclassification As Independent Contractors;2 (2) Failure to Pay Minimum Wages; (3) Failure to Pay Overtime Wages; (4) Failure to Provide Rest Periods; (5) Failure to Provide Meal Periods; (6) Improper Deductions From Wages; (7) Violation of Wage Order – Rent Charged To Employees; (8) Failure to Provide Accurate Itemized Wage Statements; (9) Failure to Reimburse Business Expenses; (10) Unfair Competition; and (11) PAGA Penalties (the "Operative Complaint").[2] Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in in the Operative Complaint and deny any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3 On July 29, 2024, the Parties participated in an all-day mediation presided over by Hon. Amy D. Hogue (Ret.) which led to this Agreement to settle the Action.

[2] On July 1, 2024, Nusun filed its Demurrer and Motion to Strike Portions of the 3AC. In particular, Defendants seek the dismissal of the claims from which Plaintiffs are exempt based on the outside salesperson exemption as well as the dismissal of the Willful Misclassification claim on the basis that there is no private right of action. The Motion to Strike seeks to strike the class allegations based on the Class Action Waiver in the Agreements Plaintiffs signed. The Demurrer and Motion are set to be heard on November 21, 2024.

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2.4 Prior to mediation, Plaintiffs obtained, through informal discovery, Defendants' timekeeping and payroll data, workweek and class member totals, as well as Defendants' wage and hour policies and other relevant documents and information relevant to the claims alleged. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (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 nor ruled on class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promise to pay $875,000.00 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 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). Defendants will not oppose Plaintiffs' request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. 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. Plaintiffs assume 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 35%, which is currently estimated to be $306,250.00 and a Class Counsel Litigation Expenses Payment of not more than $25,000.00. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel

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Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel 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 Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed $25,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $25,000.00, the Administrator will return the remainder to the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated 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. The 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").[3] 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 Allegedly Aggrieved Employees: PAGA Penalties in the amount of $50,000.00 to be paid from the Gross Settlement Amount, with 75% ($37,500.00) allocated to the LWDA PAGA Payment and 25% ($12,500.00) 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 Allegedly Aggrieved Employees' 25% share of PAGA Penalties $12,500.00 by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly

[3] Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

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Aggrieved Employee's PAGA Period Pay Periods. Allegedly 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.

SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Allegedly Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 2,074 Class Members who collectively worked a total of 23,140 Workweeks, and 1,705 Allegedly Aggrieved Employees who worked a total 1,705 of PAGA Pay Periods.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously 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 the Class Data to effect and perform under this Agreement. Defendants have 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 Defendants 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.

4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date. The Administrator shall calculate Defendants' share of payroll taxes and provide the calculations to Defense Counsel no later than 5 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks 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.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members 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

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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 Allegedly Aggrieved Employees including Non-Participating Class Members who qualify as Allegedly Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members 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.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are retuned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

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

5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, 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, Plaintiffs' PAGA Notice ("Plaintiffs' Release.") Plaintiffs' 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, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquishe the provisions, rights, and benefits, if any, of section 1542 of the California 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.**

5.2 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. 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, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3 Release by Allegedly Aggrieved Employees: Effective on the date when Defendant fully funds the entire Gross Settlement Amount all Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all civil claims for PAGA penalties that were alleged, in the operative complaint and the notice letter to the LWDA, based on the PAGA Period facts stated in the Operative Complaint and Plaintiffs' PAGA Notice including California Labor Code sections 201, 202, 203, 204, 206, 210, 218.5, 221, 224, 226, 226.7, 226.8, 246, 432, 510, 512, 558, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 1198.5, 2751, 2800, 2802, 2810.5, and the applicable Wage Orders, for the time from September 6, 2022 through the date the Court grants preliminary approval of the Settlement.

MOTION FOR PRELIMINARY APPROVAL. The Parties agree that Plaintiffs shall 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 Defendants' Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defendants and Defense Counsel averring that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from

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the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator and/or the proposed Cy Pres; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (vi) and all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiffs and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for 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.

6.4 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 on behalf of the Parties 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the Administrator and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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. Class Counsel have determined that the Administrator has the requisite qualifications and experience in class action settlement administrations and that the Administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.

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 state and federal tax authorities.

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7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 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, PAGA Members, Workweeks, and 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 United States Postal Service ("USPS") mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit B. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment 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 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 deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants 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 (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional

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14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her 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 received 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 under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.1, 5.2, 5.3, and 5.4 of this Agreement, regardless 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 Allegedly Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) 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 must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The parties shall file with the court all disputes submitted by class members, the evidence submitted, and the resolution of the disputes, and although the Administrator may make the initial decision regarding claim disputes, the court may review any decision made by the Administrator regarding a claim dispute. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

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7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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 or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, 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 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; (c) copies of all Requests for Exclusion from Settlement 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 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include provide 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 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member

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challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed 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 from Settlement it received (both valid or invalid), the number of written objections and 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.

7.8.6 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 signed 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.

CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 2,074 Class Members and 23,140 Total Workweeks during the Class period and (2) there were 1,705 Allegedly Aggrieved Employees who worked 16,976 Pay Periods during the PAGA Period. If the number of Workweeks exceeds the estimated number by more than 10% (i.e. 25,454) Workweeks then Defendant may in their sole discretion elect to either: (1) increase the gross settlement proportionally by the percentage by which the number of Workweeks exceeds 25,454 (i.e. if the total number of Workweeks exceeds 25,454 by 2% then 2 the Gross Settlement amount would increase by 2%) or (2) end the Class Period and PAGA Period on the last day of the Workweek that causes the number of released Workweeks to exceed 25,454 (i.e. if Preliminary Approval is granted on March 1, 2025 but the number of Workweeks to be released exceeds 25,454 on January 1, 2025, Defendant may elect to end the Class Period and PAGA Period on January 1, 2025.

DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds five percent (5%) or more of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than seven days prior to 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 that [five] court days prior to 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 and/or Administrator 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 and/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 reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, 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 amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing 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

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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.

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 and a proposed amended judgment.

ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' 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 grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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 Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or 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) 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. Plaintiffs, Class Counsel, Defendants 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, any with 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

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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 Plaintiffs and Defendants, 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, 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 and/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 and 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 Plaintiffs, Class Counsel, Defendants 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 internal laws of the state of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of 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.

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12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule 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, Plaintiffs shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15 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.

12.16 Calendar Days. Unless otherwise noted, all reference 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.

12.17 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:

To Plaintiffs:

Lilit Solmer
Thomas Solmer
SOLMER LAW CORPORATION
7755 Center Ave., Ste. 1100
Huntington Beach, CA 92647
Tel: (714)794-8558
Fax: (818)927-2179
Email: ls@solmerlaw.com
Email: ts@solmerlaw.com

Andrew C. Ellison
ELLISON LAW GROUP
404B Bryant Circle
Ojai, CA 93023
Tel: (805) 253-3790
Email: andrew@ellisonlawgroup.com

To Defendants:

Joshua Mizrahi

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Graham Lambert
Rochelle Calderon
BUCHALTER, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Tel: (213)891-0700
Fax: (213)896-0400
Email: jmizrahi@buchalter.com
Email: glambert@buchalter.com
Email: rcalderon@buchalter.com

12.18 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.

12.19 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 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Signed by: 9640A47603F840B... 3/20/26

Plaintiff PARKER CRAWLEY

For NUSUN POWER, LLC fka RISE ENERGY, LLC
By: Jordan Binning
Its: CEO

Signed by: 9640A47603F840B...

Plaintiff CASSIA CARRAWAY

JORDAN KENT BINNING

Plaintiff CHARLES DAVIS

Plaintiff HUCKLEBERRY TAYLOR

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Graham Lambert
Rochelle Calderon
BUCHALTER, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
Tel: (213)891-0700
Fax: (213)896-0400
Email: jmizrahi@buchalter.com
Email: glambert@buchalter.com
Email: rcalderon@buchalter.com

12.18 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.

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DocuSigned by:
8EE736302D31451...
Plaintiff PARKER CRAWLEY
2/6/2026

For NUSUN POWER, LLC fka RISE ENERGY, LLC
By: _____
Its: _____

DocuSigned by:
23AADC8F36694B3...
Plaintiff CASSIA CARRAWAY
2/7/2026

JORDAN KENT BINNING

DocuSigned by:
08A07175D6964F9...
Plaintiff CHARLES DAVIS
2/7/2026

Plaintiff HUCKLEBERRY TAYLOR

Graham Lambert
Rochelle Calderon
BUCHALTER, A Professional Corporation
1000 Wilshire Boulevard, Suite 1500
Los Angeles, CA 90017
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Email: glambert@buchalter.com
Email: rcalderon@buchalter.com

12.18 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.

12.19 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 that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff PARKER CRAWLEY	For NUSUN POWER, LLC fka RISE ENERGY, LLC By: _____ Its: _____
Plaintiff CASSIA CARRAWAY	JORDAN KENT BINNING
Plaintiff CHARLES DAVIS	
Hsel Taylor 2026-04-23	
Plaintiff HUCKLEBERRY TAYLOR	

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APPROVED AS TO FORM:

SOLMER LAW CORPORATION

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

BUCHALTER LLC

3/20/26

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

ELLISON LAW GROUP, APC

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

APPROVED AS TO FORM:

SOLMER LAW CORPORATION

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

ELLISON LAW GROUP, APC

ANDREW C. ELLISON 2026-04-23

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

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APPROVED AS TO FORM:

SOLMER LAW CORPORATION

Signed by:
Thomas Solmer
2EDF09BA77204B8...

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

2/6/2026
Thomas Solmer

ELLISON LAW GROUP, APC

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

Exhibit C

Exhibit C

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:

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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:

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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.

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- *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:

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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

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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.

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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

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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

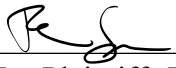
BUCHALTER LLC

_____

_ 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