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8 Attorney for Plaintiffs
9 Raymundo Ramirez, et al.

10 SUPERIOR COURT OF CALIFORNIA
11 COUNTY OF FRESNO

12 RAYMUNDO RAMIREZ, et al.	) NO. 24CECG.4326
13	)
14 Plaintiffs,	) DECLARATION OF ADAM ROSE IN
15 v.	) SUPPORT OF MOTION TO APPROVE
16 CALIFORNIA COMMERCIAL SOLAR, INC.	) PAGA SETTLEMENT
17	)
18 Defendants.	)
19	)

20 I, Adam Rose, declare the following:

21 1. I am one of the attorneys for the plaintiffs. I have personal knowledge of the facts in
22 this declaration, and if called on to testify I would competently do so.

23 2. I support all the arguments made in the motion to approve the PAGA settlement.

24 3. I am very actively helped move this case into mediation, wrote the mediation brief,
25 and engaged in arm's length negotiations with the help of mediator Jeffery Owensby.

26 4. Attached as Exhibit A is a true and correct copy of the settlement agreement.

27 5. Attached as Exhibit B is a true and correct copy of the proposed letter to accompany
28 the checks to the aggrieved employees.

6. Attached as Exhibit C is proof that the PAGA letter was submitted to the LWDA.

7. Attached as Exhibit D is a true and correct copy of the total costs spent by Frontier
Law Center on this case.

8. As part of the work toward mediation, I requested confirmation of the number of aggrieved employees, and also obtained a full copy of Plaintiffs' personnel file, and an anonymized list of employees during the PAGA period.

9. Although the maximum PAGA liability is \$549,000 as explained in the motion to approve the PAGA settlement, I believe that based on the risks described in the motion, a more realistic maximum liability is one-half of that amount, or \$274,500.

10. The primary risk is the off-the-clock and missed breaks could be limited to Plaintiffs' personal experiences, as it did not appear there was a systematic prevention of taking breaks.

11. Further, there was no documentary evidence of off-the-clock work.

12. The corresponding risk for the derivative wage statement and waiting time penalties is that there could be a finding that not paying premium pay for missed meal and rest breaks was not done willfully, as explained by the Supreme Court in *Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056.)

13. Thus, given these risks if the case proceeded further, a more realistic total maximum PAGA exposure is 50% of the total maximum, which is \$274,500.

14. Thus, I believe the PAGA allocation of \$10,000 is within the range of reasonableness and is fair, reasonable, and adequate.

15. Both plaintiffs are also settling their individual, discrete wage and hour claims as part of the settlement.

16. Further, I spent about 100 hours on this case, and my billing rate is \$850 an hour. This rate is based on the below.

17. I am qualified to represent the class because since I graduated from University of San Francisco Law School in 1998, I have settled over 300 individual employment law cases (in addition to hundreds of additional personal injury and habitability cases), and I have handled the following class actions from start to finish: *Ramirez v. Arevalo Landscaping*, Los Angeles Superior Court case number BC397109; *Friedrich v. La Vaquita Corp.*, Los Angeles Superior Court case number BC564432; *Carvalho v. Staff Pro*,

1 Alameda County Superior Court case number RG16812554; *Hart v. Marriott International,*
2 *Inc.*, United States District Court case number 8:17-cv-2021-JVS; *Cole v. Saucey, Inc.*, Los
3 Angeles Superior Court case number BC707895; *Rowe v. Laura Geller Beauty, LLC*,
4 United States Bankruptcy Court case number 1:18-bk-14102-MEW (New York); *Rowe v.*
5 *Ulta Salon, Beauty, and Cosmetics, LLC*, Sacramento Superior Court case number 34-2019-
6 00267231, *Luna et al. v. Triple Canopy, Inc.*, Santa Clara Superior Court case number
7 19CV345169, *Smith v. Budget Rent A Car System, Inc.*, United States District Court case
8 number 2:19-cv-4720-SVW, *Shrum v. Sacramento Elite Patrol, Inc.*, Sacramento Superior
9 Court case number 34-2019-002767231, *Morris v. Blue Mountain Enterprises, LLC*, Solano
10 County Superior Court case number FCS035858, *Lopez v. Mac Arthur Co.*, Riverside
11 County Superior Court case number RIC1905043, *Diaz v. Marriott International, Inc.*, San
12 Diego Superior Court case number 37-2019-00044740, *Castellanos et al. v. Southwest*
13 *Patrol, Inc.*, San Diego Superior Court case number 37-2020-00024905, *Inacio v. Land O’*
14 *Lakes*, Merced Superior Court case number 19CV-04520, *GSG Wage and Hour Cases*, San
15 Diego Superior Court case number JCCP5055, *Marroquin v. Teleferic Barcelona*, Santa
16 Clara Superior Court case number 21CV388821, *Gonzalez, et al. v. Golden Gate Bell*,
17 Contra Costa Superior Court case number MSC21-00956, *Navarro Garcia v. Widdicombe*
18 *Enterprises, Inc.*, Orange County Superior Court case number 30-2021-01235358,
19 *Gonzalez v. Seven Seas Associates, LLC*, San Diego Superior Court case number 37-2023-
20 00042280-CU-OE-CTL, *Navarro v. Squad Security CA, Inc.*, Los Angeles Superior Court
21 case number 22STCV24108, *Gagliardi v. Ralph Lauren Retail, Inc.*, Riverside County
22 Superior Court case number CVRI2103581, *Rodriguez v. RGIS, LLC*, Butte County
23 Superior Court case number 23CV01731, *Castellanos v. Trimac Transportation*, Los
24 Angeles Superior Court case number 23STCV27749, and *Burkett v. Weho Hospitality*, Los
25 Angeles Superior Court case number 23STCV01072.

26 18. I also actively participated in and helped finalize class action settlements in the
27 following: *Arya Security Services Cases*, Orange County Superior Court case number
28 JCCP4991, *Allen v. Caine & Weiner*, Los Angeles Superior Court case number BC465806,

1 *Terry v. SHAC, LLC dba Sapphire*, Eighth Judicial District of Nevada case number A-09-
2 602800-C, *Carter v. Fantasy Castle*, Los Angeles Superior Court case number BC433666,
3 *Blunt v. Valley Ball Cabaret*, Los Angeles Superior Court case number BC380265, *Hills v.*
4 *Todd & Katie, Inc.*, Los Angeles Superior Court case number BC437919, *Lawrenz, et al. v.*
5 *Blacktalon Enterprises, Inc.*, et al., Sacramento Superior Court case number 34-2019-
6 00267748, *Stricklin, et al. v. First Alarm Security & Patrol, Inc.*, Santa Clara Superior
7 Court case number 18CV323753, *Rushing v. Security Intelligence Specialist Corporation*,
8 San Mateo Superior Court case number 18-CIV-01808, *Massey v. Hummel + Mann*, Santa
9 Barbara Superior Court case number 21CV02985, *Sunshine Retirement Wage and Hour*
10 *Cases*, Sacramento Superior Court case number JCCP5247, *Ponce v. Venture Dynamics*,
11 San Diego Superior Court case number 37-2022-00004908-CU-OE-CTL, and *Houser v.*
12 *Fish House Vera Cruz*, San Diego Sup. Court case number 37-2023-00045659-CU-OE-NC.

13 19. Also, I am working on the following cases which were granted preliminary approval
14 and administration is proceeding: *Carll v. Better Earth Electric*, Los Angeles Superior
15 Court case number 23STCV14372, *Hall v. AAA of Northern California*, Contra Costa
16 Superior Court case number MSC21-02363, *Johnson v. Command International Security*,
17 Los Angeles Superior Court case number 23STCV15872, *Zavala v. CPH Hospital*
18 *Management*, Los Angeles Superior Court case number 23STCV19561, and *Slaffey v. Joint*
19 *Venture Restaurant Group*, Los Angeles Superior Court case number 23STCV14215.

20 20. I obtained FLSA certification and finalized FLSA settlements in *Desio v. Russell*
21 *Road Food & Beverage*, U.S. District Court case number 2:15-1440-GMN (D.Nev.) and
22 *Aguilar v. American-Paragon Protective Services*, U.S. District Court case number 5:20-cv-
23 01892-EJD (N.D.Cal.).

24 21. I handled and finalized settlements on the following PAGA cases: *McAfee v. Chief*
25 *Protective Services*, Riverside County Superior Court case number RIC1721984, *Hall v.*
26 *Pirch, Inc.*, San Diego Superior Court case number 37-2016-00036606, *Green v. American*
27 *Guard*, Los Angeles Superior Court case number BC688437, *Hernandez v. Contemporary*
28 *Services Corp.*, Los Angeles Superior Court case number BC684206, *McNeal v. Platinum*

1 *Security Services*, Los Angeles Superior Court case number 19STCV05709, *Cruz v. Holder*
2 *Construction Group, LLC*, Santa Clara Superior Court case number 19CV341862, *Nunes v.*
3 *Westmont Living*, San Luis Obispo Superior Court case number 19CV-0935, *Gibson v.*
4 *Swift Transportation Co.*, United States District Court case number 5:20-cv-00318-ODW,
5 *Katabyan v. Awesome Doughnut*, Los Angeles Superior Court case number 20STCV19903,
6 *Ayoub v. Harry Winston, Inc.*, United States District Court case number 4:21-cv-01599-
7 JST, *Williams v. St. Joseph Personal Care Services, LLC*, Orange County Superior Court
8 case number 30-2020-01134268-CU-OE-CXC, *Rodriguez v. Modern Parking, Inc.*, Los
9 Angeles Superior Court case number 23STCV00936, *Valdivieso v. Universal Auto Group*,
10 Los Angeles Superior Court case number 23GDCV00191, *Hanna v. Ulta Salon, Cosmetics*
11 *& Fragrance, Inc.*, Sacramento Superior Court case number 34-2019-00252198, *Bullock v.*
12 *Atria Management*, Nevada County Superior Court case number CU22-086285, *Ramirez-*
13 *Batres v. Lee Mechanical Contractors, Inc.*, Kern County Superior Court case number
14 BCV-23-102686, *Mathews v. Assignment America, LLC*, Los Angeles Superior Court case
15 number 22STCV13033, *Castro v. Clay Lacy Aviation, Inc.*, Los Angeles Superior Court
16 case number 21VECV00304, *Elwood v. Alameda Healthcare & Wellness Center, LLC*,
17 Alameda County Superior Court case number 23CV028398, *Vasquez v. Anton Devco, Inc.*,
18 Sacramento County Superior Court case number 34-2021-00310326, *Selvy-Medina v.*
19 *Nothing Bundt Cakes*, San Diego Superior Court case number 37-2023-00041657-CU-OE-
20 CTL, *Lear v. DNS2 Management, LLC*, Riverside County Superior Court case number
21 CVRI2304984, *Barboza et al. v. Mission Federal Credit Union*, San Diego Superior Court
22 case number 37-2019-00024579-CU-OE-CTL, *Rosales v. All Day USA Operations, LLC*,
23 San Mateo Superior Court case number 23-CIV-02945, *Gonzalez v. Spec Personnel*, Santa
24 Clara Superior Court case number 23CV426656, *Ceralde et al. v. SP Plus*, Los Angeles
25 Superior Court case number 23STCV09036, *Talley v. Travel Nurse Across America*, Santa
26 Clara County Superior Court case number 22CV403426, *Llamas v. San Diego Sunrise*
27 *Management*, San Diego Superior Court case number 37-2023-00044344-CU-OE-CTL,
28 *Drasher v. Advanced Building Maintenance*, Sacramento County Superior Court case

1 number 23CV008372, *Wilker v. San Rafael Operating Company*, Marin County Superior
2 Court case number CV0001580 and *Dawkins v. Secure MD Professionals*, Fresno County
3 Superior Court case number 21CECG00039.

4 22. Thus, based on the above I respectfully request the court to grant the motion to
5 approve the PAGA portion of the settlement.

6 23. Also, I am uploading this declaration containing the PAGA settlement agreement to
7 the LWDA website the same day as filing the motion.

8
9 I declare under penalty of perjury under the laws of the State of California that the
10 foregoing is true and correct.

11 Date: December 31, 2025

/s/ Adam Rose

Exhibit A

Ramirez v. California Commercial Solar
Fresno County Case Number 24CECG04326
PAGA AND INDIVIDUAL SETTLEMENT AGREEMENT

This PAGA and individual Settlement Agreement (“Agreement”) is made between plaintiffs Raymundo Ramirez and Leonard Ramirez (“Plaintiffs”) and Defendant California Commercial Solar, Inc. (“Cal Com”).

1. DEFINITIONS.

1.1 “Action” means case number 24CECG04326 initiated on October 4, 2024.

1.2 “Administrator” means Phoenix Class Action Settlement Solutions, 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 approval of this Settlement.

1.4 “Aggrieved Employee” means in the context of this settlement agreement only:

All hourly non-exempt employees of Cal Com within the PAGA period of June 30, 2023 to September 30, 2025.

1.5 “Aggrieved Employee Data” means Aggrieved Employee identifying information in possession of Cal Com including the Aggrieved Employee’s name, last-known mailing address, Social Security number and number of PAGA pay periods.

1.6 “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employees’ 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 Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Fresno.

1.8 “Defense Counsel” means the attorneys representing Cal Com in the Action:

Zimmer & Melton
Micah Nilsson
11601 Bolthouse Dr., Suite 100
Bakersfield, CA 93311
(661) 463-6700

1.9 “Effective Date” means the date by which the last of the following has occurred: 1) the Court has issued the Approval Order, dismissed all of the claims in the case with prejudice and entered Judgment in accordance with the terms described herein; and 2) if the State of California, acting through the LWDA or any other administrative agency or official, or any third party timely objects to the Settlement or intervenes in the Action: (i) if there is an appeal of the Court’s Judgment, the date the Judgment is affirmed on appeal, or the date of dismissal of such appeal, (ii) if no objection or intervention then, entry of Judgment is the Effective Date.

1.10 “Gross Settlement Amount” means Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) (“Gross Settlement Amount”), which is the total amount Cal Com agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Plaintiffs’ individual settlement payments, the Individual PAGA Payments, the LWDA PAGA Payment, Counsel Fees Payment, Counsel Litigation Expenses, and the Administrator’s Expenses Payment.

1.11 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods the Aggrieved Employee worked during the PAGA Period.

1.12 “Judgment” means the judgment entered by the Court based upon the Approval Order.

1.13 “LWDA” means the Labor and Workforce Development Agency, the agency designated under Labor Code section 2699, subdivision (n).

1.14 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

1.15 “Net PAGA Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts: individual Plaintiff settlement payments, Individual PAGA Payments, the LWDA PAGA Payment, Counsel Fees Payment, Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.

1.16 “PAGA Counsel” means the attorneys representing the Plaintiffs in the Action:

Adam Rose
adam@frontierlawcenter.com
Frontier Law Center
6200 Canoga Ave., Suite 470
Woodland Hills, CA 91367
(818) 914-3433

1.17 "Counsel Fees Payment" and "Counsel Litigation Expenses Payment" mean the amounts allocated for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.18 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked Cal Com for at least one day during the PAGA Period.

1.19 "PAGA Period" means the period from April 30, 2023 through the date the court approves the Settlement.

1.20 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698. et seq.).

1.21 "PAGA Notice" means the April 30, 2024 letter to Cal Com and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.22 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (currently estimated to be \$2,500) and the 75% to LWDA (currently estimated to be \$7,500) in settlement of PAGA claims.

1.23 "Plaintiffs" means Leonard Ramirez and Raymundo Ramirez, the named plaintiffs in the Action, collectively.

1.24 "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.25 "Released PAGA Claims" means the claims being released by the Plaintiffs described in Paragraph 5 below.

1.26 "Released Parties" means Cal Com and its past, present, and future owners, agents, attorneys, insurers, divisions, predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, and any other individuals/entities related to Cal Com.

1.27 "Releasing Parties" means Plaintiffs, all Aggrieved Employees, the State of California, and the LWDA. on their own behalf and on behalf of anyone acting on their behalf, including their respective former and present heirs, executors, attorneys, agents, representatives, administrators, successors and assigns.

1.28 "Individual Settlement Payments" means the \$15,500 payment to Leonard Ramirez to settle his individual claims, and the \$15,000 to Raymundo Ramirez to settle his individual claims.

2. RECITALS.

2.1 On October 4, 2024, Plaintiffs filed the Action for individual and PAGA causes of action.

2.2 The parties then stipulated to arbitrate the individual claims and stay the representative PAGA claims.

2.3 The parties then had a mediation with Jeffery Owensby on September 16, 2025.

2.6 The Parties represent that they are not aware of any other pending matter or action asserting claims that will be affected by this settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Cal Com promises to pay Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Cal Com.

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 Approval Order:

3.2.1 To Counsel: A Counsel Fees Payment of not more than 35%, which is currently estimated to be \$26,250, and Counsel Litigation Expenses Payment of not more than \$6,000. Cal Com will not oppose requests for Court approval of these payments provided that they do not exceed these amounts.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed \$2,750 except for a showing of good cause.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$10,000 to be paid from the Gross Settlement Amount, with 75% (\$7,500) allocated to the LWDA PAGA Payment and 25% (\$2,500) allocated to the Individual PAGA Payments.

3.2.3.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$28,475.00) by the total number of PAGA Period pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period pay periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.3.2 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.

3.2.4 Payment to the Named Plaintiffs for Individual Settlements. Individual settlements/releases to Plaintiffs of \$15,500 for Leonard Ramirez and \$15,000 for their individual settlements/releases of their discrete individual claims.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Data. Within 30 days of the Approval Order, Cal Com will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Cal Com has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Cal Com must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.2 Funding of Gross Settlement Amount. Cal Com will make seven equal monthly payments toward the Gross Settlement Amount (i.e., \$10,715 every month until the entire gross settlement amount is paid). The first payment will be made within 15 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within 14 days after Cal Com fully funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees and Expenses Payments, and the Individual Settlement Payments. Disbursement of the PAGA Counsel Litigation Fees and Expenses Payments shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check must be cashed. The Administrator will cancel all checks not cashed by the void date. To the extent any settlement checks are not cashed within one hundred and eighty (180) days of issuance, such funds will be distributed to the California State Controller to be deposited in the Unclaimed Property Fund in the name of the Aggrieved Employee. 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 an Aggrieved Employee Address Search

for all Aggrieved Employees whose checks are returned 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3 For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Cal Com to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Cal Come fully funds the entire Gross Settlement Amount, Plaintiffs, all Aggrieved Employees, the State of California, the LWDA, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiffs' Release. Upon approval of the settlement by the Court, all Aggrieved Employees (including Plaintiffs), the State of California, and the LWDA, and other Releasing Parties, shall fully release, waive, and forever discharge Cal Com and the Released Parties from and against all claims pled or that could have been pled in the Complaint pursuant to the Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code §§ 2698, et seq., deriving from and/or based on the facts alleged in the Complaint and the PAGA letter, arising out of or related to work performed for Cal Com during the PAGA Period upon approval of the settlement, including claims for penalties, interest, attorneys' fees and/or costs. The release shall encompass all claims, causes of action or liability under PAGA, including but not limited to any penalties based on alleged violations of the IWC Wage Orders or California Labor Code sections §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 558, and 2698, et seq. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Cal Com for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA). Plaintiffs specifically release the Released Parties from any claims, demands, damages, liabilities and/or actions of any kind whatsoever, known or unknown, that the Plaintiffs have or may have arising out of or relating to their employment with Cal Com, the termination of that employment and/or any events occurring prior to the execution of this Agreement, including, claims for overtime, wages, vacation, missed meal or rest

periods, commissions, bonuses, fringe benefits, ownership interest, stock acquisition rights, or any other remuneration whatsoever, as well as any alleged treatment while Employee was employed with Cal Com, including any alleged discrimination, harassment, or retaliation, fraud, defamation, emotional distress, Plaintiffs were subject to while working for Cal Com or the termination of Plaintiffs' employment from Cal Com, including, but not limited to, claims for violation of the California Fair Employment and Housing Act, the Americans With Disabilities Act, the Age Discrimination in Employment Act of 1967, the California Labor Code, Title VII of the Civil Rights Act of 1964, and any and all claims for wrongful termination of any kind or any other claim for damages, attorneys' fees, costs or other relief pursuant to any federal, state or local law or statute. Plaintiffs specifically waive any and all claims in any way related to the Family and Medical Leave Act and the California Family Rights Act, including, but not limited to claims related to notice, benefits and/or reinstatement. The releases in this Agreement shall include Cal Com and the Released Parties, including its past, present, and future owners, agents, attorneys, insurers, divisions, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, parents, subsidiaries, and any other individuals/entities related to Cal Com.

5.1.1 Plaintiffs' Waiver Under Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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 Aggrieved Employees and the LWDA:

All Aggrieved Employees, the state of California, and the LWDA 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 claims for PAGA claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint and the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein. The settlement shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil penalties against Cal Com for the released Labor Code and/or Wage Order violations suffered by any of the Aggrieved Employees (i.e., entry of Judgment shall have res judicata effect as to those claims of the LWDA, whether pursued directly by the LWDA or by a representative pursuant to PAGA).

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Counsel Fees or costs incurred in connection with the Complaint and the PAGA Period facts stated in the Complaint, the PAGA Notice, and alleged in the Action, including but not limited to claims for all alleged Labor Code and Wage Order violations specified therein.

5.4 Additional Scope of Plaintiffs' Release:

This release applies to all claims arising under ERISA, including without limitation claims brought on behalf of, or for loss to, a plan, and Plaintiffs waive, release, and forever relinquish the right to act as a representative of, or bring a claim for loss to, a plan. This release does not, however, apply to an action under ERISA for the recovery of accrued and vested benefits. The general release is not intended to bar any claims that, by statute, cannot be released by private agreement. This Agreement expressly permits Plaintiffs to participate in a proper agency investigation. Plaintiffs understand and agree, however, that they are waiving all rights to recover money in connection with a charge filed by any other individual or by the California Office of Civil Rights, Division of Labor Standards Enforcement, Equal Employment Opportunity Commission, or any other federal or state agency.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft of the stipulation and/or notice, and memorandum in support, of the Motion for Approval; (ii) a draft proposed Order Granting Approval of PAGA Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement so that it can be filed. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator. The Parties will work in good faith to resolve any disagreements regarding the application or motion for approval.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Phoenix to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

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

7.4. 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.

8. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the 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.

8.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, and their respective counsel 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 another party 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.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability 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 Cal Com that any of the allegations in the Complaint or that Cal Com has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Cal Com's defenses in the Action have merit.

9.2 Confidentiality Prior to Preliminary Approval. Plaintiff and PAGA Counsel agree that, until the motion or application for 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 matter determined by a court to be "related" within the meaning of California Rule of Court 3.300 or similar federal or state law; (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. Plaintiffs and PAGA Counsel agree to immediately notify Cal Com of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs and PAGA Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the motion or application for 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.

9.3 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.

9.4 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Cal Com, 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.

9.5 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.

9.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

9.7 No Tax Advice. Neither Plaintiffs, PAGA Counsel, Cal Com 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.

9.8 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.

9.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

9.10 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.

9.11 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.

9.12 Use and Return of Aggrieved Employee Data. All copies and summaries of the PAGA Data provided to PAGA Counsel by Cal Com 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 California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Cal Com unless, prior to the Administrator's payment of all Settlement Funds, Cal Com makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

9.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only.

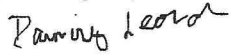
9.14 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument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

9.15 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

[Signature Page Follows]

"Plaintiffs"

DocuSigned by:



000010010A0047E...
Plaintiff Leonard Ramirez

Date: 12/29/2025

"Cal Com"

For California Commercial Solar, Inc.

Its _____

Date: _____

Signed by:



041D37FC30794D3...
Plaintiff Raymundo Ramirez

Date: 12/30/2025

Approved as to Form:

DocuSigned by:



D2C7FC7ADE79460...
Counsel for Plaintiffs

Date: 12/30/2025

Counsel for Defendant

Date: _____

“Plaintiffs”

Plaintiff Leonard Ramirez

Date: _____

Plaintiff Raymundo Ramirez

Date: _____

Approved as to Form:

Counsel for Plaintiffs

Date: _____

“Cal Com”

DocuSigned by:

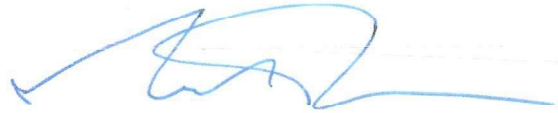
Ali Baird

55B5345F84F8444...

For California Commercial Solar, Inc.

Its _____ CEO

Date: 12/19/2025



Counsel for Defendant

Date: 12/31/25

Exhibit B

[Date]

Re: Payment From *Ramirez v. California Commercial Solar, Inc.*, Fresno County Superior Court Case No. 24CECG04326

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Raymundo Ramirez and Leonard Ramirez v. California Commercial Solar, Inc.*

The Action was filed against Defendant pursuant to the Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The Action was brought by former employees of Defendant on behalf of the State of California and all alleged “aggrieved employees,” defined as all current and former nonexempt employees of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiffs in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the Labor Code. Defendant denies that it did anything wrong, that it violated the Labor Code or that it owes any civil penalties. The parties agreed to resolve the case. The Court has not ruled on the merits of the Action.

The Court approved the settlement to be paid by Defendant for settlement of the PAGA claim for civil penalties. A portion of that settlement amount goes to the State of California’s Labor and Workforce Development Agency. Another portion of that amount goes to the aggrieved employees. In agreeing to this settlement, Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties. The amount is calculated based on a pro rata number of pay periods worked during the PAGA period. You are not a party to this lawsuit, but you and the State of California are bound by the settlement. If you have any questions, you can contact the settlement administrator: Phoenix Class Action Settlement Solutions, P.O. Box 7028, Orange, CA 92863, Telephone: 800-523-5773.

Please do not call or write the Court or Office of the Clerk of the Court to ask questions about the settlement.

Exhibit C



PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1037266-24
Plaintiff for PAGA Case: Raymundo Ramirez
Filer/Attorney for PAGA Case: Adam Rose
Law Firm for PAGA Plaintiff: Frontier Law Center
Employer: California Commercial Solar, Inc.
Date Case Received:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: Fresno County Superior Court
PAGA Court Case Number: 24CECG04326
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Court Complaint Submitted on 05/30/2025 10:53:10 AM by Gabriela Dominguez	RAYMUNDO RAMIREZ - LEONARD RAMIREZ - Filed.pdf	05/30/2025 10:53 AM	Court Complaint
Court Complaint Submitted on 10/07/2024 11:38:29 AM by Adam Rose	Complaint (7).pdf	10/07/2024 11:38 AM	Court Complaint
PAGA Notice Submitted on 06/30/2024 08:00:26 PM by Adam Rose	Commercial Solar PAGA.pdf	06/30/2024 08:00 PM	PAGA Notice

Exhibit D

for Raymundo Ramirez | Leonard Ramirez - Employment Claim - California Commercial Solar Inc - Charge No.:
LWDA-CM-1037266-24 Superior Court Case No.: 24CECG04326

Date	Activity	Description	Staff	Quantity	Price	Billable?	Write Off?	Status	Total
12/8/2025		One Legal Credit Card Sale_07807673	Theresa Anguiano	1	\$23.63	True	No	-	\$23.63
9/4/2025		One Legal Credit Card Sale_07484654	Theresa Anguiano	1	\$23.63	True	No	-	\$23.63
6/2/2025		Judicate West Inv. No 661510	Kaylie Urango	1	\$4,850.00	True	No	-	\$4,850.00
2/19/2025		PAID - CourtCallAppearanceInvoice_11899111_20250219072230_INVO	Taylor McCarthy	1	\$72.00	True	No	-	\$72.00
2/18/2025		One Legal Credit Card Sale_06813550	Taylor McCarthy	1	\$22.87	True	No	-	\$22.87
10/22/2024		One Legal Credit Card Sale_06445580	Taylor McCarthy	1	\$19.31	True	No	-	\$19.31
10/22/2024		One Legal Credit Card Sale_06459929	Taylor McCarthy	1	\$19.31	True	No	-	\$19.31
10/16/2024		One Legal Credit Card Sale_06467861	Dane Huntsman	1	\$19.31	True	No	-	\$19.31
10/11/2024		Invoice #UTL-2024049839 for process server	Dane Huntsman	1	\$68.00	True	No	-	\$68.00
10/7/2024		One Legal Credit Card Sale_06435999	Dane Huntsman	1	\$469.48	True	No	-	\$469.48
7/1/2024		Certified Mail PAGA Fee	Alina Arama	1	\$8.69	True	No	-	\$8.69
7/1/2024		PAGA - LWDA-CM-1037266-24 - California Commercial Solar, Inc.	Cynthia Rodriguez	1	\$75.00	True	No	-	\$75.00
4/26/2024		EVE AI SERVICES FEE	Taylor McCarthy	1	\$200.00	True	No	-	\$200.00
4/26/2024		Certified RR Mail Fee	Rosemary Flores	2	\$8.69	True	No	-	\$17.38
Total - Write offs									\$0.00
Total - Unbillable									\$0.00
Total - Billable									\$5,888.61
Total Wednesday, December 31, 2025									\$5,888.61 Page 1 of 2

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