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Attorneys for Plaintiffs Peter Sumo, Francisco Mora,
Hector Lopez, Frank Brown, and Anthony West,
on behalf of themselves and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

PETER SUMO, on behalf of himself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

SOLARGISTIX LLC, a Delaware limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: STK-CV-UOE-2024-10506

Assigned to the Hon. George J. Abdallah, Dept.
10A

**DECLARATION OF EVAN S. GAINES IN
SUPPORT OF REQUEST FOR DISMISSAL**

[Filed Concurrently: Request for Dismissal;
Order]

Complaint Filed: August 27, 2024

1 I, Evan S. Gaines, declare as follows:

2 1. I am an attorney duly admitted to practice law in the State of California, and I am the
3 owner of Gaines Law Corporation, counsel of record for Plaintiffs Peter Sumo, Francisco Mora,
4 Hector Lopez, Frank Brown, and Anthony West (collectively, "Plaintiffs") in this matter. The matters
5 set forth herein are of my own personal knowledge, and if sworn as a witness, I could and would
6 testify competently thereto.

7 2. On August 27, 2024, Plaintiff Peter Sumo filed the instant Action seeking penalties on
8 a representative basis, on behalf of himself and all "aggrieved employees," for SOLARGISTIX LLC
9 ("Defendant") violations of California Labor Code and the Private Attorneys General Act of 2004
10 ("PAGA"), codified as § 2698, *et seq.*, by failing to provide meal and rest periods, or compensation
11 in lieu thereof, failing to provide sick leave, and failing to issue complete and accurate wage
12 statements. Plaintiff Sumo subsequently amended his complaint to add Francisco Mora, Hector
13 Lopez, Frank Brown, and Anthony West as additional Plaintiffs. The alleged violations occurred
14 when Plaintiffs worked for Defendant in San Joaquin County, California.

15 3. Defendant is presently experiencing severe financial difficulties such that it is simply
16 not able to afford a settlement of any claim aside from Plaintiffs.

17 4. Accordingly, the Parties have negotiated a settlement of Plaintiffs' individual claims
18 only, and the PAGA representative claims will be dismissed without prejudice, as set forth in the
19 concurrently-filed request for dismissal. Attached hereto as **Exhibit A** is a true and correct redacted
20 copy of the Parties' Confidential Settlement Agreement and General Release of Claims (the
21 "Settlement Agreement") for each Plaintiff.

22 5. The settlement does not contemplate the waiver of any claims by anyone other than
23 Plaintiffs and does not provide for the waiver of PAGA representative claims asserted on behalf of
24 any employee or the State, such that there is no allocation of civil penalties in the Settlement.

25 6. Plaintiffs, therefore, request that the Court enter a dismissal of this action **with**
26 **prejudice** as to Plaintiffs' individual claims and **without prejudice** as to the PAGA representative
27 claims, pursuant to the request submitted concurrently herewith.
28

7. Concurrent with the filing of this Request for Dismissal, Plaintiffs have submitted the Settlement Agreement to the LWDA in compliance with Labor Code section 2699(1)(2). The upload confirmation is attached as **Exhibit B**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and was executed on May 7, 2026, at Westlake Village, California.



EVAN S. GAINES

EXHIBIT A

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (Agreement) is between Plaintiff Anthony West ("Plaintiff") and Defendant Solargistix LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties" and each is individually referred to as a "Party.").

Recitals

A. On August 27, 2024, Plaintiff filed a Representative Action Complaint ("Complaint") for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") against Defendant. In the Complaint, Plaintiff alleged claims for (1) failure to pay all minimum and overtime wages due wages due (Labor Code §§ 221, 510, 558, and 1194); (2) failure to provide meal periods Labor Code §§ 226.7, 512, and 558); (3) failure to provide rest periods Labor Code § 226.7); (4) failure to reimburse business expenses (Labor Code § 2802); (5) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a) and 226.3); and (6) failure to timely pay wages due at separation of employment (Labor Code §§ 201-202). The Complaint is currently pending as *Peter Sumo, et al. v. Solargistix LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-10506 (the "Lawsuit").

B. Defendant has denied and continues to deny Plaintiff's allegations in the Complaint and the Lawsuit and further denies any liability to Plaintiff and has raised various defenses to the claims made in the Complaint and Lawsuit.

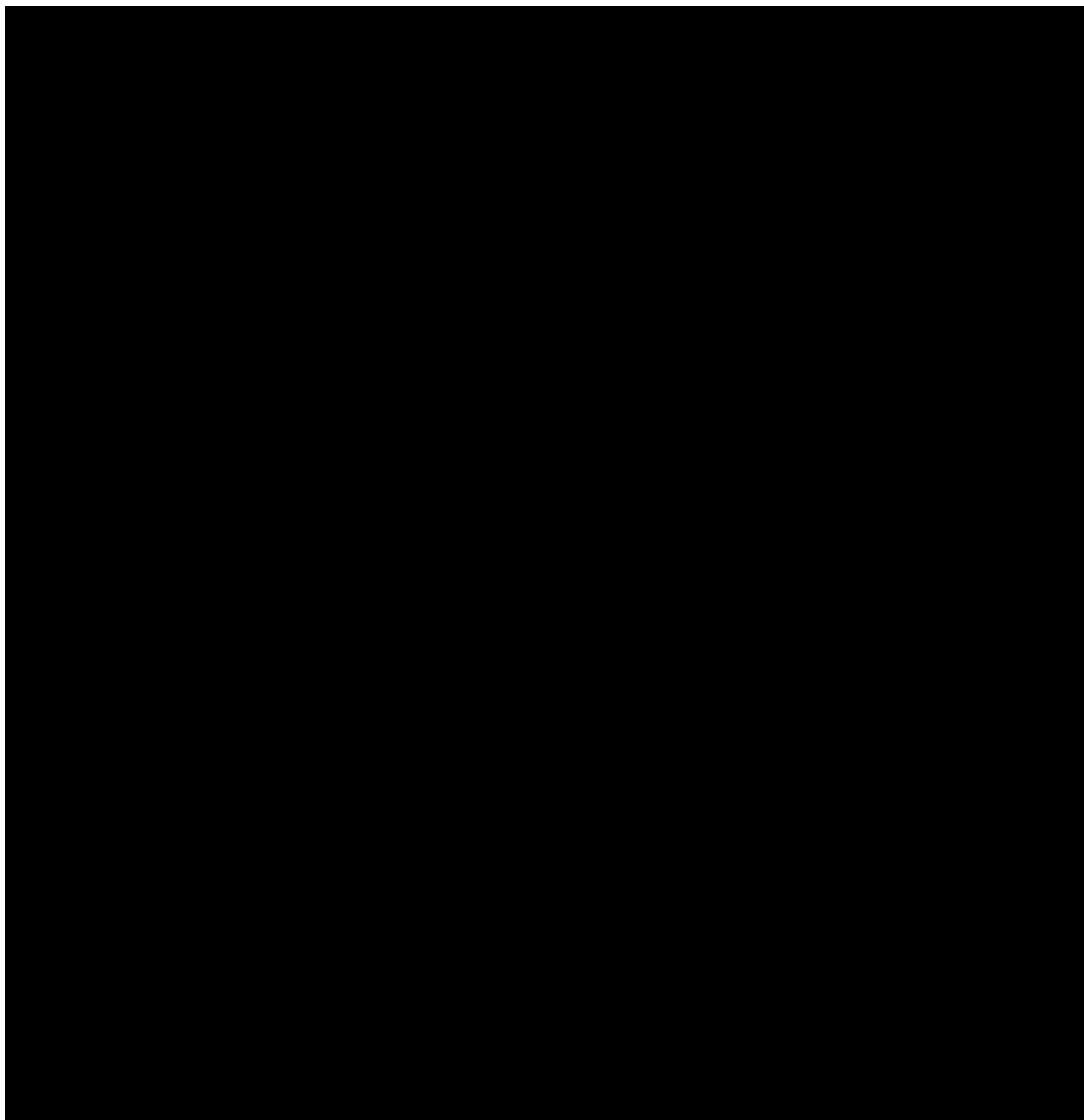
C. There has been no determination on the merits of Plaintiff's claims. Nonetheless in order to avoid additional costs and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant and the Releasees, as defined below, as of the date of Plaintiff's execution of this Agreement.

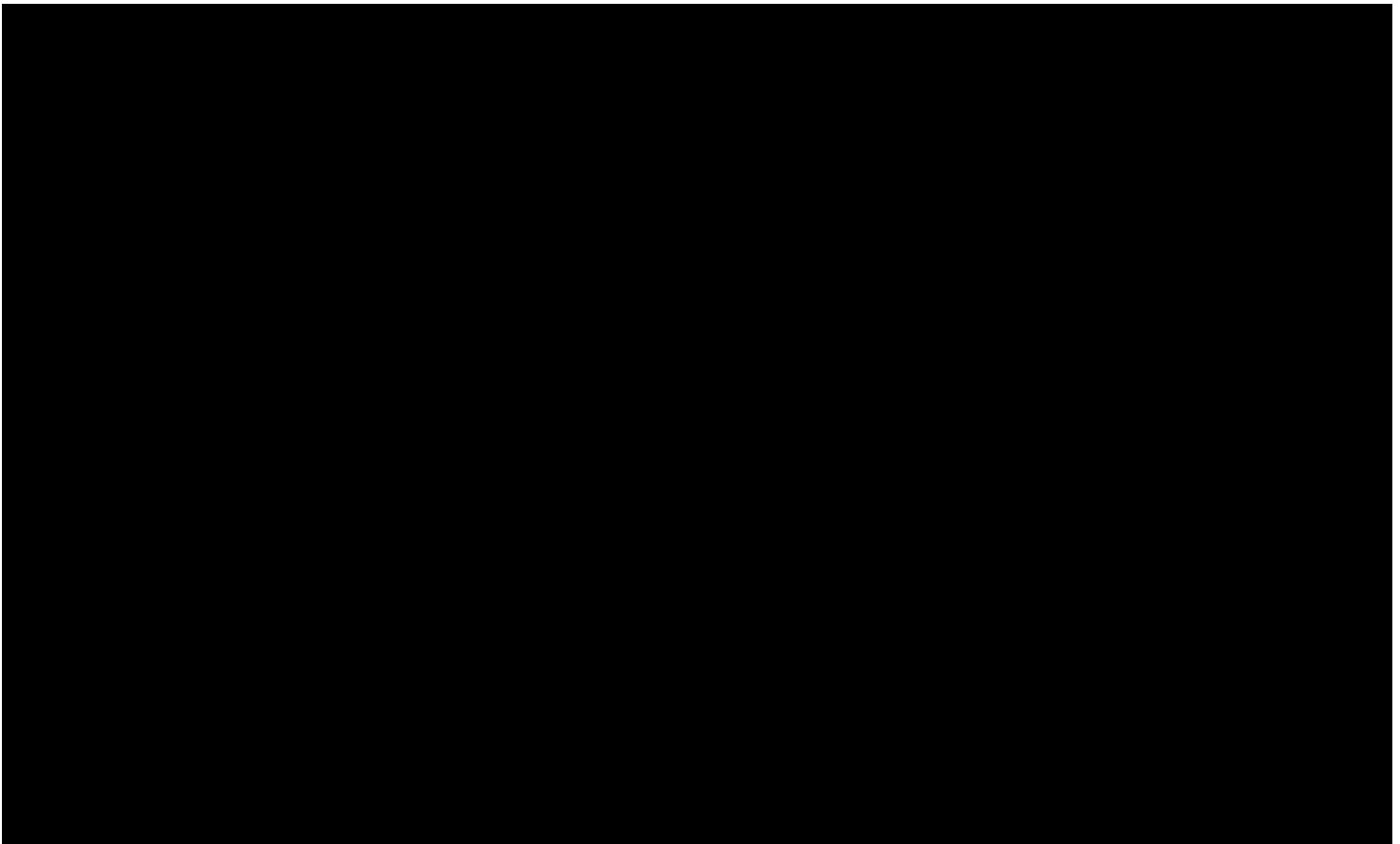
D. Pursuant to the terms and conditions of this Agreement, which the Parties acknowledge and represent to be fair, reasonable, and adequate and in their mutual best interests, Plaintiff and Defendant desire to resolve all disputes between the Parties, to compromise and settle the claims asserted in the Complaint and the Lawsuit, to release all rights and claims arising out of or in any way related to the claims that were asserted or could have been asserted in the Complaint and the Lawsuit, to end Plaintiff's suit on behalf of all allegedly aggrieved employees under PAGA, and any and all transactions, occurrences, or matters occurring between Plaintiff and Defendant prior to the date of this Agreement.

E. While this Agreement resolves the issues between the Parties in connection with the Complaint and the Lawsuit, it does not constitute an admission by any Party of any of the matters alleged by any other Party, or of any violation of Federal, State, or Local law, ordinance or regulation. Neither this Agreement nor anything in this Agreement shall be construed to be or be admissible in any proceeding as evidence of liability or wrongdoing by any of the Parties hereto.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and upon the terms and conditions set forth in this Agreement, the Parties agree as follows:





Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, injuries to reputation, emotional pain and suffering, wages, attorneys' fees, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendant or any Party released herein.

This Agreement and payment of the Settlement Sum is expressly conditioned upon the Court's dismissal of Plaintiff's representative PAGA claims without prejudice, and upon dismissal of the Plaintiff's individual claims with prejudice. Defendant's obligation to make the payments identified above will not accrue until the Court approves the dismissal of the Lawsuit. Upon approval of the dismissal by the Court ("Court Approval"), Defendant shall pay the initial payment under Section 1.a above upon the later of (a) May 1, 2026 and (b) ten (10) days from the date of Court Approval. The second (2nd) through sixth (6th) payments under Section 1 (Subsections 1.b through 1.f), shall be paid within thirty (30) days from the due date of the immediately prior payment.

Defendant will deliver the sums on the schedule described above upon Defendant's counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff; (2) an executed Form W-9 from Plaintiff; (3) an executed W-9 form from Gaines Law Corporation; (4) and the Court dismisses the Lawsuit in accordance with the terms of this Agreement.

2. Tax Indemnification. Defendant's payment of the Settlement Sum to Plaintiff represents a compromise of all of Plaintiff's claims. Plaintiff recognizes that Defendant is not withholding any further federal or state income taxes, or any other type of payroll deduction (other than that described above) from the Settlement Sum. Plaintiff agrees that liability, if any, for state and/or United States federal income tax payments or penalties arising from said payment shall be

Plaintiff's sole responsibility. Plaintiff agrees and covenants to hold Defendant harmless and defend Defendant from any and all claims and penalties arising out of or relating to any claim that Defendant should have withheld any sums from these payments or arising out of or relating to any claim that taxes were due and unpaid by Plaintiff.

3. General Release by Plaintiff. Subject to Defendant's full payment of the Settlement Sum, Plaintiff, on behalf of himself and his heirs, assigns, legal representatives, and in consideration of the payment of the Settlement Sum, releases and discharges Defendant, and its past and present owners, directors, managers, officers, members, employees, and agents, and any other persons acting by or on its behalf (collectively, the "Releasees"); from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney fees and costs actually incurred), of any nature, known or unknown, at law or in equity, which he may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way relating to his employment relationship with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement. Without limiting the foregoing general release, Plaintiff understands that this general release applies to, but is not limited to, the following:

- a. All individual claims and causes of action asserted in the Complaint and/or arising out of or relating to the Lawsuit;
- b. All claims arising from any alleged violation by Defendant or the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the FLSA; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) California Labor Code §§ 98.6, 201-204, 210, 221, 226(a), 226.7, 226.8, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c. All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers' compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
- d. All claims arising from alleged violations of California and other states' common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and

- e. All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.

This release does not apply to any individual other than Plaintiff, nor to any PAGA claims asserted by anyone other than Plaintiff. Plaintiff concedes that, after he is paid the Settlement Sum, he lacks standing to assert his PAGA claims against the Defendant, and agrees never to do so. Plaintiff does not waive any claims based on events arising after the execution of this Agreement. This general release applies only to those claims that Plaintiff, individually, now has, owns, or holds, or which Plaintiff had, owned, or held, or claimed to own at any time before execution of this Agreement, against Defendant or the Releasees. Excluded from this release are rights and obligations arising out of this Agreement and any claims which cannot be waived or released by law. The Lawsuit will be dismissed *without prejudice* to the rights of allegedly aggrieved employees (other than Plaintiff's), allowing them to bring their own claims. This release in no way impacts the claims of any individual except Plaintiff.

4. Dismissal. Pursuant to paragraph 1 above, promptly after this Agreement is fully executed by the Parties, Plaintiff shall dismiss the Lawsuit with each Party to bear its own attorneys' fees and costs. Upon receipt of the fully executed Settlement Agreement, Plaintiff's counsel will file with the Court a Request for Dismissal, with prejudice as to Plaintiff's individual claims and without prejudice as to the PAGA claims alleged, together with a supporting declaration from Plaintiff's counsel detailing the basis for the settlement. Concurrently, Plaintiff's counsel shall submit this Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA. Plaintiff shall attempt to obtain the dismissal without submitting this Agreement or detailing its financial terms to the Court, but if the Court requires that Plaintiff submit this Agreement or provide further details in order to effectuate the dismissal, the Plaintiff will first seek to submit the Agreement or the necessary details under seal or *in camera* to comply with the Court's requests, but, if ordered by the Court to file the Agreement or the necessary details on the public docket, Plaintiff will comply with the Court's order.

5. Covenant Not to Sue. By executing this Agreement, Plaintiff acknowledges and further agrees not to file or re-file any of the claims asserted in the Complaint or any other complaints or charges against Defendant or the Releasees related to conduct occurring prior to the date of this Agreement. Plaintiff will forever abandon his claim with the LWDA.

6. Release of Unknown Claims/Waiver and Relinquishment of Rights Under Section 1542. Plaintiff acknowledges there is a risk that, after he signs and returns this Agreement, Plaintiff may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiff, after conferring with his counsel, hereby assumes that risk and agrees that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Subject to Defendant's full payment of the Settlement Sum, Plaintiff hereby relinquishes and waives any and all claims against Defendant and the Releasees, and he expressly warrants that he has been fully advised by his attorney of the contents of California Civil Code § 1542 (Section 1542). Further, it is Plaintiff's desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Complaint and the Lawsuit against Defendant and the Releasees, whether known or unknown, liquidated or

unliquidated. Plaintiff waives, as to all claims identified in paragraph 3, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, Plaintiff hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiff understands and agrees that he is providing Defendant and the Releasees with a full and complete release with respect to the claims identified in paragraph 3, including, without limitation, any claims for penalties, attorney fees, and costs.

7. No Claim for Costs and Attorney Fees. Plaintiff agrees that neither this Agreement nor any action taken pursuant to this Agreement shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to, an award of attorney fees or costs, and no monies in addition to those referred to paragraph 1 of this Agreement shall be payable to him or his legal counsel for attorney fees or costs or for any other reason. Each party hereto shall bear his/its own attorneys' fees and costs, except as expressly provided for herein.

8. Disclaimer of Liability. Plaintiff acknowledges that nothing in this Agreement shall constitute or be construed as an admission of liability on the part of or an admission of wrongdoing by Defendant. Defendant expressly denies that it has done anything wrong or unlawful. Plaintiff also understands that this Agreement is entered into solely for the purpose of settlement and compromise and in an effort to fully resolve all matters arising out of his employment with Defendant, and any and all transactions, occurrences, or matters occurring between or among the Parties prior to the date of this Agreement.

9. Non-Disparagement. Plaintiff agrees not to testify in any matter in which Defendant has an interest unless Plaintiff is under compulsory process. If Plaintiff is served with process concerning any matter in which Defendant is a named party, Plaintiff will immediately notify, by overnight mail and by email, counsel for Defendant, Womble Bond Dickinson US LLP, attention Alidad Vakili, alidad.vakili@wbd-us.com. The Parties agree that they shall not orally or in writing criticize, disparage, make any negative statements, defame, or otherwise undermine any other Party, including their businesses operations, products, services, employees, practices, procedures, or policies. The Parties understand and agree that this paragraph is a material provision of this Agreement, that any breach of this paragraph shall be a material breach of this Agreement, and that the other Party would be irreparably harmed by violation of this paragraph. This paragraph shall not prohibit Plaintiff from cooperating with a governmental investigation, communicating with a government agency, or testifying under oath in a duly-noticed proceeding.

10. Confidentiality. Plaintiff, and anyone to whom he discloses the terms of this Agreement under this paragraph, shall keep confidential and will not disclose any of the terms or conditions of this Agreement, or the negotiations which resulted in this Agreement, except: (a) to legal counsel, accountants, tax authorities, and his spouse, parents, or children; or (b) as otherwise required by law or legal process or for the limited purpose of enforcement of this Agreement, to obtain dismissal of the Lawsuit, and to comply with the requirements of PAGA (i.e. submission of this Agreement to the LWDA, if necessary). Plaintiff further acknowledges that confidentiality is the essence of this Agreement. If Plaintiff, or anyone to whom he discloses the terms of this Agreement under this paragraph, is asked about the Complaint or circumstances surrounding the Lawsuit, he is to respond that the case has been resolved to Plaintiff's satisfaction and that he is bound by confidentiality obligations not to speak about the specifics of the case or Plaintiff's work for Defendant.

12. Non-Cooperation/Non-Enticement: Plaintiff agrees not to initiate, encourage, cause, direct, assist, participate in, support or counsel other individual(s) including but not limited to Defendant's current or former employees to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendant. Plaintiff further agrees not to participate in any legal proceeding against Defendant absent a valid subpoena or Court Order.

13. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, no party should be considered the drafter of the document, and the language should not be strictly construed against any Party. Instead, the language of the Agreement should be interpreted in a manner consistent with the ordinary and reasonable meaning of the words used.

14. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, officers, directors, members, partners, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, successors, and assigns, each of which shall be considered third party beneficiaries, although not specifically named herein.

15. Representations and Warranties. Plaintiff represents and warrants (a) that he has read this Agreement and fully understands it, (b) that he is fully aware of his rights, (c) that he has had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, (d) that he has sought and received the advice of an attorney, (e) that Gaines Law Corporation, is the only counsel who have represented him in the matters covered by this Agreement and who may have any claim for fees and costs with regard to these matters and the events giving rise to these matters, (f) that he has not transferred his interest in his claims to any other person, (g) that he is entering into this Agreement freely, voluntarily and without duress, undue influence, coercion, or promise of benefit, except as expressly set forth herein, and (h) no

attorney representing him in this Lawsuit has pending any other potential claims of any sort against Defendant.

16. Counterparts. This Agreement may be executed in identical counterparts, each of which will constitute an original of this Agreement. Signatures of the Parties may be exchanged by facsimile or electronically (e.g., PDF) and same will be treated as an original.

17. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the transaction contemplated herein and supersedes all prior negotiations, proposed, and understandings, if any, between the parties. No provision of this Agreement shall be modified except in writing signed by each of the Parties. The provisions of this Agreement are severable, and, if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. Should any Party breach or otherwise fail to comply with the terms and provisions of this Agreement, the prevailing party in any such dispute shall be entitled to recover, in addition to any and all other appropriate relief, all costs arising therefrom, including, but not limited to, attorney fees. The laws of the State of California shall govern this Agreement in all aspects, including execution, interpretation, performance and enforcement.

18. Neutral Reference. In response to any inquiry from any of Plaintiff's prospective employers, Defendant shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of employment and last position held, and nothing more.

19. Default; Notice; Cure; Acceleration; Time Is Of The Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payments due hereunder, Defendant shall be in default of its obligations. Plaintiff shall thereafter give notice of default to Defendant and counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts due under this Agreement shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement, evidencing their intent to be bound to this Agreement, on the dates below his signature or the signature of their representatives. The date of this Agreement shall be the date of the latest signature.

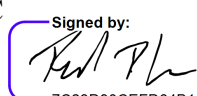
PLAINTIFF



ANTHONY WEST

Dated: 04 / 30 / 2026

DEFENDANT

SOLARGISTIX LLC
By:  Signed by:

7C23D90CEFD04B1...
Rod Place
Its Member

Dated: 5/6/2026

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (Agreement) is between Plaintiff Francisco Mora ("Plaintiff") and Defendant Solargistix LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties" and each is individually referred to as a "Party.").

Recitals

A. On August 27, 2024, Plaintiff filed a Representative Action Complaint ("Complaint") for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") against Defendant. In the Complaint, Plaintiff alleged claims for (1) failure to pay all minimum and overtime wages due wages due (Labor Code §§ 221, 510, 558, and 1194); (2) failure to provide meal periods Labor Code §§ 226.7, 512, and 558); (3) failure to provide rest periods Labor Code § 226.7); (4) failure to reimburse business expenses (Labor Code § 2802); (5) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a) and 226.3); and (6) failure to timely pay wages due at separation of employment (Labor Code §§ 201-202). The Complaint is currently pending as *Peter Sumo, et al. v. Solargistix LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-10506 (the "Lawsuit").

B. Defendant has denied and continues to deny Plaintiff's allegations in the Complaint and the Lawsuit and further denies any liability to Plaintiff and has raised various defenses to the claims made in the Complaint and Lawsuit.

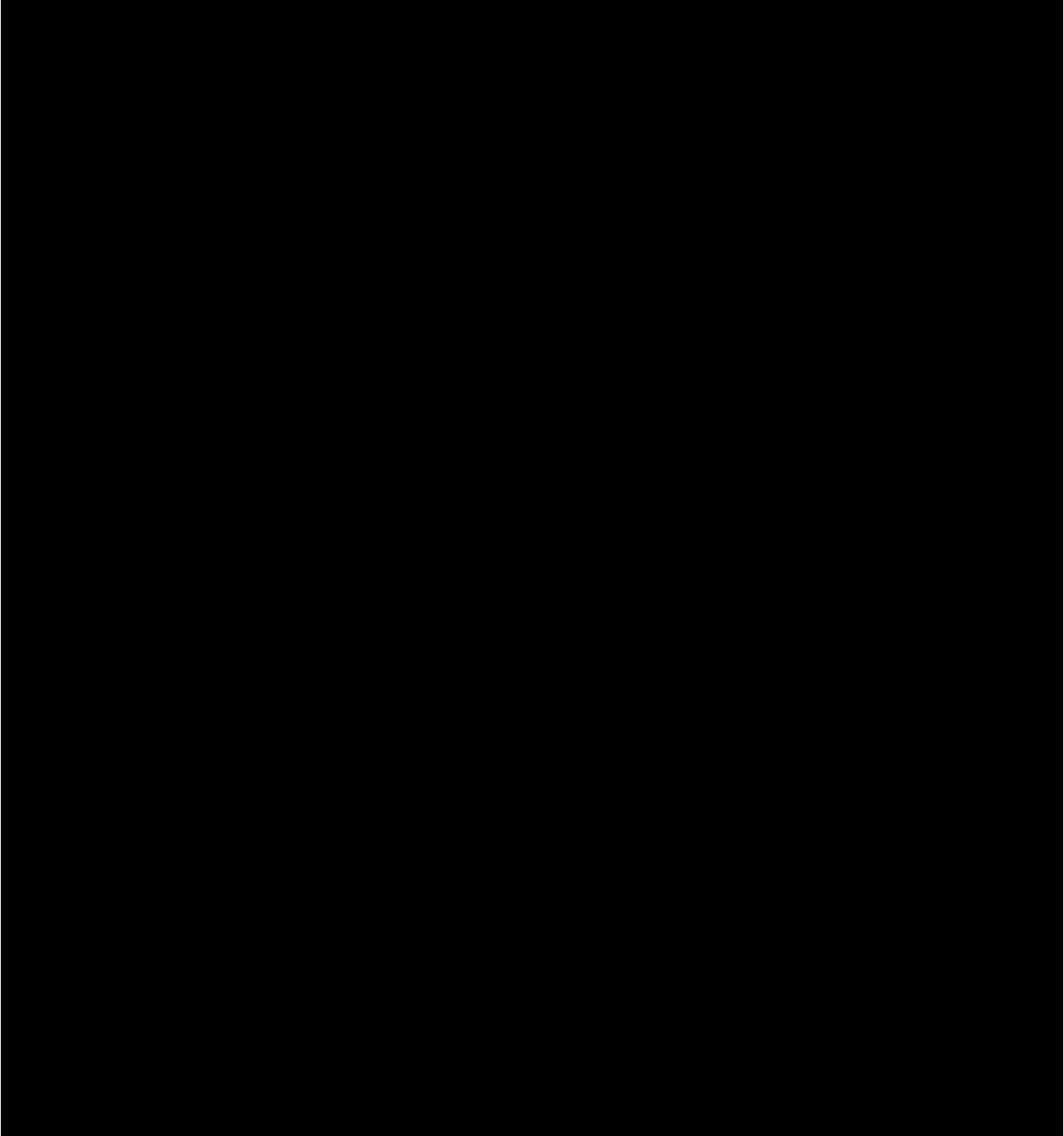
C. There has been no determination on the merits of Plaintiff's claims. Nonetheless in order to avoid additional costs and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant and the Releasees, as defined below, as of the date of Plaintiff's execution of this Agreement.

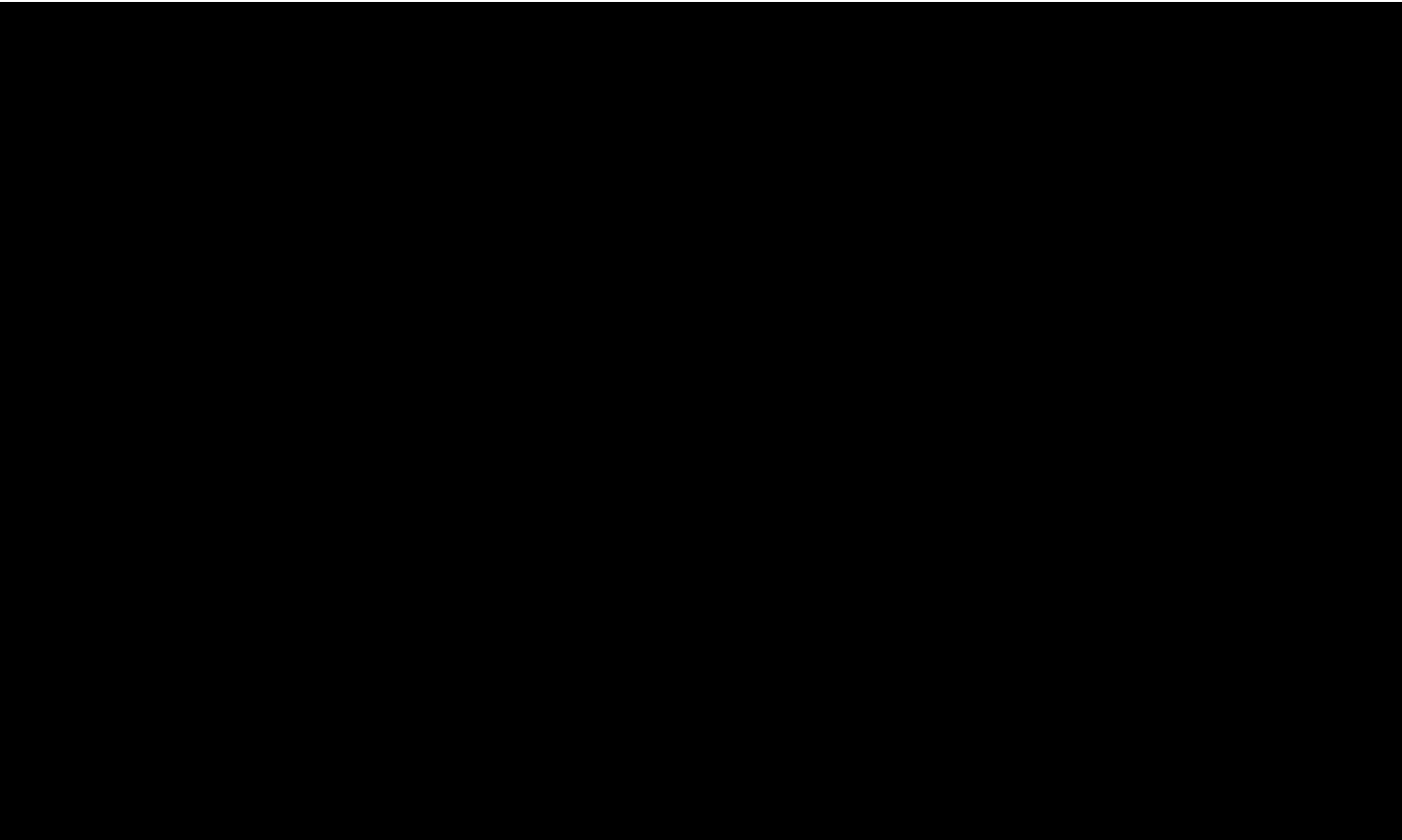
D. Pursuant to the terms and conditions of this Agreement, which the Parties acknowledge and represent to be fair, reasonable, and adequate and in their mutual best interests, Plaintiff and Defendant desire to resolve all disputes between the Parties, to compromise and settle the claims asserted in the Complaint and the Lawsuit, to release all rights and claims arising out of or in any way related to the claims that were asserted or could have been asserted in the Complaint and the Lawsuit, to end Plaintiff's suit on behalf of all allegedly aggrieved employees under PAGA, and any and all transactions, occurrences, or matters occurring between Plaintiff and Defendant prior to the date of this Agreement.

E. While this Agreement resolves the issues between the Parties in connection with the Complaint and the Lawsuit, it does not constitute an admission by any Party of any of the matters alleged by any other Party, or of any violation of Federal, State, or Local law, ordinance or regulation. Neither this Agreement nor anything in this Agreement shall be construed to be or be admissible in any proceeding as evidence of liability or wrongdoing by any of the Parties hereto.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and upon the terms and conditions set forth in this Agreement, the Parties agree as follows:





Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, injuries to reputation, emotional pain and suffering, wages, attorneys' fees, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendant or any Party released herein.

This Agreement and payment of the Settlement Sum is expressly conditioned upon the Court's dismissal of Plaintiff's representative PAGA claims without prejudice, and upon dismissal of the Plaintiff's individual claims with prejudice. Defendant's obligation to make the payments identified above will not accrue until the Court approves the dismissal of the Lawsuit. Upon approval of the dismissal by the Court ("Court Approval"), Defendant shall pay the initial payment under Section 1.a above upon the later of (a) May 1, 2026 and (b) ten (10) days from the date of Court Approval. The second (2nd) through sixth (6th) payments under Section 1 (Subsections 1.b through 1.f), shall be paid within thirty (30) days from the due date of the immediately prior payment.

Defendant will deliver the sums on the schedule described above upon Defendant's counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff; (2) an executed Form W-9 from Plaintiff; (3) an executed W-9 form from Gaines Law Corporation; (4) and the Court dismisses the Lawsuit in accordance with the terms of this Agreement.

2. Tax Indemnification. Defendant's payment of the Settlement Sum to Plaintiff represents a compromise of all of Plaintiff's claims. Plaintiff recognizes that Defendant is not withholding any further federal or state income taxes, or any other type of payroll deduction (other than that described above) from the Settlement Sum. Plaintiff agrees that liability, if any, for state and/or United States federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees and covenants to hold Defendant harmless and

defend Defendant from any and all claims and penalties arising out of or relating to any claim that Defendant should have withheld any sums from these payments or arising out of or relating to any claim that taxes were due and unpaid by Plaintiff.

3. General Release by Plaintiff. Subject to Defendant's full payment of the Settlement Sum, Plaintiff, on behalf of himself and his heirs, assigns, legal representatives, and in consideration of the payment of the Settlement Sum, releases and discharges Defendant, and its past and present owners, directors, managers, officers, members, employees, and agents, and any other persons acting by or on its behalf (collectively, the "Releasees"); from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney fees and costs actually incurred), of any nature, known or unknown, at law or in equity, which he may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way relating to his employment relationship with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement. Without limiting the foregoing general release, Plaintiff understands that this general release applies to, but is not limited to, the following:

- a. All individual claims and causes of action asserted in the Complaint and/or arising out of or relating to the Lawsuit;
- b. All claims arising from any alleged violation by Defendant or the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the FLSA; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) California Labor Code §§ 98.6, 201-204, 210, 221, 226(a), 226.7, 226.8, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c. All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers' compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
- d. All claims arising from alleged violations of California and other states' common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and

- e. All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.

This release does not apply to any individual other than Plaintiff, nor to any PAGA claims asserted by anyone other than Plaintiff. Plaintiff concedes that, after he is paid the Settlement Sum, he lacks standing to assert his PAGA claims against the Defendant, and agrees never to do so. Plaintiff does not waive any claims based on events arising after the execution of this Agreement. This general release applies only to those claims that Plaintiff, individually, now has, owns, or holds, or which Plaintiff had, owned, or held, or claimed to own at any time before execution of this Agreement, against Defendant or the Releasees. Excluded from this release are rights and obligations arising out of this Agreement and any claims which cannot be waived or released by law. The Lawsuit will be dismissed *without prejudice* to the rights of allegedly aggrieved employees (other than Plaintiff's), allowing them to bring their own claims. This release in no way impacts the claims of any individual except Plaintiff.

4. Dismissal. Pursuant to paragraph 1 above, promptly after this Agreement is fully executed by the Parties, Plaintiff shall dismiss the Lawsuit with each Party to bear its own attorneys' fees and costs. Upon receipt of the fully executed Settlement Agreement, Plaintiff's counsel will file with the Court a Request for Dismissal, with prejudice as to Plaintiff's individual claims and without prejudice as to the PAGA claims alleged, together with a supporting declaration from Plaintiff's counsel detailing the basis for the settlement. Concurrently, Plaintiff's counsel shall submit this Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA. Plaintiff shall attempt to obtain the dismissal without submitting this Agreement or detailing its financial terms to the Court, but if the Court requires that Plaintiff submit this Agreement or provide further details in order to effectuate the dismissal, the Plaintiff will first seek to submit the Agreement or the necessary details under seal or *in camera* to comply with the Court's requests, but, if ordered by the Court to file the Agreement or the necessary details on the public docket, Plaintiff will comply with the Court's order.

5. Covenant Not to Sue. By executing this Agreement, Plaintiff acknowledges and further agrees not to file or re-file any of the claims asserted in the Complaint or any other complaints or charges against Defendant or the Releasees related to conduct occurring prior to the date of this Agreement. Plaintiff will forever abandon his claim with the LWDA.

6. Release of Unknown Claims/Waiver and Relinquishment of Rights Under Section 1542. Plaintiff acknowledges there is a risk that, after he signs and returns this Agreement, Plaintiff may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiff, after conferring with his counsel, hereby assumes that risk and agrees that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Subject to Defendant's full payment of the Settlement Sum, Plaintiff hereby relinquishes and waives any and all claims against Defendant and the Releasees, and he expressly warrants that he has been fully advised by his attorney of the contents of California Civil Code § 1542 (Section 1542). Further, it is Plaintiff's desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Complaint and the Lawsuit against Defendant and the Releasees, whether known or unknown, liquidated or

unliquidated. Plaintiff waives, as to all claims identified in paragraph 3, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, Plaintiff hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiff understands and agrees that he is providing Defendant and the Releasees with a full and complete release with respect to the claims identified in paragraph 3, including, without limitation, any claims for penalties, attorney fees, and costs.

7. No Claim for Costs and Attorney Fees. Plaintiff agrees that neither this Agreement nor any action taken pursuant to this Agreement shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to, an award of attorney fees or costs, and no monies in addition to those referred to paragraph 1 of this Agreement shall be payable to him or his legal counsel for attorney fees or costs or for any other reason. Each party hereto shall bear his/its own attorneys' fees and costs, except as expressly provided for herein.

8. Disclaimer of Liability. Plaintiff acknowledges that nothing in this Agreement shall constitute or be construed as an admission of liability on the part of or an admission of wrongdoing by Defendant. Defendant expressly denies that it has done anything wrong or unlawful. Plaintiff also understands that this Agreement is entered into solely for the purpose of settlement and compromise and in an effort to fully resolve all matters arising out of his employment with Defendant, and any and all transactions, occurrences, or matters occurring between or among the Parties prior to the date of this Agreement.

9. Non-Disparagement. Plaintiff agrees not to testify in any matter in which Defendant has an interest unless Plaintiff is under compulsory process. If Plaintiff is served with process concerning any matter in which Defendant is a named party, Plaintiff will immediately notify, by overnight mail and by email, counsel for Defendant, Womble Bond Dickinson US LLP, attention Alidad Vakili, alidad.vakili@wbd-us.com. The Parties agree that they shall not orally or in writing criticize, disparage, make any negative statements, defame, or otherwise undermine any other Party, including their businesses operations, products, services, employees, practices, procedures, or policies. The Parties understand and agree that this paragraph is a material provision of this Agreement, that any breach of this paragraph shall be a material breach of this Agreement, and that the other Party would be irreparably harmed by violation of this paragraph. This paragraph shall not prohibit Plaintiff from cooperating with a governmental investigation, communicating with a government agency, or testifying under oath in a duly-noticed proceeding.

10. Confidentiality. Plaintiff, and anyone to whom he discloses the terms of this Agreement under this paragraph, shall keep confidential and will not disclose any of the terms or conditions of this Agreement, or the negotiations which resulted in this Agreement, except: (a) to legal counsel, accountants, tax authorities, and his spouse, parents, or children; or (b) as otherwise required by law or legal process or for the limited purpose of enforcement of this Agreement, to obtain dismissal of the Lawsuit, and to comply with the requirements of PAGA (i.e. submission of this Agreement to the LWDA, if necessary). Plaintiff further acknowledges that confidentiality is the essence of this Agreement. If Plaintiff, or anyone to whom he discloses the terms of this Agreement under this paragraph, is asked about the Complaint or circumstances surrounding the Lawsuit, he is to respond that the case has been resolved to Plaintiff's satisfaction and that he is bound by confidentiality obligations not to speak about the specifics of the case or Plaintiff's work for Defendant.

12. Non-Cooperation/Non-Enticement: Plaintiff agrees not to initiate, encourage, cause, direct, assist, participate in, support or counsel other individual(s) including but not limited to Defendant's current or former employees to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendant. Plaintiff further agrees not to participate in any legal proceeding against Defendant absent a valid subpoena or Court Order.

13. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, no party should be considered the drafter of the document, and the language should not be strictly construed against any Party. Instead, the language of the Agreement should be interpreted in a manner consistent with the ordinary and reasonable meaning of the words used.

14. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, officers, directors, members, partners, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, successors, and assigns, each of which shall be considered third party beneficiaries, although not specifically named herein.

15. Representations and Warranties. Plaintiff represents and warrants (a) that he has read this Agreement and fully understands it, (b) that he is fully aware of his rights, (c) that he has had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, (d) that he has sought and received the advice of an attorney, (e) that Gaines Law Corporation, is the only counsel who have represented him in the matters covered by this Agreement and who may have any claim for fees and costs with regard to these matters and the events giving rise to these matters, (f) that he has not transferred his interest in his claims to any other person, (g) that he is entering into this Agreement freely, voluntarily and without duress, undue influence, coercion, or promise of benefit, except as expressly set forth herein, and (h) no

attorney representing him in this Lawsuit has pending any other potential claims of any sort against Defendant.

16. Counterparts. This Agreement may be executed in identical counterparts, each of which will constitute an original of this Agreement. Signatures of the Parties may be exchanged by facsimile or electronically (e.g., PDF) and same will be treated as an original.

17. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the transaction contemplated herein and supersedes all prior negotiations, proposed, and understandings, if any, between the parties. No provision of this Agreement shall be modified except in writing signed by each of the Parties. The provisions of this Agreement are severable, and, if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. Should any Party breach or otherwise fail to comply with the terms and provisions of this Agreement, the prevailing party in any such dispute shall be entitled to recover, in addition to any and all other appropriate relief, all costs arising therefrom, including, but not limited to, attorney fees. The laws of the State of California shall govern this Agreement in all aspects, including execution, interpretation, performance and enforcement.

18. Neutral Reference. In response to any inquiry from any of Plaintiff's prospective employers, Defendant shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of employment and last position held, and nothing more.

19. Default; Notice; Cure; Acceleration; Time Is Of The Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payments due hereunder, Defendant shall be in default of its obligations. Plaintiff shall thereafter give notice of default to Defendant and counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts due under this Agreement shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement, evidencing their intent to be bound to this Agreement, on the dates below his signature or the signature of their representatives. The date of this Agreement shall be the date of the latest signature.

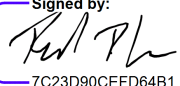
PLAINTIFF



FRANCISCO MORA

Dated: 04 / 30 / 2026

DEFENDANT

SOLARGISTIX LLC
By:  Signed by:

7C23D90CEFD64B1...
Rod Place
Its Member
Dated: 5/6/2026

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (Agreement) is between Plaintiff Frank Brown ("Plaintiff") and Defendant Solargistix LLC ("Defendant") (Plaintiff and Defendant are together referred to as the "Parties" and each is individually referred to as a "Party.").

Recitals

A. On August 27, 2024, Plaintiff filed a Representative Action Complaint ("Complaint") for penalties under the Labor Code Private Attorneys General Act of 2004 ("PAGA") against Defendant. In the Complaint, Plaintiff alleged claims for (1) failure to pay all minimum and overtime wages due wages due (Labor Code §§ 221, 510, 558, and 1194); (2) failure to provide meal periods Labor Code §§ 226.7, 512, and 558); (3) failure to provide rest periods Labor Code § 226.7); (4) failure to reimburse business expenses (Labor Code § 2802); (5) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a) and 226.3); and (6) failure to timely pay wages due at separation of employment (Labor Code §§ 201-202). The Complaint is currently pending as *Peter Sumo, et al. v. Solargistix LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-10506 (the "Lawsuit").

B. Defendant has denied and continues to deny Plaintiff's allegations in the Complaint and the Lawsuit and further denies any liability to Plaintiff and has raised various defenses to the claims made in the Complaint and Lawsuit.

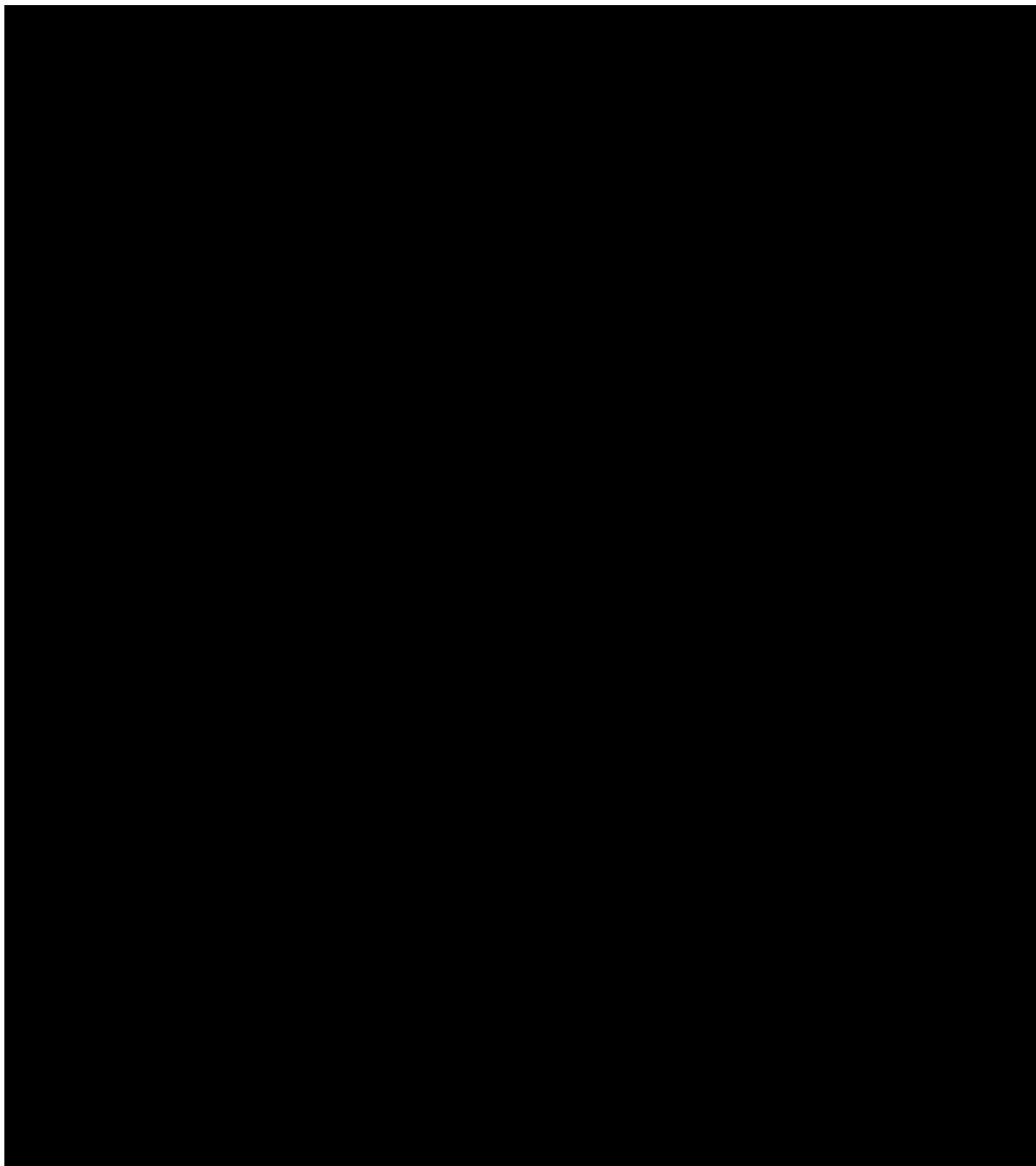
C. There has been no determination on the merits of Plaintiff's claims. Nonetheless in order to avoid additional costs and the uncertainty of litigation, the Parties desire to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendant and the Releasees, as defined below, as of the date of Plaintiff's execution of this Agreement.

D. Pursuant to the terms and conditions of this Agreement, which the Parties acknowledge and represent to be fair, reasonable, and adequate and in their mutual best interests, Plaintiff and Defendant desire to resolve all disputes between the Parties, to compromise and settle the claims asserted in the Complaint and the Lawsuit, to release all rights and claims arising out of or in any way related to the claims that were asserted or could have been asserted in the Complaint and the Lawsuit, to end Plaintiff's suit on behalf of all allegedly aggrieved employees under PAGA, and any and all transactions, occurrences, or matters occurring between Plaintiff and Defendant prior to the date of this Agreement.

E. While this Agreement resolves the issues between the Parties in connection with the Complaint and the Lawsuit, it does not constitute an admission by any Party of any of the matters alleged by any other Party, or of any violation of Federal, State, or Local law, ordinance or regulation. Neither this Agreement nor anything in this Agreement shall be construed to be or be admissible in any proceeding as evidence of liability or wrongdoing by any of the Parties hereto.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and upon the terms and conditions set forth in this Agreement, the Parties agree as follows:



Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, injuries to reputation, emotional pain and suffering, wages, attorneys' fees, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendant or any Party released herein.

This Agreement and payment of the Settlement Sum is expressly conditioned upon the Court's dismissal of Plaintiff's representative PAGA claims without prejudice, and upon dismissal of the Plaintiff's individual claims with prejudice. Defendant's obligation to make the payments identified above will not accrue until the Court approves the dismissal of the Lawsuit. Upon approval of the dismissal by the Court ("Court Approval"), Defendant shall pay the initial payment under Section 1.a above upon the later of (a) May 1, 2026 and (b) ten (10) days from the date of Court Approval. The second (2nd) through sixth (6th) payments under Section 1 (Subsections 1.b through 1.f), shall be paid within thirty (30) days from the due date of the immediately prior payment.

Defendant will deliver the sums on the schedule described above upon Defendant's counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff; (2) an executed Form W-9 from Plaintiff; (3) an executed W-9 form from Gaines Law Corporation; (4) and the Court dismisses the Lawsuit in accordance with the terms of this Agreement.

2. Tax Indemnification. Defendant's payment of the Settlement Sum to Plaintiff represents a compromise of all of Plaintiff's claims. Plaintiff recognizes that Defendant is not withholding any further federal or state income taxes, or any other type of payroll deduction (other than that described above) from the Settlement Sum. Plaintiff agrees that liability, if any, for state and/or United States federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees and covenants to hold Defendant harmless and

defend Defendant from any and all claims and penalties arising out of or relating to any claim that Defendant should have withheld any sums from these payments or arising out of or relating to any claim that taxes were due and unpaid by Plaintiff.

3. General Release by Plaintiff. Subject to Defendant's full payment of the Settlement Sum, Plaintiff, on behalf of himself and his heirs, assigns, legal representatives, and in consideration of the payment of the Settlement Sum, releases and discharges Defendant, and its past and present owners, directors, managers, officers, members, employees, and agents, and any other persons acting by or on its behalf (collectively, the "Releasees"); from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney fees and costs actually incurred), of any nature, known or unknown, at law or in equity, which he may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way relating to his employment relationship with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement. Without limiting the foregoing general release, Plaintiff understands that this general release applies to, but is not limited to, the following:

- a. All individual claims and causes of action asserted in the Complaint and/or arising out of or relating to the Lawsuit;
- b. All claims arising from any alleged violation by Defendant or the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the FLSA; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) California Labor Code §§ 98.6, 201-204, 210, 221, 226(a), 226.7, 226.8, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c. All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers' compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
- d. All claims arising from alleged violations of California and other states' common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and

- e. All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.

This release does not apply to any individual other than Plaintiff, nor to any PAGA claims asserted by anyone other than Plaintiff. Plaintiff concedes that, after he is paid the Settlement Sum, he lacks standing to assert his PAGA claims against the Defendant, and agrees never to do so. Plaintiff does not waive any claims based on events arising after the execution of this Agreement. This general release applies only to those claims that Plaintiff, individually, now has, owns, or holds, or which Plaintiff had, owned, or held, or claimed to own at any time before execution of this Agreement, against Defendant or the Releasees. Excluded from this release are rights and obligations arising out of this Agreement and any claims which cannot be waived or released by law. The Lawsuit will be dismissed *without prejudice* to the rights of allegedly aggrieved employees (other than Plaintiff's), allowing them to bring their own claims. This release in no way impacts the claims of any individual except Plaintiff.

4. Dismissal. Pursuant to paragraph 1 above, promptly after this Agreement is fully executed by the Parties, Plaintiff shall dismiss the Lawsuit with each Party to bear its own attorneys' fees and costs. Upon receipt of the fully executed Settlement Agreement, Plaintiff's counsel will file with the Court a Request for Dismissal, with prejudice as to Plaintiff's individual claims and without prejudice as to the PAGA claims alleged, together with a supporting declaration from Plaintiff's counsel detailing the basis for the settlement. Concurrently, Plaintiff's counsel shall submit this Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA. Plaintiff shall attempt to obtain the dismissal without submitting this Agreement or detailing its financial terms to the Court, but if the Court requires that Plaintiff submit this Agreement or provide further details in order to effectuate the dismissal, the Plaintiff will first seek to submit the Agreement or the necessary details under seal or *in camera* to comply with the Court's requests, but, if ordered by the Court to file the Agreement or the necessary details on the public docket, Plaintiff will comply with the Court's order.

5. Covenant Not to Sue. By executing this Agreement, Plaintiff acknowledges and further agrees not to file or re-file any of the claims asserted in the Complaint or any other complaints or charges against Defendant or the Releasees related to conduct occurring prior to the date of this Agreement. Plaintiff will forever abandon his claim with the LWDA.

6. Release of Unknown Claims/Waiver and Relinquishment of Rights Under Section 1542. Plaintiff acknowledges there is a risk that, after he signs and returns this Agreement, Plaintiff may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiff, after conferring with his counsel, hereby assumes that risk and agrees that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Subject to Defendant's full payment of the Settlement Sum, Plaintiff hereby relinquishes and waives any and all claims against Defendant and the Releasees, and he expressly warrants that he has been fully advised by his attorney of the contents of California Civil Code § 1542 (Section 1542). Further, it is Plaintiff's desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Complaint and the Lawsuit against Defendant and the Releasees, whether known or unknown, liquidated or

unliquidated. Plaintiff waives, as to all claims identified in paragraph 3, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, Plaintiff hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiff understands and agrees that he is providing Defendant and the Releasees with a full and complete release with respect to the claims identified in paragraph 3, including, without limitation, any claims for penalties, attorney fees, and costs.

7. No Claim for Costs and Attorney Fees. Plaintiff agrees that neither this Agreement nor any action taken pursuant to this Agreement shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to, an award of attorney fees or costs, and no monies in addition to those referred to paragraph 1 of this Agreement shall be payable to him or his legal counsel for attorney fees or costs or for any other reason. Each party hereto shall bear his/its own attorneys' fees and costs, except as expressly provided for herein.

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direct, assist, participate in, support or counsel other individual(s) including but not limited to Defendant's current or former employees to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendant. Plaintiff further agrees not to participate in any legal proceeding against Defendant absent a valid subpoena or Court Order.

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attorney representing him in this Lawsuit has pending any other potential claims of any sort against Defendant.

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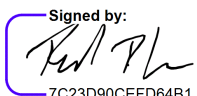
PLAINTIFF



FRANK BROWN

Dated: 04 / 29 / 2026

DEFENDANT

SOLARGISTIX LLC
By:  Signed by:

7C23D90CEFD64B1
Rod Place
Its Member
Dated: 5/6/2026

SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT (Agreement) is between Plaintiff Hector Lopez (“Plaintiff”) and Defendant Solargistix LLC (“Defendant”) (Plaintiff and Defendant are together referred to as the “Parties” and each is individually referred to as a “Party.”).

Recitals

A. On August 27, 2024, Plaintiff filed a Representative Action Complaint (“Complaint”) for penalties under the Labor Code Private Attorneys General Act of 2004 (“PAGA”) against Defendant. In the Complaint, Plaintiff alleged claims for (1) failure to pay all minimum and overtime wages due wages due (Labor Code §§ 221, 510, 558, and 1194); (2) failure to provide meal periods Labor Code §§ 226.7, 512, and 558); (3) failure to provide rest periods Labor Code § 226.7); (4) failure to reimburse business expenses (Labor Code § 2802); (5) knowing and intentional failure to comply with itemized employee wage statement provisions (Labor Code §§ 226(a) and 226.3); and (6) failure to timely pay wages due at separation of employment (Labor Code §§ 201-202). The Complaint is currently pending as *Peter Sumo, et al. v. Solargistix LLC*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-10506 (the “Lawsuit”).

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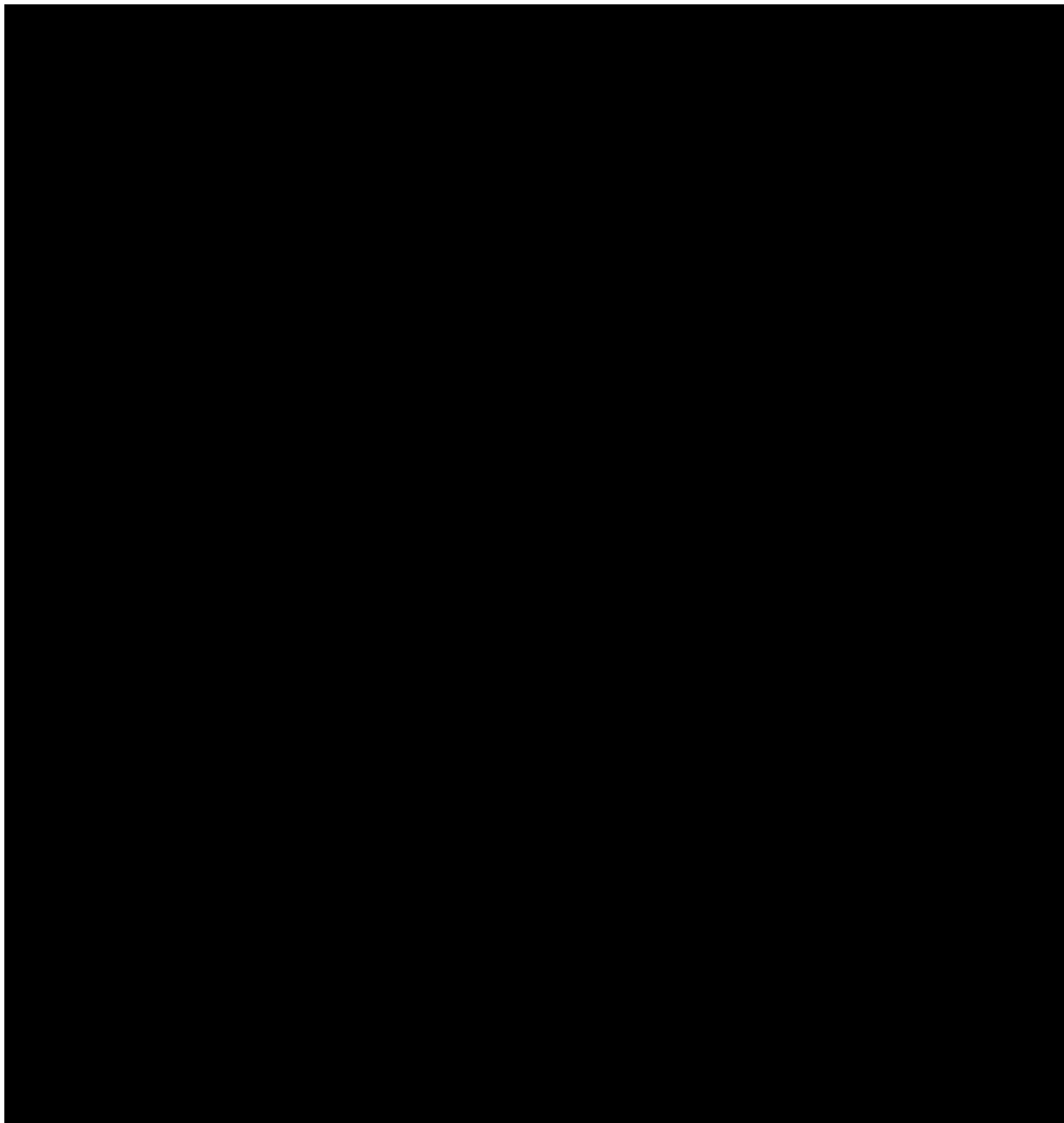
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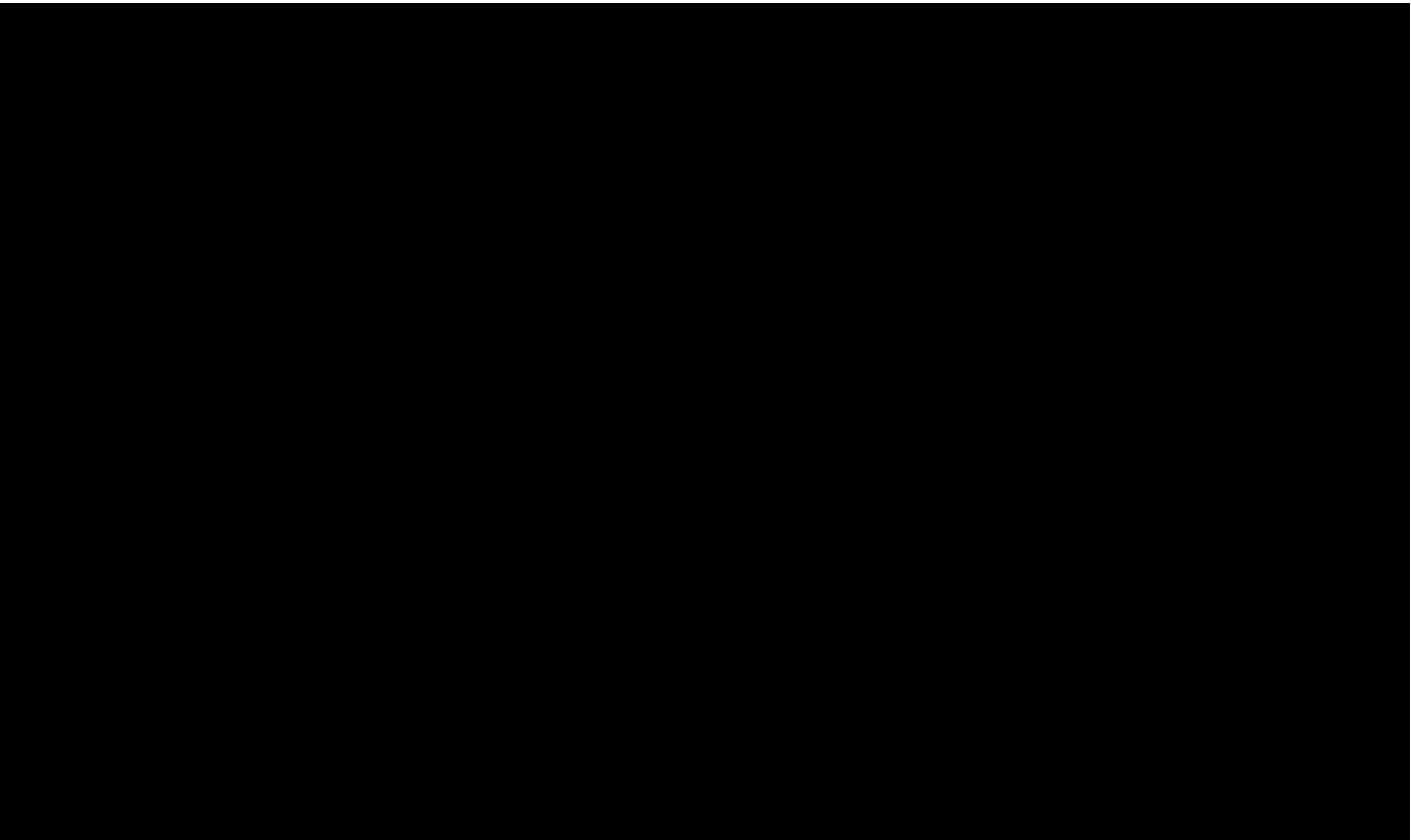
D. Pursuant to the terms and conditions of this Agreement, which the Parties acknowledge and represent to be fair, reasonable, and adequate and in their mutual best interests, Plaintiff and Defendant desire to resolve all disputes between the Parties, to compromise and settle the claims asserted in the Complaint and the Lawsuit, to release all rights and claims arising out of or in any way related to the claims that were asserted or could have been asserted in the Complaint and the Lawsuit, to end Plaintiff’s suit on behalf of all allegedly aggrieved employees under PAGA, and any and all transactions, occurrences, or matters occurring between Plaintiff and Defendant prior to the date of this Agreement.

E. While this Agreement resolves the issues between the Parties in connection with the Complaint and the Lawsuit, it does not constitute an admission by any Party of any of the matters alleged by any other Party, or of any violation of Federal, State, or Local law, ordinance or regulation. Neither this Agreement nor anything in this Agreement shall be construed to be or be admissible in any proceeding as evidence of liability or wrongdoing by any of the Parties hereto.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and upon the terms and conditions set forth in this Agreement, the Parties agree as follows:





Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, injuries to reputation, emotional pain and suffering, wages, attorneys' fees, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendant or any Party released herein.

This Agreement and payment of the Settlement Sum is expressly conditioned upon the Court's dismissal of Plaintiff's representative PAGA claims without prejudice, and upon dismissal of the Plaintiff's individual claims with prejudice. Defendant's obligation to make the payments identified above will not accrue until the Court approves the dismissal of the Lawsuit. Upon approval of the dismissal by the Court ("Court Approval"), Defendant shall pay the initial payment under Section 1.a above upon the later of (a) May 1, 2026 and (b) ten (10) days from the date of Court Approval. The second (2nd) through sixth (6th) payments under Section 1 (Subsections 1.b through 1.f), shall be paid within thirty (30) days from the due date of the immediately prior payment.

Defendant will deliver the sums on the schedule described above upon Defendant's counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff; (2) an executed Form W-9 from Plaintiff; (3) an executed W-9 form from Gaines Law Corporation; (4) and the Court dismisses the Lawsuit in accordance with the terms of this Agreement.

2. Tax Indemnification. Defendant's payment of the Settlement Sum to Plaintiff represents a compromise of all of Plaintiff's claims. Plaintiff recognizes that Defendant is not withholding any further federal or state income taxes, or any other type of payroll deduction (other than that described above) from the Settlement Sum. Plaintiff agrees that liability, if any, for state and/or United States federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees and covenants to hold Defendant harmless and

defend Defendant from any and all claims and penalties arising out of or relating to any claim that Defendant should have withheld any sums from these payments or arising out of or relating to any claim that taxes were due and unpaid by Plaintiff.

3. General Release by Plaintiff. Subject to Defendant's full payment of the Settlement Sum, Plaintiff, on behalf of himself and his heirs, assigns, legal representatives, and in consideration of the payment of the Settlement Sum, releases and discharges Defendant, and its past and present owners, directors, managers, officers, members, employees, and agents, and any other persons acting by or on its behalf (collectively, the "Releasees"); from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney fees and costs actually incurred), of any nature, known or unknown, at law or in equity, which he may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way relating to his employment relationship with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement. Without limiting the foregoing general release, Plaintiff understands that this general release applies to, but is not limited to, the following:

- a. All individual claims and causes of action asserted in the Complaint and/or arising out of or relating to the Lawsuit;
- b. All claims arising from any alleged violation by Defendant or the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the FLSA; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) California Labor Code §§ 98.6, 201-204, 210, 221, 226(a), 226.7, 226.8, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c. All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers' compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
- d. All claims arising from alleged violations of California and other states' common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and

- e. All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.

This release does not apply to any individual other than Plaintiff, nor to any PAGA claims asserted by anyone other than Plaintiff. Plaintiff concedes that, after he is paid the Settlement Sum, he lacks standing to assert his PAGA claims against the Defendant, and agrees never to do so. Plaintiff does not waive any claims based on events arising after the execution of this Agreement. This general release applies only to those claims that Plaintiff, individually, now has, owns, or holds, or which Plaintiff had, owned, or held, or claimed to own at any time before execution of this Agreement, against Defendant or the Releasees. Excluded from this release are rights and obligations arising out of this Agreement and any claims which cannot be waived or released by law. The Lawsuit will be dismissed *without prejudice* to the rights of allegedly aggrieved employees (other than Plaintiff's), allowing them to bring their own claims. This release in no way impacts the claims of any individual except Plaintiff.

4. Dismissal. Pursuant to paragraph 1 above, promptly after this Agreement is fully executed by the Parties, Plaintiff shall dismiss the Lawsuit with each Party to bear its own attorneys' fees and costs. Upon receipt of the fully executed Settlement Agreement, Plaintiff's counsel will file with the Court a Request for Dismissal, with prejudice as to Plaintiff's individual claims and without prejudice as to the PAGA claims alleged, together with a supporting declaration from Plaintiff's counsel detailing the basis for the settlement. Concurrently, Plaintiff's counsel shall submit this Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA. Plaintiff shall attempt to obtain the dismissal without submitting this Agreement or detailing its financial terms to the Court, but if the Court requires that Plaintiff submit this Agreement or provide further details in order to effectuate the dismissal, the Plaintiff will first seek to submit the Agreement or the necessary details under seal or *in camera* to comply with the Court's requests, but, if ordered by the Court to file the Agreement or the necessary details on the public docket, Plaintiff will comply with the Court's order.

5. Covenant Not to Sue. By executing this Agreement, Plaintiff acknowledges and further agrees not to file or re-file any of the claims asserted in the Complaint or any other complaints or charges against Defendant or the Releasees related to conduct occurring prior to the date of this Agreement. Plaintiff will forever abandon his claim with the LWDA.

6. Release of Unknown Claims/Waiver and Relinquishment of Rights Under Section 1542. Plaintiff acknowledges there is a risk that, after he signs and returns this Agreement, Plaintiff may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiff, after conferring with his counsel, hereby assumes that risk and agrees that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Subject to Defendant's full payment of the Settlement Sum, Plaintiff hereby relinquishes and waives any and all claims against Defendant and the Releasees, and he expressly warrants that he has been fully advised by his attorney of the contents of California Civil Code § 1542 (Section 1542). Further, it is Plaintiff's desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Complaint and the Lawsuit against Defendant and the Releasees, whether known or unknown, liquidated or

unliquidated. Plaintiff waives, as to all claims identified in paragraph 3, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, Plaintiff hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiff understands and agrees that he is providing Defendant and the Releasees with a full and complete release with respect to the claims identified in paragraph 3, including, without limitation, any claims for penalties, attorney fees, and costs.

7. No Claim for Costs and Attorney Fees. Plaintiff agrees that neither this Agreement nor any action taken pursuant to this Agreement shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to, an award of attorney fees or costs, and no monies in addition to those referred to paragraph 1 of this Agreement shall be payable to him or his legal counsel for attorney fees or costs or for any other reason. Each party hereto shall bear his/its own attorneys' fees and costs, except as expressly provided for herein.

8. Disclaimer of Liability. Plaintiff acknowledges that nothing in this Agreement shall constitute or be construed as an admission of liability on the part of or an admission of wrongdoing by Defendant. Defendant expressly denies that it has done anything wrong or unlawful. Plaintiff also understands that this Agreement is entered into solely for the purpose of settlement and compromise and in an effort to fully resolve all matters arising out of his employment with Defendant, and any and all transactions, occurrences, or matters occurring between or among the Parties prior to the date of this Agreement.

9. Non-Disparagement. Plaintiff agrees not to testify in any matter in which Defendant has an interest unless Plaintiff is under compulsory process. If Plaintiff is served with process concerning any matter in which Defendant is a named party, Plaintiff will immediately notify, by overnight mail and by email, counsel for Defendant, Womble Bond Dickinson US LLP, attention Alidad Vakili, alidad.vakili@wbd-us.com. The Parties agree that they shall not orally or in writing criticize, disparage, make any negative statements, defame, or otherwise undermine any other Party, including their businesses operations, products, services, employees, practices, procedures, or policies. The Parties understand and agree that this paragraph is a material provision of this Agreement, that any breach of this paragraph shall be a material breach of this Agreement, and that the other Party would be irreparably harmed by violation of this paragraph. This paragraph shall not prohibit Plaintiff from cooperating with a governmental investigation, communicating with a government agency, or testifying under oath in a duly-noticed proceeding.

10. Confidentiality. Plaintiff, and anyone to whom he discloses the terms of this Agreement under this paragraph, shall keep confidential and will not disclose any of the terms or conditions of this Agreement, or the negotiations which resulted in this Agreement, except: (a) to legal counsel, accountants, tax authorities, and his spouse, parents, or children; or (b) as otherwise required by law or legal process or for the limited purpose of enforcement of this Agreement, to obtain dismissal of the Lawsuit, and to comply with the requirements of PAGA (i.e. submission of this Agreement to the LWDA, if necessary). Plaintiff further acknowledges that confidentiality is the essence of this Agreement. If Plaintiff, or anyone to whom he discloses the terms of this Agreement under this paragraph, is asked about the Complaint or circumstances surrounding the Lawsuit, he is to respond that the case has been resolved to Plaintiff's satisfaction and that he is bound by confidentiality obligations not to speak about the specifics of the case or Plaintiff's work for Defendant.

12. Non-Cooperation/Non-Enticement: Plaintiff agrees not to initiate, encourage, cause, direct, assist, participate in, support or counsel other individual(s) including but not limited to Defendant's current or former employees to file any lawsuit, charge, complaint, claim, petition, or accusatory pleading against Defendant. Plaintiff further agrees not to participate in any legal proceeding against Defendant absent a valid subpoena or Court Order.

13. Construction of Agreement. This Agreement is the result of negotiation and compromise. In interpreting this Agreement, no party should be considered the drafter of the document, and the language should not be strictly construed against any Party. Instead, the language of the Agreement should be interpreted in a manner consistent with the ordinary and reasonable meaning of the words used.

14. Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective heirs, executors, administrators, officers, directors, members, partners, shareholders, employees, agents, parent companies, subsidiaries, divisions, affiliates, successors, and assigns, each of which shall be considered third party beneficiaries, although not specifically named herein.

15. Representations and Warranties. Plaintiff represents and warrants (a) that he has read this Agreement and fully understands it, (b) that he is fully aware of his rights, (c) that he has had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, (d) that he has sought and received the advice of an attorney, (e) that Gaines Law Corporation, is the only counsel who have represented him in the matters covered by this Agreement and who may have any claim for fees and costs with regard to these matters and the events giving rise to these matters, (f) that he has not transferred his interest in his claims to any other person, (g) that he is entering into this Agreement freely, voluntarily and without duress, undue influence, coercion, or promise of benefit, except as expressly set forth herein, and (h) no

attorney representing him in this Lawsuit has pending any other potential claims of any sort against Defendant.

16. Counterparts. This Agreement may be executed in identical counterparts, each of which will constitute an original of this Agreement. Signatures of the Parties may be exchanged by facsimile or electronically (e.g., PDF) and same will be treated as an original.

17. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the transaction contemplated herein and supersedes all prior negotiations, proposed, and understandings, if any, between the parties. No provision of this Agreement shall be modified except in writing signed by each of the Parties. The provisions of this Agreement are severable, and, if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. Should any Party breach or otherwise fail to comply with the terms and provisions of this Agreement, the prevailing party in any such dispute shall be entitled to recover, in addition to any and all other appropriate relief, all costs arising therefrom, including, but not limited to, attorney fees. The laws of the State of California shall govern this Agreement in all aspects, including execution, interpretation, performance and enforcement.

18. Neutral Reference. In response to any inquiry from any of Plaintiff's prospective employers, Defendant shall provide a neutral job reference for Plaintiff disclosing Plaintiff's dates of employment and last position held, and nothing more.

19. Default; Notice; Cure; Acceleration; Time Is Of The Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payments due hereunder, Defendant shall be in default of its obligations. Plaintiff shall thereafter give notice of default to Defendant and counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts due under this Agreement shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement, evidencing their intent to be bound to this Agreement, on the dates below his signature or the signature of their representatives. The date of this Agreement shall be the date of the latest signature.

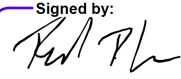
PLAINTIFF



HECTOR LOPEZ

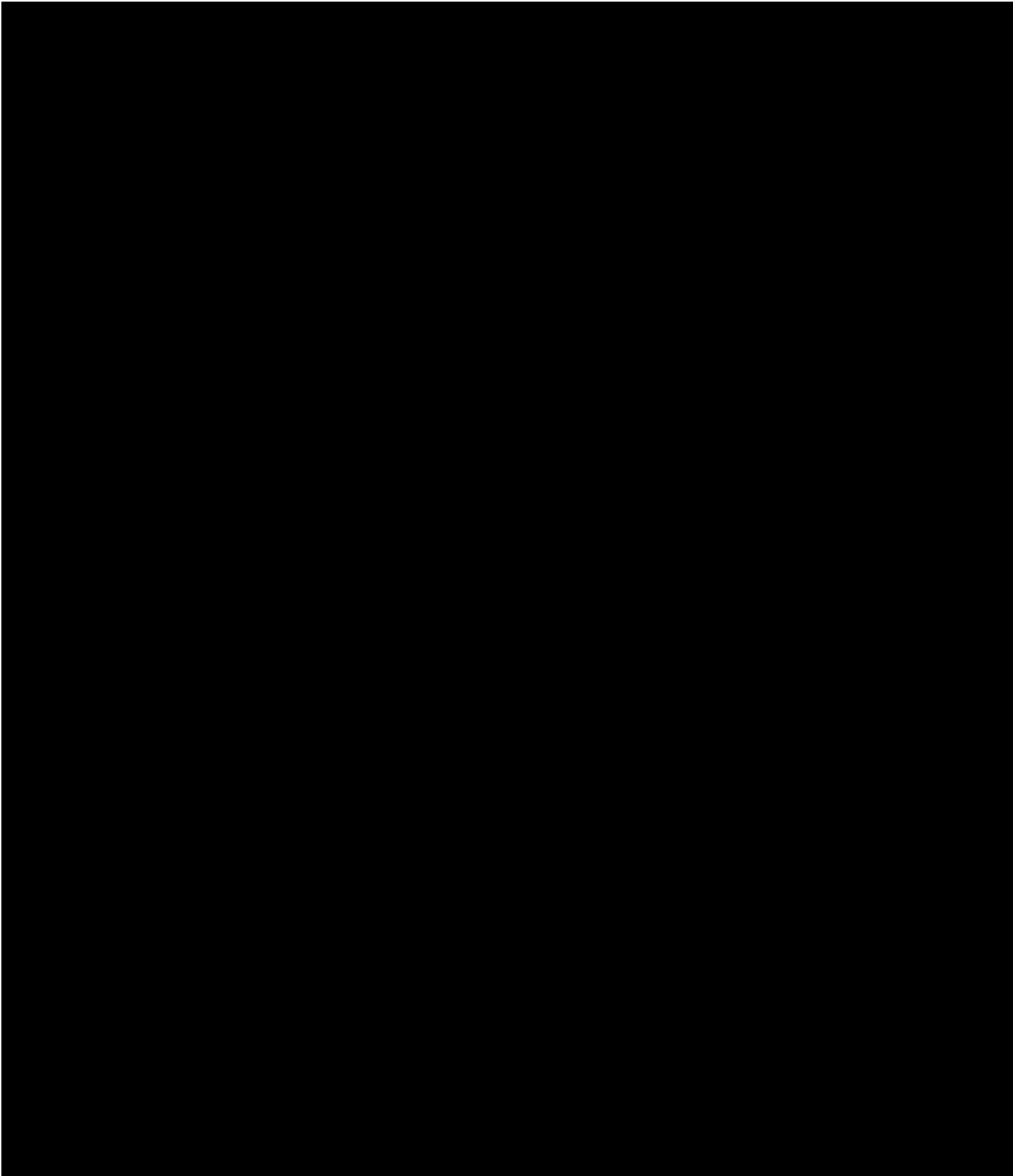
Dated: 04 / 29 / 2026

DEFENDANT

SOLARGISTIX LLC
By:  Signed by:

7C23D90CEFD64B1...
Rod Place
Its Member
Dated: 5/6/2026

NOW, THEREFORE, in consideration of the foregoing recitals and upon the terms and conditions set forth in this Agreement, the Parties agree as follows:



Plaintiff agrees that his portion of the Settlement Sum compensates him for all economic damages, injuries to reputation, emotional pain and suffering, wages, attorneys' fees, and any other damages or individual claims of any kind or nature allegedly caused by the purported conduct of Defendant or any Party released herein.

This Agreement and payment of the Settlement Sum is expressly conditioned upon the Court's dismissal of Plaintiff's representative PAGA claims without prejudice, and upon dismissal of the Plaintiff's individual claims with prejudice. Defendant's obligation to make the payments identified above will not accrue until the Court approves the dismissal of the Lawsuit. Upon approval of the dismissal by the Court ("Court Approval"), Defendant shall pay the initial payment under Section 1.a above upon the later of (a) May 1, 2026 and (b) ten (10) days from the date of Court Approval. The second (2nd) through sixth (6th) payments under Section 1 (Subsections 1.b through 1.f), shall be paid within thirty (30) days from the due date of the immediately prior payment.

Defendant will deliver the sums on the schedule described above upon Defendant's counsel's receipt of: (1) an executed copy of this Agreement by Plaintiff; (2) an executed Form W-9 from Plaintiff; (3) an executed W-9 form from Gaines Law Corporation; (4) and the Court dismisses the Lawsuit in accordance with the terms of this Agreement.

2. Tax Indemnification. Defendant's payment of the Settlement Sum to Plaintiff represents a compromise of all of Plaintiff's claims. Plaintiff recognizes that Defendant is not withholding any further federal or state income taxes, or any other type of payroll deduction (other than that described above) from the Settlement Sum. Plaintiff agrees that liability, if any, for state and/or United States federal income tax payments or penalties arising from said payment shall be Plaintiff's sole responsibility. Plaintiff agrees and covenants to hold Defendant harmless and defend Defendant from any and all claims and penalties arising out of or relating to any claim that Defendant should have withheld any sums from these payments or arising out of or relating to any claim that taxes were due and unpaid by Plaintiff.

3. General Release by Plaintiff. Subject to Defendant's full payment of the Settlement Sum, Plaintiff, on behalf of himself and his heirs, assigns, legal representatives, and in consideration of the payment of the Settlement Sum, releases and discharges Defendant, and its past and present owners, directors, managers, officers, members, employees, and agents, and any other persons acting by or on its behalf (collectively, the "Releasees"); from all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, penalties, actions, causes of action, suits, rights, demands, costs, losses, debts, expenses (including attorney fees and costs actually incurred), of any nature, known or unknown, at law or in equity, which he may now have or may have after the signing of this Agreement, against the Releasees arising out of or in any way relating to his employment relationship with the Releasees and any and all transactions, occurrences, or matters between the parties, individually or collectively, occurring prior to the date of this Agreement. Without limiting the foregoing general release, Plaintiff understands that this general release applies to, but is not limited to, the following:

- a. All individual claims and causes of action asserted in the Complaint and/or arising out of or relating to the Lawsuit;
- b. All claims arising from any alleged violation by Defendant or the Releasees of any federal, state, or local statutes, or ordinances, including, but not limited to: (i) the FLSA; (ii) Title VII of the Civil Rights Act of 1964, as amended; (iii) the Age Discrimination in Employment Act; (iv) the Older Workers Benefit Protection Act; (v) the Family and Medical Leave Act; (vi) the Equal Pay Act; (vii) the Americans with Disabilities Act; (viii) 42 U.S.C. § 1981, as amended; (ix) the Employee Retirement Income Security Act; (x) the Consolidated Omnibus Budget Reconciliation Act; (xi) the Rehabilitation Act of 1973; (xii) the Civil Rights Act of 1991; (xiii) the Pregnancy Discrimination Act; (xiv) California Labor Code §§ 98.6, 201-204, 210, 221, 226(a), 226.7, 226.8, 512, 558(a), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2802; (xv) the Fair Employment & Housing Act; (xvi) Wage Order No. 9-2001; and (xvii) any other wage and hour and employment discrimination laws;
- c. All claims based on constitutional, statutory, common law, or regulatory grounds, and all claims based on theories of workers' compensation retaliation, breach of contract or implied covenant, deprivation of equity interest, shareholder rights, conversion, defamation, retaliation, wrongful or constructive discharge, fraud, misrepresentation, promissory estoppel, or intentional or negligent infliction of emotional distress;
- d. All claims arising from alleged violations of California and other states' common law, including, but not limited to, claims for breach of duty of good faith and fair dealing; breach of contract; conversion; unjust enrichment; and detrimental reliance; and
- e. All claims for any relief, no matter how denominated, including, but not limited to, claims for penalties, back pay, front pay, vacation pay, holiday pay, personal time off, bonuses, compensatory damages, punitive damages, attorney fees, costs, and expenses.

This release does not apply to any individual other than Plaintiff, nor to any PAGA claims asserted by anyone other than Plaintiff. Plaintiff concedes that, after he is paid the Settlement Sum, he lacks standing to assert his PAGA claims against the Defendant, and agrees never to do so. Plaintiff does not waive any claims based on events arising after the execution of this Agreement. This general release applies only to those claims that Plaintiff, individually, now has, owns, or holds, or which Plaintiff had, owned, or held, or claimed to own at any time before execution of this Agreement, against Defendant or the Releasees. Excluded from this release are rights and obligations arising out of this Agreement and any claims which cannot be waived or released by law. The Lawsuit will be dismissed *without prejudice* to the rights of allegedly aggrieved employees (other than Plaintiff's), allowing them to bring their own claims. This release in no way impacts the claims of any individual except Plaintiff.

4. Dismissal. Pursuant to paragraph 1 above, promptly after this Agreement is fully executed by the Parties, Plaintiff shall dismiss the Lawsuit with each Party to bear its own attorneys' fees and costs. Upon receipt of the fully executed Settlement Agreement, Plaintiff's counsel will file with the Court a Request for Dismissal, with prejudice as to Plaintiff's individual claims and without prejudice as to the PAGA claims alleged, together with a supporting declaration from Plaintiff's counsel detailing the basis for the settlement. Concurrently, Plaintiff's counsel shall submit this Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA. Plaintiff shall attempt to obtain the dismissal without submitting this Agreement or detailing its financial terms to the Court, but if the Court requires that Plaintiff submit this Agreement or provide further details in order to effectuate the dismissal, the Plaintiff will first seek to submit the Agreement or the necessary details under seal or *in camera* to comply with the Court's requests, but, if ordered by the Court to file the Agreement or the necessary details on the public docket, Plaintiff will comply with the Court's order.

5. Covenant Not to Sue. By executing this Agreement, Plaintiff acknowledges and further agrees not to file or re-file any of the claims asserted in the Complaint or any other complaints or charges against Defendant or the Releasees related to conduct occurring prior to the date of this Agreement. Plaintiff will forever abandon his claim with the LWDA.

6. Release of Unknown Claims/Waiver and Relinquishment of Rights Under Section 1542. Plaintiff acknowledges there is a risk that, after he signs and returns this Agreement, Plaintiff may incur or suffer losses, damages, or injuries that are unknown or unanticipated at this time. Plaintiff, after conferring with his counsel, hereby assumes that risk and agrees that this Agreement and the general release of claims it contains shall apply to all unknown and unanticipated claims as well as those known and anticipated. Subject to Defendant's full payment of the Settlement Sum, Plaintiff hereby relinquishes and waives any and all claims against Defendant and the Releasees, and he expressly warrants that he has been fully advised by his attorney of the contents of California Civil Code § 1542 (Section 1542). Further, it is Plaintiff's desire to fully, finally and forever settle, compromise, and discharge disputes and claims asserted in the Complaint and the Lawsuit against Defendant and the Releasees, whether known or unknown, liquidated or unliquidated. Plaintiff waives, as to all claims identified in paragraph 3, all rights and benefits afforded by Section 1542 and does so understanding the significance of that waiver. Section 1542 provides as follows:

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.

Thus, notwithstanding the provisions of Section 1542, Plaintiff hereby expressly waives and relinquishes all rights and benefits under Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement. Plaintiff understands and agrees that he is providing Defendant and the Releasees with a full and complete release with respect to the claims identified in paragraph 3, including, without limitation, any claims for penalties, attorney fees, and costs.

7. No Claim for Costs and Attorney Fees. Plaintiff agrees that neither this Agreement nor any action taken pursuant to this Agreement shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to, an award of attorney fees or costs, and no monies in addition to those referred to paragraph 1 of this Agreement shall be payable to him or his legal counsel for attorney fees or costs or for any other reason. Each party hereto shall bear his/its own attorneys' fees and costs, except as expressly provided for herein.

8. Disclaimer of Liability. Plaintiff acknowledges that nothing in this Agreement shall constitute or be construed as an admission of liability on the part of or an admission of wrongdoing by Defendant. Defendant expressly denies that it has done anything wrong or unlawful. Plaintiff also understands that this Agreement is entered into solely for the purpose of settlement and compromise and in an effort to fully resolve all matters arising out of his employment with Defendant, and any and all transactions, occurrences, or matters occurring between or among the Parties prior to the date of this Agreement.

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10. Confidentiality. Plaintiff, and anyone to whom he discloses the terms of this Agreement under this paragraph, shall keep confidential and will not disclose any of the terms or conditions of this Agreement, or the negotiations which resulted in this Agreement, except: (a) to legal counsel, accountants, tax authorities, and his spouse, parents, or children; or (b) as otherwise

required by law or legal process or for the limited purpose of enforcement of this Agreement, to obtain dismissal of the Lawsuit, and to comply with the requirements of PAGA (i.e. submission of this Agreement to the LWDA, if necessary). Plaintiff further acknowledges that confidentiality is the essence of this Agreement. If Plaintiff, or anyone to whom he discloses the terms of this Agreement under this paragraph, is asked about the Complaint or circumstances surrounding the Lawsuit, he is to respond that the case has been resolved to Plaintiff's satisfaction and that he is bound by confidentiality obligations not to speak about the specifics of the case or Plaintiff's work for Defendant.

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15. Representations and Warranties. Plaintiff represents and warrants (a) that he has read this Agreement and fully understands it, (b) that he is fully aware of his rights, (c) that he has had the opportunity for the advice and assistance of an attorney throughout the negotiation of this Agreement, (d) that he has sought and received the advice of an attorney, (e) that Gaines Law Corporation, is the only counsel who have represented him in the matters covered by this Agreement and who may have any claim for fees and costs with regard to these matters and the events giving rise to these matters, (f) that he has not transferred his interest in his claims to any other person, (g) that he is entering into this Agreement freely, voluntarily and without duress, undue influence, coercion, or promise of benefit, except as expressly set forth herein, and (h) no attorney representing him in this Lawsuit has pending any other potential claims of any sort against Defendant.

16. Counterparts. This Agreement may be executed in identical counterparts, each of which will constitute an original of this Agreement. Signatures of the Parties may be exchanged by facsimile or electronically (e.g., PDF) and same will be treated as an original.

17. Miscellaneous. This Agreement constitutes the entire agreement between the Parties concerning the transaction contemplated herein and supersedes all prior negotiations, proposed, and understandings, if any, between the parties. No provision of this Agreement shall be modified except in writing signed by each of the Parties. The provisions of this Agreement are severable, and, if any of its provisions are found to be unenforceable, the remaining provisions shall remain fully valid and enforceable. Should any Party breach or otherwise fail to comply with the terms and provisions of this Agreement, the prevailing party in any such dispute shall be entitled to recover, in addition to any and all other appropriate relief, all costs arising therefrom, including, but not limited to, attorney fees. The laws of the State of California shall govern this Agreement in all aspects, including execution, interpretation, performance and enforcement.

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19. Default; Notice; Cure; Acceleration; Time Is Of The Essence. Time is of the essence with respect to all provisions of this Agreement. If Defendant fails to timely make the payments due hereunder, Defendant shall be in default of its obligations. Plaintiff shall thereafter give notice of default to Defendant and counsel of record for Defendant and Defendant must cure said default within ten (10) calendar days thereof. In the event of an uncured default, all unpaid amounts due under this Agreement shall be due and payable with interest at the legal rate from the date of default. Time is of the essence with respect to all terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement, evidencing their intent to be bound to this Agreement, on the dates below his signature or the signature of their representatives. The date of this Agreement shall be the date of the latest signature.

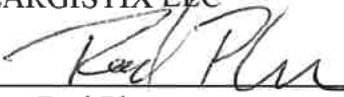
PLAINTIFF



PETER SUMO

Dated: 04 / 20 / 2026

DEFENDANT

SOLARGISTIX LLC
By: 

Rod Place
Its Member

Dated: 4/13/26

EXHIBIT B

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action; my business address is 4550 East Thousand Oaks Boulevard, Suite 100, Westlake Village, CA 91362.

4 On May 7, 2026, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES IN**
5 **SUPPORT OF REQUEST FOR DISMISSAL** on the interested parties in this action by placing a true copy thereof
6 enclosed in sealed envelopes addressed as follows:

7 **Alidad Vakili**
8 **Womble Bond Dickinson (US) LLP**
9 **50 California Street, Suite 2750**
10 **San Francisco, CA 94111**
11 **Attorneys for Defendant**
12 **SOLARGISTIX LLC**
13 **Alidad.Vakili@wbd-us.com**

14 On the above date:

15 X (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
16 via email on the counsel of record listed above.

17 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described documents to be delivered to the Labor
18 & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov)
19 in accordance with the procedure imposed by the LWDA.

20 I certify that the above document was printed on recycled paper.

21 I declare under penalty of perjury that the foregoing is true and correct.

22 Executed on May 7, 2026, at Westlake Village, California.

23 
24 _____
25 Evan S. Gaines
26
27
28