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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES, CENTRAL DISTRICT, SPRING STREET COURT**

DIEGO SANTANA LOPEZ, an individual, on his own behalf and on behalf of all others similarly situated,,

Plaintiff,

vs.

CALIFORNIA SOLAR INTEGRATORS INC., a California corporation; CAL SOLAR INC., an entity of unknown form; and DOES 1 through 100, inclusive,

Defendants.

Case No. 24STCV22217

**DECLARATION OF SEAN NEMAN IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL**

Assigned for All Purposes to:
Hon. Samantha Jessner, Dept. 7

Action Filed: August 29, 2024

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## DECLARATION OF SEAN NEMAN

I, Sean Neman, declare as follows:

1. I am the CEO of Defendant California Solar Integrators, Inc. ("Defendant") I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto.

2. This declaration is submitted in support of Plaintiff Diego Santana Lopez's ("Plaintiff") (collectively with Defendant, the "Parties") Motion for Preliminary Approval of the settlement of the class and representative actions entitled *Diego Santana Lopez v. California Solar Integrators, Inc.*, Superior Court for the State of California, County of Los Angeles, Case No.

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24STCV22217 (the "Action").

3. The Parties previously attended mediation and engaged in settlement negotiations in an effort to resolve the claims brought in the Action.

4. The Parties have reached a settlement pursuant a long form Settlement Agreement ("Settlement Agreement"), which outlines the terms of the class and representative PAGA action settlement, subject to court approval.

5. A key term of the settlement is the payment of a Gross Settlement Amount of $275,000.00 by Defendant ("Gross Settlement Amount"). The Gross Settlement Amount will cover all individual payments to class members, the LWDA PAGA payment, PAGA penalties, attorneys' fees and costs, enhancement awards, and claims administration expenses.

6. Due to Defendant's current financial position, an immediate lump-sum payment of the settlement amount would impose an undue financial burden on the company. Specifically, Defendant experienced a difficult business year in 2024, resulting in millions of dollars in ordinary business losses. Though Defendant has taken steps to improve its financial position, it is still recovering from those losses.

7. In recognition of these financial constraints, the Parties have mutually agreed to a structured payment plan that will allow Defendant to fulfill its settlement obligations in a manner that is financially feasible. Specifically, the Gross Settlement Amount shall be paid in eight separate installments pursuant to the following schedule:

(a) Thirty-Five Thousand Dollars ($35,000) on the date of the Motion for Preliminary Approval hearing;

(b) Thirty-Five Thousand Dollars ($35,000) four (4) months after the Motion for Preliminary Approval hearing;

(c) Thirty-Five Thousand Dollars ($35,000) eight (8) months after the Motion for Preliminary Approval hearing;

(d) Thirty-Five Thousand Dollars ($35,000) twelve (12) months after the Motion for Preliminary Approval hearing;

(e) Thirty-Five Thousand Dollars ($35,000) sixteen (16) months after the Motion

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for Preliminary Approval hearing;

(f) Thirty-Five Thousand Dollars ($35,000) nineteen (19) months after Motion for Preliminary Approval hearing;

(g) Thirty-Five Thousand Dollars ($35,000) twenty-one (21) months after the Motion for Preliminary Approval hearing.

(h) Thirty Thousand Dollars ($30,000) on the date of the Motion for Final Approval hearing or within 24 months of the date of the Motion for Preliminary Approval hearing, whichever is later.

8. The Parties agreed to this payment plan based on Defendant's financial position. Indeed, the terms of the payment plan were carefully negotiated and agreed upon by the Parties. The payment plan provides for periodic payments to be made by Defendant to Plaintiff over an agreed-upon period, ensuring that Plaintiff receives the settlement amount in full.

9. The Parties believe that the agreed payment plan is fair, reasonable, and in the best interest of all involved.

10. The Parties request that the Court approve the payment plan as part of the settlement agreement to facilitate resolution of this matter without further litigation.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge.

Executed on this ___ day of November, 2026 at Los Angeles, California.

11/4/2026

Sean Neman

SEAN NEMAN

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