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Attorneys for Plaintiffs, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

REYES ZEPEDA and ALVARO
RAMIREZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

AES CLEAN ENERGY SERVICES, LLC,
a Delaware Limited Liability Company;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2405184
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

**DECLARATION OF BRIAN J. MANKIN,
ESQ., IN SUPPORT OF MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing

Date: October 22, 2026

Time: 8:30 a.m.

Dept.: 1

I, Brian J. Mankin, state and declare:

1. I am an attorney licensed to practice before all of the courts of the State of California. I manage the employment law department and am a partner with the law firm of Lauby, Mankin & Lauby LLP, which has offices in Orange County and Riverside County. I am thoroughly familiar with and have personal knowledge of all of the facts set forth herein. I submit this declaration in support of Plaintiff's Motion for Final Approval of this Class Action Settlement. If called as a witness, I could and would competently testify thereto.

1 **COUNSEL’S EXPERIENCE**

2 2. I have been a member, in good standing, of the State Bar of California since
3 2001. I am admitted to practice in the United States District Courts for the Central and Southern
4 District of California and the Ninth Circuit Court of Appeal and have tried cases in various
5 courts in California.

6 3. I have handled well over 500 employee vs. employer litigation matters during my
7 nearly 25 years in practice. Over the last 18 years, my practice has almost entirely consisted of
8 representing employees, the majority of which has included class action and representative
9 action wage and hour matters. In total, I have handled well over 300 class action and
10 representative action wage/hour cases, and have been appointed by the court as class counsel and
11 have received final court approval and judgment in over half of those actions to date, and
12 anticipate receiving final approval in many more of those in the future.

13 4. As part of these settlements and judgments, I have recovered in excess of \$300
14 million in damages for my clients and the class members (who often work as nurses, ambulance
15 drivers, technicians, warehouse workers, truck drivers, sales, professional occupations and
16 countless other trades). My team and I once held the record for the largest known PAGA-only
17 case in California’s history - a \$12.5 million-dollar court approved settlement, which followed
18 extensive litigation, summary adjudication and writs to the CA Supreme Court against a Fortune
19 50 company (*Garcia v. Macy’s*, Los Angeles Superior Court).

20 5. I have tried two major class and PAGA cases against Fortune 100 companies. In
21 2018, I was lead counsel in a PAGA case that my firm tried in the Orange County Superior Court
22 and received a \$425,000 judgment. In 2019, I was co-counsel in a class action case against
23 Walmart in District Court, wherein the jury awarded Plaintiffs and the class over \$6 million.
24 Both cases were appealed.

25 6. I was named by the LA Times as one “Southern California Leading Lawyers” in
26 the May 2023 issue of Consumer Attorney’s of Southern California (a recognition given to 17
27 employment/labor law attorneys in 2023). Additionally, over the last five consecutive years, I
28 have been selected by my peers as a “Super Lawyer” in Employment Litigation, a distinction that

only 5% of lawyers receive.

ADEQUACY OF THE SETTLEMENT

7. The Class, as conditionally certified by this Court, consists of all current and former nonexempt employees employed by Defendant in California at any time during the Class Period of September 12, 2020, through March 3, 2026.

8. The updated Total Settlement Amount is \$389,241.44 and, as set forth in the Declaration of Cassandra Polites on behalf of the Settlement Administrator, ILYM Group, the Net Settlement Amount is \$201,002.93, as detailed here:

<i>Gross Settlement Amount</i>	\$ 389,241.44
Attorneys' Fees (1/3)	\$ 129,747.15
Litigation Costs	\$ 12,241.36
Administrator Costs	\$ 6,250.00
PAGA Penalties	\$ 20,000.00
Service Awards (\$10,000 each)	\$ 20,000.00
<i>Net Settlement Amount</i>	\$ 201,002.93

9. The process of mailing the Notice Packets, consisting of a Class Notice, Objection Form, Dispute Form and Exclusion Form, was successful, as 99.3% of the Notice Packets were delivered by the Settlement Administrator.

10. The response from the Class Members was overwhelmingly positive, as 100% of the Class participated in the Settlement and there were no objections.

11. As discussed at length in Plaintiffs' motion for preliminary approval, as well as in the Motion for Final Approval, this Settlement is very favorable to the Class and the release is narrowly limited to the claims alleged.

12. Sufficient information existed to allow Class Counsel to intelligently value this case. Given the parties' arms' length bargaining facilitated by an experienced wage and hour mediator, the extensive exchange of informal discovery, the experience of Class Counsel, the fact that all Class Members elected to participate (and no objections were submitted), the presumption of fairness is justified.

1 13. I believe that the settlement is fair, reasonable, adequate, and in the best interests
2 of the Class, given the litigation risks and delay inherent in further litigation and possible
3 appeals. As set forth in Plaintiffs' motion for preliminary approval and the declarations
4 submitted in support thereof, Defendant vigorously challenged Plaintiffs' claims, and Plaintiffs
5 faced real challenges in certifying the Class and obtaining a recovery on the claims in this matter.
6 Nonetheless, the Parties concluded that further litigation would be protracted and expensive, and
7 that it is desirable that the action be fully and finally settled in the manner and upon the terms
8 and conditions set forth in the Settlement Agreement in order to limit further expense,
9 inconvenience and distraction, to dispose of burdensome and protracted litigation, and to permit
10 the operation of Defendant's business without further expensive litigation and the distraction and
11 diversion of its personnel with respect to matters at issue. All parties took into account the
12 uncertainty of risks inherent in any litigation, especially in complex cases such as this case. The
13 parties determined that it is desirable and beneficial to both the Class and Defendant that this
14 case be settled. Risks on both sides were considered in reaching the Settlement Agreement. The
15 recoveries contemplated by the Settlement represent a good result for the Class, fairly
16 proportioned to the likely risk-adjusted recovery in litigation.

17 **ADEQUACY OF COUNSEL AND**
18 **REASONABLENESS OF REQUEST FEE AND COST AWARDS**

19 14. As set forth above, I have handled over 300 class and representative actions. I
20 have been appointed as class counsel and have successfully resolved over half of those cases
21 (while many are ongoing and will successfully resolve in the future) while recovering hundreds
22 of millions of dollars for my clients and Class Members. This is substantially better than average
23 accordingly to Mayer Brown LLP's study entitled, An Empirical Analysis of Class Actions, cited
24 in *Laguna v. Coverall North America, Inc.*, No. 12-55479 (9th Cir. 2014), which found that only
25 one-third of class actions are successful, compared to two-thirds that are defeated and result in no
26 payment to the class members.¹

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28

¹ www.mayerbrown.com/files/uploads/Documents/PDFs/2013/December/DoClassActionsBenefitClassMembers.pdf

1 15. When this case was taken on a contingency fee basis, with my firm agreeing to
2 assume responsibility for all litigation costs, the ultimate result was far from certain. In the
3 course of this litigation, Class Counsel paid all costs including filing fees, court costs, research
4 fees, and mediation costs. There was never a guarantee that we would recoup those expenditures.

5 16. It has been my experience that the benchmark for attorney fee awards in
6 California state cases is one-third of a common settlement fund, which the CA Supreme Court
7 upheld in the *Laffitte v. Robert Half*, 1 Cal.5th 480 case. Here, in accordance with the Settlement
8 Agreement, Class Counsel is seeking a fee of \$129,747.15, which is one-third of the Settlement
9 Amount.

10 17. There are several additional factors why I believe that the Court should award
11 one-third of the common fund as reasonable attorneys' fees. First, Class Counsel's efforts
12 resulted in a very good result for the Class, especially in light of the disputed nature of the claims
13 alleged. This result was achieved by the work and success of my office, who negotiated the
14 settlement after extensive preparation, investigation, mediation, and substantial work thereafter.

15 18. Second, Plaintiffs faced significant risks going forward with the litigation. As
16 discussed in the motion for preliminary approval, Defendant raised various defenses throughout
17 this litigation, any one of which, if successful, could have decimated Plaintiffs' case. And
18 Defendant vowed to raise all these defenses at trial. Accordingly, Plaintiffs faced risky issues
19 going forward with this litigation, and it would have taken several more years to realize any
20 recovery in this action along with the possibility of post-trial appeals.

21 19. Third, Class Counsel are experienced class action litigators. This experience and
22 expertise, combined with the high quality of work performed in this case, resulted in the
23 settlement achieved in this case.

24 20. Fourth, Class Counsel has been representing Plaintiffs strictly on a contingency
25 fee basis. To that end, we have incurred the risk of non-recovery after investing a substantial
26 amount of time, money, and resources, and have done so since the inception of this case without
27 any payment or compensation. If Plaintiffs had lost this case, we would have recovered nothing,
28 and would have lost our out-of-pocket costs. This is not an easy burden for my office, which is a

1 small firm. While some cases result in a positive lodestar and some in a negative lodestar like
2 this case, if, despite these hardships and risks, the best my office could hope for is merely to be
3 paid our hourly rate, then Class Counsel would not be compensated for the hardships and serious
4 risks we face when litigating contingency fee cases, and would not be incentivized to take on
5 similar cases in the future. Indeed, not all class/PAGA cases are successful. Many cases end
6 with no fees or a greatly reduced fee that is far less than lodestar like this one, often due to no
7 fault of counsel (*i.e.*, bankruptcy, change in the law, consolidation- coordination-preemption,
8 being top filed, etc.). As noted in the Mayer Brown LLP's study discussed above, only one-third
9 of class actions are successful, compared to two-thirds that are defeated and result in no payment
10 to the class members.

11 21. Fifth, the request for attorney's fees in the amount of one-third of the common
12 fund falls well within the norms accepted by state and federal courts in California in comparable
13 wage and hour actions actually handled by my office. Moreover, the award of a one-third fee
14 recovery under the common fund doctrine was approved by the California Supreme Court in
15 *Laffitte, supra*, 1 Cal.5th 480, 503.

16 22. For these reasons, a common fund fee award here in the amount of one-third of
17 the common fund created by Plaintiffs and Class Counsel is fair and reasonable, especially where
18 the actual lodestar for my firm far surpasses the amount requested (as discussed below).

19 23. At my office, this case was handled by Peter Carlson while I performed the role of
20 the supervising attorney. Mr. Carlson's experience is set forth in his declaration, but in sum, he
21 works exclusively with me on employment law matters and has been in practice for 12 years and
22 bills at the hourly rate of \$750/hour. I have been in practice for nearly 25 years, with most of
23 those years handling complex litigation and for over the last 18 years, my practice has almost
24 entirely consisted of handling class action wage and hour matters. My billing rate is \$950/hour.

25 24. I believe these rates are comparable to those of other attorneys with equal or
26 similar experience, if not somewhat lower (*i.e.*, the Laffey Matrix at www.laffeymatrix.com
27 indicates that the benchmark rates are: \$777/hour for an 8–10-year attorney, \$878/hour for a 11–
28 19-year attorney, and \$1,057/hour for a 20+ year attorney). Moreover, the Wolters Kluwer 2023

Real Rate Report (“Real Rate Report”) provides directly applicable information in this regard. The Real Rate Report is based on an enormous and statistically significant compilation of data, comprising millions billing entries from a hundred thousand individual timekeepers who worked at thousands of law firms. The Real Rate Report then compiles and analyzes this data to provide the hourly rates for partners and associates in major metropolitan areas. For the southern California area: (a) the rate for partners in Los Angeles is between \$840 and \$1,159 per hour for the middle and upper quartiles, and (b) the rates for associates with seven or more years of experience, the median rate is \$674 per hour, and the upper quartile rate is \$888 per hour. And, perhaps most importantly, the information provided in the Real Rate Report is not based on self-reported numbers, surveys, sampling, or reviews or other publications – instead, the Real Rate Report is based on the actual hours and fees billed by law firms, which makes it “a much better reflection of true market rates than self-reported rates in all practice areas.” *Brown v. CVS Pharmacy, Inc.* (C.D. Cal. Apr. 24, 2017) 2017 U.S. Dist. LEXIS 182309, at *21.

25. The table below includes a summary of the hours worked, plus additional hours that I will bill in finalizing and filing the motion, preparing for and attending the approval hearing, and working with the administrator and defense counsel to issue checks, respond to class members and finalize this matter. The actual aggregated lodestar between the attorneys that worked on this case is approximately \$186,500, which reflects the fact that we are seeking a ***negative multiplier*** – further reinforcing the reasonableness of the requested fees.

Attorney/Timekeeper	Rate	Hours	Fee
Brian J. Mankin <i>Trial Counsel / Partner</i> (24 Years)	\$950	67²	\$63,650
Peter Carlson <i>Handling Attorney / Senior Associate</i> (12 Years)	\$750	163.8	\$122,850
Grand Total for All Attorneys			\$186,500

² Includes an estimated 35 hours that will be expended in finalizing the motion, attending the hearing, working with the parties and administrator regarding the notice and payment process, and filing any post judgment paperwork.

1 26. Thus, the requested fee is warranted and appropriate because of the results
2 achieved for the Class Members, both in terms of the immediate cash settlement, as well as the
3 fact that the Class Members resoundingly supported the Settlement. Defendant does not oppose
4 this fee request.

5 27. In the course of prosecuting this action, my office has incurred expenses
6 necessary to the effective representation of the Class. These expenses included but were not
7 limited to: court filings, copying and management of documents, messenger services, postage,
8 mediation fees, expert fees, and other incidental expenses directly related to this action. My
9 firm's expenses through the final approval hearing are estimated to be \$12,241.36, which
10 includes filing this motion, process/server costs, and service expenses (see the itemized statement
11 of these costs attached hereto as Exhibit C). Since the Settlement Agreement provided for
12 capped costs up to \$20,000, the savings will be placed in the Net Settlement Amount for
13 distribution to the Participating Class Members. Defendant does not oppose this request for
14 costs.

15 **REASONABLENESS OF REQUESTED SERVICE AWARD**

16 28. I also believe that the service award of \$10,000 each to Plaintiffs and Class
17 Representatives is fair and warranted. They came forward and worked directly with my office in
18 analyzing the claims and documents, providing valuable information, and he gave up the ability
19 to pursue his separate individual claims as part of the settlement. (See their declarations for
20 supporting information.) Indeed, their participation was an essential element of Defendant's
21 desire to mediate and of the pre- and post-mediation analysis that allowed Class Counsel to settle
22 the case. Of course, Plaintiffs also took on various risks, including the risk that they could have
23 been ordered to pay Defendant's costs if they lost and the risk of retaliation and being black-
24 balled in the industry. Defendant does not oppose the requested service awards.

25 **SUBMISSION TO THE LWDA**

26 29. The Motion and declarations, including the Settlement Agreement, have
27 concurrently been submitted to the LWDA. (See Exhibit E hereto).

28 ///

EXHIBITS AND CONCLUSION

30. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit A.**

31. A true and correct copy of the Order granting preliminary approval is attached hereto as **Exhibit B.**

32. A true and correct copy of an itemized statement of my firm's litigation costs is attached hereto as **Exhibit C.**

33. A true and correct copy of the LWDA's confirmation of receipt of this Motion and Declaration is attached hereto as **Exhibit D.**

34. For the foregoing reasons, it is respectfully requested that the Court grant final approval of the settlement as being fair, reasonable, and in the best interest of the class, and approve the requested attorneys' fees, costs, and enhancements.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 30, 2026, at Riverside, California.

By:

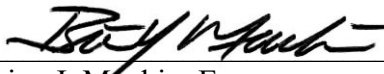

Brian J. Mankin, Esq.

EXHIBIT “A”

SETTLEMENT AGREEMENT

This Settlement Agreement (this “Settlement” or “Agreement”) is made by and between plaintiff Reyes Zepeda (“Zepeda”), plaintiff Alvaro Ramirez (“Ramirez”) (together, “Plaintiffs”) and defendant AES Clean Energy Services, LLC (“AES”). Plaintiffs and AES collectively are referred to in this Agreement as the “Parties.”

I. RECITALS

- A. On September 12, 2024, Zepeda filed a complaint against AES as well as The AES Corporation, AES Clean Energy Operations and Maintenance, LLC, and AES Clean Energy Development, LLC (the “AES Defendants”) in the Superior Court of the State of California, for the County of Riverside (the “Superior Court”), titled “*REYES ZEPEDA, individually and on behalf of all others similarly situated, Plaintiff, vs. THE AES CORPORATION, a Delaware Corporation; AES CLEAN ENERGY SERVICES, LLC, a Delaware Limited Liability Company; AES CLEAN ENERGY OPERATIONS & MAINTENANCE, LLC, a Delaware Limited Liability Company; AES CLEAN ENERGY DEVELOPMENT, LLC, a Delaware Limited Liability Company; and DOES 1 through 20, inclusive*,” designated as No. CV-RI-2405184” (the “Action”), currently pending in the Superior Court. On December 11, 2024, Zepeda filed a First Amended Complaint filed on asserting putative class claims and representative claims pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab. Code § 2698 *et seq.* On April 6, 2026, Zepeda and Ramirez filed the stipulation and order permitting Plaintiffs to file operative Second Amended Complaint adding Ramirez as a named Plaintiff and asserting putative class and PAGA claims against AES for alleged failure to pay minimum and overtime wages; provide meal and rest periods; reimburse business expenses; pay vested vacation; timely pay regular and final wages; and furnish accurate itemized wage statements (the operative “Second Amended Complaint”). Upon receipt of the signed Order, Plaintiffs will file the Second Amended Complaint.
- B. On September 11, 2024, Zepeda submitted to the California Labor and Workforce Development Agency (the “LWDA”) notice of his claim under PAGA against the AES Defendants. On January 20, 2025, Zepeda and Ramirez submitted to the LWDA an amended notice of his as well as Ramirez’s claims under PAGA against the AES Defendants.
- C. On December 18, 2025, the Parties participated in a mediation presided over by Craig Ackermann of Employment Mediation Corp. During the mediation, each side, represented by its respective counsel, recognized the significant risk of litigation and agreed to settle the Action, and all other matters covered by this Agreement pursuant to the terms and conditions of this Agreement. This Agreement replaces and supersedes the Memorandum of Agreement entered into at the mediation and any other agreements, understandings, or representations between the Parties.

- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by AES that Plaintiffs' claims in the Action have merit or that it has any liability on those claims, or as an admission by Plaintiffs that AES's defenses in the Action have merit.

Based on these Recitals, the Parties agree as follows:

II. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. "Action" means the civil action titled "*REYES ZEPEDA, individually and on behalf of all others similarly situated, Plaintiff, vs. THE AES CORPORATION, a Delaware Corporation; AES CLEAN ENERGY SERVICES, LLC, a Delaware Limited Liability Company; AES CLEAN ENERGY OPERATIONS & MAINTENANCE, LLC, a Delaware Limited Liability Company; AES CLEAN ENERGY DEVELOPMENT, LLC, a Delaware Limited Liability Company; and DOES 1 through 20, inclusive*", designated as No. CV-RI-2405184 and currently pending in the Superior Court of the State of California, for the County of Riverside. "Action" specifically includes all claims alleged in Plaintiffs' Second Amended Complaint.
- B. "AES's Counsel" means Andrea Fellion, Lucky Meinz, and Rizelle Dizon of Sheppard Mullin Richter & Hampton, LLC.
- C. "Class" means all current and former employees who worked for AES in a non-exempt position in California at any time during the Class Period.
- D. "Class Counsel" means Peter Carlson and Brian Mankin of Lauby, Mankin & Lauby, LLP.
- E. "Class Counsel Fees and Expenses Payment" means the amount awarded to Class Counsel by the Superior Court to compensate them for their fees and expenses in connection with the Action, including their pre-filing investigation, their commencement of the Action and all related litigation activities, this Settlement, and all post-Settlement compliance procedures, including securing court approval of the Settlement, and attending to the administration of the Settlement.
- F. "Class Members" means all members of the Class.
- G. "Class Notice" means the Court Approved Notice of Class and Representative Action Settlement and Hearing Date for Final Court Approval.
- H. "Class Notice Packet" means the Class Notice, Request for Exclusion Form, Objection Form, and Dispute Form.

- I. “Class Period” means the period of time from September 12, 2020 through March 3, 2026.
- J. “Class Representative Payment” means the service award to Plaintiffs in their capacity as Class Representatives to compensate them for initiating and pursuing the Action and undertaking the risk of liability in the event they were unsuccessful in the prosecution of the Action and in exchange for a general release of all claims.
- K. “Covered Pay Periods” means the number of pay periods worked by the PAGA Group Member for AES in a non-exempt position covered by the Settlement during the PAGA period.
- L. “Covered Workweeks” means the number of workweeks worked by the Class Member for AES in a non-exempt position covered by the Settlement during the Class Period.
- M. “Final” means the last of the following dates, as applicable.
1. if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Judgment;
 2. the date of affirmance of an appeal of the Judgment becomes final under the California Rules of Court;
 3. the date of final dismissal of any appeal of the Judgment or the final dismissal of any proceeding on review of any court of appeal decision relating to the Judgment.
 4. In this regard, it is the intention of the Parties that the Settlement shall not become final until the Court’s order approving the Settlement is completely final, the Court has entered Judgment, and there is no further recourse by an appellant or objector, if any, who seeks to contest the Settlement.
- N. “Final Approval Hearing” means the hearing to be conducted by the Superior Court to determine whether to approve finally and implement the terms of this Agreement.
- O. “Individual Class Payment” the means the payment equal to the Net Settlement Amount, less the PAGA Civil Penalties, times the ratio of (i) the number Covered Workweeks worked by the Participating Class Member to (ii) the total number of Covered Workweeks worked by all Participating Class Members.
- P. “Individual PAGA Payment” means the PAGA Group Payment times the ratio of (i) the number of Covered Pay Periods worked by the PAGA Group Member to (ii) the total number of Covered Pay Periods worked by all such PAGA Group Members.
- Q. “Total Settlement Amount” means the total amount to be paid by AES as provided by this Agreement. The Total Settlement Amount is \$370,000 (Three Hundred and

Seventy Thousand Dollars), subject to the exception set forth in section III.I. of this Agreement (i.e., the Escalator Clause). The Total Settlement Amount will cover (a) all Settlement Shares paid to Class Members pursuant to the Settlement; (b) the LWDA Payment; (c) Plaintiffs' Class Representative Payments; (d) the Class Counsel Fees and Expenses Payment; and (e) the Settlement Administrator's fees and expenses.

- R. "Judgment" means the Order Granting Final Approval of Class Action Settlement and the Final Judgment entered by the Superior Court in substantially the same form evidenced by Exhibits D-1 and D-2 to this Agreement and incorporated by reference into this Agreement.
- S. "LWDA Payment" means the 65% of the PAGA Civil Penalties payable to the LWDA for its share of the settlement of claims for civil penalties under PAGA, as specified in section III.C.3. of this Agreement.
- T. "Net Settlement Amount" means the amount from the Total Settlement Amount that is available for distribution as Settlement Shares to Class Members after deductions for (a) the LWDA Payment; (b) the Class Representative Payments; (c) the Class Counsel Fees and Expenses Payment; and (d) the Settlement Administrator's fees and expenses. The entire Net Settlement Amount will be distributed to Class Members.
- U. "Participating Class Member" means a Class Member who does not opt out of the Settlement.
- V. "PAGA Group" means all current and former employees who worked for AES in a non-exempt position in California at any time from September 12, 2023 through March 3, 2026.
- W. "PAGA Group Members" means all members of the PAGA Group.
- X. "PAGA Group Payment" means the 35% of the PAGA Civil Penalties payable to PAGA Group Members under PAGA, as specified in section III.B.1.a. of this Agreement.
- Y. "PAGA Civil Penalties" means the \$20,000.00 (Twenty Thousand Dollars and Zero Cents) set aside from the Total Settlement Amount for settlement of claims for civil penalties under PAGA. Pursuant to California Labor Code § 2699(i), 65% of the PAGA Civil Penalties amounting to \$13,000.00 (Thirteen Thousand Dollars and Zero Cents) will be payable to the LWDA as the LWDA Payment, and the remaining 35% amounting to \$7,000 (Seven Thousand Dollars and Zero Cents) will be payable to PAGA Group Members as the PAGA Group Payment.
- Z. "PAGA Period" means the period of time from September 12, 2023 through March 3, 2026.

- AA. “Preliminary Approval of the Settlement” means the Superior Court’s preliminary approval of the Settlement. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not be considered a material change to the Settlement.
- BB. “Released Class Claims” or “Class Claims” means all class action claims based on the facts that were asserted in the original, First Amended, and operative Second Amended Complaint or arise out of or reasonably relate to the facts alleged therein, including all of the following claims for relief: (a) failure to pay or correctly pay/calculate all wages due (including minimum wages, overtime wages, time-and-a-half wages, double-time wages, sick pay, vacation pay, premium wages, off the clock work, unpaid time, unpaid time due to rounding time); (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses, such as work tools and cellular phones; (e) failure to timely pay wages during employment/failure to pay wages at least two times per month; (f) failure to provide complete, accurate or properly formatted wage statements; (g) waiting time penalties; (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) claims pursuant to the California Industrial Welfare Commission (“IWC”) wage orders, (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, regardless of whether the claims arise under federal, state or local laws. The Class Members’ Released Class Claims include claims brought under California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 510(a), 512, 512(a), 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, as well as California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders, including attorneys’ fees and costs; and interest; unpaid wages and statutory penalties related to the Released Class Claims above. The time period governing the Released Class Claims shall be the Class Period.
- CC. “Released PAGA Claims” means all PAGA claims that Plaintiffs alleged, or reasonably could have alleged, against the Released Parties, based on the facts stated in Plaintiffs’ September 11, 2024, and January 20, 2025 PAGA notice letters to the LWDA, and alleged in Plaintiffs’ original, First Amended, and Operative Second Amended Complaint, including all PAGA claims seeking civil penalties premised upon alleged: a) failure to pay or correctly pay/calculate all wages due (including minimum wages, overtime wages, time-and-a-half wages, double-time wages, sick pay, vacation pay, premiums wages, off the clock work, unpaid time, unpaid time due to rounding time, and all other forms of compensation); (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses, such as work tools and cellular phones; (e) failure to timely pay wages during employment/failure to

pay wages at least two times per month; (f) failure to provide complete, accurate or properly formatted wage statements; (g) waiting time penalties; (h) corresponding claims under California's IWC Wage Orders; and (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above. The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 510(a), 512, 512(a), 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*, and the corresponding portions of the Industrial Welfare Commission Wage Orders. All PAGA Group Members will release the Released PAGA Claims, and will receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement. The time period governing the PAGA Released Claims shall be the PAGA Period.

- DD. "Released Parties" includes AES and any present and former parents, subsidiaries and affiliated companies or entities (including but not limited to The AES Corporation; AES Clean Energy Operations & Maintenance, LLC; and AES Clean Energy Development, LLC), and their respective past, present, and future, officers, directors, employees, partners, shareholders, buyers, purchasers, owners, lenders, investors, insurers, fiduciaries, and agents, and any other successors, assigns and legal representatives and its related persons and entities.
- EE. "Settlement Administrator" means ILYM Group, Inc., the third-party administrator agreed on by the Parties and appointed by the Superior Court to administer the Settlement.
- FF. "Settlement Share" means the total of the Individual PAGA Payment and Individual Class Payment.
- GG. "Superior Court" means the Superior Court of the State of California in and for the County of Riverside.

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Employer's-Side Payroll Taxes.** AES's share of payroll taxes on the Wage Portion of the Settlement Shares paid to Class Members shall be paid by AES separately from, and in addition to, the Total Settlement Amount.
- B. **Settlement Shares.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate Settlement Shares from the Net Settlement Amount to Class Members as follows:
 - 1. **Calculation.** The Settlement Administrator will calculate each Class Member's and/or PAGA Group Member's Settlement Share based on the following formula:
 - a. **PAGA Group Payments.** From the Total Settlement Amount, \$20,000 has been designated for the PAGA Civil Penalties. Thirty-

Five percent of the PAGA Civil Penalties, or \$7,000.00 (Seven Thousand Dollars and Zero Cents), has been designated as the PAGA Group Payment. Each PAGA Group Member will receive an Individual PAGA Payment which represents their pro rata share of the PAGA Group Payment. All PAGA Group Members, including those who opt out of the class portion of the Settlement, will receive a pro rata share of the PAGA Group Payment.

- b. **Class Member Payments.** After deducting the PAGA Civil Penalties from the Net Settlement Amount, each Participating Class Member will receive an Individual Class Payment which represents their pro rata share of the remainder of the Net Settlement Amount.

- 2. **Effect of Class Members Who Opt Out of Settlement.** A Class Member who timely and validly opts out of the class portion of the Settlement by submitting a “Request for Exclusion” to the Settlement Administrator will not participate in or be bound by the Settlement with respect to the Released Class Claims; will not receive an Individual Class Payment; and will not be included with those other Class Members counted for purposes of the calculation of the Class Member Payment portion of Settlement Shares. However, all PAGA Group Members will release the PAGA claims described in sections III.F.1. and III.F.2. and will receive a pro rata share of the PAGA Group Payment regardless of whether they opt out of the Settlement. The Class Member Payment portion of the Settlement Share that otherwise would have been payable to a Class Member who opts out of the Settlement will be retained in the Net Settlement Amount for distribution to all Participating Class Members.

- 3. **Tax Treatment.** The Individual Class Payment and/or Individual PAGA Payment shall be reported to taxing authorities as follows:

- a. Fifteen percent (15%) of each Individual Class Payment (the “Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for unpaid wages. Accordingly, the Wage Portion will be reduced by applicable payroll tax withholding and deductions, and the Settlement Administrator will issue to the Class Member a Form W-2 with respect to the Wage Portion.
- b. Eighty five (85%) of each Individual Class Payment (the “Non-Wage Portion”) will be treated as a payment in settlement of the Class Member’s claims for all penalties and interest. Accordingly, the Non-Wage Portion will not be reduced by payroll tax withholding and deductions; and, instead, the Settlement Administrator will issue to the Class Member a Form 1099 with respect to the Non-Wage Portion.

- c. The entire Individual PAGA Payment to each PAGA Group Member will be treated as civil penalties and the Settlement Administrator will issue to a Form 1099 with respect to the Individual PAGA Payment.
- d. Class Members and PAGA Group Members are responsible for their own tax obligations.
- e. AES and Class Counsel make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any statement, representation, or calculation by AES or Class Counsel in this regard. Plaintiffs and Class Members understand and agree they will be solely responsible for the payment of their share of any taxes and penalties assessed on the payments described herein.

C. Payments to Plaintiffs, Class Counsel, LWDA, and Settlement Administrator. Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments from the Total Settlement Amount:

1. **To Plaintiffs.** In addition to Plaintiffs' Settlement Share, Plaintiffs will apply to the Superior Court for an award of not more than \$10,000 (Ten Thousand Dollars and Zero Cents) each (i.e., a total of \$20,000.00) as Plaintiffs' Class Representative Payment in consideration of initiating and pursuing the Action and undertaking the risk of liability in the event he was unsuccessful in the prosecution of the Action. Plaintiffs further agree that the Class Representative Payments are in consideration for their general release of any and all claims against the Released Parties, and Plaintiffs waive the protection of California Civil Code section 1542 in connection with these claims. California Civil Code section 1542 reads "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." AES will not oppose a Class Representative Payment to Plaintiffs of up to \$10,000 each. The Settlement Administrator will pay the Class Representative Payment approved by the Superior Court (but not more than \$20,000) out of the Total Settlement Amount. If the Superior Court approves a Class Representative Payment of less than \$20,000, the remainder will be retained in the Net Settlement Amount. Tax deductions and withholdings will not be taken from the Class Representative Payment, and instead the Settlement Administrator will issue to Plaintiffs Forms 1099 with respect to this payment.
2. **To Class Counsel.** Class Counsel will apply to the Superior Court for an award of one-third (1/3) of the Total Settlement Amount for attorneys' fees, and an amount not to exceed \$20,000.00 (Twenty Thousand Dollars and

Zero Cents) for expenses as their Class Counsel Fees and Expenses Payment, and AES will not oppose their request. If the Superior Court approves a Class Counsel Fees and Expenses Payment of less than the amount authorized to be sought under this Agreement, the remainder will be retained in the Net Settlement Amount. The Settlement Administrator will issue to Class Counsel a Form 1099 with respect to the awarded Class Counsel Fees and Expenses Payment.

3. **To the LWDA.** The Parties will apply to the Superior Court for an LWDA Payment of \$13,000.00 (Thirteen Thousand Dollars and Zero Cents) (65% of the PAGA Civil Penalties) as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to PAGA. This amount reflects the Parties' good-faith and reasonable assessment, for purposes of settlement. If the Superior Court approves an LWDA Payment of greater than or less than \$13,000.00, the remainder will either be retained in the Net Settlement Amount or paid from the Total Settlement Amount.
4. **To the Settlement Administrator.** The Settlement Administrator will pay to itself out of the Total Settlement Amount its reasonable fees and expenses of up to \$6,250.00 as approved by the Superior Court.

D. **Appointment of Settlement Administrator.** The Parties have agreed that ILYM Group will serve as the Settlement Administrator. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to Class Members; conducting a National Change of Address search and a reasonable and cost-effective skip trace methods to locate any Class Member whose Class Notice Packet was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Class Notice Packet to the Class Member's new address; receiving Class Member opt-outs from the Settlement; providing the Parties with weekly status reports regarding the delivery of Class Notice Packets and receipt of Class Member objections to and opt-outs from the Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the final authority to resolve all disputes concerning the calculation of Class Members' Settlement Shares, subject to Court approval. The Settlement Administrator's reasonable fees and expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Total Settlement Amount.

E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval.**

- a. Within a reasonable time after they finalize this Agreement and prior to the Court deadline for the scheduled hearing, Plaintiffs shall file a motion with the Superior Court for an order granting Preliminary Approval of the Settlement, conditionally certifying the Class,

setting a date for the Final Approval Hearing, and approving the Class Notice (the “Motion for Preliminary Approval”). Class Counsel will provide AES’s Counsel a draft of the Motion for Preliminary Approval seven (7) days before it is filed. The preliminary approval hearing date is presently set for May 18, 2026.

- b. Concurrently with filing the Motion for Preliminary Approval, Plaintiffs will submit the Motion for Preliminary Approval and the Settlement to the LWDA. The Parties intend and believe that providing notice of this Settlement to the LWDA pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and will request that the Superior Court approve the Settlement under PAGA and the PAGA Released Claims.
- c. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit a mutually agreed upon proposed order granting the motion.
- d. Should the Superior Court decline to preliminarily approve all material aspects of the Settlement, the Parties shall work together in good faith to address any issues in efforts to obtain preliminary approval. If the Superior Court continues to decline preliminary approval, or should it order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment, the Administrator Costs, or increasing or reducing the LWDA Payment will not be considered a material change to the Settlement.

2. **Notice to Class Members.** After the Superior Court enters its order granting Preliminary Approval of the Settlement, every Class Member will be mailed the Class Notice Packet.

- a. Within thirty (30) days after the Superior Court enters its order granting Preliminary Approval of the Settlement, AES will provide to the Settlement Administrator an electronic database containing each Class Member’s name, last known mailing address, last known telephone number, Social Security number, and his or her number of Covered Workweeks and Covered Pay Periods (the “Class Data”). AES will estimate the Covered Workweeks and Covered Pay Periods worked prior to February 19, 2021 based on Class Member and PAGA Group Member hire and termination dates. If any additional or all of the Class Data is unavailable to AES, AES will use best efforts to deduce or reconstruct the Class Data prior to

when it must be submitted to the Settlement Administrator. The Settlement Administrator will keep confidential the Class Data and will not disclose it to anyone, except in order to carry out the reasonable efforts described in section III.E.2., or pursuant to AES's express written authorization or by order of the Superior Court.

- b. Within ten (10) days after receiving the Class Data from AES, the Settlement Administrator will (i) search for updated addresses for all Class Members using the National Change of Address ("NCOA") database; (ii) update any Class Member addresses found through the NCOA search; (iii) calculate each Class Member's estimated Settlement Share; (iv) send to counsel for the Parties its payment calculations for Class Members and obtain approval from counsel of the payment calculations; (v) advise if the Escalator Clause is triggered and the revised periods and/or amounts owed; and (vi) mail a Class Notice Packet to each Class Member. In the event of returned or non-deliverable notices, the Settlement Administrator will make reasonable efforts to locate Class Members and re-send the notices.
- c. If a Class Notice Packet is returned by the U.S. Postal Service because of an incorrect address and no forwarding address is affixed thereto, the Settlement Administrator will promptly, and not later than five (5) business days from receipt of the returned Class Notice Packet, search for a more current address for the Class Member using a skip trace, and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with AES to find a more current address for the Class Member. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, court orders, and fee, as agreed to with Class Counsel and according to the deadlines set forth in this Agreement, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned as undeliverable. These reasonable steps will include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address; and promptly re-mailing Class Notice Packets to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the Settlement Administrator will note the re-mailing address for its own records and notify Class Counsel and AES's Counsel of the date of each such re-mailing as part of the weekly status report provided to the Parties.
- d. Each week, the Settlement Administrator will provide to Class Counsel and AES's Counsel a report showing whether any Class Notice Packets have been returned and re-mailed, and the receipt of

any objections to the Settlement, opt-outs from the Settlement and/or disputes regarding the Class Data.

- e. In connection with the filing of Plaintiffs' Motion for Final Approval of the Settlement, the Settlement Administrator will prepare, and the Parties will file with the Superior Court, a declaration of due diligence setting forth its compliance with its obligations under this Agreement and the Court's CMO and preliminary approval order. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Requests for Exclusion from Settlement.** Class Members may submit objections to the Settlement or opt out of the Settlement pursuant to the following procedures:

- a. **Objections to Settlement.** Class Members who wish to object to any term of the Settlement must mail an Objection Form to the Settlement Administrator, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the Class Member's notice was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packets). The Settlement Administrator shall, within two (2) business days of receipt, serve any objection(s) as received on Class Counsel and AES's Counsel, and authenticate/attach as exhibits all objections, disputes and opt-outs to its declaration. Class Counsel and AES's Counsel shall file and serve any responses to objections no later than five (5) calendar days prior to the Final Approval Hearing. To be valid, any objection by a Class Member must: (i) contain the objecting Class Member's full name, current address, and telephone number, as well as contact information for any attorney representing the objecting Class Member for purposes of the objection; (ii) include all objections and the factual and legal bases for same; (iii) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence supporting the objection; and (iv) be postmarked no later than 45 days after the Settlement Administrator mails the Class Notice Packets (or, if applicable, no later than 60 days after the initial mailing). The objection also will indicate whether the Class Member intends to appear at the Final Approval Hearing.
- b. **Requests for Exclusion.** Class Members who wish to exclude themselves from the settlement must mail the Request for Exclusion Form, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets (or, if the

Class Member's notice was returned to the Settlement Administrator as undeliverable, postmarked no later than sixty (60) days after the initial mailing of the Class Notice Packets). A Class Member who timely submits a valid Request for Exclusion will not participate in or be bound by the Settlement and the Judgment with respect to the class claims, except that all PAGA Group Members will receive a portion of the PAGA Group Payment and will release the PAGA claims described in sections III.F.1. and III.F.2. regardless of whether they opt out. All Class Members who do not submit a valid Request for Exclusion in the manner and by the applicable deadline specified in this paragraph will automatically be bound by all terms and conditions of the Settlement, including the Released Class Claims, if the Settlement is approved by the Superior Court, and the Judgment is entered.

- c. **Report.** Not later than ten (10) days after the deadline for submission of objections and opt-outs to the Settlement, the Settlement Administrator will provide the Parties with a complete and accurate list of objections and opt-outs submitted by Class Members.

- 4. **Resolution of Disputes.** If a Class Member disputes the Covered Workweeks shown on their Class Notice, the Class Member must ask the Settlement Administrator to resolve the dispute by mailing Dispute Form with the information that they contend is correct, and including any documentation the Class Member has to support their contention, postmarked no later than forty-five (45) days after the Settlement Administrator mails the Class Notice Packets. In the event of such a dispute, AES will have the right to review its payroll and personnel records to verify the correct information. After consultation with Class Counsel, the Class Member, and AES, the Settlement Administrator will make a determination of the correct information, and that determination will be final, binding on the Parties and the Class Member, and non-appealable, subject to Court approval.
- 5. **No Solicitation of Objection, Appeal, or Opt-Out.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or opt out of the Settlement.
- 6. **Right of AES to Reject Settlement.** If ten percent (10%) or more of Class Members, or a number of Class Members whose Settlement Shares would be worth ten percent (10%) or more of the Net Settlement Amount as calculated, timely submit valid Requests for Exclusion, AES will have the right to rescind the Settlement, and the Settlement and all actions taken in furtherance of it, including the filing of the Second Amended Complaint, will be null and void. AES must exercise this right within fourteen14 days

after the Settlement Administrator notifies the Parties of the total number of opt-outs, which the Settlement Administrator will do within ten (10) days after the deadline for submission of Requests for Exclusion. If AES exercises the right to rescind, it will be responsible for the costs of administration of the Settlement incurred through that time. If AES does not exercise the right to rescind, the Parties will jointly move for final approval of the Settlement, and Plaintiffs will move for an award of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to the Settlement, which AES will not oppose.

7. Additional Briefing and Final Approval.

- a. Not later than twenty-one (21) court days before the Final Approval Hearing, Class Counsel will provide AES's Counsel a draft of the Motion for Final Approval of the Settlement.
- b. Not later than sixteen (16) court days before the Final Approval Hearing, Plaintiffs will file with the Superior Court a Motion for Final Approval of the Settlement, seeking approval of the LWDA Payment, payment of the Settlement Administrator's reasonable fees and expenses, and for awards of the Class Representative Payment and the Class Counsel Fees and Expenses Payment pursuant to this Settlement.
- c. Not later than five (5) days before the Final Approval Hearing, the Parties may file a reply in support of the Motion for Final Approval of the Settlement to the extent that any opposition to the motion is filed.
- d. If the Superior Court does not grant final approval of the Settlement, the Parties shall work together in good faith to address any issues in efforts to obtain final approval. If the Superior Court's continues to refuse to grant final approval of the Settlement, or order material changes to the Settlement to which the Parties do not agree or if the Settlement is reversed or materially modified on appellate review, then this Settlement will be null and void; if that occurs, the Parties will have no further obligations under the Settlement, including any obligation by AES to pay the Total Settlement Amount, except that AES will pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is deemed null and void. An award by the Superior Court of lesser amounts than sought for the Class Representative Payment or Class Counsel Fees and Expenses Payment will not constitute a material modification of the Settlement; although Plaintiffs maintain the right to appeal any such reduction.

- e. Together with the Motion for Final Approval, the Parties will present to the Superior Court for its approval and entry an agreed upon Proposed Order Granting Final Approval of Settlement and a Proposed Final Judgment. After entry of the Judgment, the Superior Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (1) enforcing this Agreement, (2) addressing settlement administration matters, and (3) addressing such post-judgment matters as may be appropriate under court rules or applicable law.
- 8. If the Settlement is either rescinded or the Court does not issue preliminary or final approval, the Parties agree that the Settlement and all actions taken in furtherance of it will be null and void. The Second Amended Complaint will become null and void, and the Action will proceed with the operative First Amended Complaint.
- 9. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the material terms of this Agreement, Plaintiffs, Class Members who did not timely submit an objection to the Settlement and intervene in the Action, AES, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ, and the Judgment therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude Plaintiffs or Class Counsel from appealing from a refusal by the Superior Court to award the full Class Representative Payment or the Class Counsel Fees and Expenses Payment sought by them. If an appeal is taken from the Judgment, the time for consummating the Settlement (including making payments under the Settlement) will be suspended until such time as their appeal is finally resolved and the Judgment becomes Final, as defined in this Agreement.
- 10. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal or a petition for *certiorari* or review, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Judgment such that there is a material change to the Settlement, and that court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher court, then either Plaintiffs or AES will have the right to void the Settlement, which the Party must do by giving written notice to the other Parties, the reviewing court, and the Superior Court not later than thirty (30) days after the reviewing court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Superior Court's award of the Class Representative Payment or the Class Counsel

Fees and Expenses Payment will not constitute a vacating, reversal, or material modification of the Judgment within the meaning of this paragraph.

11. **Timing of Settlement Payments.** Within ten (10) days after the Court issues its order granting final approval of the Settlement, the Settlement Administrator will provide AES with wire transfer information. Within thirty (30) days after the Settlement becomes Final as defined in this Agreement, AES will transfer the Total Settlement Amount to the Settlement Administrator via wire transfer. Within ten (10) days thereafter, the Settlement Administrator will pay to Class Members and PAGA Group Members the Settlement Shares (which includes Individual Class Payments and Individual PAGA Payments); to Plaintiffs, the Class Representative Payment; to the LWDA, the LWDA Payment; to Class Counsel, the Class Counsel Fees and Expenses Payment; and to the Settlement Administrator, its reasonable fees and expenses.
12. **Uncashed Settlement Share Checks.** A Class Member must cash his or her Settlement Share check within one hundred and eighty (180) calendar days after it is mailed to him or her. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the Class Member at his or her correct address. If any Class Member's Settlement Share check is not cashed within one hundred and twenty (120) days after its last mailing to the Class Member, the Settlement Administrator will send the Class Member a letter or postcard informing him or her that unless the check is cashed in the next sixty (60) days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. Additionally the Administrator and AES must comply with the Court's CMO as it relates to uncashed checks by current employees of AES. Neither Defendant, Defense Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a Participating Class Member and/or Aggrieved Employee notifies the Settlement Administrator that he or she believes that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.
 - a. If any Participating Class Member's or PAGA Group Member's check is not cashed within the time periods noted above, the check will be void and a stop-payment will be issued, and the Settlement Administrator shall issue the unclaimed funds to the California State Controller's Office in the name of the Class Member to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 et seq., for the benefit of those individuals who did not cash their checks until such time that they claim

their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members and PAGA Group Members, whether or not they all cash their check. Therefore, AES will not be required to pay any interest on said amounts.

F. Release and Waiver of Claims.

1. **Class Members’ Release of the Released Class Claims.** In consideration for their awarded Class Member Payments, as of the date the Settlement becomes Final as defined in section II.M. and is fully funded as set forth in section III.F.11., all Participating Class Members will forever completely release and discharge the Released Parties from the Released Class Claims for the Class Period.
2. **PAGA Group Members’ Release of the Released PAGA Claims.** In consideration for their awarded portions of the PAGA Civil Penalties, as of the date the Settlement becomes Final as defined in section II.M. and is fully funded as set forth in section III.F.11., Plaintiffs on behalf of themselves, the State of California and the LWDA shall release the Released Parties from the Released PAGA Claims for the PAGA Period.
3. **Class Counsel.** Class Counsel will not seek or be entitled to any attorneys’ fees and/or expenses in this Action from AES or the Released Parties, other than those specified in this Agreement.

G. No Effect on Other Benefits. The Settlement Shares will not result in any additional benefit payments (such as 401(k) or bonus) to Plaintiffs or Class Members beyond those provided by this Agreement, and Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.

H. Confidentiality Preceding Preliminary Approval. The Parties will not publicize the Settlement or disclose it to third parties prior to the Court granting preliminary approval, except as required or necessary to effectuate its terms and comply with law. After the Final Approval Order, Class Counsel and Plaintiffs agree that they will not discuss the Settlement with the media, with any settlement or verdict reporting service, or disclose the settlement on any social media postings or other Internet postings. Nothing herein shall be construed to prevent Class Counsel from the public filing of motions or other case materials in the Action related to seeking and obtaining Court approval of this Settlement and the related awards of attorneys’ fees and costs, or to communications with Class Members or their representatives about this Settlement, or for the purpose of establishing adequacy or competency in other actions, or to prevent the Parties or their representatives from communicating with financial or legal advisors regarding the Settlement. In response to any media inquiry, Class Counsel may state only that the Action has been settled on terms mutually agreeable to the Parties.

I. **Unanticipated Increase in Covered Workweeks.** It is estimated that, as of December 18, 2025, Class Members worked approximately 10,557 workweeks during the Class Period. It is estimated that as of March 3, 2026, Class Members will have worked approximately 11,205 workweeks during the Class Period. Should the number of workweeks in the Class Period be more than 12,326 (i.e. 10% higher than 11,205), AES, in its sole discretion, may either shorten the Class Period so that the total weeks worked are less than 12,326, or may increase the Total Settlement Amount by a proportionate additional amount for each additional workweek (i.e., for each additional workweek greater than 12,236) (the “Escalator Clause”).

J. **Miscellaneous Terms.**

1. **No Admission of Liability.**

- a. AES denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Action, that the claims asserted in the Action can proceed on a representative basis, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by AES, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by AES was meritorious. This Settlement and the fact that Plaintiffs and AES were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the Settlement).
- b. The Parties agree that the Motion for Preliminary Approval seeking, *inter alia*, certification of a class is for purposes of the Settlement only, and if for any reason the Settlement is not approved, the certification will have no force or effect and will be immediately revoked. The Parties further agree that certification for purposes of the Settlement is in no way an admission that class certification is proper under the more stringent standard applied for litigation purposes and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) AES is liable to Plaintiffs or the Class.
- c. Whether or not the Judgment becomes Final, nothing in the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, or any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to AES or the Released Parties, including, but

not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against AES or any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.

d. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.

2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the claims asserted in the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential.
8. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

9. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiffs and the Class:

Brian J. Mankin
brian@lmlfirm.com
Peter J. Carlson
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444
Fax: (951) 320-1445

To AES:

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP
Andrea Fellion
Lucky Meinz
Four Embarcadero Center, 17th Floor
San Francisco, California 94111-4109
Telephone: 415.434.9100
Facsimile: 415.434.3947
afellion@sheppardmullin.com
lmeinz@sheppardmullin.com

10. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties will exchange between themselves original signed counterparts. Facsimile signatures will be accepted if the original signature is provided within seven days. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Intentionally left blank.]

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

REYES ZEPEDA

Dated: Apr 15, 2026

 REYES ZEPEDA (Apr 15, 2026 00:51:21 PDT)

ALVARO RAMIREZ

Dated: _____

Dated: _____

LAUBY, MANKIN & LAUBY LLP

By: _____

Brian Mankin
Attorneys for Plaintiffs
Reyes Zepeda
Alvaro Ramirez

Dated: 4/17/2026

AES CLEAN ENERGY SERVICES, LLC

Signed by:



C6C06679903C453...

By: Jennifer Killer

Its: SVP, Human Resources

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

Dated: Apr 15, 2026

By: _____


Andrea Fellion
Lucky Mainz
Rizelle J. Dizon
Attorneys for Defendant
AES Clean Energy Services, LLC

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

REYES ZEPEDA

Dated: _____

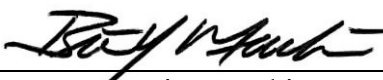
ALVARO RAMIREZ

Dated: Apr 14, 2026


Alvaro Ramirez (Apr 14, 2026 21:32:54 PDT)

Dated: Apr 15, 2026

LAUBY, MANKIN & LAUBY LLP

By: 
Brian Mankin
Attorneys for Plaintiffs
Reyes Zepeda
Alvaro Ramirez

Dated: _____

AES CLEAN ENERGY SERVICES, LLC

By: _____

Its: _____

Dated: _____

SHEPPARD, MULLIN, RICHTER &
HAMPTON LLP

By: _____
Andrea Fellion
Lucky Mainz
Rizelle J. Dizon
Attorneys for Defendant
AES Clean Energy Services, LLC

EXHIBIT “B”

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

MAY 22 2026

D. Board

CA1

MAY 26 2026

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE

REYES ZEPEDA and ALVARO
RAMIREZ, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiffs,

vs.

AES CLEAN ENERGY SERVICES, LLC,
a Delaware Limited Liability Company;
and DOES 1 through 20, inclusive;

Defendants.

Case No.: CVRI2405184
*[Assigned to Hon. Harold Hopp, Dept 1, for all
purposes]*

[PROPOSED] ORDER:

- 1) **PRELIMINARILY APPROVING
CLASS ACTION AND PAGA
SETTLEMENT;**
- 2) **CONDITIONALLY CERTIFYING A
CLASS FOR SETTLEMENT
PURPOSES ONLY;**
- 3) **DIRECTING DISTRIBUTION TO THE
CLASS OF THE SETTLEMENT
NOTICE AND EXPLANATION FORM;
AND**
- 4) **SETTING A HEARING FOR FINAL
APPROVAL OF THE SETTLEMENT**

1 Having reviewed the Class Action and PAGA Settlement Agreement (the "Settlement
2 Agreement" or "S.A."), which is attached as Exhibit A to the Declaration of Brian Mankin in
3 Support of Motion for Preliminary Approval of Class Action and PAGA Settlement filed on
4 April 24, 2026, between Plaintiffs Reyes Zepeda and Alvaro Ramirez ("Plaintiff") and
5 Defendant AES Clean Energy Services, LLC ("Defendant") (collectively, the "Parties"), as well
6 as the Memorandum of Points and Authorities in Support of the Unopposed Motion for
7 Preliminary Approval of Class Action Settlement, the documents submitted in support of the
8 motion, and all supporting legal authorities and documents, IT IS HEREBY ORDERED:

9 1. The Court GRANTS preliminary approval of the Settlement based upon the terms
10 set forth in the Settlement Agreement and finds its terms to be within the range of reasonableness
11 of a settlement that ultimately could be granted final approval by the Court at a Final Approval
12 hearing. The settlement appears to be fair, adequate and reasonable to the Class. Based on a
13 review of the papers submitted by Plaintiffs, the Court finds that the Settlement is the result of
14 arms-length negotiations conducted after the Parties adequately investigated and became familiar
15 with the strengths and weaknesses of the claims. The assistance of an experienced mediator in
16 the Settlement process supports the Court's conclusion that the Settlement is non-collusive.

17 2. For settlement purposes only, the Court finds that the proposed Class is
18 ascertainable and that there is a sufficiently defined community of interest among the Class
19 Members in questions of law and fact. The Court, therefore, conditionally certifies the following
20 Class, for settlement purposes only: "all current and former employees who worked for AES in a
21 non-exempt position in California at any time during the Class Period (September 12, 2020,
22 through March 3, 2026)."

23 3. Additionally, the "PAGA Group Members" are defined to include: "all current
24 and former employees who worked for AES in a non-exempt position in California at any time
25 during the PAGA Period (September 12, 2023, through March 3, 2026)."

26 4. The class action settlement set forth in the Settlement Agreement between
27 Plaintiffs and Defendant is preliminarily approved as it appears to be proper, to fall within the
28 range of a fair, reasonable, and adequate settlement, and to be presumptively valid, subject only

1 to any objections that may be raised at the Final Approval Hearing.

2 5. For settlement purposes only, the Court appoints Plaintiffs Reyes Zepeda and
3 Alvaro Ramirez as Class Representatives, and Brian Mankin and Peter Carlson as Class Counsel.

4 6. The Court approves ILYM Group, Inc. to act as the Settlement Administrator,
5 who is directed to fulfill all of the duties and services set forth in the Settlement Agreement. The
6 Settlement Administrator shall file a declaration concurrently with the Motion for Final
7 Approval, authenticating a copy of every Objection Form and Exclusion Form received by the
8 Settlement Administrator. Furthermore, in the event of a continuance of the hearing of the
9 motion for final approval, the Settlement Administrator must give notice of such continuance to
10 any objecting party.

11 7. The Court approves, as to form and content, the Class Notice, Exclusion Form,
12 Objection Form, and Dispute Form (attached hereto as Exhibits A, B, C, and D, respectively)
13 that the Class Members may use. The Court further finds the Class Notice, Exclusion Form,
14 Objection Form and Dispute Form fairly apprise the Class Members of the terms of the proposed
15 settlement and of their options in connection with the settlement.

16 8. Class Members who wish to request exclusion, object to the Settlement or dispute
17 Weeks Worked via the Exclusion Form and/or Objection Form and/or Dispute Form are directed
18 to mail the appropriate form above to the Settlement Administrator (and not to the Court) within
19 the time periods set forth in the Class Notice.

20 9. The Settlement Administrator is directed to mail the Notice, Request for
21 Exclusion Form, Objection Form, and Dispute Form by first class mail to the Class Members in
22 English in accordance with the Settlement Agreement and schedule set forth below.

23 10. The Court finds that the deadlines and method set forth in the Settlement
24 Agreement for the mailing of the Notice and related forms described herein meet the
25 requirements of due process, provide the best notice practicable under the circumstances,
26 constitute due and sufficient notice to all persons entitled to notice, and otherwise satisfy the
27 requirements of California law.
28

1 11. The Court directs the Administrator to perform address verification measures and
2 mail the Notice by first class mail to the Class Members not later than 10 days after it receives
3 the "Class Data" as defined in the Settlement Agreement and to otherwise carry out the
4 Settlement according to the terms of the Settlement Agreement and in conformity with this
5 Order. The Parties are also ordered to carry out the Settlement according to the terms of the
6 Settlement Agreement.

7 12. All Class Members shall be deemed to participate in the Settlement, although any
8 Class Member who wishes to comment on or object to the Settlement or who elects not to
9 participate in the Settlement has until forty-five (45) days after the mailing of the Class Notice to
10 submit an objection or Request to be Excluded, pursuant to the procedures set forth in the Notice.

11 13. The Court approves the handling of unclaimed funds set forth in the Settlement
12 Agreement, specifically that any unclaimed funds in the Administrator's account as a result of a
13 failure to timely cash a settlement check shall be issued to the State Controller's Office in the
14 name of the Class Member, as set forth in the Settlement Agreement.

15 14. The following dates shall govern for purposes of this settlement:

16 May 18, 2026	Preliminary Approval (PA) hearing
17 June 29, 2026 18 (40 days after PA)	Deadline for Administrator to complete first mailing of the Notice Packet to all Class Members.
19 August 13, 2026 20 (45 days after mailing)	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement.
21 16 court days before Final Approval hearing	Deadline for Plaintiffs to file and serve Motion for Final Approval and application for award of fees, costs and service payments.
22 9 court days before Final Approval hearing	Deadline for filing of any written opposition to Plaintiffs' Motion for Final Approval, or filing response to an objection.
23 5 court days before final approval hearing	Deadline for filing of any written reply to opposition Motion for Final Approval
24 Date: <u>10/22</u> , 2026 25 Time: 8:30 a.m.	Final Approval Hearing (proposed: October 9, 2026)

1 15. A final approval hearing shall be held in this Court on the date and time above to
2 determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be
3 finally approved by the Court; (2) the amount of Attorneys' Fees and Costs Award to Class
4 Counsel; and (3) the amount of the Service Payments to the Class Representatives.

5 16. Neither this Order, the Settlement Agreement, nor any document referred to
6 therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement
7 may be construed as, or may be used by Plaintiffs or the Class Members in this Action as an
8 admission by or against Defendant or any of the other Released Parties (as that term is defined in
9 the Settlement Agreement) of any fault, wrongdoing or liability whatsoever.

10 17. The Court may, for good cause shown, extend any of the deadlines set forth in
11 this Order. If any Class Member submits an objection to the settlement and the Final Approval
12 Hearing is continued, either Class Counsel or the Settlement Administrator are directed to give
13 notice of the new hearing date to the objecting party; and

14 18. In the event that the Settlement Agreement does not receive final approval or the
15 Effective Date of the Settlement does not occur, this Order—including certification of the class
16 for settlement purposes—shall be rendered null and void and shall be vacated.

17
18 Date:

May 22, 2016

Harold Hopp
Honorable Harold Hopp

EXHIBIT “C”

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00599 Zepeda v AES Clean
Energy Services (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Reyes Zepeda</u>							
<u>14000-00599 Zepeda v AES Clean Energy Services</u>							
09-11-2024	Approved	E108 Postage	Charito, Tracie	44.68	0.00	1.00	44.68
Postage for September 2024							
09-11-2024	Approved	E101 Copying	Charito, Tracie	0.20	0.00	84.00	16.80
84 copies @ .20 each - initial letters to company							
09-11-2024	Approved	E112 Court fees	Charito, Tracie	75.00	0.00	1.00	75.00
Receipt for LWDA - submit PAGA letter							
09-18-2024	Approved	Attorney Service	Charito, Tracie	1,512.08	0.00	1.00	1,512.08
Onelgal Order #23721207 - file complaint							
09-23-2024	Approved	Attorney Service	Charito, Tracie	62.60	0.00	1.00	62.60
Bosco Inv #11828780							
Serve: AES Clean Energy Operations & Maintenance, LLC, a Delaware Limited Liability Company							
Summons: Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference; ADR, AES Clean Energy Operations & Maintenance, LLC, a Delaware Limited Liability Company Work Order and Documents.pdf							
Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 09/19/2024							
09-24-2024	Approved	Attorney Service	Charito, Tracie	162.55	0.00	1.00	162.55
Bosco Inv #11828758							
Serve: AES Clean Energy Services, LLC, a Delaware Limited Liability Company Summons: Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference; ADR, AES Clean Energy Services, LLC, a Delaware Limited Liability Company Work Order and Documents.pdf							
Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 09/19/2024							
09-24-2024	Approved	Attorney Service	Charito, Tracie	62.60	0.00	1.00	62.60
Bosco Inv #11828802							
Serve: AES Clean Energy Development, LLC, a Delaware Limited Liability Company Summons: Complaint; Civil Case Cover Sheet; Certificate of Counsel; Notice of Department Assignment; Notice of Case Management Conference; ADR, AES Clean Energy Development, LLC, a Delaware Limited Liability Company Work Order and Documents.pdf							
Court: Riverside County Superior Court - Riverside Historic Courthouse Completed on: 09/19/2024							
09-27-2024	Approved	Attorney Service	Charito, Tracie	287.60	0.00	1.00	287.60

All Expenses

Lauby, Mankin & Lauby LLP

Staff Member = All (inactive Included)
Group By Staff Member Group
Client - Project = 14000-00599 Zepeda v AES Clean
Energy Services (Active Only)

Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Reyes Zepeda</u>							
<u>14000-00599 Zepeda v AES Clean Energy Services</u>							
Bosco Inv #11828723							
Serve: The AES Corporation, a Delaware Corporation							
Summons; Complaint; Civil Case Cover Sheet; Certifi cate of Counsel; Notice ofDepartment Assignment; Notice of Case Management							
Conference; ADR,							
The AES Corporation, a Delaware Corporation Work Order and Documents.pdf							
Court: Riverside County Superior Court - Riverside Historic Courthouse							
Completed on: 09/23/2024							
10-16-2024	Approved	Attorney Service	Charito, Tracie	20.96	0.00	1.00	20.96
Onelgal Order #23820843 - file Proofs of Service							
10-22-2024	Approved	Attorney Service	Charito, Tracie	20.96	0.00	1.00	20.96
Onelgal Order #23951556 - file POS							
11-08-2024	Approved	Attorney Service	Charito, Tracie	20.96	0.00	1.00	20.96
Onelgal Order #24108370 - file Joint Statement							
12-05-2024	Approved	Attorney Service	Charito, Tracie	20.96	0.00	1.00	20.96
Onelgal Order #24261832 - file Proof of Service							
12-10-2024	Approved	Attorney Service	Charito, Tracie	42.64	0.00	1.00	42.64
Onelgal Order #24261776 - file Stip and Order re File FAC							
12-20-2024	Approved	Attorney Service	Charito, Tracie	20.96	0.00	1.00	20.96
Onelgal Order #24304087 - file FAC							
01-16-2025	Approved	Attorney Service	Charito, Tracie	23.02	0.00	1.00	23.02
Onelgal Order #24521850 - file Joint Statement							
03-28-2025	Approved	Attorney Service	Charito, Tracie	44.71	0.00	1.00	44.71
Onelgal Order #25000782 - file Stip and Order to Cont CMC							
10-16-2025	Approved	Attorney Service	Charito, Tracie	44.71	0.00	1.00	44.71
Onelgal Order #26467339 - file Stip and Order to Cont CMC							
12-18-2025	Approved	E119 Experts	Charito, Tracie	3,392.50	0.00	1.00	3,392.50
Berger Consulting Group Inv #15685							
12-19-2025	Approved	E125 Mediation fees	Charito, Tracie	6,000.00	0.00	1.00	6,000.00
Employment Mediation Corp. Inv #1292 for 12/18/25 mediation with Craig Ackerman, Esq.							
01-13-2026	Approved	Attorney Service	Charito, Tracie	45.85	0.00	1.00	45.85
Onelgal Order #27178201 - file Stip and Order							
04-27-2026	Approved	Attorney Service	Charito, Tracie	87.25	0.00	1.00	87.25
Onelgal Order #28065919 - file MPA							
04-28-2026	Approved	Attorney Service	Charito, Tracie	45.85	0.00	1.00	45.85
Onelgal Order #27901615 - file Stip and Order re SAC							

All Expenses
Lauby, Mankin & Lauby LLP

Staff Member = All (Inactive Included)
Group By Staff Member Group
Client - Project = 14000-00599 Zepeda v AES Clean
Energy Services (Active Only)
Activity Code = All
Expense Code = All
View = Original
Approval Status = All
Selected Expenses = All
From Earliest To Latest

Entered	Status	Expense	Staff Member	Price	Mark Up %	Qty	Amount
<u>Reyes Zepeda</u>							
<u>14000-00599 Zepeda v AES Clean Energy Services</u>							
05-04-2026	Approved	Attorney Service	Chiarito, Tracie	24.12	0.00	1.00	24.12
Onelgal Order #28094242 - file SAC and dec							
05-27-2026	Approved	E 112 Court fees	Chiarito, Tracie	12.00	0.00	1.00	12.00
Receipt for RVSC - copy of signed order							
09-30-2026	Approved	Attorney Service	Chiarito, Tracie	150.00	0.00	1.00	150.00
Estimated cost to file MFA and supporting documents							

Project Total 12,241.36
Client Total 12,241.36
Grand Total 12,241.36

EXHIBIT “D”