

Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

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 CASSANDRA
POLITES OF ILYM GROUP, INC.
REGARDING NOTICE AND
SETTLEMENT ADMINISTRATION**

1 I, Cassandra Polites, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc., (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Parties’ Counsel and subsequently
5 appointed by the Court to serve as the Settlement Administrator for the above captioned, *Zepeda et*
6 *al. v. AES Clean Energy Services, LLC*. matter. I am authorized to make this declaration on behalf
7 of ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by the Parties’ Counsel and subsequently approved and
14 appointed by the Court to provide notification services and settlement administration, pursuant to
15 the terms of the Settlement, in the above referenced Action. Duties performed to-date and to be
16 performed after Final Approval of the Settlement is granted, include: (a) translating the mailing
17 documents into Spanish; (b) printing and mailing the *Dispute Form, Request for Exclusion Form,*
18 *and Objection Form*, in both English and Spanish (referred to as “Class Notice Packet”); (c)
19 receiving and processing requests for exclusion and objections to the Settlement; (d) resolving
20 Class Members’ disputes over the number of workweeks Defendant has record of them working
21 during the Class Period, which was pre-printed on their individualized Class Notice; (e) establishing
22 a QSF account and calculating individual settlement award amounts; (f) processing and mailing
23 settlement award checks; (g) handling tax withholdings as required by the Settlement and the law;
24 (h) preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the
25 distribution of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing
26 other tasks as the Parties mutually agree to and/or the Court orders ILYM Group to perform.
27
28

1 4. On May 28, 2026, ILYM Group received the Court approved text for the Class
2 Notice Packet from Class Counsel. ILYM Group prepared a draft of the formatted Class Notice
3 Packet, which was approved by the Parties' Counsel prior to mailing.

4 5. On June 18, 2026, ILYM Group received the class data file from Counsel for
5 Defendant, which contained the name, social security number, last known mailing address, and the
6 number of workweeks for each Class Member and Aggrieved Employee. The data file was
7 uploaded to our database and checked for duplicates and other possible discrepancies. The Class
8 List contained unique records for 142 individuals who worked a total of 12,967 work weeks.

9 6. The Escalator Clause in the Settlement Agreement indicates that if the actual number
10 of Workweeks worked by the Class Members during the Class Period exceeds 11,205 by more than
11 10% (i.e., more than 12,326 Workweeks), then Defendant may either shorten the Class Period so
12 that the total weeks worked are less than 12,326, or may increase the Total Settlement Amount by
13 a proportionate additional amount for each additional workweek greater than 12,236..

14 7. Based on the Class Data provided to our office, 142 Class Members worked a total
15 of 12,967 Workweeks during the Class Period. Because this exceeded the 12,326 Workweek
16 threshold by 641 Workweeks, the Escalator Clause was triggered. The 5.20% increase was
17 calculated by dividing the 641 additional Workweeks by the 12,326 estimated Workweeks.
18 Applying that percentage to the original \$370,000.00 Gross Settlement Amount resulted in a
19 \$19,241.44 escalator increase, bringing the new Gross Settlement Amount to \$389,241.44.

20 8. As part of the preparation for mailing, all 142 names and addresses contained in the
21 Class List were then processed against the National Change of Address ("NCOA") database,
22 maintained by the United States Postal Service ("USPS"), for purposes of updating and confirming
23 the mailing addresses of the Class Members before mailing of the Class Notice Packet. The NCOA
24 contains requested change of addresses filed with the USPS. To the extent that an updated address
25 was found in the NCOA database, the updated address was used for the mailing of the Class Notice
26 Packet. To the extent that no updated address was found in the NCOA database, the original address
27 provided by Counsel for Defendants was used for the mailing of the Class Notice Packet.
28

1 9. On July 2, 2026, the Class Notice Packet was mailed, in both English and Spanish,
2 via U.S First Class Mail, to all 142 individuals contained in the Class List. Attached hereto, as
3 **Exhibit A**, is a true and correct copy of the mailed Class Notice Packet.

4 10. As of the date of this declaration, 5 Class Notice Packets have been returned to our
5 office of which none were returned with a forwarding address. ILYM Group performed a
6 computerized skip trace on the 5 returned Class Notice Packets that did not have a forwarding
7 address, in an effort to obtain an updated address for the purpose of re-mailing the Class Notice
8 Packet. As a result of this skip trace, 4 updated addresses were obtained and the Class Notice
9 Packets were promptly re-mailed to those Class Members, via U.S. First Class Mail.

10 11. As of the date of this declaration, a total of 4 Class Notice Packets have been re-
11 mailed as a result of ILYM Group's skip tracing efforts.

12 12. As of the date of this declaration, a total of 1 Class Notice Packets has been deemed
13 undeliverable as no updated addresses were found notwithstanding the skip tracing.

14 13. As of the date of this declaration, ILYM Group has not received any request for
15 exclusion. The deadline to request exclusion from the Settlement was August 17, 2026.

16 14. As of the date of this declaration, ILYM Group has not received any objections to
17 the Settlement. The deadline to submit a written objection to the Settlement was August 17, 2026.

18 15. As of the date of this declaration, ILYM Group has not received any disputes from
19 a Class Member. The deadline to submit a work week dispute was August 17, 2026

20 16. The Net Settlement Amount available to Participating Class Members is estimated
21 to be \$201,002.93 and was calculated by subtracting the requested attorneys' fees of \$129,747.15
22 (one-third of the updated Total Settlement Amount), actual litigation costs and expenses of
23 \$12,241.36, the requested Class Representative Service Payments of \$20,000.00 total, the requested
24 Administration Expenses Payment of \$6,250.00, the LWDA Payment of \$13,000.00 and the PAGA
25 Penalties allocation to Aggrieved Employees of \$7,000.00 from the updated Total Settlement
26 Amount of \$389,241.44.

1 17. As of this date, there are 142 Class Members who did not submit a timely and valid
2 Request for Exclusion and are therefore deemed to be Participating Class Members. The Individual
3 Class Payment is allocated on a pro rata basis using their work weeks worked.

4 18. The *highest* Individual Class Payment to a Participating Class Member is currently
5 estimated to be approximately \$4,417.82, the *average* Individual Class Payment is currently
6 estimated to be approximately \$1,415.51 and, the *lowest* Individual Class Payment is currently
7 estimated to be approximately \$46.50. These amounts are subject to employee-side tax and
8 withholdings.

9 19. Pursuant to the Agreement, 35% of the PAGA Penalties payment (\$7,000.00) will
10 be allocated to Aggrieved Employees regardless of whether he or she opted outs of the Class
11 Settlement (“Employee PAGA Amount”); Aggrieved Employees cannot opt out of the PAGA
12 Settlement. The Employee PAGA Amount is allocated on a pro rata basis using their PAGA Pay
13 Periods. There are 111 Aggrieved Employees who worked 3,882 pay periods during the PAGA
14 period.

15 20. The *highest* Individual PAGA Payment to an Aggrieved Employee is currently
16 estimated to be approximately \$117.21, the *average* Individual PAGA Payment is currently
17 estimated to be approximately \$63.06 and the *lowest* Individual PAGA Payment is currently
18 estimated to be approximately \$3.61.

19 21. ILYM Group’s total fees and costs for services in connection with the administration
20 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
21 costs for completion of the settlement administration, are \$6,250.00. ILYM Group’s work in
22 connection with this matter will continue with the calculation of the settlement award payments,
23 issuance and mailing of the settlement award checks, the necessary tax filing and reporting on such
24 payments, and any other tasks that the Parties mutually agree to and/or the Court orders ILYM
25 Group to perform.

26 //

27 //

28 //

1 //

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct to the best of my knowledge and that this Declaration was executed this 1st day of September 2026, at Tustin, California.

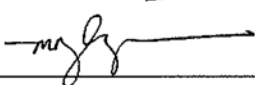

CASSANDRA POLITES

EXHIBIT “A”

EXHIBIT “A”

DISPUTE FORM

Reyes Zepeda and Alvaro Ramirez v. AES Clean Energy Services, LLC
(Riverside Superior Court, Case No. CVRI2405184)

Please verify and/or complete any missing identifying information:

<<MERGED_NAME>>
<<MERGED_ADDRESS>>
<<MERGED_ADDRESS>>

The following charts are based on the records of Defendant AES Clean Energy Services, LLC (“Defendant”), and reflect the number of weeks that you performed work for Defendant during the applicable periods:

<i>Data Points for Calculations of Individual Class Payment</i>	
Weeks Worked from 9/12/2020 through 3/3/2026	140

DO YOU DISAGREE WITH THE INFORMATION ABOVE AND WANT THE PARTIES AND ADMINISTRATOR TO INVESTIGATE FURTHER?

- ☐ **NO: STOP HERE -- *DO NOT RETURN THIS FORM.***
- ☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM.**

Please state why you believe that you should be credited with more Weeks Worked than shown in the chart and attach copies (not originals) of supporting documentation. The Parties and Settlement Administrator will consider your challenge and make a determination as to these issues.

Signed on _____, 2026

Alvaro Ramirez

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 17, 2026:

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

FORMULARIO DE IMPUGNACIÓN

Reyes Zepeda y Álvaro Ramírez vs. AES Clean Energy Services, LLC
(Tribunal Superior de Riverside, caso no. CVRI2405184)

Por favor, verifique y/o complete cualquier información de identificación que falte:

<<MERGED_NAME>>

<<MERGED_ADDRESS>>

<<MERGED_ADDRESS>>

El siguiente cuadro se basa en los registros de la Demandada AES Clean Energy Services, LLC (“Demandada”) y reflejan el número de semanas que usted trabajó para la Demandada durante los períodos correspondientes:

<i>Puntos de datos para el cálculo del Pago Individual del Acuerdo</i>	
Semanas trabajadas desde el 12/9/2020 al 3/3/2026	140

¿NO ESTÁ DE ACUERDO CON LA INFORMACIÓN PROPORCIONADA ARRIBA Y DESEA QUE LAS PARTES Y EL ADMINISTRADOR INVESTIGUEN MÁS?

- ☐ **NO: DETÉNGASE – NO REGRESE ESTE FORMULARIO.**
- ☐ **SÍ: LLENE EL REVERSO Y DEVUELVA ESTE FORMULARIO.**

Por favor, indique por qué considera que debería acreditársele un mayor número de Semanas Trabajadas de las que figuran en la tabla y adjunte copias (no originales) de la documentación que le justifique. Las Partes y el Administrador del Acuerdo examinarán su reclamación y tomarán una decisión al respecto.

Firmado el _____ de 2026 _____
Alvaro Ramirez

ENVÍE POR CORREO DE LOS ESTADOS UNIDOS AL ADMINISTRADOR DEL CORREO, CON MATASELLOS A MÁS TARDAR DEL 17 DE AGOSTO DE 2026:

Administrador del Acuerdo:

ILYM Group, Inc.
Apartado postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810

Request for Exclusion Form

Reyes Zepeda and Alvaro Ramirez v. AES Clean Energy Services, LLC
(Riverside Superior Court, Case No. CVRI2405184)

<<MERGED_NAME>>
<<MERGED_ADDRESS>>

DO YOU WANT TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT CHECK? (check the box that applies)

- ☐ **YES: STOP HERE -- DO NOT RETURN THIS FORM.** NO FURTHER ACTION IS NEEDED TO PARTICIPATE IN THE SETTLEMENT.
- ☐ **NO: SIGN, DATE AND RETURN THIS FORM TO EXCLUDE YOURSELF FROM THE SETTLEMENT.**

By signing below, I am excluding myself from the Class Action Settlement:

I do NOT want to participate in the class action portion of the Settlement in *Reyes Zepeda and Alvaro Ramirez v. AES Clean Energy Services, LLC*, (Riverside Superior Court Case No. CVRI2405184). **I understand by excluding myself that I will no longer be a Class Member, and I will not receive an Individual Class Payment.**

I further understand that I cannot opt-out of the PAGA portion of the Settlement, and that if I qualify as an PAGA Group Member (see first page of the Notice), I will receive an Individual PAGA Payment and give up my rights to pursue the Released PAGA Claims even if I exclude myself from the class action portion of the Settlement.

Signed on _____, 2026

Alvaro Ramirez

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO LATER THAN AUGUST 17, 2026:

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

FORMULARIO DE SOLICITUD DE EXCLUSIÓN

Reyes Zepeda y Álvaro Ramírez vs. AES Clean Energy Services, LLC

(Tribunal Superior de Riverside, caso no. CVRI2405184)

<<MERGED_NAME>>

<<MERGED_ADDRESS>>

¿DESEA PARTICIPAR EN EL ACUERDO DE DEMANDA COLECTIVA Y RECIBIR UN CHEQUE DEL ACUERDO? (marque el cuadro que aplique)

- ☐ **SÍ: DETÉNGASE – NO REGRESE ESTE FORMULARIO. NO NECESITA HACER MÁS NADA PARA PARTICIPAR EN EL ACUERDO.**
- ☐ **NO: FIRME, PONGA LA FECHA Y REGRESE ESTE FORMULARIO PARA EXCLUIRSE DEL ACUERDO.**

Al firmar a continuación, me estoy excluyendo a mí mismo/a del Acuerdo de la Demanda Colectiva:

NO quiero participar en la parte del Acuerdo de la demanda colectiva *Reyes Zepeda y Álvaro Ramírez vs. AES Clean Energy Services, LLC*, (Tribunal Superior de Riverside, caso no. CVRI2405184). **Entiendo que, al excluirme a mí mismo/a, ya no seré un Miembro del Grupo, y no recibiré un Pago Individual del Acuerdo.**

Entiendo además que no puedo optar por no participar en la parte PAGA del Acuerdo, y que si califico como miembro del Grupo PAGA (ver la primera página del Aviso), recibiré un Pago Individual de PAGA y renunciaré a mis derechos para presentar las Reclamaciones PAGA Exoneradas incluso si me excluyo del Acuerdo de la demanda colectiva del Acuerdo.

Firmado el _____ de 2026 _____

Alvaro Ramirez

ENVÍE POR CORREO DE LOS ESTADOS UNIDOS AL ADMINISTRADOR DEL CORREO, CON MATASELLOS A MÁS TARDAR DEL 17 DE AGOSTO DE 2026:

Administrador del Acuerdo:

ILYM Group, Inc.
Apartado postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810

Objection Form

Reyes Zepeda and Alvaro Ramirez v. AES Clean Energy Services, LLC
(Riverside Superior Court, Case No. CVRI2405184)

Please verify and/or complete any missing identifying information:

```
<<MERGED_NAME>>
<<MERGED_ADDRESS>>
<<MERGED_ADDRESS>>
```

DO YOU OBJECT TO THE CLASS ACTION SETTLEMENT? (check the box that applies)

- ☐ **NO: STOP HERE -- DO NOT RETURN THIS FORM**
- ☐ **YES: COMPLETE THE REVERSE SIDE AND RETURN THIS FORM**

The Court will consider your objection at the Final Approval Hearing if you submit a timely and valid written statement of objection. Any objection should describe the nature of and basis for the objection, and any other information that you would like the Court to consider.

I OBJECT to the class action portion of the Settlement in the case of *Reyes Zepeda and Alvaro Ramirez v. AES Clean Energy Services, LLC*, (Riverside Superior Court Case No. CVRI2405184) on the following grounds (if additional space is necessary, please include additional sheets of paper):

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

I declare under penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Signed: _____

Date: _____

Print Name: _____

Employee ID Number (if known): _____

MAIL TO THE SETTLEMENT ADMINISTRATOR, BY U.S. MAIL, POSTMARKED NO
LATER THAN AUGUST 17, 2026:

Settlement Administrator:

ILYM Group, Inc.
P.O. Box 2031
Tustin, CA 92781
Telephone: (888) 250-6810

FORMULARIO DE IMPUGNACIÓN

Reyes Zepeda y Álvaro Ramírez vs. AES Clean Energy Services, LLC
(Tribunal Superior de Riverside, caso no. CVRI2405184)

Por favor, verifique y/o complete cualquier información de identificación que falte:

<<MERGED_NAME>>

<<MERGED_ADDRESS>>

¿OBJETA USTED EL ACUERDO DE DEMANDA COLECTIVA? (marque el cuadro que aplique)

☐ **NO: DETÉNGASE – NO REGRESE ESTE FORMULARIO**

☐ **SÍ: LLENE EL REVERSO Y REGRESE ESTE FORMULARIO**

El Tribunal considerará su objeción en la Audiencia de Aprobación Final si presenta una declaración escrita de objeción válida y dentro del plazo establecido. Toda objeción deberá describir su naturaleza y fundamento, así como cualquier otra información que desee que el Tribunal tenga en cuenta.

OBJETO la parte del Acuerdo de la Demanda Colectiva en el caso de *Reyes Zepeda y Álvaro Ramírez vs. AES Clean Energy Services, LLC*, (caso no. CVRI2405184 del Tribunal Superior de Riverside) por los siguientes motivos (si necesita más espacio, por favor incluya hojas adicionales):

Declaro bajo pena de perjurio, conforme a las leyes del Estado de California, que lo anterior es verdadero y correcto.

Firmado: _____

Fecha: _____

Nombre impreso: _____
de identidad del empleado
(si lo sabe): _____

Número

ENVÍE POR CORREO DE LOS ESTADOS UNIDOS AL ADMINISTRADOR DEL CORREO, CON MATASELLOS A MÁS TARDAR DEL 17 DE AGOSTO DE 2026:

Administrador del Acuerdo:

ILYM Group, Inc.
Apartado postal 2031
Tustin, CA 92781
Teléfono: (888) 250-6810