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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF RIVERSIDE
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11 REYES ZEPEDA and ALVARO
12 RAMIREZ, individually, on a
13 representative basis, and on behalf of all
others similarly situated;

14 Plaintiffs,

15 vs.

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

19 Defendants.
20

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

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT; AND
ENTRY OF FINAL JUDGMENT**

Complaint filed: September 12, 2024

21 Plaintiffs Reyes Zepeda and Alvaro Ramirez's Motion for Final Approval of the
22 Settlement (the "Final Approval Motion") as set forth in the class action and PAGA Settlement
23 Agreement¹ (the "Settlement Agreement") came for hearing in Department 1 of the above-
24 entitled court. The Final Approval Motion was unopposed by Defendant AES Clean Energy
25 Services, LLC. Having considered the Final Approval Motion, the Settlement Agreement, the
26 Declarations, and all other materials properly before the Court and having conducted an inquiry
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28 ¹ See Exhibit 1 to the Declaration of Brian Mankin in support of the Motion for Final Approval,
which was concurrently filed on September 30, 2026.

1 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
2 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
3 Due and adequate notice having been given to the Class, and the Court having considered the
4 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 Litigation, and good cause appearing,

7 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

8 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
9 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter over this Action, the Class
11 Representatives, the Class Members, and Defendant. The Court finally appoints Plaintiffs Reyes
12 Zepeda and Alvaro Ramirez as Class Representatives, and further appoints Brian Mankin and
13 Peter Carlson of Lauby Mankin Lauby LLP as Class Counsel.

14 3. For purposes of effectuating this Order and Judgment, this Court has certified the
15 following class: “All current and former employees who worked for Defendant AES Clean
16 Energy Services, LLC, in a non-exempt position in California at any time during the Class
17 Period of September 12, 2020, through March 3, 2026.” The Court deems this definition
18 sufficient for purposes of California Rules of Court, rule 3.765(a).

19 4. As set forth in the Settlement Agreement, PAGA Group Members includes: “all
20 current and former employees who worked for Defendant AES Clean Energy Services, LLC, in a
21 nonexempt position in California at any time during the PAGA Period of September 12, 2023,
22 through March 3, 2026.”

23 5. The Court finds that the distribution of the Class Notice, Objection Form, Dispute
24 Form and Exclusion Form (collectively attached as Exhibit “B” to the Declaration of Cassandra
25 Polites filed on September 30, 2026), as provided for in the Order Granting Preliminary
26 Approval for the Settlement, constituted the best notice practicable under the circumstances to all
27 Class Members and fully met the requirements of California law and due process under the
28 California and United States Constitution. Based on evidence and other material submitted, the

1 actual notice to the class was adequate.

2 6. The Court finds that the instant Action presented a good faith dispute of the
3 claims alleged, and the Court finds in favor of settlement approval.

4 7. The Released Class Claims on behalf of the Participating Class Members
5 included:

6 All class action claims based on the facts that were asserted in the
7 original, First Amended, and operative Second Amended Complaint
8 or arise out of or reasonably relate to the facts alleged therein,
9 including all of the following claims for relief: (a) failure to pay or
10 correctly pay/calculate all wages due (including minimum wages,
11 overtime wages, time-and-a-half wages, double-time wages, sick
12 pay, vacation pay, premium wages, off the clock work, unpaid time,
13 unpaid time due to rounding time); (b) failure to provide proper meal
14 periods, and to properly provide premium pay in lieu thereof; (c)
15 failure to provide proper rest periods, and to properly provide
16 premium pay in lieu thereof; (d) failure to reimburse business
17 expenses, such as work tools and cellular phones; (e) failure to
18 timely pay wages during employment/failure to pay wages at least
19 two times per month; (f) failure to provide complete, accurate or
20 properly formatted wage statements; (g) waiting time penalties; (h)
21 unfair business practices that could have been premised on the
22 claims, causes of action or legal theories of relief described above or
23 any of the claims, causes of action or legal theories of relief pleaded
24 in the operative complaint; (i) claims pursuant to the California
25 Industrial Welfare Commission ("IWC") wage orders, (j) any other
26 claims or penalties under the wage and hour laws pleaded in the
27 Action; and (k) all damages, penalties, interest and other amounts
28 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.

1 8. The Released PAGA Claims included:

2 All PAGA claims that Plaintiffs alleged, or reasonably could have
3 alleged, against the Released Parties, based on the facts stated in
4 Plaintiffs' September 11, 2024, and January 20, 2025 PAGA notice
5 letters to the LWDA, and alleged in Plaintiffs' original, First
6 Amended, and Operative Second Amended Complaint, including all
7 PAGA claims seeking civil penalties premised upon alleged: a)
8 failure to pay or correctly pay/calculate all wages due (including
9 minimum wages, overtime wages, time-and-a-half wages, double-
10 time wages, sick pay, vacation pay, premiums wages, off the clock
11 work, unpaid time, unpaid time due to rounding time, and all other
12 forms of compensation); (b) failure to provide proper meal periods,
13 and to properly provide premium pay in lieu thereof; (c) failure to
14 provide proper rest periods, and to properly provide premium pay in
15 lieu thereof; (d) failure to reimburse business expenses, such as
16 work tools and cellular phones; (e) failure to timely pay wages
17 during employment/failure to pay wages at least two times per
18 month; (f) failure to provide complete, accurate or properly
19 formatted wage statements; (g) waiting time penalties; (h)
20 corresponding claims under California's IWC Wage Orders; and (i)
21 all claims under the California Labor Code Private Attorneys
22 General Act of 2004 that could have been premised on the claims,
23 causes of action or legal theories described above. The Released
24 PAGA Claims include but are not limited to claims arising under
25 California Labor Code sections 200, 201, 202, 203, 204, 208, 210,
26 218.6, 221, 222, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 510,
27 510(a), 512, 512(a), 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
28 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.

23 9. There were no Objections or Requests for Exclusion from the Settlement.

24 Accordingly, all Class Members are Participating Class Members who are entitled to an
25 Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all PAGA
26 Group Members are entitled to an Individual PAGA Payment as calculated by the Settlement
27 Administrator.

1 10. The Court approves the Settlement, as set forth in the Settlement Agreement and
2 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The
3 Parties are directed to perform in accordance with the terms set forth in the Settlement
4 Agreement and this Order and Judgment.

5 11. The Parties are to bear their own costs, except as otherwise provided in the
6 Settlement Agreement and this Order and Judgment.

7 12. With respect to the Settlement Class and for purposes of approving this
8 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
9 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
10 fact common to the Class Members, and there is a well-defined community of interest among the
11 Class Members with respect to the subject matter of the Action; (c) the claims of Class
12 Representatives are typical of the claims of the Class Members; (d) the Class Representatives
13 have fairly and adequately protected the interests of the Class Members; (e) a class action is
14 superior to other available methods for an efficient adjudication of this controversy; and (f) the
15 counsel of record for the Class Representatives, *i.e.*, Class Counsel, are qualified to serve as
16 counsel for the Plaintiffs in their individual and representative capacity and for the Class.

17 13. By this Order and Judgment, the Class Representatives shall release, relinquish,
18 and discharge the Released Class Claims, as defined in the Settlement Agreement. Additionally,
19 by this Judgment, each of the Participating Class Members shall be deemed to have, and by
20 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
21 discharged all Released Class Claims.

22 14. By this Order and Judgment, Plaintiffs, the State of California and its LWDA
23 shall fully, finally, and forever release, relinquish and discharge Defendant and the Released
24 Parties from all Released PAGA Claims, as defined in the Settlement Agreement. As to the
25 PAGA Released Claims, this Order and Judgment shall have preclusive effect, under the
26 doctrines of res judicata and collateral estoppel, and bind Plaintiffs, the State of California and its
27 LWDA, and PAGA Group Members, to the fullest extent permitted by applicable law. See *Arias*
28 *v. Superior Court*, 46 Cal.4th 969 (2009).

1 15. The Settlement is not an admission of wrongdoing or violation by Defendant or
2 any of the other Released Parties, nor is this Judgment a finding of the validity of any claims in
3 the Action or of any wrongdoing by Defendant or any of the other Released Parties. Neither this
4 Settlement Approval Order, the Settlement, or the Judgment nor any document referred to herein,
5 nor any action taken to carry out the Settlement are, may be construed as, or may be used as an
6 admission by or against Defendant or any of the other Released Parties of any fault, wrongdoing,
7 or liability whatsoever.

8 16. The Escalator Clause in the Settlement Agreement indicates that if the actual
9 number of Workweeks worked by the Class Members during the Class Period exceeds 11,205 by
10 more than 10% (i.e., more than 12,326 Workweeks), then Defendant may either shorten the
11 Class Period so that the total weeks worked are less than 12,326, or may increase the Total
12 Settlement Amount by a proportionate additional amount for each additional workweek greater
13 than 12,236. Here, the total number of Workweeks was 12,967, which exceeds the cap by 641
14 Workweeks. Therefore, the Escalator Clause was triggered. Defendant elected to increase the
15 Total Settlement Amount. Accordingly, the Total Settlement Amount is increased from
16 \$370,000 to \$389,241.44 (an increase of \$19,241.44).

17 17. The updated Total Settlement Amount to be paid under the Settlement Agreement
18 is \$389,241.44. From this amount, Class Counsel sought an award of attorney's fees of
19 \$129,747.15, litigation expenses of \$12,241.36, a Service Award of \$10,000 each to Plaintiffs
20 and Class Representatives Reyes Zepeda and Alvaro Ramirez, Settlement Administrator Costs of
21 \$6,250 to ILYM Group, and \$20,000 to PAGA Penalties (with 65% or \$13,000 to the LWDA
22 and 35% or 7,000 to the PAGA Group Members. Defendant does not oppose these requests.
23 The Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the
24 payments set forth below from the Settlement Amount:

- 25 A. \$129,747.15 to Class Counsel for attorneys' fees;
26 B. \$12,241.36 to Class Counsel for costs/expenses;
27 C. \$10,000 each to Class Representatives Plaintiffs Reyes Zepeda and Alvaro
28 Ramirez as a Service Award;

- D. \$6,250 to the Settlement Administrator, ILYM Group;
- E. \$13,000 to the LWDA;
- F. \$7,000 to the PAGA Group Members;
- G. After deducting the foregoing payments from the Settlement Amount, the remainder shall form the Net Settlement Amount payable to the Participating Class Members as set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

18. Defendant is directed to fund the updated Total Settlement Amount, plus its share of payroll taxes, in accordance with the Settlement Agreement and the timeline set forth below. The Settlement Administrator is directed to calculate the Participating Class Member's Individual Class Payments from the Net Settlement Amount, as well as the PAGA Group Members' Individual PAGA Payment, and issue all payments within in accordance with the Settlement Agreement and the timeline set forth below:

Approx. October 22, 2026	Final Approval is Granted and this Order/Judgment is entered.
Approx. December 22, 2026 (61 days after FA Order)	The Settlement and FA Order become "Final"
Approx. January 21, 2027 (30 days after "Final")	Defendant is ordered to fund the updated Total Settlement Amount of \$389,241.44, plus Defendant's share of payroll taxes owed on Individual Class Payments.
Approx. February 1, 2027 (10 days after funding)	The Administrator is directed to disburse the Settlement Amount in accordance with this Order and the Settlement Agreement.
Approx. July 31, 2027 (180 days after disbursement)	180-day deadline for Participating Class Members and PAGA Group Members to cash the settlement checks - after which any uncashed checks will be voided and forwarded to the State Controller as soon as possible, pursuant to the Settlement Agreement, this Order and applicable law.
September 29, 2027	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including the date and amount of issuing the uncashed funds to the SCO.

1 Date: _____, 2027
2 Time: 8:30 a.m.

Final Report Hearing re: status of funding.

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4 19. The envelope transmitting the settlement checks shall bear the notation “YOUR
5 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” Concurrently with mailing the
6 settlement checks to the Participating Class Members and PAGA Group Members, the
7 Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members
8 either on a postcard or as a detachable portion of the check for the Participating Class Members,
9 noting the following: “Please be advised that on [INSERT DATE] the Superior Court of
10 California for the County of Riverside entered Judgment in the case entitled *Zepeda v. AES*
11 *Clean Energy Services, LLC*, Case No. CVRI2405184, on behalf of the Participating Class
12 Members (which includes “All current and former nonexempt employees employed by
13 Defendant AES Clean Energy Services, LLC, in California at any time during the Class Period
14 of September 12, 2020, through March 3, 2026.”).

15 20. Participating Class Members and PAGA Group Members shall have 180 days to
16 negotiate the settlement check from the date of issuance by the Settlement Administrator. If a
17 check has not been cashed within 60 days after issuance, the Settlement Administrator shall mail
18 a reminder postcard within 10 days thereafter and provide the Participating Class Member with
19 the deadline to cash the check. If any check that is issued to a current employee of Defendant is
20 returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
21 unable to locate a valid mailing address, then the Settlement Administrator shall arrange with the
22 Defendant to have the check(s) delivered to the Participating Class Member at their place of
23 employment. In the event that a Participating Class Members and/or PAGA Group Members
24 does not negotiate his/her check within this time period, the check will be canceled. The value
25 of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely
26 cash a settlement check shall be issued to the California State Controller in the name of the Class
27 Member and/or PAGA Group Member.

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1 21. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representatives, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

7 Dated: _____

8 _____
9 Hon. Harold Hopp
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