EVAN S. GAINES, ESQ. SBN 287668
GAINES LAW CORPORATION
4550 E. Thousand Oaks Blvd., Suite 100
Westlake Village, CA 91362
Telephone: (805) 892-8200
Facsimile: (805) 800-8928
Email: evan@gaines.law

Attorneys for Plaintiff Kevin McDade, Jr.,
on behalf of himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF IMPERIAL

KEVIN MCDADE, JR., on behalf of himself and all "aggrieved employees" pursuant to Labor Code § 2698 *et seq.*,

Plaintiff,

v.

FREE ENERGY SAVINGS COMPANY, LLC, a Delaware limited liability company, and DOES 1 through 10, inclusive,

Defendants.

CASE NO: ECU004176

Assigned to the Honorable Judge L. Brooks Anderholt, Dept. 9

DECLARATION OF EVAN S. GAINES IN SUPPORT OF STIPULATION APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

[Concurrently filed: Stipulation and Order Approving Settlement]

Complaint Filed: July 7, 2025

DECLARATION OF EVAN S. GAINES

I, EVAN S. GAINES, hereby declare and state as follows:

1. I am an attorney duly admitted to the practice of law in the State of California. I am the principal of Gaines Law Corporation, counsel for Plaintiff Kevin McDade, Jr. ("Plaintiff") in this Action. I have personal knowledge of the facts set forth herein and if called as a witness to testify to them, I could and would do so competently.

2. I obtained my BA degree from the University California at Santa Barbara in 2005. I majored in Film Studies.

3. Thereafter, I attended the Michigan State University College of Law ("MSU"). At MSU, I was the recipient of jurisprudence awards (highest grade) in Client Counseling and Interviewing and Complex Civil Litigation. At MSU, I focused my studies on complex litigation. I earned my JD and became a member of the California Bar in 2012.

4. After becoming a member of the Bar, I practiced law with my father (Kenneth S. Gaines) and brother (Daniel F. Gaines) at Gaines & Gaines, APLC. In January 2024, I started my own law firm, Gaines Law Corporation. My practice specializes in litigation, with an emphasis in employment disputes like this one. Over 95% of my practice is devoted to complex employment litigation similar to the instant action.

5. My firm has represented employees in employment matters such as this one, with an emphasis in wage and hour issues. I have participated, and have been certified as Court-approved class counsel, in dozens of class and representative action matters since my admission to the Bar. A true and correct list of some of the cases in which I have been appointed as class counsel is attached hereto as **Exhibit "A"**.

6. On November 15, 2024, Plaintiff Kevin McDade, Jr. ("Plaintiff") transmitted a letter to the California Labor & Workforce Development Agency ("LWDA") and Defendant Free Energy Savings Company, LLC ("Defendant") that Plaintiff alleges to be in compliance with the exhaustion requirements of the California Labor Code Private Attorneys General Act ("PAGA"), articulating claims related to the failure to the failure to pay premium wages for missed meal and rest breaks; reimbursement; issue accurate wage statements; and pay all wages due at the separation of

employment. A true and correct copy of the November 15, 2024 letter to the LWDA as well as the LWDA website upload confirmation are attached hereto as **Exhibit "B."**

7. Thereafter, and in conjunction with the Parties' settlement, on April 7, 2025, Plaintiff transmitted a supplemental LWDA letter adding additional claims for failure to pay all minimum and overtime wages due, misclassification, and timely pay all wages due during employment. A true and correct copy of the April 7, 2025 supplemental letter to the LWDA as well as the LWDA website upload confirmation are attached hereto as **Exhibit "C."**

8. On July 7, 2025, Plaintiff filed a Representative Action Complaint in the Superior Court of the State of California for the County of Imperial, thereby commencing this Action entitled *Kevin McDade, Jr. v. Free Energy Savings Company, LLC, a Delaware limited liability company*, case number ECU004176. Plaintiff filed his Complaint on behalf of the State of California and other aggrieved employees as a PAGA action based on violations of Labor Code §§ 201, 202, 204, 216, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1175, 1194, 1199, and 2802. It was uploaded to the LWDA on July 17, 2025. A true and correct copy of the July 17, 2025 LWDA website upload confirmation is attached hereto as **Exhibit "D."**

9. Defendant disputes and denies the allegations and claims asserted in the Action and deny that the Action is suitable for representative treatment.

10. During the course of the litigation, my office and Defendant's Counsel engaged in informal discovery and fully shared the information necessary for all sides to conduct a legitimate investigation into the allegations of the action and potential defenses thereto. The Parties have reached their settlement only after such discovery and investigation were performed.

11. The terms and conditions of the settlement are set forth in the PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"). The Settlement Agreement resolves all claims asserted in the LWDA Letters and First Amended Complaint. Attached hereto as **Exhibit "E"** is a true and correct copy of the Parties' Settlement Agreement.

12. Based on the information and documents obtained through informal discovery, Plaintiff initially assessed the maximum value of the limited PAGA claims to be released by the

settlement to be approximately $156,400 (at the rate of a $100 penalty for approximately 1,564 pay periods at issue, without stacking violations).

13. As set forth in the Settlement Agreement, the Gross Settlement Amount is $55,000, and includes an apportionment of attorneys' fees and costs, and payment to the settlement administrator (there is no enhancement award to Plaintiff). By a separate confidential agreement, the Parties have resolved all of Plaintiff's individual claims through a comprehensive general release in favor of Defendant. In connection with his general release of all claims, Plaintiff will be paid a confidential sum, separate from the Gross Settlement Amount. My office is not recovering any attorney's fees from Plaintiff's individual settlement.

14. My office has submitted a copy of the Settlement Agreement, together with the Stipulation, the accompanying Order and Judgment, and this Declaration, to the LWDA as required by PAGA. Attached hereto as **Exhibit "F"** is a true and correct copy of the confirmation my office received from the LWDA.

15. The Parties request that the Court enter the accompanying order approving the Settlement, as permitted by Labor Code § 2699(l), and entering Judgment in accordance with the terms and conditions of the Settlement Agreement.

I declare, under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct. Executed on August 15, 2025 at Westlake Village, California.

EVAN S. GAINES

EXHIBIT A

Adams v. Sam's West, Inc., San Bernardino County Superior Court, Case No. CIVDS1403987

Amenhotep v. Google, Inc., Santa Clara County Superior Court, Case No. 17CV311528

Anaya v. Progressive Logistics Services, LLC, Riverside County Superior Court, Case No. RIC1308270

Aranda, et al. v. Universal Lumpers of California, Inc., San Joaquin County Superior Court, Case No. STK-UOE-2017-7826

Armendariz v. Integrated Pain Management Medical Group, Inc., Kern County Superior Court, Case No. BCV-19-100267-SDS

Barrow, et al. v. Desmond Foods, L.P., Sacramento County Superior Court, Case No. 34-2015-00187227

Bosser v. Hooked on Solar, Yolo County Superior Court, Case No. CVCV-2016-876

Bourland v. Horizon Personnel Services, Inc., Sacramento County Superior Court, Case No. 34-2014-00161365-CU-OE-GDS

Bowen v. IMI Material Handling Logistics, Inc., San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-0000192

Branson v. Mladen Buntich Construction, San Bernardino County Superior Court, Case No. CIVDS1609129

Calhoun v. Celadon Trucking Services, Inc., USDC – Central District of California (Los Angeles), Case No. 5:16-cv-01351-PSG-FFM

Carlisle, et al. v. Professional Technical Security Services, Inc., Case No. CGC18569791

Carrillo v. Bimbo Bakeries, Inc., San Bernardino County Superior Court, Case No. CIVDS1606813

Cheifer, et al. v. WHGM, Inc., Los Angeles County Superior Court, Case No. LC104900

Contreras v. Osmose Utilities Services, Inc., San Bernardino County Superior Court, Case No. CIVDS1513998

Contreras v. West American Service Corporation, Kings County Superior Court, Case No. 14C0280

Cowen, et al. v. Evergreen Alliance Golf Limited, L.P., d/b/a Arcis Golf, San Bernardino County Superior Court, Case No. CIVDS1719283

Cunningham v. Performance Contracting, Inc., Contra Costa County Superior Court, Case No. C16-02157

Dabney v. Coneybeare, LLC, et al., Orange County Superior Court, Case No. 30-2018-00999989-CU-OE-CXC

Dabney, et al. v. Panera, LLC., San Bernardino County Superior Court, Case No. CIVDS1516030

Esakhani v. Central Valley Gaming, Stanislaus County Superior Court, Case No. 2020667

Espinosa v. Taltech Construction, et al., Los Angeles County Superior Court, Case No. BC590176

Espinosa v. Bodycote Thermal Processing, Inc., Los Angeles County Superior Court, Case No. BC501617

Espinoza v. Pabco Building Products, LLC, Los Angeles County Superior Court, Case No. VC065660

Friel v. Midwest Construction Services, Inc., San Joaquin County Superior Court, Case No. 39-2015-00329204-CU-OE-STK

Gagnon v. Banc of California, Contra Costa County Superior Court, Case No. C 15-00196

Geer v. Applied Aerospace Structures Corp., San Joaquin County Superior Court, Case No. 39-2014-00313702-CU-OE-STK

Getz v. California Cinema Investments, Inc., Ventura County Superior Court, Case No. 56-2013-00437706-CU-MC-VTA

Guerrero v. Main Electric Supply Company LLC, Ventura County Superior Court, Case No. 56-2019-00525427-CU-OE-VTA

Gutierrez v. Asset Management Specialists, Inc., Fresno County Superior Court, Case No. 12CECG03577

Hurtado v. Rush Truck Centers of California, Inc., Los Angeles County Superior Court, Case No. BC427672

Ibrihim v. Imperfect Foods, Inc., San Joaquin County Superior Court, Case No. STK-VI-UOE-2019-0000846

Jenkins v. Sedgwick Claims Management Services, Inc., Los Angeles Superior Court, Case No. LC101648

Job v. California Security Services, Yuba County Superior Court, Case No. 14-0000820

Kunsman v. Punch Bowl Sacramento, LLC, et al., Sacramento County Superior Court, Case No. 34-2018-00243175

LaFear v. Encore Education Corporation, San Bernardino County Superior Court, Case No. CIVDS1802251

Lanzarin v. AWI Management Corporation, Solano County Superior Court, Case No. FCS041809

Lewis v. American Casino & Entertainment Properties LLC, San Bernardino County Superior Court, Case No. CIVDS1719094

Leon v. Piercey West Inc., Los Angeles County Superior Court, Case No. BC656874

Lingad v. Top Quality Manufacturing, LLC, Los Angeles County Superior Court, Case No. 24STCV03079

Lopez v. Go Green Auto Spa Franchise, Inc., et al., Los Angeles County Superior Court, Case No. BC 562212

Macias v. American Tire Distributors, Inc., Kern County Superior Court, Case No. BCV-18-101586

Mayne v. John Muir Behavioral Health, Contra Costa County Superior Court, Case No. C17-00998

Molina v. Berkshire Hathaway Energy Company, et al., Imperial County Superior Court, Case No. ECU000522

Myles v. Central Transport LLC, San Bernardino County Superior Court, Case No. CIVDS1401434

Ochoa v Agusa, Kings County Superior Court, Case No. 24CU0042

Rambeau v. C.C.M. Corporation, et al., Sacramento County Court, Case No. 34-2018-00244842

Rankins v. Roman Empire Living Skills, Inc., Los Angeles County Superior Court, Case No. BC713399

Richard v. A-Para Transit Corp., Alameda County Superior Court, Case No. HG17870373

Roden v. Service Champions, San Bernardino County Superior Court, Case No. CIVDS1613183

Sebrell v. Pomeroy IT Solutions, San Bernardino County Superior Court, Case No. CIVDS1721560

Seymour v. Quest Service Group, LLC, Sacramento County Superior Court, Case No. 34-2017-00206917

Smith v. Steelcase, Inc., San Bernardino County Superior Court, Case No. CIVDS1725850

Sohal v. Foster Poultry Farms, Stanislaus County Superior Court, Case No. 2026605

Solorzano v. FDS Manufacturing Corporation, Los Angeles County Superior Court, Case No. BC542532

Spitzer, et al. v. FRHI Hotels & Resorts (Canada) Inc., San Bernardino County Superior Court, Case No. C IVDS1712220

Thompson v. Sidhu Truck Line, Inc., Kern County Superior Court, Case No. BCV-15-101308-DRL

Tripp v. California Guest Services, Inc., Plumas County Superior Court, Case No. CV16-00036

Valdez v. Diamond Landscaping, Inc., Los Angeles County Superior Court, Case No. BC497097

Valencia v. American Team Managers, Inc., Orange County Superior Court, Case No. 30-2016-00857365-CU-CR-CXC

Warner v. Waterdrops Express Car Wash, LLC, Tulare County Superior Court, Case No. 265708

White v. Sally Beauty Supply, LLC, Imperial County Superior Court, Case No. ECU08177

Winningham v. Storer Transportation Service, San Joaquin County Superior Court, Case No. 39-2015-00324708-CU-STK

Woods, et al. v. F&B Innovations, LLC, San Bernardino County Superior Court, Case No. CIVDS1717765

Wright v. Social Vocational Services, Inc., Kern County Superior Court, Case No. BCV-15-101264

EXHIBIT B

GAINES | LAW
Corporation

4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Tel. (805) 892-8200 • www.gaines.law

November 15, 2024

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Free Energy Savings Company, LLC
4751 Arrow Highway
Montclair, CA 91763 Defendant mailed certified # 9589071052700763984552

Agent for Service of Process for Free Energy Savings Company, LLC
Allan Harris Rago
4751 Arrow Highway
Montclair, CA 91763 Agent mailed certified # 9589071052700763984569

Re: ***Labor Code Violations of Free Energy Savings Company, LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act***

Dear LWDA:

This office represents Kevin McDade, Jr., a former non-exempt California employees Free Energy Savings Company, LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we alleges Defendant engaged in with respect to our client and its other non-exempt California employees ("Aggrieved Employees").

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. Our client and Aggrieved Employees rarely (if ever) received a second meal period when they worked shifts in excess of 10 hours in duration. Defendant also failed to maintain accurate records showing the start and stop time of meal periods since Defendant did not require our client and Aggrieved Employee to clock out for their meal periods. This violates Labor Code §§ 226.7, 512, 558, 1174, and 1174.5 and IWC Wage Order 4-2001.

Defendant failed to pay correct premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. They were simply denied and not authorized to take their legally entitled rest periods and were never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, cellular phone expenses and personal hand and power tools (including impact drill, meter, and multimeter). Specifically, our client and Aggrieved Employees were required to use their cellular phone to clock in and out for their shifts and use their own personal hand and power tools to perform work for Defendant, but were not reimbursed for these expenses. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. These instances violate Labor Code § 2802.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201 and 202. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

The $75 PAGA filing fee has been submitted to the LWDA concurrently with the transmission of this letter.

We invite Defendant or its attorneys to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: ______________________

EVAN S. GAINES

Subject: Thank you for submission of your PAGA Case.
Date: Friday, November 15, 2024 at 12:03:54 PM Pacific Standard Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: Evan Gaines

11/15/2024

LWDA Case No. LWDA-CM-1061932-24
Law Firm : Gaines Law Corporation
Plaintiff Name : Kevin McDade, Jr.
Employer: Free Energy Savings Company, LLC
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT C

GAINES | LAW

GAINES LAW CORPORATION
EVAN S. GAINES, Esq.
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
evan@gaines.law • www.gaines.law
Tel. (805) 892-8200 • Fax (805) 800-8928

April 7, 2025

Via Certified Mail

Labor & Workforce Development Agency
By online submission

Free Energy Savings Company, LLC
4751 Arrow Highway
Montclair, CA 91763 Defendant mailed certified # 9589 0710 5270 2440 3874 34

Agent for Service of Process for Free Energy Savings Company, LLC
Allan Harris Rago
4751 Arrow Highway
Montclair, CA 91763 Agent mailed certified # 9589 0710 5270 2440 3874 41

Re: ***Labor Code Violations of Free Energy Savings Company, LLC – Compliance Letter of California Labor Code § 2698 - Private Attorneys General Act LWDA Case No. LWDA-CM-1061932-24***

Dear LWDA:

This letter supplements our previous correspondence sent on November 15, 2024 and alleges additional claims.

This office represents Kevin McDade, Jr., a former non-exempt California employee of Free Energy Savings Company, LLC ("Defendant"). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client was employed by Defendant in Southern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and its other non-exempt California employees ("Aggrieved Employees").

Our client alleges that Defendant failed to pay all minimum and overtime wages due and owing to certain Aggrieved Employees because it misclassified them as exempt and, therefore, ineligible for overtime wages or meal and rest periods, in violation of Labor Code §§ 510, 558, 1194, 1194.2, and 1199. Aggrieved Employees, however, did not meet any applicable exemption. Thus, when they worked in excess of eight (8) hours in a workday and/or over forty (40) hours in a workweek, they were entitled to premium overtime pay of one-and-one-half times the regular rate of pay for all overtime hours worked, yet Defendant failed to pay applicable overtime wages or minimum wages when they exceeded their salaried hours. Our client alleges this claim on behalf of all Aggrieved Employees misclassified as exempt.

Defendant failed to pay correct premium wages to our client and other Aggrieved Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Wage Order 4-2001. Our client and other Aggrieved Employees were routinely denied, and not authorized to take, a timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay at the proper rate of pay for each missed first or second meal period. Our client and Aggrieved Employees also rarely (if ever) received a second meal period when they worked shifts in excess of 10 hours in duration. Defendant also failed to maintain accurate records showing the start and stop time of meal periods since Defendant did not require our client and Aggrieved Employee to clock out for their meal periods. This violates Labor Code §§ 226.7, 512, 558, 1174, and 1174.5 and IWC Wage Order 4-2001.

Defendant failed to pay correct premium wages to our client and Aggrieved Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Our client and Aggrieved Employees were routinely unable to take a 10-minute rest period for every four (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for each missed rest period. They were simply denied and not authorized to take their legally entitled rest periods and were never paid premium wages for missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001.

Defendant also failed to reimburse our client and other Aggrieved Employees for necessary business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor Code § 2802, including, but not limited to, cellular phone expenses and personal hand and power tools (including impact drill, meter, and multimeter). Specifically, our client and Aggrieved Employees were required to use their cellular phone to clock in and out for their shifts and use their own personal hand and power tools to perform work for Defendant, but were not reimbursed for these expenses. Labor Code § 2802 states that an employer must indemnify its employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties. These instances violate Labor Code § 2802.

Our client further alleges that Defendant failed to provide him and other Aggrieved Employees with wage statements that fully and accurately itemized the requirements set forth in Labor Code §§ 226(a) and 226.3. Our client and other Aggrieved Employees were not paid all wages due, as stated above. As such, the wage statements provided by Defendant failed to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and 226.3.

Our client further alleges that Defendant failed to pay him all wages due at the separation of his employment based on the time frames required by Labor Code §§ 201, 202, 204, 210, and 216. As stated above, our client and other Aggrieved Employees were not paid all wages due during the course of their employment and, as a result of this failure, they were not timely paid all wages due at the separation of their employment. This violates Labor Code §§ 201, 202, 204, 210, and 216 and is alleged on behalf of our client and certain Aggrieved Employees no longer employed by Defendant.

Our office awaits your response.

Very truly yours,

GAINES LAW CORPORATION

By: ______________________
EVAN S. GAINES

cc: Matthew J. Weber, Esq. (by e-mail)

Subject: Thank you for your Amended PAGA Claim Notice Submission.
Date: Monday, April 7, 2025 at 12:53:07 PM Pacific Daylight Time
From: DIR PAGA Unit
To: Evan Gaines

04/07/2025 12:52:47 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Amended PAGA Claim

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: https://www.dir.ca.gov/dosh/complaint.htm

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

Subject: Thank you for your Court Complaint Submission.
Date: Thursday, July 17, 2025 at 2:26:50 PM Pacific Daylight Time
From: DIR PAGA Unit
To: Evan Gaines

07/17/2025 02:26:40 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Complaint
If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT E

<u>PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*)</u>
<u>SETTLEMENT AGREEMENT</u>

Subject to the approval of the Court, this Settlement Agreement ("Settlement Agreement" or "Settlement") is made and entered into between Plaintiff **Kevin McDade, Jr.**, acting in a private attorney general capacity, on behalf of the State of California on behalf of himself and all PAGA Settlement Employees, and Defendant **Free Energy Savings Company, LLC** (collectively, the "Parties").

I. <u>DEFINITIONS</u>

The following terms, when used in this Settlement Agreement, shall have the following meanings:

1. "Action" means the matter entitled *Kevin McDade, Jr. v. Free Energy Savings Company, LLC,* pending in the Imperial County Superior Court of the State of California, Case No. ECU004176.

2. "Complaint" means the Complaint in the Action.

3. "Defendant" means Free Energy Savings Company, LLC

4. "Effective Date" of the Settlement means the date upon which the Court enters the Final Order.

5. "Final Order" refers to the order of the Court granting approval of this PAGA Settlement Agreement on substantially the terms provided herein or as may be modified by subsequent agreement of the Parties and entry of judgment.

6. "PAGA Gross Settlement Amount" is the sum of Fifty-Five Thousand Dollars and Zero Cents ($55,000.00), which represents the total amount payable by Defendant Free Energy Savings Company, LLC under this Settlement Agreement for the release of the Released Claims and includes payments to all PAGA Settlement Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, and payment to the Settlement Administrator.

7. "Individual PAGA Payment" means the pro rata amount to be paid to each PAGA Settlement Employee from the thirty-five percent (35%) portion of the PAGA Payment allocated to employees; such individual share to be based on the number of pay periods during which a PAGA Settlement Employee worked for Free Energy Savings Company, LLC during the PAGA Period. Each PAGA Settlement Employee will be deemed to have worked at least one pay period.

8. "LWDA" means the California Labor and Workforce Development Agency.

9. "LWDA Letters" means the letters Plaintiff submitted to the LWDA on November 15, 2024 and April 7, 2025.

10. "Net Settlement Amount" or "PAGA Payment" is the amount remaining to distribute to the LWDA and PAGA Settlement Employees after the following amounts, if approved by the Court, are subtracted from the PAGA Gross Settlement Amount: (a) Plaintiff's Attorneys' Fees of up to 40% of the PAGA Gross Settlement Amount (projected to be Twenty-

Two Thousand Dollars ($22,000)); (b) Plaintiff's Costs up to Three Thousand Dollars and Zero Cents ($3,000.00); and (c) PAGA Settlement Administration costs not to exceed Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00).

11. "Parties" means Plaintiff and Defendant.

12. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code section 2698, *et seq.*

13. "PAGA Period" means the time period from November 15, 2023 through April 7, 2025. As of March 26, 2025, Free Energy Savings Company, LLC estimated there were approximately 1,564 pay periods worked during the PAGA Period by approximately 110 PAGA Settlement Employees. Final updated figures will be provided to the Settlement Administrator following the approval of the settlement.

14. "PAGA Representative Counsel" means Gaines Law Corporation, located at 4550 E. Thousand Oaks Boulevard, Suite 100, Westlake Village, California 91362.

15. "PAGA Settlement Employee" or "PAGA Settlement Employees" means and includes all current and former employees who worked for Free Energy Savings Company, LLC in the State of California during the PAGA Period.

16. "Plaintiff" means Kevin McDade, Jr.

17. "QSF" means qualified settlement fund.

18. "Released Claims" means all claims, rights, demands, liabilities, and causes of action for civil penalties recoverable under PAGA, that were asserted or could have been asserted, assessed upon or collected from the Released Parties by or on behalf of Plaintiff, the PAGA Settlement Employees, the LWDA, the State of California, or any of its agencies, based on any of the facts or violations alleged in the Complaint or LWDA Letter, including claims for PAGA civil penalties under or based on any alleged violations of Labor Code sections: 201, 202, 216, 226(a), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1199, 2699, *et seq*., and 2802, the violation of any Industrial Welfare Commission Order, misclassification, and any other claims asserted in the Action and operative Complaint.

19. "Released Parties" means Defendant Free Energy Savings Company, LLC, its past and present officers, directors, shareholders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys from all claims, demands, rights and liabilities as set forth above.

20. "Settlement Administrator" means Phoenix Settlement Administration.

21. "PAGA Settlement Administration Costs" means the cost, not to exceed Four Thousand Five Hundred Dollars and Zero Cents ($4,500.00), to be paid to the Settlement Administrator for administering the Settlement, including sending checks and Settlement Notices to the PAGA Settlement Employees.

22. "Settlement Notice" means an explanatory letter to be sent by the Settlement Administrator to PAGA Settlement Employees, substantially in the form attached hereto as **Exhibit A**.

II. RECITALS

1. Free Energy Savings Company, LLC employed Plaintiff during the PAGA Period.

2. On November 15, 2024, Plaintiff provided written notice to the LWDA and Defendant pursuant to Labor Code section 2699.3 of *inter alia* alleged violations of the California Labor Code and Industrial Welfare Commission Orders.

3. On April 7, 2025, Plaintiff provided a supplemental written notice to the LWDA alleging additional claims.

4. On July 7, 2025, Plaintiff filed the Action, pursuant to PAGA, on behalf of the State of California and other aggrieved employees alleging multiple violations of the California Labor Code and Industrial Welfare Commission Wage Orders by Defendant.

5. Defendant generally denies all of Plaintiff's allegations in the Action, including all PAGA claims, and further specifically denies that Defendant or any of the Released Parties committed or engaged in any misconduct, statutory or regulatory violations, wrongdoing, or other actionable conduct of any kind.

6. The Parties have independently analyzed and investigated the facts and law relevant to this case through informal discovery and pre-settlement disclosures, including, but not limited to, the employment policies, procedures, and practices implicated by the Complaint and/or the LWDA Letters; and summaries of data pertaining to the number of employees allegedly affected by the policies, procedures, and practices implicated by the Complaint and/or the LWDA Letters.

7. After evaluating the strengths and weaknesses of their respective positions, after considering the time, expense, and risk associated with litigating this case to judgment, and after engaging in arm's-length settlement negotiations through informed counsel, the Parties agreed to fully and finally, and exclusively, resolve the Released Claims as to Plaintiff and the PAGA Settlement Employees, subject to Court approval.

8. This Settlement contemplates the entry of an Order by the Court approving the payment allocated for settlement of PAGA penalties to the LWDA, Plaintiff and PAGA Settlement Employees, and the dismissal with prejudice of the Action.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Non-Admission**. Nothing in this Settlement Agreement or the judgment to be entered in this Action pursuant to the terms of this Settlement Agreement shall be construed to be an admission: (1) by Plaintiff that his claims do not have merit or (2) by Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Settlement Employees or any other person, and Defendant generally denies any such liability or wrongdoing. Defendant specifically denies any liability to Plaintiff or any other allegedly aggrieved employee for any alleged violation of his/her/their rights,

or for any alleged violation of any order, law, statute, duty or contract. The Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Settlement Agreement and any related court documents or orders are not and may not be cited or admitted as evidence of liability.

2. **PAGA Gross Settlement Amount**. Free Energy Savings Company, LLC shall make a one-time payment of Fifty-Five Thousand Dollars and Zero Cents ($55,000.00) as the PAGA Gross Settlement Amount. Free Energy Savings Company, LLC will not pay more than the PAGA Gross Settlement Amount to resolve the claims covered by this Agreement, except as otherwise stated in this Agreement. Defendant shall deposit the PAGA Gross Settlement Amount with the Settlement Administrator within 30 days of the Effective Date.

3. **Net Settlement Amount**. The Parties agree that the following amounts should be subtracted from the PAGA Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to be distributed to the LWDA and PAGA Settlement Employees:

a. **Plaintiff's Attorneys' Fees and Costs**. Defendant will not oppose Plaintiff's request for Plaintiff's Attorneys' Fees of up to 40% of the PAGA Gross Settlement Amount (projected to be Twenty-Two Thousand Dollars ($22,000)) and Plaintiff's Costs up to Three Thousand Dollars ($3,000.00) incurred in prosecuting this Action. In the event the Court approves a payment of less than the amount of fees and costs requested by Plaintiff, the difference will be added to the PAGA Payment.

b. **Administration Cost**. Defendant will not oppose the Settlement Administrator's costs, not to exceed Four Thousand Five Hundred Dollars ($4,500.00), for administering the Settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the PAGA Payment.

4. **PAGA Payment**. A portion of the PAGA Payment will be allocated to the LWDA and the remainder will be allocated to PAGA Settlement Employees in settlement of the Released Claims. The PAGA Payment will be subject to Court approval consistent with California Labor Code section 2699.3(b)(4). Upon approval, the PAGA Payment shall be allocated as follows:

a. Sixty-five percent (65%) will be paid to the LWDA, as required by California Labor Code section 2699(i).

b. Thirty-five percent (35%) will be paid to the PAGA Settlement Employees, divided on a pro rata basis among them and distributed by the Settlement Administrator as Individual PAGA Payments, as required by California Labor Code section 2699(i).

c. The payments will be reported as penalties on IRS Forms 1099 issued to the LWDA and each PAGA Settlement Employee. The Settlement Administrator will be responsible for issuing to PAGA Settlement Employees and PAGA Representative Counsel any 1099 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement.

5. **Representative PAGA Release**. Upon the Effective Date, Plaintiff, as an individual, and as the representative of the PAGA Settlement Employees, the LWDA and the State of California, hereby forever and completely releases and discharges the Released Parties of and from all of the Released Claims, and thus, Plaintiff, the PAGA Settlement Employees, LWDA and the State of California release and will be forever barred from pursuing any of the Released Claims defined herein against Released Parties which arose during periods of their respective employment in a non-exempt position in California during the PAGA Period. The Parties understand and agree that this release is limited to the Released Claims and does not otherwise impact the individual rights or claims of the PAGA Settlement Employees. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, 985, a judgment in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 . . . is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding," which the Final Order shall so reflect. Pursuant to *Arias* and *Cardenas v. McLane Foodservice, Inc.,* 796 F.Supp.2d 1246 (2011), the Final Order and judgment in this Action shall be binding on the PAGA Settlement Employees, LWDA, State of California and its agencies as to the Released Claims which arose during the PAGA Period, regardless of whether their settlement checks are cashed or not. The Parties further understand and agree that the continued effectiveness of this PAGA Release is contingent upon Defendant's payment of the PAGA Gross Settlement Amount. If Defendant defaults on any of its payment obligations under this Agreement, the PAGA Release set forth in this paragraph shall become ineffective until such default is cured in full.

6. **Separate Release and Individual Settlement by Plaintiff**. In addition to this Agreement, Plaintiff has entered into separate Confidential Settlement Agreement And General Release Of All Claims ("Individual Settlement Agreement") with Defendant for all of his separate individual (non-PAGA) claims arising out of his employment with Defendant, in exchange for a full release of those claims. The Parties acknowledge and agree that the Individual Settlement Agreement and the covenants, promises and released claims contained therein shall not serve to modify or limit Plaintiff's right to continue with this Action and seek the Court's approval of this PAGA Settlement; however, Plaintiff shall have no right to be the representative of a class action lawsuit against Defendant. The Parties further agree that if for any reason the Effective Date does not occur with regard to this Settlement and/or the Final Order is not entered, then the Individual Settlement Agreement shall also be null and void.

7. Filing of Request for Approval of PAGA Settlement by Plaintiff's Counsel

Plaintiff's counsel shall be responsible for filing a joint stipulation for approval of the Settlement, but shall provide for review to Defendant at least seven (7) calendar days prior to filing. Plaintiff shall provide the requisite notice of this Settlement Agreement to the LWDA on or before the date Plaintiff requests approval of this Settlement Agreement from the Court. If the Court approves this Settlement, the Parties shall request that the Court enter a Final Order approving the settlement.

As part of the request to approve the Settlement, Plaintiff shall submit a proposed Order granting approval of this Settlement. The Court shall retain jurisdiction to enforce the terms of this Agreement. This Settlement is expressly conditioned upon the Court entering such a Final

Order, approving this Settlement as set forth herein, and entry of judgment, disposing of the Action in its entirety and ensuring that this Settlement has a *res judicata* effect.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator**. The Settlement Administrator will be responsible for establishing a QSF and issuing payments and appropriate tax forms to PAGA Settlement Employees, the LWDA, and Plaintiff's counsel.

2. **Provision of Information for PAGA Settlement Employees**. Within twenty (20) calendar days after the Effective Date, Free Energy Savings Company, LLC will provide the information regarding the PAGA Settlement Employees to the Settlement Administrator, which shall not be shared with Plaintiff or his counsel. This information will include the name, most recently known address, social security number, and total pay periods worked by each of the PAGA Settlement Employees in California during the PAGA Period. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the Settlement.

The Settlement Administrator will calculate the amount to be received by each PAGA Settlement Employee. Within ten (10) calendar days of the Effective Date, the Settlement Administrator will circulate to counsel for both Parties an anonymized spreadsheet containing the estimated individual settlement payments to each PAGA Settlement Employee, and the data used to calculate said payments. The Settlement Administrator shall obtain approval from all counsel of the calculations before mailing Individual PAGA Payments.

3. **Explanatory Letter and Individual PAGA Payments**. Upon receipt of the information for PAGA Settlement Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the PAGA Settlement Employees' addresses.

Within ten (10) calendar days of receiving the PAGA Gross Settlement Amount, the Settlement Administrator will issue payments to: (a) PAGA Settlement Employees along with an explanatory letter accompanying the payment ("Settlement Notice"); (b) the LWDA; (c) Plaintiff's counsel; and (d) itself. The Settlement Notice shall be mailed to each PAGA Settlement Employee with their disbursement.

4. **Undeliverable Notices**. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip trace, or other search using the name, address or social security number of the PAGA Settlement Employees involved, and will then perform a single re-mailing. Individual PAGA Payment checks will remain negotiable for one hundred eighty (180) calendar days from issuance, and PAGA Settlement Employees will have one hundred eighty (180) calendar days from the date of issuance to cash their Individual PAGA Payment checks. If a PAGA Settlement Employee's check is returned to the Settlement Administrator with a forwarding address provided by the United States Postal Service, the Settlement Administrator will promptly resend the check to that PAGA Settlement Employee to

that address, but this re-mailing will not extend the 180-day period to cash a check. Funds represented by Individual PAGA Payment checks returned as undeliverable and those Individual PAGA Payment checks remaining un-cashed for more than one hundred eighty (180) calendar days after issuance will be paid to the California State Controller in the name of the PAGA Settlement Employee who did not cash the check, from which the PAGA Settlement Employee may claim the funds. Neither Defendant, Defense Counsel, Plaintiff's Counsel nor Plaintiff will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, unauthorized negotiation of settlement checks or failure to timely cash a settlement check within the 180-day period.

Defendant fully discharges its obligations to those PAGA Settlement Employees who are entitled to an Individual PAGA Payment through the Settlement Administrator's mailing of a check, regardless of whether such checks are actually received and/or negotiated by PAGA Settlement Employees.

5. **Tax Consequences**. Individual PAGA Payments made under this Settlement will be attributed one hundred percent (100%) as penalties and paid via IRS Form 1099 issued to each PAGA Settlement Employee. The Parties and their counsel make no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement.

6. **Circular 230 Disclaimer**. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

V. MISCELLANEOUS PROVISIONS

1. **Escalator Clause**. Free Energy Savings Company, LLC estimates there have been approximately 1,564 pay periods worked during the PAGA Period to date by approximately 110 PAGA Settlement Employees. Should the number of pay periods increase by more than 10%, Defendant shall have the option to either (a) increase the PAGA Gross Settlement Amount proportionally over the 10% increase (for example, if the number of pay periods increase by 11% through the PAGA Period, the PAGA Gross Settlement Amount shall increase by 1%) or (b) advance the end dates of the PAGA Period to correspond to the last date on which the total number of Pay Periods was not in excess of the triggering point (i.e., 1,720 pay periods).

2. **Mutual Preparation and Drafting**. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties through informed counsel and that neither Party shall be considered the "drafter" of this Settlement Agreement for purposes of having terms construed against that Party.

3. **Successors**. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors and assigns.

4. **Costs and Fees**. The Parties shall each bear their own costs, attorneys' fees, and other fees incurred in connection with this Settlement Agreement, the Action, and Plaintiff's claims, except as otherwise set forth specifically herein.

5. **Authority**. Defendant represents and warrants that the undersigned have the authority to act on behalf of Defendant and to bind Defendant to the terms of this Settlement Agreement.

6. **Governing Law**. This Settlement Agreement shall be construed under and governed by the laws of the State of California.

7. **Complete Agreement**. The Parties each acknowledge and represent that no promise or representation not contained in this Settlement Agreement has been made to them, and acknowledge and represent that this Settlement Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA Claims. Excluded from this Section is a separate settlement agreement related to Plaintiff's individual claims. This Settlement Agreement cannot be amended or modified except by a writing signed by the Parties hereto.

8. **Nullification of Settlement Agreement**. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, without prejudice. Neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect.

9. **Continuing Jurisdiction**. After approval of this Settlement and entry of the judgment in the Action, the Court will have continuing jurisdiction solely for purposes of

addressing: (i) the interpretation and enforcement of the terms of the Settlement and judgment, (ii) Settlement administration matters, and (iii) such matters as may be appropriate under court rules or as set forth in this Settlement Agreement. The Parties further agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and PAGA Settlement Employees to interpret and enforce the terms, conditions and obligation of the Agreement.

10. **Amendment or Modification**. This Settlement Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest.

11. **Binding on Successors and Assigns**. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

12. **Execution and Counterparts**. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, DocuSign, and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

13. **Acknowledgement that the Settlement is Fair and Reasonable**. The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

14. **Invalidity of Any Provision**. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents, so as to define all provisions of this Settlement Agreement valid and enforceable. Invalidation of any material portion of this Agreement shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

15. **Severability**. If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the remaining portions of this Settlement Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

16. **Waiver**. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right or remedy.

17. **Enforcement Action**. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and/or obligations under this settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

18. **Dispute(s)**. Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, the Parties agree to submit any such dispute(s) to the Court. To the extent any Party seeks to enforce any of the terms of this Agreement in or before the Court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

19. **Non-Evidentiary Use**. Neither this Agreement nor any of its terms shall be offered or used as evidence by any of the Parties, or their respective counsel in the Action or in any other action or proceeding except for purposes of establishing the Released Claims have been settled; provided, however, this shall not prevent this Agreement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

20. **Representation by Counsel**. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

21. **No Public Comment.** Neither the Parties nor their counsel shall make or issue any public statements to the press or any other third party, nor post any information on websites or other public forums, concerning the Action in any way.

22. **Cooperation and Execution of Necessary Documents**. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

23. **Binding Agreement**. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

24. **Denial of Liability**. The Parties expressly recognize that the making of this Settlement Agreement does not in any way constitute an admission or concession of wrongdoing on the part of Defendant. Nothing in this settlement, nor any action taken in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of this Action, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement

Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: 07 / 07 / 2025

By: K. M
Plaintiff Kevin McDade, Jr.

Dated: ____________________

By: ____________________________________
Defendant Free Energy Savings Company, LLC
____

Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation or enforcement of the settlement or any orders or judgments of the Court entered into in connection therewith.

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

Dated: ____________________

By: ______________________________________
Plaintiff Kevin McDade, Jr.

Dated: 08/04/25

By: Allan Rago
Defendant Free Energy Savings Company, LLC
Allan Rago

EXHIBIT F

PROOF OF SERVICE AND CERTIFICATION

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

_____ (For messenger) my business address is:

On August 15, 2025, I served the foregoing document described as **DECLARATION OF EVAN S. GAINES IN SUPPORT OF STIPULATION APPROVING SETTLEMENT PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT** on the interested parties in this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Matthew J. Weber, Esq.
Ryan C. Bykerk, Esq.
Greenberg Traurig, LLP
1840 Century Park East | Suite 1900 | Los Angeles, CA 90067-2121
E-mail: bykerkr@gtlaw.com & Matthew.Weber@gtlaw.com

_____ (BY x U.S. MAIL/ BY□ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more that one day after date of deposit for mailing in affidavit.

_____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or other facility regularly maintained by the express service carrier or delivered the sealed envelope to an authorized carrier or driver authorized by the express carrier to receive documents.

__X__ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic transmission
via email pursuant to an agreement between counsel on the counsel of record listed above.

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

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

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

correct. Executed on August 15, 2025, at Westlake Village, California.

____
EVAN S. GAINES, ESQ.