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

FOR THE COUNTY OF RIVERSIDE

REYES ZEPEDA and ALVARO RAMIREZ, individually, on a representative basis, and on behalf of all others similarly situated; Plaintiffs, vs. AES CLEAN ENERGY SERVICES, LLC, a Delaware Limited Liability Company; and DOES 1 through 20, inclusive; Defendants.	Case No.: CVRI2405184 *[Assigned to Hon. Harold Hopp, Dept 1, for all purposes]* **~~[PROPOSED]~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT; AND ENTRY OF FINAL JUDGMENT** Complaint filed: September 12, 2024

Plaintiffs Reyes Zepeda and Alvaro Ramirez's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the class action and PAGA Settlement Agreement[1] (the "Settlement Agreement") came for hearing in Department 1 of the above-entitled court. The Final Approval Motion was unopposed by Defendant AES Clean Energy Services, LLC. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry

[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.

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

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

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

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

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

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

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

actual notice to the class was adequate.

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

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

> All class action claims based on the facts that were asserted in the original, First Amended, and operative Second Amended Complaint or arise out of or reasonably relate to the facts alleged therein, including all of the following claims for relief: (a) failure to pay or correctly pay/calculate all wages due (including minimum wages, overtime wages, time-and-a-half wages, double-time wages, sick pay, vacation pay, premium wages, off the clock work, unpaid time, unpaid time due to rounding time); (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses, such as work tools and cellular phones; (e) failure to timely pay wages during employment/failure to pay wages at least two times per month; (f) failure to provide complete, accurate or properly formatted wage statements; (g) waiting time penalties; (h) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (i) claims pursuant to the California Industrial Welfare Commission ("IWC") wage orders, (j) any other claims or penalties under the wage and hour laws pleaded in the Action; and (k) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, regardless of whether the claims arise under federal, state or local laws. The Class Members' Released Class Claims include claims brought under California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 510(a), 512, 512(a), 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, as well as California Business and Professions Code sections 17200-17208, and the Industrial Welfare Commission Wage Orders, including attorneys' fees and costs; and interest; unpaid wages and statutory penalties related to the Released Class Claims above. The time period governing the Released Class Claims shall be the Class Period.

8. The Released PAGA Claims included:

> All PAGA claims that Plaintiffs alleged, or reasonably could have alleged, against the Released Parties, based on the facts stated in Plaintiffs' September 11, 2024, and January 20, 2025 PAGA notice letters to the LWDA, and alleged in Plaintiffs' original, First Amended, and Operative Second Amended Complaint, including all PAGA claims seeking civil penalties premised upon alleged: a) failure to pay or correctly pay/calculate all wages due (including minimum wages, overtime wages, time-and-a-half wages, double-time wages, sick pay, vacation pay, premiums wages, off the clock work, unpaid time, unpaid time due to rounding time, and all other forms of compensation); (b) failure to provide proper meal periods, and to properly provide premium pay in lieu thereof; (c) failure to provide proper rest periods, and to properly provide premium pay in lieu thereof; (d) failure to reimburse business expenses, such as work tools and cellular phones; (e) failure to timely pay wages during employment/failure to pay wages at least two times per month; (f) failure to provide complete, accurate or properly formatted wage statements; (g) waiting time penalties; (h) corresponding claims under California's IWC Wage Orders; and (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, causes of action or legal theories described above. The Released PAGA Claims include but are not limited to claims arising under California Labor Code sections 200, 201, 202, 203, 204, 208, 210, 218.6, 221, 222, 223, 226, 226(a), 226.3, 226.7, 227.3, 246, 510, 510(a), 512, 512(a), 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 *et seq.*, and the corresponding portions of the Industrial Welfare Commission Wage Orders. All PAGA Group Members will release the Released PAGA Claims, and will receive a PAGA Group Payment, regardless of whether they elect not to participate in the Settlement. The time period governing the PAGA Released Claims shall be the PAGA Period.

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

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

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

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

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

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

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

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

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

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

A. $129,747.15 to Class Counsel for attorneys' fees;

B. $12,241.36 to Class Counsel for costs/expenses;

C. $10,000 each to Class Representatives Plaintiffs Reyes Zepeda and Alvaro 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.

Date: October 6, 2027 Time: 8:30 a.m.	Final Report Hearing re: status of funding.

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

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

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

IT IS SO ORDERED.

Dated: 10/22/26

Hon. Harold Hopp

PROOF OF SERVICE

Reyes Zepeda v. AES Clean Energy Services LLC
Riverside Sup. Ct., Case No. CVRI2405184

STATE OF CALIFORNIA, COUNTY OF SAN FRANCISCO

At the time of service, I was over 18 years of age and **not a party to this action**. I am employed in the County of San Francisco, State of California. My business address is Four Embarcadero Center, 17th Floor, San Francisco, CA 94111-4109.

On November 3, 2026, I served true copies of the following document(s) described as **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on the interested parties in this action as follows:

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Peter J. Carlson
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Attorneys for Plaintiff
REYES ZEPEDA

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address lcuesta@sheppard.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on November 3, 2026, at San Francisco, California.



Leslie R. Cuesta