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Attorneys for Plaintiffs and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

VANESSA R. TORRES, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

EMPOWER SOLAR, INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2201894

Assigned to the Hon. Harold W. Hopp

**AMENDED [PROPOSED] ORDER
GRANTING PRELIMINARY
APPROVAL OF CLASS AND PAGA
SETTLEMENT AND SETTING FINAL
APPROVAL HEARING DATE**

1 The Motion of Plaintiffs Vanessa R. Torres and Francisco Moreno’s (“Plaintiffs”) for
2 Preliminary Approval of Class and PAGA Action Settlement came regularly for hearing. The
3 Court, having considered the proposed Amended Class Action and PAGA Settlement Agreement
4 (the “Settlement” or “Settlement Agreement”) attached as Exhibit “A” to the Declaration of
5 Mehrdad Bokhour filed concurrently herewith, having considered Plaintiffs’ Motion for
6 Preliminary Approval of Class Action Settlement, Memorandum of Points and Authorities in
7 support thereof, the briefing and information provided by the parties, and supporting declarations
8 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

9 1. The Court hereby **GRANTS** preliminary approval of the class action settlement
10 as set forth in the Settlement Agreement and finds its terms to be within the range of
11 reasonableness of a settlement that ultimately could be granted approval by the Court at a Final
12 Fairness Hearing as fair, adequate, and reasonable.

13 2. This Order incorporates by reference the definitions in the Settlement Agreement,
14 and all terms defined therein shall have the same meaning in this Order as set forth in the
15 Settlement Agreement.

16 3. The Court concludes that, for settlement purposes only, the below defined Class
17 meets the requirements for certification under section 382 of the California Code of Civil
18 Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of
19 the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-
20 defined community of interest amongst the members of the Class with respect to the subject
21 matter of the litigation; (c) Plaintiffs’ claims are typical of the claims of the members of the Class;
22 (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
23 class action is superior to other available methods for the efficient adjudication of the controversy;
24 and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and
25 as the representatives of the Class.

26 4. For purposes of the Settlement, the Court finds that the following proposed Class
27 is ascertainable and that there is a sufficiently well-defined community of interest among the
28 Class members in questions of law and fact. Therefore, for settlement purposes only, the Court

1 grants conditional certification of the following Class: all persons who are or were previously
2 employed by Defendant Empower Solar, Inc. in California and classified as a non-exempt
3 employee during the Class Period (i.e., May 11, 2018, through September 24, 2025).

4 5. For purposes of the Settlement, the Court preliminarily designates Plaintiffs
5 Vanessa R. Torres and Francisco Moreno as Class Representatives.

6 6. For purposes of the Settlement, the Court preliminarily designates Bokhour Law
7 Group, P.C. and Falakassa Law, PC as Class Counsel.

8 7. The Court appoints ILYM Group, Inc. as the third-party Settlement Administrator
9 for mailing notices. The Settlement Administrator's duties are set forth in the Settlement
10 Agreement.

11 8. The Court finds that the notice of settlement that Plaintiffs provided to the
12 California Labor and Workforce Development Agency ("LWDA") satisfies the notice
13 requirements of the California Private Attorneys General Act of 2004 ("PAGA").

14 9. The Court approves, as to form and content, the Notice of Class Action and PAGA
15 Settlement ("Class Notice"), Request for Exclusion Form, and Objection Form attached hereto as
16 **Exhibit "A."** Counsel for all parties, subject to a mutual agreement, may make non-material
17 changes to the Class Notice as necessary to administer the Settlement. The Class Notice, which
18 will be accompanied by the Request for Exclusion Form and Objection Form, shall be provided
19 to Class Members in the manner set forth in the Settlement Agreement. To ensure effective notice
20 to all Class Members, the Class Notice and accompanying forms shall also be translated into
21 Spanish and provided in both English and Spanish. The Court finds that the Class Notice appears
22 to fully and accurately inform the Class Members of all material elements of the Settlement, of
23 the Class Members' right and opportunity to be excluded from the Settlement by submitting a
24 Request for Exclusion form, of their right and opportunity to submit a dispute regarding the
25 number of Workweeks Worked attributed to them by submitting a dispute to the Settlement
26 Administrator, and of their right and opportunity to object to the Settlement by submitting a timely
27 Objection Form to the Settlement Administrator as specified in the Settlement Agreement and
28 Class Notice. The Court further finds that distribution of the Class Notice substantially in the

manner and form set forth in the Settlement and this Order, and that all other dates set forth in the Settlement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court finds that the form of notice to the Class regarding the pendency of the action and of the Settlement and the methods of giving notice to Class Members constitute the best notice practicable under the circumstances and constitute valid, due, and sufficient notice to all Class Members. The form and method of giving notice comply fully with the requirements of the California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and other applicable laws.

10. The Court further approves the procedures for Class Members to opt out of or object to the Settlement, as set forth in the Settlement Agreement and the Class Notice. The Request for Exclusion Form and Objection Form are to be submitted to the Settlement Administrator, not the Court. The Settlement Administrator shall forward to counsel copies of any exclusion requests and written objections received and the Settlement Administrator shall attach true and correct copies of all timely exclusion requests and objections to the Settlement Administrator's declaration to be filed in advance of the Final Approval Hearing. Before filing any Request for Exclusion Form or Objection Form with the Court, the Settlement Administrator shall redact any Social Security number, including partial Social Security numbers or the last four digits of any Social Security number, appearing on such forms.

11. The Settlement Administrator shall file a declaration confirming the mailing of the Class Notice concurrently with the filing of the Motion for Final Approval. The declaration shall also authenticate a copy of every request for exclusion and objection received, with any Social Security numbers or portions thereof redacted prior to filing with the Court.

12. The procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objection to the Settlement, in accordance with the due process rights of all Class Members.

1 13. The Court confirms ILYM Group, Inc. as the Settlement Administrator, and
2 payment of Settlement Administration Costs, not to exceed \$11,000 out of the Gross Settlement
3 Amount for services to be rendered on behalf of the Class Members. The Settlement
4 Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a declaration
5 attesting to the completion of the notice process as set forth in the Settlement Agreement,
6 including an explanation of efforts to resend any Notice Packet returned as undeliverable and the
7 total number of opt-outs and objections received before and after the deadline. The Court thus
8 directs the Settlement Administrator to mail the Class Notice to Class Members in accordance
9 with the terms of the Settlement.

10 14. Class Members shall have until the date that is forty-five (45) calendar days from
11 the date the Class Notice is initially mailed or, in the case of a re-mailed Class Notice, up to forty-
12 five (45) calendar days from the date the Class Notice is initially mailed to submit a Request for
13 Exclusion, Pay Periods Worked dispute, or Objection as specified in the Settlement.

14 15. This Settlement is not a concession or admission of liability by Defendant or any
15 of the Released Parties. Neither the Settlement nor any document, statement, proceeding, or
16 conduct related to the Settlement shall be construed or used as evidence of liability, fault,
17 wrongdoing, or damages in this Action or in any other civil, criminal, or administrative
18 proceeding, except for purposes of enforcing the Settlement. The Court's findings and this Order
19 are made solely for purposes of settlement and shall have no claim preclusive, issue preclusive,
20 evidentiary, or estoppel effect in any other proceeding. If the Settlement is not finally approved
21 or if the Effective Date does not occur for any reason, the Settlement Agreement and all
22 proceedings relating thereto shall be without prejudice to the Parties' rights, and this Preliminary
23 Approval Order shall be null and void.

24 16. The Final Approval Hearing on the question of whether the Settlement should be
25 finally approved as fair, reasonable, and adequate is scheduled in Department 1 of this Court,
26 located at 4050 Main Street, Riverside, California 92501 on **October 21, 2026, at 8:30 a.m.** The
27 Court reserves the right to continue the date of the Final Approval Hearing without further notice
28 to the Class Members. The Settlement Administrator shall notify any objecting Class Member of

any continuance of the Final Approval Hearing. The Court retains jurisdiction to consider all further applications arising from or in connection with the Agreement.

17. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement should be finally approved as fair, reasonable, and adequate for the Class; (b) whether a judgment granting final approval of the Settlement should be entered; and (c) whether Plaintiffs' application for reasonable Attorneys' Fees and Costs to Class Counsel, Enhancement Awards to Plaintiffs, Administration Costs, and the allocation of the PAGA Payment should be granted.

18. Counsel for the parties shall file memoranda, declarations, or other statements and materials in support of their request for final approval of the Settlement, Attorneys' Fees and Costs, Enhancement Awards, Administration Costs, and payment to the LWDA for the LWDA Payment prior to the Final Fairness Hearing according to the time limits set by the Code of Civil Procedure and the California Rules of Court.

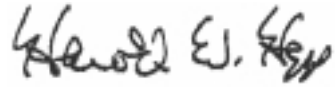
19. An implementation schedule is below :

Event	Date
Defendant to provide Class Data to the Settlement Administrator no later than [14 calendar after preliminary approval]:	
Settlement Administrator to mail the Class Notice to Class Members no later than [10 calendar days after receiving the Class Data]:	
Deadline for Class Members to submit Requests for Exclusion, Workweek Disputes , or Objections [45 calendar days after mailing]:	
Deadline for Plaintiffs to file her Motion for Final Approval of Class Action Settlement:	
Final Fairness Hearing	October 21 ₂₂ , 2026 at 8:30 a.m.

21. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

1 **IT IS SO ORDERED.**

2
3 Dated: May 22, 2026



HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT

NOTICE OF SETTLEMENT OF CLASS ACTION

Vanessa Torres et al. v. Empower Solar, Inc.
Superior Court of the State of California, County of Riverside
Case No. CVRI2201894
LWDA Case No. LWDA-CM-883128-22

To: All current and former non-exempt hourly employees employed by Empower Solar, Inc., (the “Company”) in California at any time between May 11, 2018, through September 24, 2025 (the “Class”) and all current and former non-exempt hourly employees employed by Empower Solar, Inc., at any time between May 10, 2021, through September 24, 2025 (the “Aggrieved Employees”):

THIS NOTICE is about a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [REDACTED], 2026 to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive payment under the terms of this class action settlement contained in the Settlement Agreement, which documents the terms of the settlement that the Court has preliminarily approved (the “Settlement”).

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately **\$INSERT AMOUNT** as your share of the Net Settlement Amount should the Court approve the Settlement. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Based on the information currently available, Class Members are estimated to recover between approximately **\$INSERT LOWEST ESTIMATED PAYMENT and \$INSERT HIGHEST ESTIMATED PAYMENT**. Your estimate is based on the number of weeks you performed any work for the Company (referenced herein as “Workweeks” or Weeks Worked”) in California between May 11, 2018, through September 24, 2025 (the “Class Period”).

Additionally, the lawsuit seeks civil penalties under the California Private Attorney General Act (“PAGA”) for all current and former hourly, nonexempt employees who were employed by the Company in California at any time from May 10, 2021, through September 24, 2025 (the “PAGA Period”), who are referred to as “Aggrieved Employees.”

Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment. If you choose to opt-out, you must submit a Request for Exclusion by [REDACTED], 2026 (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable

	statutes of limitations, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [REDACTED], 2026 (see Section VI) or make an objection at the Final Approval Hearing.
GO TO A HEARING	Ask to speak in Court about the terms of the Settlement. The next scheduled hearing is the Final Approval Hearing on [REDACTED].

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in *Vanessa Torres et al. v. Empower Solar, Inc.*, Riverside County Superior Court Case No. CVRI2201894, (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

The Company’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point between May 11, 2018, through September 24, 2025 (“Class Period”). The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by the Company as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On or about May 11, 2022, Plaintiff Vanessa R. Torres filed a Class Action Complaint in the Court against Defendant, including causes of action asserting: (1) failure to pay minimum wages; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; & (8) unfair competition. On July 31, 2023, Plaintiff filed a First Amended Complaint alleging the same claims and adding Plaintiff Francisco Moreno as a named plaintiff and adding a cause of action for PAGA penalties based on the foregoing Labor Code violations.

The Company denies these allegations and contends that it has done nothing wrong. The Company denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of the Company, both of which expressly deny any and all liability.

The Court has not ruled on the merits of Plaintiffs’ claims. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, the Company and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After extensive discovery and providing information to Class Counsel, the Settlement was reached following an arm’s length mediation.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to the Company, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by the Company, this Settlement will not affect your employment. California law strictly prohibits unlawful retaliation. Further, the Company will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation or decision not to participate in this Settlement. If a Class Member does not participate, his/her share will be paid to those who do participate.

III. Who are the attorneys representing Plaintiffs and the Class Members?	
Mehrdad Bokhour Bokhour Law Group, P.C. <i>mehrdad@bokhourlaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua S. Falakassa Falakassa Law, P.C. <i>josh@falakassalaw.com</i> 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868
IV. What are the terms of the Settlement?	

On [PA DATE], the Court certified a class, for settlement purposes only, of all non-exempt employees employed by the Company in California between May 11, 2018, and September 24, 2025 (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice ("Class Members") will be mailed Settlement checks and, in exchange, be bound by the Settlement and release of Released Claims.

Without admitting any wrongdoing, the Company has agreed to pay \$600,000.00 (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, payments to the California Labor and Workforce Development Agency ("LWDA") and PAGA aggrieved employees, and Settlement Administration Costs, Class Representative Service Payments.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved ILYM Group, Inc. ("ILYM") to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$10,000 will be paid from the Settlement Amount toward the Settlement Administration Costs. Any Settlement Administration Costs not incurred by the Settlement Administrator or awarded by the Court will be added to the Net Distribution Fund and distributed to Participating Class Members.

Penalties to the LWDA. \$20,000.00 is allocated to alleged PAGA Penalties and will be paid from the Gross Settlement Amount, subject to Court approval. Of this amount, \$15,000.00 (75%) shall be paid to the LWDA in satisfaction of Plaintiffs' claims for civil penalties under the PAGA, and \$5,000.00 (25%) will be included in the Individual Settlement Amounts, payable to the PAGA Employees

The PAGA Period means May 10, 2021, through September 24, 2025.

Aggrieved Employees are eligible to receive payment under the PAGA Settlement of their pro rata share of the PAGA Amount, based on the number of Pay Periods during which each Aggrieved Employee worked

during the PAGA Period relative to the total number of Pay Periods Worked by all Aggrieved Employees during the PAGA Period.

Service Payment to Settlement Class Representatives. Class Counsel will request that the Court approve service awards of up to \$12,500 each for the two Class Representatives. Any service award is subject to Court approval. Should the Court approve a lesser amount for the Service Payment, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Attorneys' Fees and Expenses. Class Counsel, which includes two law firms (Falakassa Law, P.C. and Bokhour Law Group, P.C.), has been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date), and has been paying all litigation costs and expenses. The Court will determine the actual amount of attorneys' fees awarded to Class Counsel to be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third (\$33.33%) of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to \$40,000 for the costs Class Counsel incurred in connection with the Lawsuit. Attorneys' Fees will be requested and subject to Court approval, not guaranteed. Should the Court approve a lesser amount than what is sought by Class Counsel, the difference shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount for class claims will total approximately \$_____. Compensable workweeks will be all Workweeks Worked by the Settlement Class Members during the Class Period at the Company in California. The dollars per compensable Workweek will be calculated by dividing Net Distribution Fund by the total number of Work Weeks Worked by Participating Class Members during the Class Period ("Class Work Week Value"). To determine each Participating Class Member's settlement payment, the Settlement Administrator will multiply the individual's Total Class Work Weeks Worked by the Class Pay Period Value (if the Class Member is a Participating Class Member). Similarly, the PAGA payment will be determined by dividing the \$5,000 PAGA payment by the total Pay Periods of all PAGA aggrieved employees to determine a PAGA Pay Period Value. This PAGA Pay Period Value will be multiplied by the number of Pay Periods by each PAGA aggrieved employee to determine the PAGA payment for each PAGA aggrieved employee. Currently, your projected class payment is \$_____ and your projected PAGA payment is \$_____.

For each Settlement Class Member, the Pay Periods Worked at the Company during the Class Period will be calculated from Company's records. The Company's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period of May 11, 2018, through September 24, 2025. If you disagree with this number, you may submit by mail evidence to the Settlement Administrator on or before _____, 2026, with documentation to establish the number of weeks you claim to have actually worked for the Company in California between May 11, 2018, through September 24, 2025 (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.** The Parties and Administrator will evaluate the evidence submitted by the Settlement Class member and discuss in good faith how many Workweeks should be credited to each Settlement Class member. If the Parties are unable to agree, the Settlement Administrator will render a final decision.

Payments to Class Members. After the Court grants Final Approval of the Settlement, Judgment is entered, and the time to file an appeal has expired, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. If any Class Member fails to timely cash a settlement check, a stop payment will

be placed on the check and the unclaimed funds will be paid to the California State Controller's Office in the name of the Class Member, so that the Class Member can attempt to collect the funds at a later date.

Allocation and Taxes. The Individual Settlement Amounts will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be paid as unpaid wages subject to withholding of all applicable local, state, and federal taxes; and eighty (80%) will be paid as interest and as civil penalties (pursuant to, e.g., California Labor Code sections 203, 226) from which no taxes will be withheld. The employee and employer side payroll taxes shall be paid from, and are included within, the Gross Settlement Amount, and shall not be paid separately by Defendant. The Settlement Administrator will issue to each Participating Class Member an Internal Revenue Service Form W-2 and comparable state forms concerning the wage allocation and a Form 1099 concerning the civil penalties and interest allocations.

Release. Once the Court approves the proposed Settlement, enters Judgment and the Company funds the Settlement Amount, then the Settlement Agreement will bind all participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against the Company as described below. Specifically, after Final Approval by the Court, the Settlement Class Members, for themselves and for their respective spouses, domestic partners, marital community, children, estates, trusts, attorneys, heirs, successors, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, assigns, and representatives, will forever completely release and discharge the Defendant, each of them, and each of their parent, subsidiary, and affiliated entities, and each of their predecessors, successors, and assigns, and each of their former and present directors, officers, shareholders, owners, members, employees, investors, attorneys, insurers, agents, and representatives, as well as any alleged joint employer of Plaintiffs, the Settlement Class Members, and the Allegedly Aggrieved Employees of all claims that were pled in the First Amended Complaint and all claims that reasonably could have been alleged in the First Amended Complaint based on the facts alleged therein, or that arise from, are attributable to, or are related to the facts asserted therein, except the claim under the PAGA, including claims (1) failure to pay minimum wages; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; & (8) unfair competition. These released claims and damages are hereinafter referred to as "Released Claims." The time period governing these Released Class Claims shall be at any time from May 11, 2018, through September 24, 2025 ("Release Period"). Any Settlement Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

Likewise, the "PAGA Claims" or "Released PAGA Claims" shall include any and all claims for civil and statutory penalties pursuant to PAGA based on the allegations stated in the PAGA Notice and that were or that reasonably could have been pled in the First Amended Complaint, as defined above, based on the facts alleged therein, including claims for claims 1) failure to pay minimum wages; (2) failure to pay all overtime wages, (3) meal period violations; (4) rest period violations; (5) wage statement violations; (6) waiting time penalties; (7) failure to reimburse necessary business expenses; & (8) unfair competition, and (9) PAGA Penalties. The time period governing these Released PAGA Claims shall be at any time from May 10, 2021, through September 24, 2025.

Waiver of Labor Code Section 206.5(e). Class Members who do not opt out will be deemed to have acknowledged and agreed that their claims for wages and/or penalties in the Lawsuit are disputed, and that the Individual Settlement Payments constitute payment of all sums allegedly due to them. Class Members will be deemed to have acknowledged and agreed that California Labor Code Section 206.5 is not applicable to the Individual Settlement Payments. That section provides in pertinent part as follows:

"No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate and in the best interests of the Settlement Class, and the entry of Judgment.

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive an Individual Settlement Payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or an Individual Settlement Amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive an Individual Settlement Payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of Weeks Worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by the Company and the Company will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], 2026 with your full name, address, telephone number, employee number or last four digits of the social security number or date of birth, and the signature of the Class Member requesting exclusion. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN THE VANESSA TORRES ET AL. V. EMPOWER SOLAR, INC., LAWSUIT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Send the Request for Exclusion directly to the Settlement Administrator, [ADDRESS], postmarked no later than [REDACTED], 2026. Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA Period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the proposed Settlement, or any portion of it, you may submit a written objection stating full name, address, telephone number, dates of employment with Defendant of the Objecting Class Member, the case name and number, the basis for the objection, including any legal support, and each specific reason in support of the objection, as well as any documentation or evidence in support thereof, if any. Objections can be in writing and must be mailed to the Settlement Administrator, [ADDRESS], by no later than [REDACTED], 2026 for your objection to be considered. **You need not object to the Settlement if you only dispute the number of Weeks Worked. You may dispute your Weeks Worked by**

submitting evidence to the Settlement Administrator regarding your employment at the Company. The Settlement Administrator and ultimately the Court will determine the validity of your dispute.

If the Court rejects your objection, if you want to preserve your rights to appeal from judgment, including all rights to any post-judgment proceedings and appellate proceedings, then you must timely and properly become a party of record in this case by intervening or filing a motion to vacate the judgment. Please consult with an attorney to ensure you understand the proper procedure and timing to become a party of record by intervening in the action or filing a motion to vacate the judgment.

Any class member may appear at the Final Approval Hearing to make an oral objection, whether or not any written objection or notice of appearance has been provided.

If you choose to object to the Settlement, you may also appear at the Final Approval Hearing scheduled for _____, 2026, at 8:30 a.m. in Department 1 of the Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501. You have the right to appear either in person or through your own attorney at this hearing. Any attorney who intends to represent an individual objecting to the Settlement must file a notice of appearance with the Court and serve counsel for all parties on or before _____, 2026. All objections or other correspondence must state the name and number of the case. If you wish to appear at the Final Approval Hearing, please contact Class Counsel or the Settlement Administrator in advance of the scheduled hearing to ensure that the hearing has not been continued by the Court.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by the Company in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing regarding the adequacy, reasonableness, and fairness of the Settlement, Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, and the Service Payments to the Class Representatives on _____, 2026 at **8:30 a.m.** in Department 1 of the Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501.

The Settlement Agreement is attached as Exhibit A to the Declaration of Mehrdad Bokhour in Support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement, filed on February 6, 2026.

Class Members may review the Settlement Agreement and other documents filed in the Action by visiting the Riverside County Superior Court located at 4050 Main Street, Riverside, California 92501, or online at: <https://epublic-access.riverside.courts.ca.gov/public-portal/>) and entering the Case Number for the Action, Case No. CVRI2201894.

To access the case documents online, enter the case number for the Action: Case No. CVRI2201894.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?
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This Notice is only a summary of the Lawsuit and the Settlement. For more information, you may inspect the Court's files and the Stipulation for Class Action Settlement and Release of Claims (the Settlement Agreement) at Office of the Clerk, Riverside County Superior Court, located at 4050 Main St, Riverside, CA 92501, during regular court hours. You may also contact Class Counsel or the Settlement Administrator using the contact information listed above for more information.

Class Members are encouraged to appear remotely via CourtCall or Zoom by contacting the Judicial Assistant in Department 1 for further instructions.

The Settlement Administrator will also post a copy of the final judgment on its website, which can be accessed at the following URL:

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

OBJECTION FORM

TORRES, ET AL. V. EMPOWER SOLAR, INC.

Superior Court of California, County of Riverside
Case No. CVRI2201894

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option allowing you to file your lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

If you wish to object to the Settlement, you may submit this form (or any other written statement) stating the basis for your objection, along with any documents that support your objection, to the Settlement Administrator on or before [REDACTED], 2026 as follows:

Settlement Administrator:

Empower Solar, Inc.
c/o ILYM Group, Inc.

[REDACTED]

[REDACTED]

[REDACTED]

Even if you object to the Settlement, you will still receive your pro rata share of the Net Settlement Amount, if the Court approves the Settlement.

I object to the proposed settlement for the following reasons:

(If you need more space, please attach additional pages to this form.)

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

(Social Security Number – last 4 digits only)

REQUEST FOR EXCLUSION FORM

TORRES, ET AL. V. EMPOWER SOLAR, INC.

Superior Court of California, County of Riverside
Case No. CVRI2201894

YOUR LEGAL RIGHTS & OPTIONS IN THIS SETTLEMENT	
DO NOTHING	No action is required to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option allowing you to file your lawsuit against Defendant.
OBJECT	If you so choose, you may object to this Settlement.

I declare as follows:

I am, or was, an hourly-paid, non-exempt employee of Empower Solar, Inc., who worked at Defendant in California from May 11, 2018, through September 24, 2025. I have received and reviewed the Notice of Class Action and Proposed Settlement, and I wish to be ***excluded*** from the Settlement Class and ***not*** to participate in the proposed Settlement. Opting out of the class settlement will not exclude you from the PAGA settlement, and you will still receive your share of any PAGA penalties allocated to Aggrieved Employees.

Dated: _____

(Signature)

(Typed or Printed Name)

(Address)

(City, State, Zip Code)

(Telephone Number, Including Area Code)

XXX – XX – _____
(Social Security Number – last 4 digits only)

This form must be mailed or faxed to the Settlement Administrator on or before _____, 2026:

Settlement Administrator
c/o ILYM Group, Inc.

[ADDRESS]

[TELEPHONE]

[FAX]