CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act ("PAGA") Settlement Agreement of the case entitled *Torres et al. v. Empower Solar, Inc.*, Riverside Superior Court Case No. CVRI2201894 is entered into by and between Plaintiffs Vanessa R. Torres and Francisco Moreno ("Plaintiffs" or "Class Representatives"), individually, on behalf of all others similarly situated, and as the PAGA representative of the State of California, and Defendant Empower Solar, Inc., subject to the terms and conditions herein and the Court's approval.

A. Definitions

1. "Action" or "Lawsuit" refers to the case entitled *Torres et al. v. Empower Solar, Inc.*, Case No. CVRI2201894, filed in Riverside Superior Court, including the Complaint and First Amended Complaint.

2. "Agreement," "Settlement Agreement," "Settlement," or "Stipulation" shall mean this Class Action and PAGA Settlement Agreement, including any attached Exhibits.

3. "Class Claims" or "Released Class Claims" will include all claims, rights, demands, liabilities, and causes of action that arise out of or related to the same primary rights and obligations underlying the factual allegations set forth in the operative complaint and/or PAGA notices of Plaintiffs submitted to the California Labor and Workforce Development Agency that arose during the Class Period, including claims for: (1) failure to pay minimum and overtime wages for all hours worked, including as a result of unlawful rounding practices, automatic meal period deductions, off-the-clock work, or the inaccurate calculation of the regular rate of pay, in violation of Labor Code sections 204, 210, 510, 1194, 1197, 1197.1, 1198, 1199, and the applicable IWC Wage Order(s); (2) failure to pay sick leave wages at the proper regular rate of pay and/or failure to provide accurate sick leave accrual information, in violation of Labor Code sections 246 and 246.5; (3) failure to authorize and permit compliant rest periods and failure to pay rest break premiums, including failure to pay at the regular rate of pay, in violation of Labor Code section 226.7 and the applicable IWC Wage Order(s); (4) failure to provide timely and compliant meal periods and failure to pay meal period premiums, including failure to pay at the regular rate of pay, in violation of Labor Code sections 226.7, 512, 516, and the applicable

IWC Wage Order(s); (5) failure to timely pay all wages due during employment and at separation, including waiting time penalties, in violation of Labor Code sections 201–204; (6) failure to provide complete and accurate itemized wage statements, including but not limited to statements omitting total hours worked, gross and net wages, and rates of pay, in violation of Labor Code sections 226 and 226.3; (7) failure to reimburse employees for necessary business expenses, including uniforms, laundering uniforms, use of personal cell phones, tools, equipment, or vehicles in violation of Labor Code section 2802; (8) deceptive, fraudulent, unfair, or otherwise unlawful business practices, in violation of California's Unfair Competition Law (Business and Professions Code sections 17200–17210); (9) all related claims for liquidated damages, statutory penalties, civil penalties, interest, attorneys' fees, costs, and any other form of relief based on or arising out of the foregoing alleged violations.

4. "Class Counsel" refers to Mehrdad Bokhour of Bokhour Law Group, P.C. and Joshua Falakassa of Falakassa Law, P.C.

5. "Class Data" means a complete list that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator on one Confidential spreadsheet and shall include the Settlement Class Members' full names, last known addresses, Social Security Numbers, and number of Work Weeks Worked or Pay Periods Worked as non-exempt or hourly employees of Defendant during the Class Period and the PAGA Period, respectively for each Settlement Class Member.

6. "Class Member" refers to individual members of the Class.

7. "Class" and "Class Members" refer to all persons who are or were previously employed by Defendant in California and classified as a non-exempt employee during the Class Period.

8. "Class Period" shall mean May 11, 2018, through September 24, 2025

9. "Class Representatives" or "Plaintiffs" refers to Vanessa R. Torres and Francisco Moreno.

10. "Class Member" refers to individual members of the Settlement Class.

11. "Class" and "Class Members" refer to all persons who are or were previously

employed by Defendant in California and classified as non-exempt employees during the Class Period.

12. "Complaint" refers to Plaintiffs' original Complaint and the operative First Amended Complaint to be filed in the Riverside County Superior Court action entitled *Torres, et al. v. Empower Solar, Inc.*, Case No. CVRI2201894.

13. "Court" means the California Superior Court, County of Riverside.

14. "Defendant" refers to Empower Solar, Inc.

15. "Defendant's Counsel" or "Defense Counsel" refers to Doug M. Larsen and Michael W. Green of Fishman, Larsen & Callister.

16. "Effective Date" or "Effective" means the date by which both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement, and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

17. "Final Approval" or "Final Approval Order" refers to the court's order granting final approval of this Settlement Agreement and entering a judgment approving this Settlement.

18. "Final Settlement Class" means all Participating Class Members and PAGA Employees.

19. "Gross Settlement Amount" is the maximum amount that Defendant will pay as a result of this Settlement, which is Six Hundred Thousand Dollars and Zero Cents ($600,000.00). The Gross Settlement Amount is non-reversionary and inclusive of the Individual Settlement Amounts, attorneys' fees of Class Counsel, costs and expenses, the Service Award to Plaintiffs, all Settlement Administration Costs, employee-side tax withholdings for the wage component of the Individual Settlement Amounts, and the PAGA Award, including all payments to PAGA Employees and the Labor Workforce Development Agency (LWDA), and Defendant's share of payroll taxes. The Gross Settlement Amount is the maximum amount that Defendant will pay for

any reason concerning this Settlement.

20. "Individual Settlement Amount" or "Individual Settlement Payment" means the amount payable from the Net Settlement Amount (defined below) that the Settlement Administrator will pay to each Participating Class Member and/or PAGA Employee, as calculated pursuant to Paragraph 56(d) below.

21. "Net Settlement Amount" or "Net Distribution Fund" is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel's fees (up to $200,000), (2) Class Counsel's litigation costs (up to $40,000.00); (3) the Service Award for Plaintiffs (up to $12,500.00 each), (4) the 75% of the PAGA Award to be paid to the LWDA ($15,000.00); (5) the 25% of the PAGA Award to be paid to PAGA Employees ($5,000.00); and (6) Settlement Administration Costs (up to $11,000.00).

22. "Notice" means the Notice of Class Action and PAGA Settlement that will be sent to the Class Members consistent with the terms of this Settlement and substantially the same as the Proposed Notice attached to this Settlement as Exhibit "A" (or as may be modified by subsequent agreement of the Parties or order of the Court).

23. "Notice Response Deadline" is forty-five (45) calendar days from when the Notice is mailed to the Class Members.

24. "Objecting Class Member" means a Class Member, other than Plaintiffs, who submits a valid and timely objection to the terms of this Agreement with respect to the Class Claims pursuant to Paragraph 78(c) below.

25. "PAGA" shall refer to the Private Attorneys General Act, Labor Code § 2698 et seq.

26. "PAGA Award" is the $20,000.00 of the Gross Settlement Amount that is allocated to PAGA penalties in this Settlement, 75% of which ($15,000.00) will be remitted to the LWDA and 25% of which ($5,000.00) will go into a PAGA Distribution Fund and be distributed on a prorated basis to all PAGA Employees based on their number of pay periods worked during the PAGA Period as specified below

27. "PAGA Claims" or "Released PAGA Claims" shall include any and all claims for

civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying Labor Code violations alleged in Plaintiffs' May 10, 2022, and May 5, 2023, Labor and Workforce Development ("LWDA") notice letters.

28. "PAGA Distribution Fund" is 25% of the PAGA Award (i.e., $5,000) allocated for distribution on a prorated basis to all PAGA Employees based on their number of pay periods worked during the PAGA Period as specified below.

29. "PAGA Employees" include all persons who are or were previously employed by Defendant in California and classified as non-exempt or hourly employees at any time from May 10, 2021, through September 24, 2025 (*i.e.*, the "PAGA Period").

30. "PAGA Notice" or "LWDA notice letter" shall refer to the notice sent by Plaintiffs, by and through counsel, on or about May 10, 2022 and May 5, 2023, to the LWDA and Defendant, alleging that Defendant engaged in violations of the California Labor Code and California Wage Order(s) as well as any subsequent notices sent to the LWDA and Defendant by Plaintiffs, by and through counsel.

31. "PAGA Period" shall mean May 10, 2021, through September 24, 2025.

32. "Participating Class Member" means all Class Members who are deemed to participate and receive an Individual Settlement Amount for the Class Claims and who do not opt out of the settlement of the Class Claims by submitting timely and valid Requests for Exclusion.

33. "Parties" or "Settling Parties" mean Plaintiffs, Participating Class Members, PAGA Employees, and Defendant.

34. "Pay Periods Worked" for each PAGA Employee means the number of pay periods during the PAGA Period in which the PAGA Employee was employed by Defendant as a non-exempt employee in California and worked at least one shift during the pay period for Defendant. Pay Periods Worked will be calculated based on Defendant's business records.

35. "Work Weeks Worked" for each Class Member means the number of work weeks during the Class Period in which the Class Member was employed by Defendant as a non-exempt employee in California and worked at least one shift during the week for Defendant. Work Weeks Worked will be calculated based on Defendant's business records.

36. "Preliminary Approval Date" means the date the Court preliminarily approves the Settlement Agreement and the exhibits thereto and enters the Preliminary Approval Order.

37. "Preliminary Approval Order" means the judicial Order to be entered by the Court, upon the application or motion of Plaintiffs, preliminarily approving this Settlement and providing for the issuance of the Notice of Class Action and PAGA Settlement, an opportunity to opt out of settlement of the Class Claims, an opportunity to submit timely objections to the terms of this Settlement related to the Class Claims, and setting a final approval hearing to address the fairness of the terms of Settlement, including approval of Class Counsel's fees and costs.

38. "QSF" means the Qualified Settlement Fund set up by the Settlement Administrator to benefit the Final Settlement Class and from which the settlement payments shall be made.

39. "Release," "Released Class Claims," or "Released PAGA Claims" shall mean the release and discharge of the Class Claims by Plaintiffs and all of the Participating Class Members and the release and discharge of the PAGA Claims by Plaintiffs, the State of California, and all of the PAGA Employees.

40. "Released Parties" shall refer to Defendant Empower Solar, Inc., together with its current and former owners, officers, employees, and directors.

41. "Response Deadline" shall refer to the date by which Settlement Class Members must opt out of or object to the settlement.

42. "Request for Exclusion" means a timely written request by a Class Member to exclude herself/himself from the Settlement, which must be completed and mailed in the manner set forth in this Settlement Agreement and the Notice of Settlement as further detailed in Paragraph 78(a) below.

43. "Service Payment" or "Service Award" means the amount approved by the Court to be paid to each Class Representative (*i.e.*, Plaintiffs) in addition to their Individual Settlement Amount as a Participating Class Member in an amount up to $12,500. The Service Payment is subject to approval from the Court and will be paid from the Gross Settlement Amount. Any Service Award not awarded by the Court will be added to the Net Distribution Fund and

distributed to Class Members who do not opt out of this Settlement.

44. "Settlement Administration Costs" means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, due diligence, reporting and remittance obligations, distributing the Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Gross Settlement Amount.

45. "Settlement Administrator" means and refers to ILYM Group, Inc., which will provide the Notice to the Class Members and distribute the settlement amounts as described in this Agreement.

46. "Class Member" refers to individual members of the Settlement Class.

47. "Class" and "Class Members" refer to all persons who are or were previously employed by Defendant in California and classified as non-exempt employees during the Class Period.

B. <u>General Terms</u>

48. On or about May 11, 2022, Plaintiff Torres filed a class action complaint in this Court against Defendant, including allegations of: (1-2) failure to pay minimum and 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, and (8) unfair competition. On or about July 31, 2024, Plaintiff filed a First Amended Complaint to add Francisco Moreno as an additional class representative and a cause of action for PAGA penalties based on the foregoing Labor Code violations.

49. Defendant denies all of Plaintiffs' claims and allegations and contends that the Action is not suitable for class certification and/or representative treatment outside of the context of this Settlement.

50. The Class Representatives believe they can proceed with their class, and the Class Representatives claim that the Action is meritorious and that class certification is appropriate.

51. The Parties have thoroughly investigated the facts of the Action. This includes

conducting an extensive exchange of informal discovery, including the relevant written policies at issue, the production of a random sample of payroll and timekeeping records for Class Members and PAGA Employees, a complete class list, and relevant data, including the average hourly pay rate and pay period information for Class Members and PAGA Employees. Defendant's productions included a hundred pages of documents and data.

52. Based on the foregoing data and their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Class Members and PAGA Employees in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and numerous potential appellate issues.

53. Defendant agrees that the Settlement represents a good faith compromise of the claims, which is fair, adequate, and reasonable.

54. On April 13, 2023, the Parties participated in a mediation before the Hon. Howard Broadman, which did not result in a settlement. Thereafter, on June 24, 2024, the Parties participated in a second mediation before the Hon. Daniel Buckley, a highly experienced class action mediator. Although the matter did not settle at mediation, the Parties continued their negotiations and ultimately reached the settlement set forth herein.

55. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees or any other person or entity. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, or proceedings, payouts or other events associated with it, shall be construed as an admission or concession by Defendant of any such

violation(s) or failure(s) to comply with any applicable law by Defendant or any Released Parties. Except as necessary in a proceeding to approve, interpret, or enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of the Released Parties or to establish the existence of any condition constituting a violation of, or noncompliance with, federal, state, local, or other applicable law.

56. Stipulation for Class Certification and Representative Treatment for Settlement Purposes. For settlement purposes only, Defendant will stipulate that the Class Members described herein who do not submit a Request for Exclusion from the Class may be conditionally certified as a settlement class and that the PAGA Employees are appropriate for representative treatment for purposes of settlement. This stipulation to certification and representative treatment for settlement purposes is in no way an admission that class action certification and/or representative treatment is proper in a non-settlement context and shall not be admissible in this or in any other action except for the sole purpose of enforcing this Agreement. Should, for whatever reason, the Court not grant Final Approval consistent with the terms of this Settlement or if the Settlement does not become Effective, the Parties' stipulation to class certification and representative treatment as part of the Settlement shall become null and void *ab initio* and shall have no bearing on and shall not be admissible in connection with the issue of whether or not class certification and/or representative treatment would be appropriate in a non-settlement context. Defendant expressly reserves its right to and declare that it will continue to oppose class certification, representative treatment, and the substantive merits of the case should the Court not grant Final Approval. Plaintiffs expressly reserve their rights and declare they will continue to pursue class certification and representative treatment and a trial should the Court not grant Final Approval.

C. Terms of Settlement

57. The financial terms of the Settlement are as follows:

(a) Gross Settlement Amount: The Parties agree to settle this Action for the total maximum amount of Six Hundred Thousand Dollars and Zero Cents ($600,000.00) ("the

Settlement Amount" or "Gross Settlement Amount"). The Gross Settlement Amount is the maximum amount that Defendant will pay for any reason in connection with this Settlement. The Gross Settlement Amount will be used to pay (1) Individual Settlement Payments to Participating Class Members; (2) the PAGA Award, with 75% of the PAGA Award going to the LWDA and 25% being distributed on a prorated basis based on pay periods worked to PAGA Employees as further described below; (3) Plaintiffs' Counsel's attorneys' fees; (4) Plaintiffs' Counsel's costs; (5) Settlement Administration Costs; (6) the Service Award to Plaintiffs (as specified in the Service Award paragraphs below); and (7) payroll taxes for the wage component of Individual Settlement Payments to Class Members.

(b) Defendant has represented that the actual number of weeks worked by the Settlement Class is approximately 36,968. If the number of workweeks worked by the Class Members is greater than 10% above that estimated by Defendant, then the portion of the GSA attributable to non-PAGA claims (i.e., the GSA less the PAGA penalties) proportionately for the additional workweeks exceeding the 10% threshold; for example, if the number of workweeks increases by 13%, the Gross Settlement Amount would be increased by three percent (3%).

(c) <u>Net Settlement Amount</u>: The "Net Settlement Amount" or "Net Distribution Fund" is the Gross Settlement Amount minus the amounts allotted to (1) Class Counsel's fees (up to $200,000), (2) Class Counsel's litigation costs (up to $40,000.00); (3) the Service Award for Plaintiffs (up to $12,500.00 each), (4) the 75% of the PAGA Award to be paid to the LWDA ($15,000.00); (5) the 25% of the PAGA Award to be paid to PAGA Employees ($5,000.00) and (6) Settlement Administration Costs (up to $11,000.00). If the Court reduces the attorneys' fees and litigation costs or Service Award or either increases or decreases the amount allocated to the PAGA Award or Settlement Administration Costs, the Net Settlement Amount shall be increased or decreased accordingly. If the Court approves amounts for attorneys' fees and costs, the Service Award, the PAGA Award, or Settlement Administration Costs that are different than the amounts requested, the maximum Gross Settlement Amount that Defendant must pay in accordance with the terms of this Settlement will remain the same as this is a non-reversionary settlement.

(d) <u>Individual Settlement Amounts for the Settlement Class and PAGA Employees</u>:

The Settlement Administrator will use the Class Data provided by Defendant to calculate each Participating Class Member's and PAGA Employee's Individual Settlement Amounts. Individual Settlement Payments will be distributed to Participating Class Members and/or PAGA Employees based on the following formulas:

a. Payments to Participating Class Members: The Settlement Administrator will calculate the sum of all Work Weeks Worked by all Class Members who do not opt out (i.e., "Participating Class Members") worked during the Class Period, utilizing the Work Week data provided by Defendant ("Total Class Pay Periods"). The Settlement Administrator shall determine the value of each Work Week Worked by dividing the 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). These payments will be subject to any legally required tax withholdings or deductions calculated by the Settlement Administrator.

b. PAGA Employee Calculations: For PAGA Employees, the Settlement Administrator will calculate the sum of all pay periods that each PAGA Employee worked during the PAGA Period, utilizing the pay period data provided by Defendant, ("Total PAGA Pay Periods"). The Settlement Administrator shall determine the value of each PAGA Pay Period by dividing the 25% of the PAGA Award allocated for PAGA Employees (*i.e.*, $5,000.00) by the Total PAGA Pay Periods for all PAGA Employees ("PAGA Pay Period Value"). To determine each PAGA Employee's payment for their prorated portion of the PAGA Distribution Fund (*i.e.*, $5,000.00), the Settlement Administrator will multiply the PAGA Employee's Total PAGA Pay Periods by the PAGA Pay Period Value. A

Class Member who is also a PAGA Employee will receive a payment under this section for their prorated portion of the PAGA Award, even if they opt out of the Class settlement, and will be bound by the release of the PAGA claims released through this Settlement.

(e) Allocation of Individual Settlement Amounts: The Individual Settlement Amounts to Participating Class Members will be allocated for tax purposes based on the allegations in the Action as follows: twenty percent (20%) will be allocated to allegedly unpaid wages subject to withholding of all applicable local, state, and federal taxes; and eighty (80%) will be allocated to interest and alleged statutory penalties (pursuant to, e.g., Labor Code §§ 203, 226) from which no taxes will be withheld. The Settlement Administrator will issue 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.

(f) Service Payment to Class Representatives: The amount awarded to the Class Representatives as a Service Payment will be set by the Court in its discretion, not to exceed $12,500.00 each. Defendant agrees not to oppose this request. The Service Payment to the Class Representatives will be paid out of the Gross Settlement Amount. Class Representatives will be issued IRS Form 1099 in connection with this payment. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on this payment. The Parties agree that any amount awarded by the Court as the Service Payment to Plaintiffs less than the requested amount shall not be a basis for Plaintiffs or Class Counsel to void this Stipulation. 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. In the event of any appeal of the amount of the service award (if any) approved by the Court, if, after the exhaustion of any such appellate review, additional amounts not awarded to the Class Representatives shall be added to the Net Settlement Amount to be distributed to the Participating Class Members.

(g) Attorneys' Fees and Costs: Defendant agrees not to oppose a request by Class Counsel to the Court for an award of attorneys' fees of one-third (33.33%) of the Gross Settlement Amount (*i.e.,* up to $200,000), plus reasonable litigation costs not to exceed $40,000.00

("Attorneys' Fees and Cost Award"). The Attorneys' Fees and Cost Award shall be paid from the Gross Settlement Amount. 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. Any Court order awarding less than the amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099 reflecting the amount of attorneys' fees and costs awarded by the Court. Class Counsel agrees that any allocation of fees between or among Class Counsel and any other attorney representing or claiming to represent the Class Members shall be the sole responsibility of Class Counsel.

(h) Settlement Administration Costs: The fees and other charges of the Settlement Administrator will be paid from the Gross Settlement Amount, not to exceed $10,000.00, subject to Court approval, unless approved by all Parties and the Court. The Settlement Administration Costs shall be paid entirely from the Gross Settlement Amount. 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.

(i) PAGA Penalties: The Parties agree that $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 as outlined in Paragraph 56(d)(b).

(j) Tax Liability: Class Counsel, Defendant, and Defendant's Counsel make no representations as to the tax treatment or legal effect of Individual Settlement Amounts called for hereunder, and Plaintiffs and the Class Members and PAGA Employees are not relying on any statement or representation by Class Counsel, Defendant, or Defendant's Counsel in this regard. Plaintiffs and Participating Class Members will be solely responsible for paying any taxes and penalties assessed on their respective Individual Settlement Amounts described herein. Income tax withholding will also be made pursuant to applicable federal, state, and/or local withholding codes or regulations as determined by the Settlement Administrator. Forms W-2 and/or Forms

1099 will be distributed at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law are changed after the date of this Agreement, the processes outlined in this Section may be modified to bring Defendant into compliance with any such changes.

58. <u>"Non-Reversionary" Settlement</u>. This is a "non-reversionary" settlement. No portion of the Gross Settlement Amount will revert to Defendant once the Settlement is funded, provided that Final Approval is granted, and the Settlement becomes final and effective in accordance with the terms of this Settlement. Participating Class Members will not have to make a claim to receive an Individual Settlement Amount. Distributions, in the form of Individual Settlement Amounts, will be made directly to each Participating Class Member. The Settlement Administrator shall be responsible for accurately and timely reporting any remittance obligations with respect to unclaimed funds as a result of Plaintiffs, Participating Class Members, or PAGA Employees not cashing an Individual Settlement Amount by the check cashing deadline, as set forth herein.

59. Class Counsel and Plaintiffs believe that the Settlement is fair, reasonable, and adequate and will represent the same to the Court.

D. Release by Participating Class Members and PAGA Employees

60. Upon the Effective Date of this Settlement and the entry of judgment and full funding of the Settlement, Plaintiffs and each Participating Class Member, 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 Released Parties from the Released Class Claims for the time period from May 11, 2018, through September 24, 2025.

61. Each Participating Class Member will be deemed to have made the foregoing Release as if by manually signing it.

62. Upon the Effective Date of this Settlement, Plaintiffs, the LWDA and State of

California (acting through Plaintiffs as its deputized representative), 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 Released Parties from the Released PAGA Claims for the time period from March 10, 2021, through September 24, 2025. The Released PAGA Claims include any and all claims for civil penalties pursuant to PAGA that were alleged or that could have been alleged based on the facts and underlying California Labor Code violations alleged in Plaintiffs' LWDA notice letters.

63. The LWDA, State of California, and all PAGA Employees will be deemed to have made the foregoing Release as if by manually signing it.

64. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on, arising out of, and/or related to any and all of the Released Class Claims. The Class Members shall be notified in the Notice. This Paragraph is a statement of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with respect to the Released Class Claims.

65. Plaintiffs and Defendant intend that the Settlement described in this Agreement will release and preclude any further claim, whether by lawsuit, administrative claim or action, arbitration, demand, or other action of any kind, by each and all of the PAGA Employees and the LWDA to obtain a recovery based on, arising out of, and/or related to any and all of the Released PAGA Claims. The PAGA Employees and the LWDA shall be notified in the Notice and via submitting a copy of this Settlement, which Class Counsel will provide to the LWDA concurrently with the filing of Plaintiffs' motion requesting preliminary approval of this Settlement, respectively. This Paragraph is a statement of the Parties' intent in agreeing to this Settlement that it will be given *res judicata* effect with respect to the Released PAGA Claims.

66. The Class Representatives, on behalf of themselves and the Participating Class

Members, acknowledge and agree that the claims for unpaid wages and all other amounts sought through this Action are disputed and that the payments set forth herein constitute payment of all sums allegedly due to them. The Class Representatives, on behalf of themselves and the Participating Class Members, acknowledge and agree that Labor Code § 206.5 does not apply to the Parties hereto. Section 206.5 provides in pertinent part as follows: "An employer shall not 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 those wages has been made."

E. General Release by Plaintiffs

67. Plaintiffs hereby, 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, forever completely release and discharge the Released Parties from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, and expenses (including for alleged back wages, statutory penalties, civil penalties, liquidated damages, exemplary damages, interest, attorneys' fees, and costs) of any nature whatsoever, from the beginning of time through the execution of this Settlement, whether known or unknown, suspected or unsuspected, concealed or hidden, including but not limited to all claims arising out of, based upon, or relating to Plaintiffs' employment with Defendant or the remuneration for or termination of such employment (collectively, the "Class Representatives' Claims").

68. Without limiting the generality of the foregoing, Plaintiffs expressly releases all past, present and future claims or rights against Released Parties for any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct including without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by Defendant or the Released Parties including, but not limited to, a release of all claims under (a) the California Civil Code, (b) the

Fair Employment and Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq., (d) the Age Discrimination in Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, et. seq., as amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any other state, federal, and local law, regulation and ordinance dealing with discrimination in employment, disability, and retaliation for exercising any right or participating or engaging in any activity, (n) the Occupational Safety and Health Act, as amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker Adjustment and Retraining Notification Act, as amended, (s) any federal, state or common law claim or cause of action for breach of contract, constructive discharge, retaliation, defamation, slander, libel, intentional or negligent infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other tort or negligence claim, or obligations arising out of any of Defendant's employment policies or practices, employee handbooks, and/or any statements by any employee or agent of Defendant whether oral or written, (t) the Labor Code, (u) any applicable Industrial Welfare Commission Wage Orders, (v) the Government Code §12940 *et seq.* (except as set forth above) (w) the California Constitution, (x) the Fair Labor Standards Act, and (y) any federal, state or common law claim or cause of action for reinstatement, back pay, bonus, attorneys' fees or costs, compensatory damages, consequential damages, front pay, any form of equitable or declaratory relief, liquidated damages, emotional distress, personal injury, punitive damages, pain and suffering, medical expenses, damage to reputation, damage for personal, emotional or economic injury or damage of any kind (except as related to claims arising out of the Fair Employment and Housing Act or wrongful discharge). This provision is intended by the Parties to be all-encompassing and to act as a full and total release of any claims, whether specifically enumerated herein or not, that Plaintiffs might have or have had, that exist or ever have existed, on or before the Response Deadline.

69. Plaintiffs expressly waive and relinquish all rights and benefits afforded by § 1542 of the Civil Code of the State of California (except as set forth in Paragraph 65 above) and do so, understanding and acknowledging the significance of the waiver of § 1542. Section 1542 of the Civil Code of the State of California states:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Notwithstanding the provisions of § 1542, and for the purpose of implementing a full and complete release and discharge of all parties, Plaintiffs and Class Counsel expressly acknowledge that this Settlement Agreement is intended to include in its effect, without limitation, all claims that Plaintiffs knew of, as well as all claims that she did not know or suspect to exist in her favor against the Released Parties, or any of them, for the time period from the beginning of time to the execution of this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such Plaintiffs' claims to the maximum extent permitted by law (except as set forth in Paragraph 65 above).

F. <u>Interim Stay of Proceedings</u>

70. Pending completion of all prerequisites necessary to effectuate this Settlement, including amending the Complaint, the Parties agree, subject to Court approval, to stay all proceedings in the Action except those necessary to effectuate the Settlement.

G. <u>Notice Process</u>

71. <u>Appointment of Settlement Administrator</u>. The Parties have agreed to the appointment of the Settlement Administrator to perform the duties of a settlement administrator, including mailing the Notice, using standard methods to obtain forwarding addresses, addressing questions from Class Members and PAGA Employees, independently reviewing and verifying documentation associated with any objections or opt-out requests, as needed, resolving any disputes regarding the calculation or application of the formula for determining the Individual

Settlement Amounts, drafting and mailing the settlement checks to Participating Class Members and PAGA Employees, issuing Forms W-2 and 1099, handling all required tax reporting and filings related to the Settlement, disbursing payments in accordance with the Settlement and the Court's orders, and performing such other tasks as set forth herein or as the Parties mutually agree or that the Court orders.

72. Disputes Regarding Settlement Administration. Any and all disputes relating to the administration of the Settlement by the Settlement Administrator (except for disputes regarding Class Data) shall be referred to the Court, if necessary. The Court will have continuing jurisdiction over the terms and conditions of this Settlement Agreement until Plaintiffs and Defendant notify the Court that all payments and obligations contemplated by this Settlement Agreement have been fully carried out. Before presenting any issue to the Court, counsel for the Parties will confer in good faith to resolve the dispute without Court intervention. The Settlement Administrator shall also be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Employees, and Class Counsel any Forms W-2, Forms 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator shall also be responsible for setting up all necessary tax accounts and forwarding all payroll taxes and penalties to the appropriate government authorities.

73. Class Data. Within fourteen (14) days after the Preliminary Approval Order entry, Defendant shall provide the Class Data to the Settlement Administrator. The Settlement Administrator will check the Class Members' addresses against those on file with the U.S. Postal Service's National Change of Address List. The Class Data provided to the Settlement Administrator must be safeguarded and will not be provided to Class Counsel unless specific disclosure is required to effectuate Class Counsel's duties as specified in this Agreement and pursuant to the express written permission of Defendant's counsel or order of the Court. The Class Data will remain confidential, it shall be used solely to administer the Settlement, and it will not be used or disclosed to anyone, except as required by applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.

74. Notice. As approved by the Court, the Notice shall be sent by the Settlement

Administrator to the Class Members by first-class mail, in English, within ten (10) calendar days following the Settlement Administrator's receipt of the Class Data. The Settlement Administrator shall use standard methods, including a skip trace, to obtain forwarding addresses of Class Members if any envelopes with the Notice are returned.

75. Returned Notices. The Settlement Administrator will take steps to ensure that the Notice is received by all Class Members, including utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address. Notices will be re-mailed to any Class Member for whom an updated address is located within ten (10) calendar days following both the Settlement Administrator's learning of the failed mailing and its receipt of the updated address. The Notice shall be identical to the original Notice, except it shall notify the Class Member that the exclusion (opt-out) request or objection must be returned later than the Response Deadline or fifteen (15) days after remailing the Notice, whichever is later.

76. Presumption Regarding Receipt of Notice. It will be conclusively presumed that if an envelope has not been returned within thirty (30) days of the mailing, the Class Member receives the Notice.

77. Disputes Regarding Class Data. Class Members are deemed to participate in the Settlement unless they opt out. The Notice will inform Class Members of their estimated Individual Settlement Amount and the number of Pay Periods Worked during the Class Period and the PAGA Period. Class Members may dispute their Pay Periods Worked if they believe they were employed more pay periods in the Class Period in California than Defendant's records show by timely submitting evidence to the Settlement Administrator. Defendant's records will be presumed determinative absent reliable evidence to rebut Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by the Class Member and provide the evidence submitted to Class Counsel and Defendant's Counsel, who agree to meet and confer in good faith about the evidence to determine the Class Member's actual number of Pay Periods Worked and estimated Individual Settlement Amount. If Class Counsel and Defendant's Counsel cannot agree, they will defer to the Settlement Administrator to render a final decision. Class

Members will have until the Notice Response Deadline to dispute Pay Periods Worked, object, or optout, unless extended by the Court. The Response Deadline shall be 45 days after the original mailing date of the Notice by the Settlement Administrator. If the Settlement Administrator increases the number of Pay Periods Worked for any Class Member, then the Settlement Administrator will recalculate the Participating Class Members' Individual Settlement Amounts; accordingly, in no event will Defendant be required to increase the Gross Settlement Amount.

78. Declaration of Due Diligence. The Settlement Administrator shall provide counsel for the Parties, at least twenty-five (25) days prior to the final approval hearing, a declaration of due diligence and proof of mailing with regard to the mailing of the Notice.

79. Class Members' Rights. Each Class Member will be fully advised of the Settlement, the ability to object to the provisions in the Settlement related to the Class Claims, and the ability to opt-out or request exclusion from the Class Claims provisions of the Settlement. The Notice will inform the Class Members of the Court-established deadlines for submitting objections or requesting exclusion from the Class Claims provisions of the Settlement in accordance with the following guidelines:

(a) Requests for Exclusion from Class Members. Any Class Member, other than Plaintiffs, may request to be excluded from the Class by submitting a "Request for Exclusion" to the Settlement Administrator, postmarked on or before the Notice Response Deadline. The Request for Exclusion should state in words substantially to this effect:

> "I WISH TO BE EXCLUDED FROM THE CLASS IN THE *EMPOWER SOLAR* SETTLEMENT. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THE CLASS CLAIMS IN THIS LAWSUIT.

Any Request for Exclusion must include the 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 must be returned by mail to the Settlement Administrator at the specified address for the Settlement Administrator in the Notice. Any such Request must be made in accordance with the terms set forth in the Notice.

A Request for Exclusion will be timely if postmarked by the Notice Response Deadline unless the Parties otherwise agree in writing. Any Class Member who timely requests exclusion in compliance with these requirements: (i) will not have any rights under this Agreement with respect to the Class Claims, including the right to object, appeal, or comment on the Settlement; (ii) will not be entitled to receive any payments under this Agreement with respect to Class Claims; and (iii) will not be bound by this Agreement, or the Judgment, with respect to the Released Class Claims.

(b) <u>Binding Effect on Participating Class Members</u>. Except for those Class Members who exclude themselves in compliance with the procedures set forth above, all Class Members will: (i) be deemed to be Participating Class Members for all purposes under this Agreement; (ii) will be bound by the terms and conditions of this Agreement, the Judgment, and the releases set forth herein; and (iii) except as otherwise provided herein, will be deemed to have waived all objections to the fairness, reasonableness, and adequacy of the Settlement.

(c) <u>Objections to Settlement of Class Claims</u>. Provided they do not opt-out, any Class Member, other than Plaintiffs, may object to the terms of this Agreement with respect to the Class Claims and may appear at the Final Approval Hearing and object whether or not they have submitted a written objection as outlined herein ("Objecting Class Member"). To object, a Class Member can inform the Settlement Administrator, in writing, of his/her/their objection, which must be postmarked by the Notice Response Deadline at the address set forth in the Notice. Such objection shall include the 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, and, if counsel represents the Objecting Class Member, the name and address of his/her/their counsel. If any Objecting Class Member wishes to speak at the Final Approval Hearing with respect to the Class Claims, that Objecting Class Member's written submission should include a request to be heard, and the Court will determine whether Objecting Class Members will be permitted to speak. The Settlement Administrator shall provide objections, if any, to Class Counsel and Defendant's Counsel within three (3) days of receipt, and the Settlement Administrator shall attach the same to its declaration of due diligence described in Paragraph 77. Any Class Member who files an objection must not opt-out and will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding. Where a Class Member files and submits both a timely objection and a timely request for exclusion, the request for exclusion will be deemed void, the objection will be duly noted as described in this Paragraph, and the Class Member will remain eligible to receive monetary compensation from the Settlement if it becomes final and binding. Plaintiffs and Defendant shall not be responsible for any fees, costs, or expenses incurred by any Class Member and/or his/her/their counsel related to any objections to the Settlement. PAGA Employees may not object to or opt out of the Settlement with respect to the PAGA Claims.

(d) Failure to Object. Any Class Member who desires to object with respect to the Class Claims but fails to submit a timely written objection waives any right to object in writing and will be foreclosed from making any written objection to this Settlement.

(e) Responses to Objections. Counsel for the Parties may file a response to any objections submitted by Objecting Class Members at least five (5) court days before the date of the Final Approval Hearing.

80. Class Members will have until the Notice Response Deadline to object or submit a Request for Exclusion to the Settlement Administrator by U.S. Mail using the address provided in the Notice. The Settlement Administrator shall disclose jointly to Class Counsel and Defendant's counsel the written objections that were timely submitted and provide the number of Requests for Exclusion submitted every week throughout the notice period and upon the request of Class Counsel or Defendant's Counsel. Within five (5) calendar days of the Notice Response Deadline, the Settlement Administrator shall provide counsel for the Parties a report containing (1) the total number of Class Members to whom notices were mailed, (2) the total number of notices that were returned and total notices that were remailed, (3) the date of the last notice remailed, (3) the total number of exclusions requests received and whether the requests were timely, and (4) the total number of objections received and whether the objections were timely.

81. Funding of the Settlement Amount. Within five days after the Effective Date, the

Settlement Administrator and Defendant shall jointly calculate and confirm the employer side payroll taxes attributable to the portion of the Individual Settlement Payments designated as unpaid wages under this Agreement. This amount shall be paid by the Settlement Administrator out of the Gross Settlement Amount. Defendant shall then fund the Settlement Amount as follows: one third within thirty (30) days after the Court grants preliminary approval of the Settlement, one third within thirty (30) days after the Court grants final approval of the Settlement, and the remaining one third within ninety (90) days after the Court grants final approval of the Settlement.

82. Distribution of Funds. No later than seven (7) calendar days after the final deposit of the payment into the QSF, the Settlement Administrator will mail the Individual Settlement Payments to the Participating Class Members, the payment for the attorneys' fees and costs to Class Counsel, any Service Award to the Class Representatives (*i.e.*, Plaintiffs), the payment to the LWDA for its portion of the PAGA Award and will pay itself the Settlement Administration Costs.

83. Deadline for Cashing Settlement Checks. Participating Class Members shall have 180 calendar days after mailing by the Settlement Administrator to cash their settlement checks. If any Participating Class Member's check is not cashed within that period, the check will be void and a stop-payment will be issued. All unclaimed funds after the 180-day deadline shall be sent to the California Unclaimed Property Fund in the name of the class member. The release will be binding upon all Participating Class Members regardless of whether or not they cash their checks within the 180-day period. In the event that any settlement check is returned to the Settlement Administrator within 180 days of mailing, the Settlement Administrator will, within five (5) business days of receipt of the returned settlement check, perform a skip trace to attempt to locate the individual. If a new address is located by these means or if a forwarding address is available, the Administrator will have ten (10) business days to re-issue the check. Neither Defendant, Defendant's Counsel, Class Counsel, Plaintiffs, nor the Settlement Administrator will have any liability for lost or stolen settlement checks, forged signatures on settlement checks, or unauthorized negotiation of settlement checks. Without limiting the foregoing, in the event a

Participating Class Member notifies the Settlement Administrator that he/she/they believe that a settlement check has been lost or stolen, the Settlement Administrator shall immediately stop payment on such check. If the check in question has not been negotiated prior to the stop payment order, the Settlement Administrator will issue a replacement check.

84. No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, Class Counsel, or the Settlement Administrator based on mailings, distributions, payments, or reports made in accordance with or pursuant to this Agreement. This provision does not, however, prevent a Party from seeking enforcement of this Agreement.

H. <u>Duties of the Parties Prior to the Court's Approval</u>

85. Plaintiffs will move the Court for Preliminary Approval of this Settlement and entry of the Preliminary Approval Order accomplishing the following:

(a) Scheduling the Final Approval Hearing on the issue of whether this Settlement should be finally approved as fair, reasonable, and adequate as to the Participating Class Members and a hearing on fees, costs, and the Service Award;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to the Class Members;

(d) Preliminarily approving this Settlement in accordance with this Agreement and by submitting the Proposed Preliminary Approval Order; and

(e) Preliminarily certifying the class for purposes of this Settlement.

86. <u>Good Faith Efforts and Cooperation to Secure Approval.</u> In the event the Court declines to approve this Agreement on its first hearing or subsequent hearings, the Parties agree to meet and confer in good faith to address the Court's concerns and to work together in good faith to evaluate potential revisions and/or additional submissions of information, declarations, etc., to address the Court's concerns and renew a motion for approval.

I. <u>Duties of the Parties Following Court's Final Approval</u>

87. In connection with the Final Approval Hearing provided for in this Settlement Agreement, Class Counsel shall submit the proposed Final Approval Order:

(a) Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;

(b) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs and expenses, Individual Settlement Payments, the Service Award to the Class Representatives, the PAGA Award, and the payment to the Settlement Administrator for costs of administering the settlement; and

(c) Entering judgment approving the Settlement, thereby permanently barring all Participating Class Members from prosecuting any Released Class Claims against any of the Released Parties and permanently barring all PAGA Employees and the State of California and LWDA from prosecuting any Released PAGA Claims against any of the Released Parties.

J. <u>Voiding the Agreement</u>

88. If the Court fails or refuses to issue the Final Approval Order or fails to approve any material condition of this Settlement Agreement which effects a fundamental change of the Settlement, the entire Settlement Agreement shall be rendered voidable and unenforceable as to all Parties herein at the option of either Party.

89. If ten percent (10%) or more of the Class Members timely submit a Request for Exclusion, Defendant shall have the option of terminating or modifying this Agreement without prejudice to its pre-settlement positions and defenses in the Action. If Defendant exercises such option under this Paragraph, they shall be relieved of any obligation to pay the Gross Settlement Amount or any other obligations from the Settlement by giving notice to Plaintiffs' Counsel and the Settlement Administrator within ten (10) days after the Notice Response Deadline. If Defendant exercises its option under this Paragraph, Defendant shall be solely responsible for all Settlement Administration Costs incurred.

90. If the Settlement is voided or fails for any reason, Plaintiffs and Defendant will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement. In addition, the Parties will be placed in the same position they were in before reaching this Settlement with the same rights, including, without limitation, the right of Defendant

to contest the merits of Plaintiffs' claims and class certification, and Plaintiffs' pursuit of a representative action under PAGA.

91. If the Settlement is voided or fails for any reason, any costs incurred by the Settlement Administrator shall be borne equally by Defendant and Plaintiffs unless otherwise specified in this Agreement.

K. Other Terms

92. Full and Complete Defense. This Agreement may be pleaded by any Released Party as a full and complete defense to and may be used as the basis for an injunction against, any action, suit, or other proceeding that has been or may be instituted, prosecuted, or attempted, asserting any Released Class Claim or Released PAGA Claim.

93. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

94. Parties' Authority. The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

95. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and Defendant's Counsel, take all necessary steps to secure the Court's preliminary and final approval of the settlement and the final entry of judgment.

96. No Prior Assignments. The Parties hereto represent, covenant, and warrant that they have not, directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,

cause of action, or rights released and discharged by this Settlement Agreement.

97. Inadmissibility of Agreement. Whether or not the Court issues the Final Approval Order, nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the other Released Parties. Each of the Parties hereto has entered into this Settlement Agreement with the intention of avoiding further disputes and litigation with the attendant inconvenience and expenses. This Settlement Agreement is a settlement document, and it, along with all related documents such as the notices and motions for preliminary and final approval, shall, pursuant to Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the settlement, and/or interpret or enforce this Settlement Agreement. The stipulation for class certification as part of this Settlement Agreement is for settlement purposes only. If the settlement is not approved for any reason, the stipulation will be of no force or effect.

98. Notices. Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed:

To the Class Members and PAGA Employees:

Mehrdad Bokhour *mehrdad@bokhourlaw.com* 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (310) 975-1493; Fax: (310) 675-0861	Joshua Falakassa *josh@falakassalaw.com* 1901 Avenue of the Stars, Suite 520 Los Angeles, California 90067 Tel: (818) 456-6168; Fax: (888) 505-0868

To Defendant:

Dough M. Larsen *larsen@flclaw.net* Michael W. Green *green@flclaw.net* Fishman, Larsen & Callister 7112 N Fresno Street, Suite 450 Fresno, California 93720 Tel: (559)256-5000; Fax: (559)256-5005

99. Construction. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or their counsel participated in the drafting of this Settlement Agreement. Plaintiffs and Defendant expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement and further agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

100. Captions and Interpretations. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

101. Modification. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties hereto and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by writing signed by all of the Parties hereto.

102. Dispute Resolution. Prior to instituting legal action to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, a Party shall provide written notice to the other Party and allow an opportunity to cure the alleged deficiencies, and Plaintiffs and Defendant agree to seek the help of the mediator identified in this Agreement to resolve any dispute they are unable to resolve informally. During this period, the Parties shall bear their own attorneys' fees and costs.

103. Court Retains Jurisdiction. The Parties agree that upon the entry of judgment of dismissal pursuant to the terms of this Agreement, that, pursuant to Code of Civil Procedure § 664.6, the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties to interpret, enforce, and effectuate the terms, conditions, intents, and obligations of this Agreement.

104. Enforceability. Pursuant to Evidence Code § 1123(a) and (b), this Agreement is

intended by the Parties to be and shall be, enforceable, binding, and admissible in a court of law.

105. Choice of Law. This Settlement Agreement shall be governed by and construed, enforced, and administered in accordance with the laws of the State of California, without regard to its conflicts-of-law rules.

106. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

107. Binding On Assigns. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

108. Signatures of All Class Members Unnecessary to be Binding. It is agreed that, because the members of the Settlement Class are numerous, it is impossible or impractical to have each Participating Class Member execute this Settlement Agreement. The Notice will advise all Participating Class Members of the binding nature of the releases provided herein and such shall have the same force and effect as if each Participating Class Member executed this Settlement Agreement.

109. Counterparts. This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one fully signed Settlement Agreement, which shall be binding upon and effective as to all Parties. Electronic signatures and photocopies of signature pages shall have the same force and effect as an original.

APPROVAL AND EXECUTION BY PARTIES:

Dated: 12/8/2025, 2025

PLAINTIFF AND CLASS REPRESENTATIVES:

DocuSigned by:

Vanessa R. Torres

6DEC873F84574B7...

Vanessa R. Torres

Dated: 12/5/2025, 2025

PLAINTIFF AND CLASS REPRESENTATIVES:

DocuSigned by:
FRANCISCO MORENO
2C840DF24FC64F3...

Francisco Moreno

Dated: ____________, 2025

DEFENDANT:

EMPOWER SOLAR, INC.:

Signature: ______________________________

Printed Name: ______________________________

Position: ______________________________

APPROVED AS TO FORM:

CLASS COUNSEL:

Dated: 12/5/2025, 2025

FALAKASSA LAW, P.C.

DocuSigned by:
Joshua Falakassa
15A628B2C5A149C...

Joshua Falakassa
Attorneys for Plaintiffs

Dated: 12/5/2025, 2025

BOKHOUR LAW GROUP, P.C.

Signed by:
MEHRDAD BOKHOUR
D8D3643F271940F...

Mehrdad Bokhour
Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

Dated: ____________, 2025

FISHMAN, LARSEN & CALLSTER

____

Doug M. Larsen
Michael W. Geren
Attorneys for Defendant

Dated: ____________, 2026

PLAINTIFF AND CLASS REPRESENTATIVES:

____
Francisco Moreno

Dated: 1/6/2026, 2026

DEFENDANT:

EMPOWER SOLAR, INC.:

Signature: Signed by: Landon Wimmer E73E7ED02D7A401...

Printed Name: Landon Wimmer

Position: President

APPROVED AS TO FORM:

CLASS COUNSEL:

Dated: ____________, 2026

FALAKASSA LAW, P.C.

____
Joshua Falakassa
Attorneys for Plaintiffs

Dated: ____________, 2026

BOKHOUR LAW GROUP, P.C.

____
Mehrdad Bokhour
Attorneys for Plaintiffs

DEFENDANT'S COUNSEL:

Dated: 1/7/2026, 2026

FISHMAN, LARSEN & CALLSTER

Signed by: Doug Larsen 3E397E6626D04B1...
Doug M. Larsen
Michael W. Geren
Attorneys for Defendant