ELECTRONICALLY RECEIVED - 10/2/2026 3:30 PM - By: Alexis Plasencia, DEPUTY

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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 26 2026

BY _____
JESSICA GARCEZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

UBALDO AYON, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General, and LUIS CALDERON, individually and on behalf of others similarly situated, and as an aggrieved employee and Private Attorney General,

Plaintiff,

vs.

SOLIGENT DISTRIBUTION, LLC, a Delaware limited liability company; SOLIGENT HOLDINGS, INC., a Delaware corporation; SOLAR ENGINE, LLC a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: CIVSB2400611

Assigned for All Purposes to: Hon. Joseph T. Ortiz, Dept. S-17

[PROPOSED] FINAL ORDER AND JUDGMENT

Complaint Filed: January 24, 2024
Trial Date None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Action ("Action") having come before the Court for a hearing and Final Order Approving Class Action and PAGA Settlement ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement" or "Settlement Agreement"), and due and adequate notice having been given to all Class Members as required in the Order Granting Plaintiffs' Motion for Preliminary Approval, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. The term "Class" and "Class Members" shall mean the following: "All current and former hourly-paid non-exempt employees of Defendants Soligent Distribution, LLC, Soligent Holdings, Inc. and Solar Engine LLC. ("Defendants") who were employed by Defendants in the state of California at any time from January 24, 2020, through February 1, 2026." The term "Participating Class Member" includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Settlement Agreement.

3. The term "PAGA Member" shall mean "All current and former hourly-paid non-exempt employees of Defendants who were employed by Defendants in the state of California at any time from January 4, 2023, through February 1, 2026."

4. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members.

5. Distribution of the Notice was directed to the Class Members as set forth in the Agreement and the other matters set forth therein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the requirements of due process. All Class Members, all Released

Class Claims, and all Released PAGA Claims are covered by and included within the Settlement and this Final Order.

6. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

7. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

9. Upon the occurrence of the Effective Date, Participating Class Members shall fully release and discharge the "Released Parties" from the "Released Class Claims" that arose during the "Class Period" as expressly set forth in the Agreement.

10. Upon the occurrence of the Effective Date, the LWDA and State of California, through Plaintiffs as its agents and/or proxies shall release and discharge the "Released Parties" from the "Released PAGA Claims that arose during the "PAGA Period" as expressly set forth in

the Agreement.

11. Additionally, upon the occurrence of the Effective Date Plaintiffs Ubaldo Ayon and Luis Calderon—on behalf of themselves only—agree to an additional General Release of any and all claims they may have against the "Released Parties" whether known or unknown, in the manner expressly set forth in the Agreement.

12. No Class Member requested to be excluded from the settlement. Accordingly, all Class Members are bound by this final order and Judgement. The last date to timely submit a request for exclusion was September 18, 2026.

13. The Court hereby finds that there were no written objections to the Settlement. The last day to submit a written objection to the settlement was September 18, 2026. The Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

14. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement the Court orders Defendants to fund the Gross Settlement Amount of $280,000.00 and all necessary employer-side payroll taxes on the wage portion of Class Members Individual Settlement Payments no later than 30 days following the occurrence of the Effective Date. The Gross Settlement Amount shall be used to provide payments for the Class/PAGA Members Individual Settlement Payments, the class representative incentive payments for Plaintiffs, Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the California Labor and Workforce Development Agency pursuant to Labor Code Section 2698 et seq. The calculations and the payments shall be made administered in accordance with the terms of the Agreement.

15. The Court hereby awards Class Counsel attorneys' fees in the amount of $93,333.33 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of $18,984.53 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

16. The Court hereby approves and orders a Class Representative Enhancement Payment of $10,000.00 each ($20,000.00 total) to Plaintiffs Ubaldo Ayon and Luis Calderon from the Gross Settlement Amount.

17. The Court approves and orders the payment in the amount of $11,250.00 (75% of ($15,000.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act of 2004 ("PAGA"). The remaining $3,750.00 (25% of $15,000.00) shall be distributed to the PAGA Members as set forth in the Agreement.

18. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Apex Class Action, LLC in the amount of $4,990.00.

19. The Court hereby approves and orders payment of Individual Settlement Payments from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

20. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the cy pres recipient "Feeding America" pursuant to California Code of Civil Procedure section 384, following execution of an Amended Order and Judgment.

21. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

22. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an admission by or against Defendants, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations

or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

24. Notice of this Judgment shall be provided by posting the Judgment to the Settlement Administrator's website. Apex Class Action LLC shall post this Judgment on its website for a period of no less than 180 days.

25. A status conference for a final accounting regarding the status of settlement administration is set for October 26, 2027. Class Counsel shall submit a final report on the disbursement of the settlement payments at least five court days in advance of the hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: Oct. 26, 2026

Joseph Ortiz

JUDGE OF THE SUPERIOR COURT
Hon. Joseph Ortiz