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**FILED**  
Clerk of the Superior Court  
FEB 16 2018  
By: K. BRECKENRIDGE

6 Attorneys for Plaintiffs

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **COUNTY OF SAN DIEGO**

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DANIEL ALTMAN, an individual, on  
behalf of himself, and on behalf of all  
persons similarly situated, and as the  
representative of the State of California,  
  
Plaintiff,

v.

SOLARCITY CORPORATION, a  
Corporation; and DOES 1 through 50  
inclusive,  
  
Defendant.

Lead Case No. 37-2014-00023450-CU-OE-CTL

[Consolidated with *Wan v. SolarCity Inc.*, Case  
No. 37-2017-00036677-CU-OE-CTL, San  
Diego Superior Court (formerly Santa Clara  
Superior Court Case No. 114CV268607)]

**~~PROPOSED~~ FINAL APPROVAL ORDER  
AND JUDGMENT**

Hearing Date: February 16, 2018  
Hearing Time: 1:30 p.m.

Dept.: 72  
Judge: Hon. Timothy Taylor

Action Filed: July 15, 2014  
Trial Date: Not Set

*Consolidated With:*  
WAYNE JENN-WEI WAN, et al. vs.  
SOLARCITY COPORATION, et al., Case  
No. 37-2017-00036677

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Plaintiffs' motion for an order finally approving the Joint Stipulation of Class Action  
Settlement ("Stipulation" or "Settlement") and motion for an award of attorneys' fees, costs and

1 service awards duly came on for hearing on February 16, 2018, before the above-entitled Court.  
2 Blumenthal, Nordrehaug & Bhowmik, Rukin Hyland LLP and Gibbs Law Group appeared on  
3 behalf of Plaintiffs Daniel Altman and Wayne Jenn-Wei Wan ("Plaintiffs"). Orrick, Herrington &  
4 Sutcliffe LLP appeared on behalf of Defendant Solarcity Corporation ("Defendant").

5 **I.**

6 **FINDINGS**

7 Based on the oral and written argument and evidence presented in connection with the  
8 motion, the Court makes the following findings:

9 1. All terms used herein shall have the same meaning as defined in the  
10 Stipulation.

11 2. This Court has jurisdiction over the subject matter of this litigation pending  
12 in the California Superior Court for the County of San Diego ("Court"), Lead Case No. 37-2014-  
13 00023450, entitled *Altman v. Solarcity*, and over all Parties to this litigation, including the Class.

14 **Preliminary Approval of the Settlement**

15 3. On October 27, 2017, the Court granted preliminary approval of a class-  
16 wide settlement. At this same time the court approved certification of a provisional settlement  
17 class for settlement purposes only. The Court confirms this Order and finally approves the  
18 settlement and the certification of the Class.

19 **Notice to the Class**

20 4. In compliance with the Preliminary Approval Order, Notice was mailed by  
21 first class mail to the Class Members at their last known addresses on November 27, 2017.  
22 Mailing of the Notice to their last known addresses was the best notice practicable under the  
23 circumstances and was reasonably calculated to communicate actual notice of the litigation and  
24 the proposed settlement to the members of the Class. The Court finds that the Notice provided  
25 fully satisfies the requirements of California Rules of Court, rule 3.769.

26 5. The deadline for opting out or objecting was January 11, 2018. There was  
27 an adequate interval between notice and deadline to permit Class Members to choose what to do  
28

1 and act on their decision. No Class Members objected. Two (2) Class Members requested  
2 exclusion.

3 **Fairness Of The Settlement**

4           6.     The Stipulation provides for a Gross Settlement Amount of \$924,000. The  
5 Stipulation is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
6 Cal.App.4th 1794, 1801.)

7           a.     The settlement was reached through arm's-length bargaining  
8 between the parties. There is no evidence of any collusion between the parties in reaching the  
9 proposed settlement.

10           b.     The Parties' investigation and discovery have been sufficient to  
11 allow the Court and counsel to act intelligently.

12           c.     Counsel for both parties are experienced in similar employment  
13 class action litigation and have previously settled similar class claims on behalf of employees  
14 claiming compensation. All counsel recommended approval of the Settlement.

15           d.     The percentage of objectors and requests for exclusion is small. No  
16 objections were received. Two requests for exclusion were received, representing less than one  
17 half of one percent of the Class.

18           e.     The participation rate is high. 482 out of 484 Class Members will  
19 be participating in the Settlement and will be sent settlement payments.

20           7.     The consideration to be given to the Class under the terms of the Stipulation  
21 is fair, reasonable and adequate considering the strengths and weaknesses of the claims asserted in  
22 this action and is fair, reasonable and adequate compensation for the dismissal of this action and  
23 release of the Released Claims, given the uncertainties and risks of the litigation and the delays  
24 which would ensue from continued prosecution of the action.

25           8.     The Stipulation is approved as fair, adequate and reasonable and in the best  
26 interests of the Class Members.

27 **Attorneys' Fees**

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1           9.     The Stipulation provides for an award of up to one-third of the Gross  
2 Settlement Amount to Class Counsel as Attorneys' Fees in this action, subject to the Court's  
3 approval. The Stipulation also provides for an award of their actual litigation costs not to exceed  
4 \$30,000. Class Counsel requests an award of \$26,494.75 as reimbursement for litigation costs,  
5 and \$308,000 for attorneys' fees, to be allocated as follows: 2/3 of the Attorneys' Fees awarded  
6 shall be allocated to Blumenthal, Nordrehaug & Bhowmik LLP, and 1/3 of the Attorneys' Fees  
7 awarded shall be allocated to the Gibbs Law Group LLP, Rukin Hyland LLP and the Navarette  
8 Law Firm, in accordance with their written fee-sharing agreements.

9           10.    An award of \$308,000 for Attorneys' Fees and \$26,494.75 for litigation  
10 costs is reasonable in light of the contingent nature of Class Counsel's fee, the hours worked by  
11 Class Counsel, and the results achieved by Class Counsel. The requested attorneys' fee award  
12 represents one-third of the common fund, which is reasonable and within the range for fee awards  
13 in common fund cases, and is supported by Class Counsel's lodestar.

14 **Service Enhancement Payments**

15           11.    The Stipulation provides for a service award of up to \$10,000.00 each for  
16 the Service Enhancement Payments, subject to the Court's approval. The Court finds that the  
17 amount of \$6,000 each is reasonable in light of the risks and burdens undertaken by the Plaintiffs  
18 in this class action litigation.

19 **Claims Administration Costs**

20           12.    The Agreement provides for claims administration expenses in an amount  
21 not to exceed \$12,000. The Declaration of the Claims Administrator provides that the actual  
22 claims administration expenses were \$10,904. The amount of this payment is reasonable in light  
23 of the work performed by the Claims Administrator.

24  
25 **II.**

26 **ORDERS**

27 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,  
28 ADJUDGED AND DECREED:

1           1.     The Class is certified for the purposes of settlement only. The Class is  
2 hereby defined to include:

3           All individuals who worked for SolarCity as Field Energy Advisors in California  
4           from July 15, 2010 to March 31, 2014 and were classified as exempt during the  
5           period.

6           2.     Excluded from the Class are the two individuals (Donald J. Dunkle and  
7 James D. Huss) who submitted a valid and timely request for exclusion. Every person in the Class  
8 who did not opt out is a Settlement Class Member.

9           3.     The Stipulation is hereby approved as fair, reasonable, adequate, and in the  
10 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
11 this Order and the terms of the Stipulation.

12           4.     Class Counsel are awarded attorneys' fees in the amount of \$308,000 and  
13 litigation costs in the amount of \$26,494.75. Class Counsel shall not seek or obtain any other  
14 compensation or reimbursement from Defendant, Plaintiffs or members of the Class.

15           5.     The payment of service awards to the Plaintiffs in the amount of \$6,000  
16 each is approved.

17           6.     The payment of \$10,904 to the Claims Administrator for Claims  
18 Administration Costs is approved, and the PAGA Payment is approved.

19           7.     Final Judgment is hereby entered in this action. The Final Judgment shall  
20 bind each Settlement Class Member. The Final Judgment shall operate as a full release and  
21 discharge of Defendant and each and all of its respective past and present parents, subsidiaries,  
22 affiliated companies and corporations, and each and all of their respective past and present  
23 directors, officers, managers, employees, general partners, limited partners, principals, agents,  
24 insurers, reinsurers, shareholders, attorneys, advisors, representatives, predecessors, successors,  
25 divisions, joint venturers, assigns, or related entities, and each and all of their respective executors,  
26 successors, assigns and legal representatives ("Released Parties") from any and all Released  
27 Claims as to the Settlement Class. The Released Claims are defined as: any and all Alleged  
28 Claims, all claims that could have been alleged based upon the factual allegations in the Lawsuits,

1 and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief,  
2 declaratory relief, or accounting based on the Alleged Claims which occurred during the Class  
3 Period (the "Released Claims"). The Released Claims expressly exclude all unrelated claims  
4 including but not limited to claims for retaliation, discrimination, unemployment insurance,  
5 disability, workers' compensation and claims outside the Class Period which are not released.

6           8. In addition to the release given by each Settlement Class Member, each  
7 Class Representative also generally releases the Class Representative Released Claims as defined  
8 in the Stipulation. This general release by each Class Representative also includes a waiver of  
9 rights under California Civil Code Section 1542.

10           9. The Agreement is not an admission by Defendant or any of the other  
11 Released Parties, nor is this Final Approval Order and Judgment a finding, of the validity of any  
12 claims in the Action or of any wrongdoing by Defendant or any of the other Released Parties.  
13 Neither this Final Approval Order, the Stipulation, nor any document referred to herein, nor any  
14 action taken to carry out the Settlement is, may be construed as, or may be used as an admission  
15 by or against Defendant or any of the other Released Parties of any fault, wrongdoing or liability  
16 whatsoever. The entering into or carrying out of the Stipulation, and any negotiations or  
17 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an  
18 admission or concession with regard to the denials or defenses by Defendant or any of the other  
19 Released Parties and shall not be offered in evidence in any action or proceeding against  
20 Defendant or any of the Released Parties in any court, administrative agency or other tribunal for  
21 any purpose as an admission whatsoever other than to enforce the provisions of this Final  
22 Approval Order and Judgment, the Stipulation, or any related agreement or release.  
23 Notwithstanding these restrictions, any of the Released Parties may file in the Lawsuits or in any  
24 other proceeding this Final Approval Order and Judgment, the Stipulation, or any other papers and  
25 records on file in the Lawsuits as evidence of the Settlement to support a defense of res judicata,  
26 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the  
27 claims being released by the Settlement.

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1                   10. Notice of entry of this Final Approval Order and Judgment shall be given to  
2 Class Counsel on behalf of Plaintiffs and all Class Members. It shall not be necessary to send  
3 notice of entry of this Final Approval Order and Judgment to individual Class Members and the  
4 Final Approval Order and Judgment shall be posted on Class Counsel's website as indicated in the  
5 Notice.

6                   11. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
7 interpret, implement, and enforce the Stipulation, to hear and resolve any contested challenge to a  
8 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
9 connection with the distribution of settlement benefits.

10                  11. If the Settlement does not become final and effective in accordance with the  
11 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
12 Defendant consistent with the terms of the Settlement, then this Final Approval Order and  
13 Judgment, and all orders entered in connection herewith shall be rendered null and void and shall  
14 be vacated.

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16                   **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
17 **ENTERED ACCORDINGLY.**

18 DATED: Feb. 16, 2018  
19

20 **Timothy B. Taylor**

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22 Hon. Timothy Taylor  
23 Judge, Superior Court for the State of California,  
24 County of San Diego  
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