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Attorneys for Plaintiffs, FERNANDO VIGIL and
DOUGLAS R. HERNANDEZ, on behalf of themselves
and all others similarly situated and aggrieved

FILED

Superior Court of California
County of Los Angeles

06/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

FERNANDO VIGIL and DOUGLAS R.
HERNANDEZ, as individuals and on behalf
of all others similarly situated,

Plaintiffs,

v.

CAPSTONE TURBINE CORPORATION, a
Delaware corporation; KIRK PETTY, an
individual; LEAH HAYS, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 20STCV41495

[Assigned to the Hon. Stuart Rice, in Dept. 1]

~~PROPOSED~~ JUDGMENT

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JUDGMENT

Pursuant to the Order Granting Final Approval of the Class Action and Representative Action Settlement, it is hereby **ORDERED, ADJUDGED AND DECREED** as follows:

1. Judgment in this matter is entered in accordance with the Court's Order Granting Motion for Final Approval of Class and Representative Action Settlement ("Order Granting Final Approval") and the parties' First Amended Settlement Agreement and Stipulation to Resolve Class Action and PAGA Claims ("Settlement Agreement"). All terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. The "Settlement Class" is comprised of all current and former employees who worked in a non-exempt, hourly-paid position for Capstone Turbine Corporation ("Defendant") at any time between October 29, 2016 to December 6, 2021 ("Class Period").

3. Three (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement. The three (3) individuals who opted out of the Settlement are Stephen Alder, Miguel Leon, and Mark Manculich.

4. Defendant shall make payment of \$525,000.00, the Gross Settlement Amount, and Employer Taxes, to the Settlement Administrator within ten (10) calendar days of the Effective Date. All funds shall be distributed to the Settlement Administrator, Class Counsel, Plaintiffs, the LWDA, Participating Class Members, and Aggrieved Employees pursuant to the Order Granting Final Approval.

5. "Effective Date" means the date that is the later of 61st day after service of notice of entry of the Final Order and Final Judgment, if no appeal, review, or writ has been filed; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed or denied, and the Final Order and Final Judgment are no longer subject to further judicial review.

6. Any checks from this distribution that are not cashed by Participating Class Members or Aggrieved Employees within one-hundred-eighty (180) calendar days from the date of their issuance shall be canceled and funds associated with such checks shall be transmitted to the

1 California Controller's Office, Unclaimed Property Fund in the name of the Participating Class
2 Member or Aggrieved Employee.

3 7. Upon the funding of the Gross Settlement Amount and the Employer's Taxes
4 necessary to effectuate the Settlement to the Settlement Administrator, the Named Plaintiffs and all
5 Participating Class Members hereby shall be deemed to have fully, finally, and forever released,
6 settled, compromised, relinquished and discharged any and all of the Released Parties from the
7 Released Claims that arose during the Class Period. The "Released Claims" are, for the duration of
8 the Class Period, any and all claims that arise from the facts, matters, transactions or occurrences
9 alleged in the Action or that could have been alleged in the Action based on such facts. Without
10 limiting the foregoing, and in addition to the foregoing, the Released Claims include claims for
11 failure to pay the minimum wage; failure to pay regular wages; failure to pay overtime compensation
12 and other premium wages; off-the-clock work; failure to provide and maintain complete and
13 accurate itemized wage statements that included all information required by the California Labor
14 Code; failure to keep accurate time records; failure to provide meal periods and rest breaks or
15 additional pay in lieu thereof; failure to provide employees with rates of pay and overtime rates
16 applicable to their employment; failure to reimburse employees for costs incurred in furtherance of
17 work duties; untimely payment of wages; violations of applicable sick leave laws; violation of state
18 and federal background check laws; violations of California Labor Code §§ 201, 202, 203, 204, 210,
19 226, 226.7, 246, 246.5, 510, 512, 1174, 1194, 1194.2, 1197, 1197.5, 1198.5, 1199, and 2802.; related
20 violations of the applicable California Wage Orders; violations of all related or corresponding
21 federal laws; and violation of California Business and Professions Code section 17200, et seq in
22 connection with the alleged Labor Code violations alleged (or that could be alleged based on the
23 facts pled) in the Action ("Released Claims").

24 8. In exchange for the PAGA Amount recited in this Agreement, the Named Plaintiffs,
25 as the representatives for the State of California and all Aggrieved Employees (to the extent
26 permitted by law), and on behalf of their current, former, and future heirs, executors, administrators,
27 attorneys, agents, and assigns will, upon payment of the Gross Settlement Amount and the
28 Employer's Taxes necessary to effectuate the settlement to the Settlement Administrator, forever

1 completely release and discharge Defendant and each of the Released Parties from the PAGA
2 Claims that arose during the PAGA Period. The “PAGA Claims” are for the duration of the PAGA
3 Period, claims for penalties under the California Private Attorneys’ General Act (California Labor
4 Code § 2698, *et seq.*) that (a) arise from the facts, matters, transactions or occurrences alleged in the
5 Action or that could have been alleged in the Action based on such facts; or (b) arise from the facts,
6 matters, transactions or occurrences alleged, or that could have been alleged, in the Amended PAGA
7 Notice Letter sent by Class Counsel to the Labor and Workforce Development Agency (“LWDA”)
8 pursuant to Labor Code section 2699.3 on or about October 27, 2020, asserting that Defendant
9 violated various provisions of the Labor Code. Without limiting the foregoing, and in addition to
10 the foregoing, the PAGA Claims include claims premised on failure to pay the minimum wage;
11 failure to pay regular wages; failure to pay overtime compensation and other premium wages; off-
12 the-clock work; failure to provide and maintain complete and accurate itemized wage statements
13 that included all information required by the California Labor Code; failure to keep accurate time
14 records; failure to provide meal periods and rest breaks or additional pay in lieu thereof; failure to
15 provide employees with rates of pay and overtime rates applicable to their employment; failure to
16 reimburse employees for costs incurred in furtherance of work duties; untimely payment of wages;
17 violations of California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 404, 510, 512,
18 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198.5, 1199, 2802, 2810.5; in connection with the
19 allegations in the LWDA Notice and Operative Complaint, violations of California Labor Code
20 sections 218.6 and 558; and related violations of the applicable California Wage Orders (“PAGA
21 Claims”).

22 9. The parties released shall include Capstone Turbine Corporation and its past, present,
23 and future predecessors, successors, assigns, affiliates, shareholders, members, owners, officers,
24 directors, investors, employees, managers, managing agents, partners, affiliated companies or
25 entities, parents, subsidiaries, holding companies, agents, attorneys, insurers, and representatives
26 (“Released Parties”).

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1 10. This document shall constitute a Judgment for purposes of California Rules of Court,
2 Rule 3.769(h).

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4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5 Dated: June 26, 2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge
Judge of the Superior Court

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