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11 Attorneys for Plaintiffs

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **IN AND FOR THE COUNTY OF SAN MATEO**

14 Coordination Proceeding Special Title
15 (Rule 3.550)

16 **SOLARCITY WAGE AND HOUR**
17 **CASES**

18 Coordinated actions:

19 *Irving v. SolarCity Corp.*,
20 San Mateo County Superior Court,
Case No. CIV 525975

21 *Thomas v. SolarCity Corp.*,
22 San Diego County Superior Court,
Case No. 37-2017-00018317

JUDICIAL COUNCIL COORDINATION
PROCEEDING CASE NO. **JCCP 4945**

(Included actions: Case No. CIV 525975 and
Case No. 37-2017-00018317)

DECLARATION OF NORMAN
BLUMENTHAL IN SUPPORT OF MOTION
FOR FINAL APPROVAL OF CLASS
SETTLEMENT

Hearing Date: February 1, 2019
Hearing Time: 2:00 p.m.
[Hearing Scheduled by Order dated September
13, 2018]

Judge: Hon. Marie S. Weiner
Dept: 2

Action Filed: December 24, 2013

1 I, NORMAN B. BLUMENTHAL, declare as follows:

2 1. I am the managing partner of the law firm of Blumenthal Nordrehaug Bhowmik De
3 Blouw LLP , counsel of record for Plaintiffs Anita Irving, Les Thomas, Breana Daugherty, Jason
4 Wool, and Felicia Kim (collectively, "Plaintiffs") in this matter. As such, I am fully familiar with
5 the facts, pleadings and history of this matter. The following facts are within my own personal
6 knowledge, and if called as a witness, I could testify competently to the matters stated herein.

7 2. Over the course of the litigation during the last year and a half, a number of
8 attorneys in my firm have worked on this matter. Their credentials are reflected in the Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP firm resume, a true and correct copy of which is attached
10 hereto as Exhibit #1. Some of the major cases our firm has undertaken are also set forth in Exhibit
11 #1. The bulk of the attorneys involved in this matter at Blumenthal Nordrehaug Bhowmik De Blouw
12 LLP have had extensive class litigation experience, much of it in the area of employment class
13 actions, unfair business practices and other complex litigation. The attorneys at my firm have
14 extensive experience in cases involving labor code violations and overtime claims. Class Counsel
15 has litigated similar overtime cases against other employers on behalf of employees, including cases
16 against Solarcity, Universal Protection Services, Union Bank, Coventry Health Care, Apple, Home
17 Depot, Sun Microsystems, Kaiser, Pepsi and California State Automobile Association. Class
18 Counsel have been approved as experienced class counsel during contested motions in state and
19 federal courts throughout California, including by courts of the Los Angeles County Superior Court.
20 It is this level of experience which enabled the firm to undertake the instant matter and to
21 successfully combat the resources of the defendants and their capable and experienced counsel.

22
23 3. Summary of the Proposed Settlement.

24 (a) A true and correct copy of the Joint Stipulation of Class Action Settlement and Release
25 ("Stipulation" or "Settlement") between the parties is attached hereto as Exhibit #2.¹ . Plaintiffs and
26 Defendant SolarCity Corporation ("Defendant") have reached a full and final settlement of the

27
28 ¹ Capitalized terms are defined in the Agreement.

1 above-captioned action, which is embodied in the Stipulation filed concurrently with the Court. As
2 consideration for this Settlement, the Agreement provides that the amount to be paid by Defendant is
3 One Million Seven Hundred Eighty Thousand Dollars (\$1,780,000) (the "Gross Settlement
4 Amount"). (Stipulation at ¶ 3.15.)

5 (b) Under the terms of the Settlement, the Gross Settlement Amount consists of the
6 following elements: (1) payments to Settlement Class Members; (2) Class Counsel's attorneys' fees
7 and costs (subject to Court approval); (3) Claims Administration Costs; (4) the Service Enhancement
8 Payments to the Class Representatives (subject to Court approval); (5) the PAGA Penalty Payment,
9 and (6) the employer's share of payroll taxes on the portion of the Settlement allocated to wages.
10 (Stipulation at ¶ 3.15.) The Gross Settlement Amount shall be all-in with no reversion to Defendant
11 and Class Members will be automatically paid their settlement shares without submitting a claim
12 form. (Stipulation at ¶ 8.)

13 (c) Defendant will pay the Gross Settlement Amount to the Claims Administrator no later
14 than seventy (70) days after the Effective Date has passed. (Stipulation at ¶ 12.3.) The Effective
15 Date is the date on which the Court's Approval Order becomes "final" which is when the last to
16 occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of
17 final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review
18 the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of
19 any appeal from the Court's Judgment, (Stipulation at ¶ 3.14.) The Settlement Payments to the
20 Settlement Class and the PAGA Penalty Payment to the LWDA will be paid by the Claims
21 Administrator no later than 85 days after the Effective Date. (Stipulation at ¶ 12.4.)

22 (d) The Net Settlement Amount shall equal the Gross Settlement Amount minus the
23 Court-approved amounts for the Attorneys' Fees, Litigation Expenses, Claims Administration Costs,
24 the PAGA Penalty Payment, the employer's share of payroll taxes, and the Service Enhancement
25 Payments to the Class Representatives. (Stipulation at ¶ 3.23.) The Claims Administrator will
26 automatically make Settlement Payments to each Settlement Class Member (i.e. those Class
27 Members who do not request exclusion) without the need for a claim form. (Stipulation at ¶ 12.1.)
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1 The Net Settlement Amount shall be allocated as follows: Each individual Settlement Class
2 Member's payment shall be calculated by counting the number of Work Weeks all Settlement Class
3 Members worked during the Class Period (which becomes the denominator) and the number of work
4 weeks each of these employees worked during the Class Period (which becomes the numerator) and
5 multiply this fraction by the Net Settlement Fund amount allocated to the Class. (Stipulation at ¶
6 8.4.) The entire Net Settlement Amount will be allocated among the Participating Class Members.

7 (e) Class Members were sent the Court approved Notice of the settlement with the
8 opportunity to exclude themselves or "opt out" if they do not want to participate in the settlement.
9 (Stipulation at ¶ 11.1.) Class Members who did not "opt out" are deemed Settlement Class
10 Members, will be bound by the Settlement, and will be entitled to receive a Settlement Payment.
11 (Stipulation at ¶ 3.38.) Class Members were given forty-five (45) days from the date of mailing of
12 the Class Notice to return valid Dispute Forms to the Claims Administrator. (Stipulation at ¶ 11.2.)
13 Finally, the Notice advised Class members of their right to object to the Settlement. (Stipulation at ¶
14 11.1.)

15 (f) This is a non-reversionary settlement and it is the intention of the Parties that the entire
16 Gross Settlement Amount will be paid out as described herein, leaving no residue. Any checks
17 issued to Settlement Class Members shall remain negotiable for a period of one hundred eighty (180)
18 days from the date of mailing. The funds associated with any checks which are not timely negotiated
19 shall be paid in favor of a *cy pres* beneficiary. (Stipulation at ¶ 12.6.) The Parties have selected
20 Children's Advocacy Institute as the *cy pres* beneficiary, which is a not for profit child advocacy
21 group which satisfies Cal. Code Civ. Proc § 384. As a result of this procedure, all funds will be paid
22 out and there will be no unpaid residue.

23 (g) KCC Class Action Services was appointed as the Claims Administrator for the
24 Settlement. (Stipulation at ¶ 10.1.) The Claims Administration Costs are the fees and expenses
25 reasonably and necessarily incurred by the Claims Administrator as a result of performing the
26 settlement administration procedures and functions expressly required in the Stipulation, which shall
27 be paid from the Gross Settlement Amount in an amount not to exceed \$40,000. (Stipulation at ¶
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1 3.5.) As set forth in the Declaration of Cooley at ¶ 10, the Claims Administration Costs are \$35,000.

2 (h) Subject to Court approval, Class Counsel shall seek (a) an award of Attorneys' Fees of no
3 more than one-third (1/3) of the Gross Settlement Amount (\$593,333.00); and (b) an award of actual
4 Litigation Expenses billed to Plaintiffs as per Class Counsel's billing statement in an amount not to
5 exceed \$55,000. (Stipulation at ¶ 9.1.) Subject to Court approval, the Settlement provides for
6 Service Enhancement Payments of up to Twenty-Five Thousand Dollars (\$25,000) for Plaintiff
7 Irving and Ten Thousand U.S. Dollar (\$10,000.00) for the other Class Representatives except
8 Thomas. (Stipulation at ¶ 8.5.) In support of this separate motion, Class Counsel has provided
9 evidentiary support, including lodestar.

10 (i) Subject to Court approval, a PAGA Penalty Payment of \$25,000 will be paid from the
11 Gross Settlement Amount. Pursuant to the express requirements of Labor Code § 2699(i), the
12 PAGA Penalty Payment shall be allocated as follows: \$18,750.00 (75%) to the LWDA for the
13 enforcement of labor laws and education of employers, and \$6,250.00 (25%) to the Settlement Class
14 Members on a pro rata basis. (Stipulation at ¶ 8.3.) The LWDA was notified of this PAGA
15 settlement at the time of Preliminary Approval and is also being served with this motion.

16 (j) On December 12, 2017, the parties participated in a full day of mediation before Michael
17 Dickstein, a respected and experienced mediator of class actions and wage and hour lawsuits. The
18 negotiations were arm's length and contentious. At the conclusion of the mediation, the Parties were
19 unable to reach an agreement to settle the Action. After the mediation, Mr. Dickstein continued to
20 assist the parties with negotiations, and finally, in May 2017, Mr. Dickstein made a mediator's
21 proposal which was not subject to further negotiation. The mediator's proposal was accepted by the
22 Parties and memorialized in the form of a Memorandum of Understanding. The Parties then
23 prepared the full Agreement which received preliminary approval from the Court by Order dated
24 September 13, 2018.

25 (k) The Settlement is fair, adequate and reasonable to the class and should be finally
26 approved. In sum, this settlement valued at \$1,780,000 is an excellent result for the Class. This
27 result is particularly favorable in light of the fact that liability and class certification in this case were
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1 far from certain in light of the defenses asserted by Defendant. Given the complexities of this case,
2 the defenses asserted, the uncertainty of class certification, along with the uncertainties of proof at
3 trial and appeal, the proposed settlement is fair, reasonable and adequate, and should be finally
4 approved.

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6 4. Procedural status of the settlement In accordance with the Preliminary Approval
7 Order dated September 13, 2018, the required notice of the proposed settlement has been
8 disseminated to the Class. The reaction of the Class unequivocally supports approval of the
9 Settlement. Significantly, after dissemination of the notice to the Class Members, which provided
10 each class member with the terms of the Settlement, including the specific, estimated payment
11 amount to that individual, currently there have been no objections and only one (1) opt out. See
12 Declaration of Zachary Cooley at ¶¶ 6-7, submitted herewith. As a result, nearly the entire Class has
13 elected to participate in the Settlement and will be sent a settlement check.

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15 5. Description of Plaintiff's claims.

16 The Lawsuits generally allege that Plaintiffs and other commissioned salesperson employees
17 were not properly compensated in accordance with California law. The Lawsuits allege violations of
18 of the California Labor Code, Unfair Competition Law, and Private Attorneys General Act.

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20 6. Procedural History of the Litigation

21 (a) On December 24, 2013, Anita Irving on behalf of herself and putative class members,
22 filed a lawsuit against SolarCity in San Mateo Superior Court, entitled *Irving v. SolarCity Corp.*,
23 Case No. CIV 525975. In it, she alleged violations of the California Labor Code, Unfair Competition
24 Law, and Private Attorneys General Act (see "Alleged Claims," Section 3.1 above). SolarCity
25 moved to compel arbitration, and on December 16, 2014, the Court granted the request with respect
26 to Plaintiff's individual claims and denied it with respect to the Private Attorneys General Act
27 ("PAGA") claims. The Court of Appeal affirmed the Court's ruling on November 29, 2016. The
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1 petition for review was denied on March 6, 2017, and the remittitur back to this Court was issued.

2 (b) The Lawsuit entitled *Thomas v. SolarCity Corp.*, Case No. 37-2017-00018317, was filed
3 in San Diego County Superior Court on May 19, 2017 and involved wage and hour claims similar to
4 those in Irving. Irving and Thomas were judicially coordinated as Case No. JCCP 4945. On January
5 9, 2018, the coordinated cases, referred to as the *SolarCity Wage and Hour Cases*, were assigned to
6 the Honorable Marie Weiner.

7 (c) On July 26, 2017, Jason Wool and Felicia Kim each filed class, representative, and
8 individual claims in the United States District Court for the Southern District of California, alleging
9 violations of the California Labor Code, Unfair Competition Law, Private Attorneys General Act,
10 and the Fair Labor Standards Act based on their employment for SolarCity in commissioned
11 salesperson positions that SolarCity considered exempt ("exempt claims") as well as positions that
12 SolarCity considered non-exempt ("non-exempt claims"). Their non-exempt claims were
13 substantially similar to the claims brought in *Thomas* and *Irving*. Wool and Kim each settled their
14 exempt claims against SolarCity on an individual basis, and such claims were dismissed from the
15 federal case with prejudice on March 29, 2018. SolarCity agreed that Wool and Kim could bring
16 their non-exempt claims in the Lawsuits and that they could be added to the Lawsuits as named
17 plaintiffs and proposed class representatives. Accordingly, Wool and Kim's non-exempt claims were
18 dismissed from the federal case without prejudice on March 29, 2018. Plaintiff Daugherty has
19 dismissed without prejudice the matter pending in the United States District Court for the Northern
20 District of California entitled *Daugherty v. SolarCity Corporation*, Case No. 16-CV-05155 WHA.
21 Daugherty, together with Kim and Wool are being added to the Lawsuits as named plaintiffs and
22 proposed class representatives.

23 (d) The Parties engaged in investigation and the exchange of documents and information in
24 connection with the Lawsuits. In both of the Lawsuits, the Plaintiffs and Defendant have conducted
25 formal discovery and have exchanged detailed information and data concerning the claims, defenses,
26 and alleged damages at issue in the Lawsuits. Defendant's PMK was deposed and approximately
27 2,000 pages of documents were produced.

1 (e) The Lawsuits generally allege that Plaintiffs and other commissioned salesperson
2 employees were not properly compensated in accordance with California law. The Lawsuits allege
3 violations of of the California Labor Code, Unfair Competition Law, and Private Attorneys General
4 Act.

5 (f) Prior to settlement negotiations, Defendant provided Plaintiffs with the necessary payroll
6 and other data for the Class in order to evaluate the claims. Plaintiffs analyzed the data, prepared a
7 damage valuation and prepared a detailed analysis. Plaintiffs employed DM&A, a damage expert,
8 to prepare a comprehensive valuation. The Parties engaged in mediation on December 12, 2017 with
9 Michael Dickstein, a respected and experienced mediator of wage and hour class action lawsuits.
10 After a full day of mediation, the parties were unable to reach a settlement. With the assistance of
11 Mr. Dickstein, the negotiations continued until a mediator's proposal was made in on May 4, 2018.
12 Based on those negotiations and arms-length settlement discussions between the parties, all parties
13 agreed to accept the mediator's proposal. The basic terms were set forth in a signed memorandum of
14 understanding. The parties then prepared the formal Stipulation, which received preliminary
15 approval from this Court.

16 (g) Class Counsel has conducted a thorough investigation into the facts of the class action.
17 Class Counsel has diligently evaluated the Class Members' claims against Defendant. Prior to the
18 settlement negotiations, Plaintiffs performed significant discovery and counsel for Defendant
19 provided Class Counsel data and information for the Class, including payroll data and information
20 concerning the Defendant's practices. In addition, Class Counsel previously negotiated settlements
21 with other defendants in actions involving nearly identical issues and analogous defenses. Based on
22 the foregoing data and their own independent investigation, evaluation and experience, Class
23 Counsel believes that the settlement with Defendant on the terms set forth in the Stipulation is fair,
24 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
25 circumstances, including the risk of significant delay, defenses asserted by Defendant, and potential
26 appellate issues.

1 7. History of Settlement Discussions

2 (a) This Settlement was the result of arm's-length negotiations as well as formal and
3 informal settlement conferences between the Parties through their respective attorneys. After
4 comprehensive legal and factual analysis, Class Counsel possessed sufficient information for
5 intelligent evaluation of the case for purposes of settlement. Prior to the initiation of settlement
6 discussions, Class Counsel reviewed and outlined the case based upon the information for the class,
7 and determined the conditions of settlement which would be fair and reasonable to the Class with the
8 assistance of an expert. Class Counsel was experienced in the types of settlement appropriate to
9 resolve these wage and hour claims on behalf of employees.

10 (b) The Parties scheduled a private mediation to take place before Michael Dickstein, a
11 respected and experienced mediator of class actions and wage and hour lawsuits. In preparation for
12 the mediation, Defendant provided Class Counsel with necessary records and information for the
13 members of the Class. Plaintiffs analyzed the data with the assistance of damages expert DM&A
14 and prepared and submitted a mediation brief to the mediator. After a full day of settlement
15 negotiations at the December 12, 2017 mediation, the parties were unable to reach an agreement.
16 Through continued negotiations, the parties reached an agreement, based upon a mediator's proposal
17 by Mediator Dickstein which was accepted in light of the uncertainties of protracted litigation. As a
18 result of these arm's length negotiations, the Parties signed a Memorandum of Understanding.

19 (c) From July 2018 through August 2018, the Stipulation and exhibits thereto were
20 finalized and executed. Plaintiffs prepared and filed the motion requesting Court preliminary
21 approval of the settlement on August 28, 2018. The Order dated September 13, 2018 preliminarily
22 approved the class settlement contained in the Stipulation as fair, reasonable and adequate.

23 (d) Plaintiffs and Class Counsel believe that this settlement is fair, reasonable and adequate.
24 In my judgment as experienced Class Counsel, this Settlement should be finally approved.

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26 8. The outcome of this case would have been uncertain and fraught with risks.

27 (a) Here, a number of defenses asserted by Defendant presented serious threats to the claims
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1 of the Plaintiffs and the other Class Members. Defendant asserted that the employment practices
2 complied with all applicable Labor laws. Defendant argued that employees were required to
3 accurately record their time and a push-button was included in the time card procedure where
4 employees could record missed meal periods or voluntarily waive the break. Defendant could also
5 argue that the Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012),
6 weakened Plaintiffs' claims, on liability, value, and class certifiability as to the meal period claim. If
7 successful, Defendant's defenses could eliminate or substantially reduce any recovery to the Class.
8 While Plaintiffs believe that these defenses could be overcome, Defendant maintains these defenses
9 have merit and therefore present a serious risk to recovery for the Class.

10 (b) There was also a significant risk that, if the Lawsuits were not settled, Plaintiffs would be
11 unable to obtain class certification and thereby not recover on behalf of any employee other than
12 themselves. Defendant argued that the individual experience of each employee varied with respect
13 to the alleged claim. While other cases have approved class certification of wage and hour claims,
14 class certification in this action would have been hotly disputed and was by no means a foregone
15 conclusion. Finally, even if class certification was successful, as demonstrated by the California
16 Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are
17 significant hurdles to overcome for a class-wide recovery even where the class has been certified.

18 (c) As demonstrated by the decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1
19 (2014), the complexities and duration of further litigation cannot be overstated. There is little doubt
20 that Defendant would post a bond and appeal in the event of an adverse judgment. A post-judgment
21 appeal by Defendant would have required many more years to resolve, assuming the judgment was
22 affirmed. If the judgment was not affirmed in total, then the case could have dragged on for years
23 after the appeal. The benefits of a guaranteed recovery today outweigh an uncertain result three or
24 more years in the future. Plaintiffs and Class Counsel recognize the expense and length of a trial
25 against Defendant through possible appeals which could take at least another two or three years.
26 Class Counsel also have taken into account the uncertain outcome, the risk of litigation, especially in
27 complex actions such as this one. Class Counsel are also mindful of and recognize the inherent
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1 problems of proof under, and alleged defenses to, the claims asserted in the Action. Moreover, post
2 trial motions and appeals would have been inevitable. Costs would have mounted and recovery
3 would have been delayed if not denied, thereby reducing the benefits of an ultimate victory.
4 Plaintiffs and Class Counsel believe that the Settlement confers substantial benefits upon the Class.
5 Based upon their evaluation, Plaintiffs and Class Counsel have determined that the Settlement set
6 forth in the Stipulation is in the best interest of the Class.

7 (d) The Settlement in this case is fair, reasonable and adequate considering Defendant's
8 defenses to Plaintiffs' claims. As detailed during preliminary approval, the Gross Settlement
9 Amount compares favorably to the value of the claims. The calculations to compensate for the
10 amount due for the nonpayment of wages at the time this Settlement was negotiated were calculated
11 by DM&A, Plaintiffs' damage expert. For the employees whose claims are at issue in the Action,
12 Plaintiffs used DM&A to analyze the data and determine the potential unpaid wages for the
13 employees. For the Class, Plaintiffs determined that Defendant was subject to maximum liability for
14 damages in the amount of \$6,550,259, consisting of \$493,837 for unpaid wages resulting from the
15 regular rate violations, \$3,747,532 for meal period damages, and \$2,308,890 for unpaid off the clock
16 wages. Consequently, the settlement of \$1,780,000.00 represents more than 27% of the value of
17 the maximum damages at issue, assuming all of these amounts could be proven at trial. However,
18 during mediation, Plaintiffs learned that these estimates were inflated. For example, an analysis of
19 the push button data revealed that meal period violations could be as low as 1.6% of the total
20 workdays, which is significantly lower than the 42% violation rate used in the above expert
21 valuation. Further, with respect to the off-the-clock work valuation, Plaintiffs used 1 hour of unpaid
22 work per week in the valuation, however, Defendant argued that any off-the-clock work was far
23 lower on average. Given the amount of the settlement as compared to the potential value of claims
24 in this case, the settlement is fair and reasonable.

25 (e) In sum, the Settlement is a fair and reasonable result, and provides the Class with a
26 significant recovery, particularly when viewed in light of the fact that Defendant asserted serious and
27 substantial defenses both to liability and to class certification. Given the complexities of this case,
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1 the defenses, along with the uncertainties of proof and appeal, the proposed Settlement is fair,
2 reasonable and adequate, and should be finally approved.

3 (f) It is impossible to predict with certainty whether, under the facts of this case, Plaintiffs
4 would prevail against the Defendants' factual and legal defenses. While Plaintiffs and Class Counsel
5 believe in the merits of the claims, Defendant has asserted real and substantial defenses to these
6 claims and to class certification. Settlement in this case clearly benefits the Class when measuring
7 the strengths of Plaintiffs' case and the risk of establishing class wide liability and damages.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing
9 is true and correct. Executed this 9th day of January, 2018, at San Diego, California.

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12 NORMAN B. BLUMENTHAL
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EXHIBIT #1

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FIRM RESUME

Areas of Practice: Employee, Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation, Business Litigation.

ATTORNEY BIOGRAPHIES

Norman B. Blumenthal

Partner

Practice Areas: Consumer and Securities Class Action, Civil Litigation, Wage and Hour Class Actions, Transactional Law

Admitted: 1973, Illinois; 1976, California

Biography: Law Clerk to Justice Thomas J. Moran, Illinois Supreme Court, 1973-1975, while on Illinois Court of Appeals. Instructor, Oil and Gas Law: California Western School of Law, 1981; University of San Diego School of Law, 1983. President and Chairman of the Board, San Diego Petroleum Club Inc., 1985-1986. Chief Operating Officer and General Counsel, Brumark Corporation, 1980-1987. Partner, Blumenthal & Ostroff, 1988-1995. Partner, Blumenthal, Ostroff & Markham, 1995-2001. Partner, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-present

Member: San Diego County, Illinois State and American Bar Associations; State Bar of California.

Educated: University of Wisconsin (B.A., 1970); Loyola University of Chicago (J.D., 1973)

Kyle R. Nordrehaug

Partner

Practice Areas: Consumer and Securities Class Actions, Wage and Hour Class Actions, Civil Litigation

Admitted: 1999, California

Biography: Associate, Blumenthal, Ostroff & Markham, 1999-2001. Associate, Blumenthal & Markham, 2001-2007. Partner, Blumenthal & Nordrehaug, 2007. Partner, Blumenthal, Nordrehaug & Bhowmik, 2008-present

Member: State Bar of California, Ninth Circuit Court of Appeals, Third Circuit Court of Appeals

Educated: University of California at Berkeley (B.A., 1994); University of San Diego School of Law (J.D. 1999)

Awards: Top Labor & Employment Attorney 2016; Top Appellate Reversal - Daily Journal 2015; Super Lawyer 2015-2018

Aparajit Bhowmik

Partner

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2006, California

Educated: University of California at San Diego (B.A., 2002); University of San Diego School of Law (J.D. 2006)

Awards: Rising Star 2015

Nicholas J. De Blouw

Partner

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: Wayne State University (B.A. 2008); California Western School of Law (J.D. 2011)

Piya Mukherjee

Associate Attorney

Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2010, California

Educated: University of California, San Diego (B.S. 2006); University of Southern California, Gould School of Law (J.D. 2010)

Victoria Rivapalacio

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Practice Areas: Civil Litigation; Consumer Class Actions, Wage and Hour Class Actions

Admitted: 2011, California

Educated: University of California at San Diego (B.A., 2003); George Washington University Law School (J.D. 2010)

Ricardo Ehmann

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2018, California; 2004, Nevada

Educated: University of California, San Diego (B.A. 1998); Loyola Law School (J.D. 2001)

Jeffrey S. Herman

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 2011, California; 2016 Arizona

Educated: University of Michigan (B.A. 2008); California Western School of Law (J.D. 2011)

Janine Menhennet

Associate Attorney

Practice Areas: Civil Litigation; Wage and Hour Class Actions

Admitted: 1992, California

Educated: University of California, Berkeley ; Loyola Law School

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015); Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015); Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015); In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207

(9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D. Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 630 F. Supp. 2d 1222 (S.D. Cal. 2009); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin. Nat'l Marine Fisheries Serv., 2008 U.S. Dist. LEXIS 102380 (S.D. Cal. 2008); Louie v. Kaiser Found. Health Plan, Inc., 2008 U.S. Dist. LEXIS 78314 (S.D. Cal. 2008); Weltman v. Ortho Mattress, Inc., 2010 U.S. Dist. LEXIS 20521 (S.D. Cal. 2010); Weltman v. Ortho Mattress, Inc., 2008 U.S. Dist. LEXIS 60344 (S.D. Cal. 2008); Curry v. CTB McGraw-Hill, LLC, 2006 U.S. Dist. LEXIS 5920; 97 A.F.T.R.2d (RIA) 1888; 37 Employee Benefits Cas. (BNA) 2390 (N.D. Cal. 2006); Reynov v. ADP Claims Servs. Group, 2006 U.S. Dist. LEXIS 94332 (N.D. Cal. 2006); Kennedy v. Natural Balance Pet Foods, Inc., 2010 U.S. App. LEXIS 248 (9th Cir. 2010); Kennedy v. Natural Balance Pet Foods, Inc., 2008 U.S. Dist. LEXIS 38889 (S.D. Cal. 2008); Kennedy v. Natural Balance Pet Foods, Inc., 2007 U.S. Dist. LEXIS 57766 (S.D. Cal. 2007); Sussex v. Turnberry/MGM Grand Towers, LLC, 2009 U.S. Dist. LEXIS 29503 (D. Nev. 2009); Picus v. Wal-Mart Stores, Inc., 256 F.R.D. 651 (D. Nev. 2009); Tull v. Stewart Title of Cal., Inc., 2009 U.S. Dist. LEXIS 14171 (S.D. Cal. 2009); Keshishzadeh v. Gallagher, 2010 U.S. Dist. LEXIS 46805 (S.D. Cal. 2010); Keshishzadeh v. Arthur J. Gallagher Serv. Co., 2010 U.S. Dist. Lexis 116380 (S.D. Cal. 2010); In re Pet Food Prods. Liab. Litig., MDL Docket No. 1850 (All Cases), 2008 U.S. Dist. LEXIS 94603 (D.N.J. 2008); In re Pet Food Prods. Liab. Litig., 629 F.3d 333 (3rd Cir. 2010); Puentes v. Wells Fargo Home Mortgage, Inc., 160 Cal. App. 4th 638 (2008); Rezec v. Sony Pictures Entertainment, Inc., 116 Cal. App. 4th 135 (2004); Badillo v. Am. Tobacco Co., 202 F.R.D. 261 (D. Nev. 2001); La Jolla Friends of the Seals v. Nat'l Oceanic & Atmospheric Admin., 2010 U.S. App. Lexis 23025 (9th Cir. 2010); Dirienzo v. Dunbar Armored, Inc., 2011 U.S. Dist. Lexis 36650 (S.D. Cal. 2011); Rix v. Lockheed Martin Corp., 2011 U.S. Dist Lexis 25422 (S.D. Cal. 2011); Weitzke v. Costar Realty Info., Inc., 2011 U.S. Dist Lexis 20605 (S.D. Cal. 2011); Goodman v. Platinum Condo. Dev., LLC, 2011 U.S. Dist. LEXIS 36044 (D. Nev. 2011); Sussex v. Turnberry/MGM Grand Towers, LLC, 2011 U.S. Dist. LEXIS 14502 (D. Nev. 2011); Smith v. Kaiser Foundation Hospitals, Inc., 2010 U.S. Dist. Lexis 117869 (S.D. Cal. 2010).

LEAD COUNSEL - CLASS ACTION & REPRESENTATIVE CASES

Sakkab v. Luxxotica Retail North America – In Litigation, On Appeal
 United states District Court, Southern District of California; U.S. Court of Appeals 9th Circuit
The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425, (9th Cir. 2015).

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations, Filed January 2012

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Securitas Wage and Hour Cases - In Litigation, Court of Appeal Fourth Appellate District California

Court of Appeals concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the court then ruled the trial court erred by invalidating and severing the waiver provision, including an enforceable class action waiver, from the agreement and sending Edwards's entire complaint, including her class action and PAGA claims, to arbitration.

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109, (Cal. Feb. 27, 2015).

Los Angeles County Superior Court, JCC Proceeding No. 4837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations, Filed December 2013

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Sussex v. Turnberry / MGM Grand Towers - In Litigation, U.S. Court of Appeals 9th Circuit

The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015).

U.S. District Court, District of Nevada, Case No. 08-cv-00773

Nature of Case: Securities Violations, Fraud in the sale of Condo/Hotel Units, Filed in 2008

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

4G Wireless Wage Cases - Settled

Orange County Superior Court, JCCP No. 4736

Nature of Case: Employee Wage and Hour Class Action; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Classic Party Rentals Wage & Hour Cases - Settled

Los Angeles Superior Court, Case No. JCCP No. 4672

Nature of Case: Off the Clock; Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lavi & Ebrahimian

Abu-Arafeh v. Norco Delivery Service, Inc. – Settled

San Francisco County Superior Court, Case No. CGC-14-540601

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aburto v. Verizon - Settled

U.S. District Court, Southern District California, Case No. 11-cv-0088

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Adkins v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC819546

Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Agah v. CompUSA - Settled

U.S. District Court, Central District of California, Case No. SA CV05-1087 DOC (Anx)
Nature of Case: Unfair Competition - Unfair Rebate Program
Plaintiff's Counsel: Blumenthal & Nordrehaug

Akers v. The San Diego Union Tribune - Settled

San Diego County Superior Court, Case No 37-2010-00088571
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Allec v. Cross Country Bank - Settled

Orange County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Advertising
Plaintiff's Counsel: Blumenthal & Nordrehaug

Altman v. SolarCity Corporation - In Litigation, On Appeal

San Diego County Superior Court, Case No. 37-2014-00023450-CU-OE-CTL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Aquino v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00395420
Nature of Case: Unfair Competition - Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Baker v. Advanced Disability Management, Inc. – In Litigation

Sacramento County Superior Court, Case No. 34-2014-00160711
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Barcia v. Contain-A-Way - Settled

U.S. District Court, Southern District California, Case No. 07 cv 0938
Nature of Case: ERISA and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Bates v. Verengo, Inc. – Settled

Orange County Superior Court, Case No. 30-2012-00619985-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Battle v. Charming Charlie Inc. – In Litigation

San Diego County Superior Court, Case No. 37-2014-00005608
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Workman Law Firm P.C.

Behar v. Union Bank - Settled

Orange County Superior Court, Case No. 30-2009-00317275

Nature of Case: Misclassification, Overtime and Labor Code Violations for Priority Banking Officers

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bell v. John Stewart Company - In Litigation

Alameda County Superior Court, Case No. RG14728792

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bennett v. Custom Built Personal Training – In Litigation

Monterey County Superior Court, Case No. M127596

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bermant v. Bank of America, Investment Services, Inc. - Settled

Los Angeles Superior Court, Civil Action No. BC342505

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Arias, Ozzello & Gignac;

United Employees Law Group

Bethley v. Raytheon Company - Settled

United States District Court, Central District of California, Case No. SACV10-01741

Nature of Case: Employee Misclassification; Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Betorina v. Randstad US, L.P. - Settled

U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Beverage v. Edcoa Inc. – In Litigation

Sacramento County Superior Court, Case No. 2013-00138279

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bolger v. Dr. Martens - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Bova v. Washington Mutual Bank / JP Morgan Chase - Settled

U.S. District Court, Southern District California, Case No. 07-cv-2410

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL

Nature of Case: Unfair Business Practices; Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Briseno v. American Savings Bank - Class Certification Granted, Settled

Orange County Superior Court, Case No. 774773
Nature of Case: Unfair Competition - Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Brueske v. Welk Resorts - Settled
San Diego Superior Court, Case No 37-2010-00086460
Nature of Case: Unfair Competition - Wage Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Bueche v. Fidelity National Management Services - Settled
U.S. District Court, Eastern District of California, Case No. 13-cv-01114
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Bunch v. Pinnacle Travel Services, LLC - In Litigation
Los Angeles County Superior Court, Case No. BC552048
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Buonomo v. ValueVision - Settled
Minnesota District Court
Nature of Case: False Advertising, Breach of Warranty
Plaintiff's Counsel: Blumenthal & Nordrehaug; Mansfield, Tanick & Cohen, P.A.

Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2015-00180282
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cabral v. Creative Communication Tech. - Class Certification Granted, Settled
Los Angeles Superior Court, Case No. BC402239
Nature of Case: Labor Code Violations and Expense Reimbursement under Labor Code 2802
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Cardoza v. Wal-Mart Associates, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Castro v. Vivint Solar, Inc. - Settled
San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cavazos v. Heartland Automotive Services, Inc. - Settled
Riverside County Superior Court, Case No. PSC 1401759
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of Mauro Fiore, Jr., A.P.C.

Citizens for Fair Treatment v. Quest Communications - Settled

San Diego Superior Court

Nature of Case: Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Cohen v. Bosch Tool - Settled

San Diego Superior Court, Case No. GIC 853562

Nature of Case: Unfair Business Practices - Deceptive Advertising - Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

Comstock v. Washington Mutual Bank - Class Certification Granted, Settled

San Diego County Superior Court, Case No. GIC820803

Nature of Case: Unfair Competition - Force Order Insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Conley v. Norwest - Settled

San Diego County Superior Court, Case No. N73741

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Connell v. Sun Microsystems - Settled

Alameda Superior Court, Case No. RG06252310

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group; Chavez & Gertler

Corrente v. Luxe Valet, Inc. - In Litigation

San Francisco County Superior Court, Case No. CGC-15-545961

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Office of Todd M. Friedman, P.C.

Cruz v. Redfin Corporation - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-05234-TEH

Nature of Case: Independent Contractor Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Culley v. Lincare Inc. & Alpha Respiratory Inc. - In Litigation

Class Certification Granted

U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Cunningham v. Leslie's Poolmart, Inc. - In Litigation

U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Quintilone & Associates

Curry v. California Testing Bureau/McGraw Hill - Dismissal Affirmed on Appeal

United States Court of Appeals for the Ninth Circuit

U.S. District Court, Northern District of California, Case No. C-05-4003 JW

Nature of Case: ERISA Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Danford v. Movo Media - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Unlawful Violation of Unruh Civil Rights Act

Plaintiff's Counsel: Blumenthal & Nordrehaug

Daniels, et al. v. Philip Morris, (In Re Tobacco Cases II) – Class Certification Granted, Review before the California Supreme Court Affirmed Preemption

San Diego Superior Court, Case No. JCCP 4042

Nature of Case: Unfair Business Practices-Unlawful, Deceptive and Unfair Marketing of Cigarettes to Children

Plaintiff's Counsel: Blumenthal & Nordrehaug; Thorsnes, Bartolotta & McGuire; Chavez & Gertler

Davis v. Genex Holdings Inc. - Settled

Santa Clara County Superior Court, Case No. 1-13-cv-240830

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Davis v. Clear Connection, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Day v. WDC Exploration - Settled

Orange County Superior Court, Case No. 30-2010-00433770

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dedrick v. Hollandia Dairy - In Litigation

San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Delmare v. Sungard Higher Education - Settled

U.S. District Court, Southern District of California, Case No. 07-cv-1801

Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Del Rio v. Tumi Stores, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dewane v. Prudential - Settled

U.S. District Court, Central District of California, Case No. SA CV 05-1031

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Wynne Law Firm; Thierman Law Firm P.C.

Diesel v. Wells Fargo Bank - Settled

Orange County Superior Court, Case No. 30-2011-00441368

Nature of Case: Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dirienzo v. Dunbar Armored - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-2745

Nature of Case: Expense Reimbursement under Labor Code 2802, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Dobrosky v. Arthur J. Gallagher Service Company, LLC –

Class certification Granted, *Dobrosky v. Arthur J. Gallagher Serv. Co., LLC*, No. EDCV 13-0646 JGB (SPx), 2014 U.S. Dist. LEXIS 106345 (C.D. Cal. July 30, 2014);

Settled;

Nature of Case: Employee Misclassification; Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dodds v. Zaven Tootikian – Settled

Lo Angeles County Superior Court, Case No. BC494402

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Dorr v. PICO Enterprises, Inc. & Charles E. Phyle - In Litigation

Alameda County Superior Court, Case No. RG15772362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Downtown Inns v. Pac Bell - Settled

California Public Utilities Commission

Nature of Case: Illegal Charge

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill

Drumheller v. Radioshack Corporation - Settled

United States District Court, Central District of California, Case No. SACV11-355

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Enger v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-1670

Nature of Case: Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Escobar v. Silicon Valley Security & Patrol, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv272514

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fallah v. Cingular Wireless - Settled

Orange County Superior Court / U.S. District Court, Central District of California

Nature of Case: Unfair Competition - Unfair Rebate Program

Plaintiff's Counsel: Blumenthal & Nordrehaug

Fierro v. Chase Manhattan - Class Certification Granted, Settled
San Diego Superior Court, Case No. GIN033490
Nature of Case: Unfair Competition - Bank Interest Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Figueroa v. Circle K Stores, Inc. - Settled
San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases) - Settled
San Diego Superior Court, Case No. JCCP 4532
Nature of Case: Unfair Competition, Violation of Civil Code 1747.08
Plaintiff's Counsel: Blumenthal & Nordrehaug

Fletcher v. Verizon - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-1736
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Francisco v. Diebold - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-1889
Nature of Case: Employee Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Friend v. Wellpoint - Settled
Los Angeles Superior Court, Case No. BC345147
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Frudakis v. Merck Sharp & Dohme
U.S. District Court, Central District California, Case No. SACV 11-00146
Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Fulcher v. Olan Mills, Inc. - Settled
U.S. District Court, Northern District of California, Case No. 11-cv-1821
Nature of Case: Employee Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gabisan v. Pelican Products - Settled
U.S. District Court, Southern District California, Case No. 08 cv 1361
Nature of Case: Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug; United Employees Law Group

Galindo v. Sunrun Installation Services Inc. - In Litigation
San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallagher v. Legacy Partners Commercial - Settled
Santa Clara County Superior Court, Case No. 112-cv-221688

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gallardo v. AIG Domestic Claims, Inc. – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gauthier v. Apple, Inc. – In Litigation
Santa Clara County Superior Court, case No. 1-13-cv-254557
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ghattas v. Footlocker Retail, Inc. – Settled
U.S. District Court Central District of California, Case No. CV 13-0001678 PA
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gibson v. World Savings - Judgment for Class after Appeal - Settled
Orange County Superior Court, Case No. 762321
Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Gill v. Parabody, Inc. - Settled
San Diego Superior Court
Nature of Case: Product Defect
Plaintiff's Counsel: Blumenthal & Nordrehaug

Goerzen v. Interstate Realty Management, Co. - Settled
Stanislaus County Superior Court, Case No. 679545
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gomez v. Enterprise Rent-A-Car - Settled
U.S. District Court, Southern District of California, Case No. 3:10-cv-02373
Nature of Case: Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gordon v. Wells Fargo Bank - Settled
U.S. District Court, Southern District of California, Case No. 3:11-cv-00090
Nature of Case: Wage and Hour Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Goodman v. Platinum - In Litigation
U.S. District Court, District of Nevada, Case No. 09-cv-00957
Nature of Case: Violation of Nevada and Federal law in the sale of Condo/Hotel units, ILSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Grabowski v. CH Robinson - Settled
U.S. District Court, Southern District of California, Case No. 10-cv-1658
Nature of Case: Employee Misclassification; Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Greer v. Fleet Mortgage - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Bank Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Gross v. ACS Compiq Corporation - Settled

Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gripenstraw v. Buffalo Wild Wings - Settled

U.S. District Court, Eastern District of California, Case No. 12-CV-00233

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gruender v. First American Title - Settled

Orange County Superior Court, Case No. 06 CC 00197

Nature of Case: Title Officer Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Wagner & Jones; Cornwell & Sample

Guillen v. Univision Television Group, Inc. & Univision Management Co. - Settled

San Francisco County Superior Court, Case No. CGC-12-526445

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Gujjar v. Consultancy Services Limited - Settled

Orange County Superior Court, Case No. 30-2010-00365905

Nature of Case: IT Analyst Misclassification, Overtime, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Gutierrez v. Five Guys Operations, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hahn v. Circuit City – Settled

San Diego Superior Court; U.S. District Court, Southern District of California

Nature of Case: Unfair Business Practices, Failure to Pay Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Hanby v. Elite Show Services, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00007372-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Handler v. Oppenheimer

Los Angeles Superior Court, Civil Action No. BC343542

Nature of Case: Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Perona, Langer, Beck, Lallande and Serbin

Harley v. Tavistock Freebirds, LLC - In Litigation
Sacramento County Superior Court, Case No. 34-2014-00173010
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Harrington v. Corinthian Colleges – Class Certification Granted, In Litigation
Orange Superior Court; United States Bankruptcy Court District of Delaware
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug, Bhowmik; Righetti Glugoski, P.C.

Harvey v. PQ Operations, Inc. – In Litigation
Los Angeles County Superior Court, Case No. BC497964
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Henshaw v. Home Depot U.S.A. - Settled
United States District Court, Central District of California, Case No. SACV10-01392
Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Heithold v. United Education Institute – In Litigation
Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hibler v. Coca Cola Bottling - Settled
U.S. District Court, Southern District of California, Case No. 11cv0298
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Higgins v. Maryland Casualty - Settled
San Diego County Superior Court
Nature of Case: Unfair Business Practices-Deceptive Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC - Settled
U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; James Hawkins APLC

Hoffman v. National Warranty Insurance - Class Certification Granted, Settled
District Court for the State of Nevada
Nature of Case: Auto Warranty Fraud
Plaintiff's Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard & Associates

Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles – In Litigation, On Appeal
United States District Court, Central District of California; U.S. Court of Appeals 9th Circuit
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Howard v. Southern California Permanente Medical Group - In Litigation

Los Angeles Superior Court, Case No. BC586369

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hughes v. Parexel International - Settled

Los Angeles County Superior Court, Case No. BC485950

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Hurley v. Comcast of California/Colorado/Texas/Washington, Inc. - Settled

Defendant's Motion for Summary Judgment Denied;

Sonoma County Superior Court, Case No. SCV-253801

Nature of Case: Unfair Business Practices, Unpaid Commission Wages, Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Irving v. Solarcity Corporation – In Litigation

San Mateo County Superior Court, Case No. CIV525975

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jacobs v. Nu Horizons - Settled

Santa Clara County Superior Court, Case No. 111cv194797

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Settled

Orange County Superior Court, Case No. 30-2009-00180102

Nature of Case: Supervisor Misclassification, Overtime and Labor Code Violations

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Jones v. E*Trade Mortgage - Settled

U.S. District Court, Southern District California

Case No. 02-CV-1123 L (JAH)

Nature of Case: TILA Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug; Robert C. Fellmeth, Esq.

Kennedy v. Natural Balance - Dismissal Reversed on Appeal, Settled

U.S. District Court, Southern District California,

Remanded to San Diego Superior Court, Case No. 37-2007-00066201

Nature of Case: Unfair Competition, Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Keshishzadeh v. Arthur J. Gallagher Service Co. - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

King v. Nordstrom - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Kinney v. AIG Domestic Claims / Chartis - Settled

U.S. District Court, Central District of California, Case No. 8:10-cv-00399

Nature of Case: Claims Representative Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Kizer v. Tristar Risk Management - In Litigation, On Appeal

Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC

Nature of Case: Employee Misclassification, Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kleinberg v. Reeve Trucking Company, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Kove v. Old Republic Title - Settled

Alameda County Superior Court, Case No. RG09477437

Nature of Case: Unfair Competition, Failure to Pay Commissions

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Krellcom v. Medley Communications, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL

Nature of Case: Unfair Competition, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark A. Osman & Associates

Ladd v. Extreme Recovery, LP - Settled

Contra Costa County Superior Court, Case No. MSC11-02790

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Langille v. EMC - Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0168

Nature of Case: Software Engineer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Lawson v. Marquee Staffing - In Litigation

Los Angeles County Superior Court, Case No. 37-2012-00103717-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lazar v. Kaiser Foundation Health Plan, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273289

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lemmons v. Kaiser Foundation Hospitals, Inc. - Settled
Sacramento County Superior Court, Case No. 34-2012-00125488
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Levine v. Groeniger - Settled
Alameda County Superior Court, Case No. RG09476193
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Linder v. OCWEN (In re Ocwen Federal Bank FSB Servicing Litig.) - Settled
U.S. District Court, Central District California, Case No. 07cv501
U.S. District Court, Northern Dist. Illinois, Case No. MDL 1604
Nature of Case: Lender Placed Insurance Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug; Nicholas & Butler

Litton v. Diebold, Incorporated – In Litigation
San Mateo County Superior Court, Case No. CIV524776
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lohn v. Sodexo, Inc. & SDH Services West, LLC - In Litigation
U.S. District Court Central District of California, Case No. 2:15-CV-05409
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Lopez v. K-Mart
Ventura County Superior Court, Case No. BC351983
Nature of Case: Overtime - Unfair Business Practice
Plaintiff's Counsel: Blumenthal and Nordrehaug; Arias, Ozzello, & Gignac, LLP; United Employees Law Group

Louie / Stringer v. Kaiser - Settled
U.S. District Court, Southern District California, Case No. 08-cv-0795
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Lucero v. Sears - In Litigation
U.S. District Court Southern District of California, Case No. 3:14-cv-01620-AJB
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Morris, Sullivan & Lemkul

Lucero v. Kaiser Foundation Hospitals, Inc. - Settled
San Diego County Superior Court, Case No. 37-2013-00075933-CU-OE-CTL
Nature of Case: Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magallanes v. TSA Stores, Inc. - In Litigation
Santa Clara County Superior Court, Case No. 1-15-cv-283586
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Magana v. El Pollo Loco, Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00613901-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Maitland v. Marriott - Settled

U.S. District Court, Central District California, Case No. SACV 10-00374

Nature of Case: Chef Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Mandell v. Republic Bank - Settled

Los Angeles County Superior Court

Nature of Case: Breach of Fiduciary Duties to IRA Account Holders

Plaintiff's Counsel: Blumenthal & Nordrehaug

Mann v. NEC Electronics America - Settled

Santa Clara County Superior Court, Case No. 109CV132089

Nature of Case: Meal and Rest Break Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group, Qualls & Workman

Manzanarez v. Home Savings of America - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Overcharge for Inspection Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug

Marchese v. Ty, Inc. - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Yahoo, Inc. - Settled

Nature of Case: Deceptive Advertising

Plaintiff's Counsel: Blumenthal & Nordrehaug

Martinez v. Hydro-Scape Products, Inc. - In Litigation

San Diego County Superior Court, Case No. 37-2014-00029157-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Mathies v. Union Bank - Class Certification Granted, In Litigation

San Francisco County Superior Court, Case No. CGC-10-498077

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Matloubian v. Home Savings of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

McDermott v. Catalina Restaurant Group Inc. - Settled

Orange County Superior Court, Case No. 30-2012-00574113-CU-OE-CXC
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

McMeans v. ScrippsHealth, - Settled
San Diego Superior Court
Nature of Case: Unfair Competition, Lien Overcharges
Plaintiff's Counsel: Blumenthal & Nordrehaug

McPhail v. First Command - Settled
United States District Court for the Southern District of California
Case No.05CV0179 IEG (JMA)
Nature of Case: Securities Fraud, 10(b)(5) violations
Plaintiff's Counsel: Blumenthal & Nordrehaug appointed Lead Counsel, Greco & Traficante & Whatley Drake LLC & Gray & White,& Brewer & Carlson, LLP & Franklin & Hance, PSC

Meco v. International Medical Research (and related cases) - Judgment for Class After Trial
Los Angeles Superior Court
Nature of Case: Unfair Competition, Product Adulteration, Illegal Sale of Drugs
Plaintiff's Counsel: Blumenthal & Nordrehaug

Medina v. Universal Protection Service, LP - In Litigation
Santa Clara County Superior Court, Case No. BC572848
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Meierdiercks v. 8x8, Inc. - Settled
Santa Clara County Superior Court, Case No. 110CV162413
Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Metrow v. Liberty Mut. Managed Care LLC - Class Certification Granted
Metrow v. Liberty Mut. Managed Care LLC, No. EDCV 16-1133 JGB (KKx), 2017 U.S. Dist. LEXIS 73656 (C.D. Cal. May 1, 2017)
Nature of Case: Nurse Case Manager Overtime Misclassification

Meyer v. Thinktank Learning, Inc. - In Litigation
Santa Clara County Superior Court, Case No. 1-15-cv-282698
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Morales v. Wells Fargo Insurance Services USA, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 3:13-cv-03867-EDL
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Moreno v. Garden Fresh Restaurant Corp.- In Litigation
San Diego County Superior Court, Case No. 37-2013-00071988-CU-OE-CTL

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices

Morse v. Marie Callender Pie Shop - Settled

U.S. District Court, Southern District California, Case No. 09-cv-1305

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Moynihan v. Escalante Golf, Inc. & Troon Golf, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083250-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Butterfield & Schecther, LLP

Muntz v. Lowe's HIW - Settled

San Diego County Superior Court, Case No. GIC880932

Nature of Case: Unfair Competition, Violation of Civil Code 1747.08

Plaintiff's Counsel: Blumenthal & Nordrehaug

Najarian v. Macy's West Stores - Settled

Orange County Superior Court, Case No. 30-2010-00418401

Nature of Case: Unfair Competition - Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nelson v. St. Paul Fire & Marine Insurance - Settled

Brazoria County District Court, Texas

Nature of Case: Deceptive Business Practices in sale of oil & gas reserve insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Nelson v. Avon Products, Inc. -

Class Certification Granted, *Nelson v. Avon Prods.*, No. 13-cv-02276-BLF, 2015 U.S. Dist. LEXIS 51104 (N.D. Cal. Apr. 17, 2015);

Settled;

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Nguyen v. Wells Fargo Home Mortgage - Settled

Orange County Superior Court, Case No. 05 CC 00116

Nature of Case: Unfair Business Practices - Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Ochoa v. Eisai, Inc.

U.S. District Court, Northern District California, Case No. 3:11-cv-01349

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ogans v. Nationwide Credit, Inc. - Settled

Sacramento County Superior Court, Case No. 34-2012-00121054

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ohayon v. Hertz - Settled

United States District Court, Northern District of California, Case No. 11-1662

Nature of Case: Wage and Hour Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Olszewski v. ScrippsHealth - Judgment for Plaintiff, Affirmed by Supreme Court

California Supreme Court Decision in Favor of Plaintiff

San Diego Superior Court

Nature of Case: Unfair Competition, Lien Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Olvera v. El Pollo Loco, Inc. – In Litigation

Orange County Superior Court, Case No. 30-2014-00707367-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Orozco v. Illinois Tool Works Inc. – In Litigation

Class Certification Granted:

Orozco v. Ill. Tool Works, 2017 U.S. Dist. LEXIS 23179 (E.D. Cal. Feb. 16, 2017);

Orozco v. Ill. Tool Works Inc., No. 14-cv-02113-MCE-EFB, 2016 U.S. Dist. LEXIS 158115 (E.D. Cal. Nov. 14, 2016)

U.S. District Court, Eastern District of California, Case No. 14-cv-02113-MCE

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ortega v. Prime Healthcare Paradise Valley, LLC - In Litigation

San Diego County Superior Court, Case No. 37-2014-00011240-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; JCL Law Firm

Owen v. Robinsons May - Dismissed

Los Angeles County Superior Court, Case No. BC355629

Nature of Case: Failure to Pay Earned Vacation, Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group; Clark & Markham

Patel v. Nike Retail Services, Inc. - In Litigation

U.S. District Court Northern District of California, Case No. 3:14-cv-04781-RS

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lawyers For Justice, PC

Patelski v. The Boeing Company – Settled

United States District Court, Southern District of New York;

transferred to United States District Court, Eastern District of Missouri

Nature of Case: Refund Action

Plaintiffs' Counsel: Blumenthal & Nordrehaug, Sigman, Lewis & Feinberg, P.C.

Pearlman v. Bank of America - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug; Chavez & Gertler

Perry v. AT&T - Settled

U.S. District Court, Northern District California, Case No. 11-cv 01488

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Picus v. Wal-Mart Stores - Settled

U.S. District Court, District of Nevada

Case No. 2:07-CV-00682

Nature of Case: Deceptive Advertising, Made in the USA violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, Gerard & Associates

Pittard v. Salus Homecare - Settled

U.S. District Court, Southern District California, Case No. 08 cv 1398

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Port v. Southern California Permanente Medical Group - Settled

San Diego County Superior Court, Case No. 37-2007-00067538

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group

Postema v. Lawyers Title Ins. Corp. - Settled

Orange County Superior Court, Case No. 30-2010-00418901

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Pratt v. Verizon - Settled

Orange County Superior Court, Case No. 30-2010-00430447

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Proctor v. Ameriquest - Settled

Orange County Superior Court, Case No. 06CC00108

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug, United Employees Law Group, Clark & Markham

Ralphs v. Blockbuster, Inc. – Settled

San Diego Superior Court

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates, Pettersen & Bark

Ramirez v. Estenson Logistics, LLC - In Litigation

Orange County Superior Court, Case No. 30-2015-00803197-CU-OE-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ramos v. Countrywide - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Chavez & Gertler

Rangel v. Balboa Ambulance - Class Certification Granted, Settled
San Diego County Superior Court, Case No.
Nature of Case: Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Ray v. Lawyers Title, Fidelity National, Commonwealth Land Title, Chicago Title - Settled
Orange County Superior Court, Case No. 30-2010-00359306
Nature of Case: Failure to Pay Severance Wages
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Redin v. Sterling Trust - Settled
Los Angeles Superior Court
Nature of Case: Breach of Fiduciary Duties of IRA Administrator
Plaintiff's Counsel: Blumenthal & Nordrehaug

Renazco v. Unisys Technical Services, L.L.C. - In Litigation
San Francisco County Superior Court, Case No. CGC-14-539667
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Reynolds v. Marlboro/Philip Morris U.S.A. - Reversed on Appeal
United States Court of Appeals for the Ninth Circuit, Case No. 08-55114
U.S. District Court, Southern District of California, Case No. 05 CV 1876 JAH
Nature of Case: Unfair Competition, Violation of Civil Code §1749.5
Plaintiff's Counsel: Blumenthal & Nordrehaug

Rezec v. Sony – Settled
San Diego Superior Court
Nature of Case: Fraudulent Advertising
Plaintiffs' Counsel: Blumenthal & Nordrehaug, Prongay & Borderud; The Cifarelli Law Firm

Rix v. Lockheed Martin Corporation - Settled
U.S. District Court, Southern District of California, Case No. 09-cv-2063
Nature of Case: Misclassification, Overtime, Labor Code Violations, FLSA
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Rieve v. Coventry Health Care -
Summary Judgment *Sua Sponte* Granted for Plaintiff,
Rieve v. Coventry Health Care, Inc., 870 F. Supp. 2d 856 (C.D. Cal. 2012)
Settled
Nature of Case: Misclassification, Overtime, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Ritchie v. Mauran Ambulance Services, Inc. - Settled
Los Angeles County, Case No. BC491206
Nature of Case: Unfair business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Rivers v. Veolia Transportation Services -
Class Certification Granted;
Settled;

Sonoma County Superior Court, Case No. SCV 255350
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Roeh v. JK Hill - Settled

San Diego Superior Court, Case No. 37-2011-00089046
Nature of Case: Unfair Competition, Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

RocheFord v. SC&E Administrative Service - Settled

Orange County Superior Court
Nature of Case: Auto Warranty Fraud
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Greco, Traficante & Edwards;
Gerard, Osuch & Cisneros, LLP

Rodriguez v. Protransport-1, LLC - Settled

San Francisco County Superior Court, Case No. CGC-12-522733
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Romero v. Central Payment Co., LLC - Settled

Marin County Superior Court, Case No. CIV 1106277
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salas v. Evolution Hospitality, LLC - Settled

San Diego County Superior Court, Case No. 37-2012-00083240-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Salem v. Alliance Human Services, Inc. - In Litigation

San Diego County Superior Court, Case No. CIVRS1401129
Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sanchez v. Beena Beauty Holding, Inc. d/b/a Planet Beauty - In Litigation

Los Angeles County Superior Court, BC566065
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Santone v. AT&T – Settled

United states District Court, Southern District of Alabama
Nature of Case: Unconscionable Business Practices
Plaintiff's Counsel: Blumenthal & Nordrehaug, Morris & Associates

Santos v. Sleep Train (Sleep Train Wage and Hour Cases) - Settled

Orange County Superior Court, Case No. 30-2008-00214586
San Francisco County Superior Court, Case No. JCCP 4553
Nature of Case: Commission Sales Employee Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Saravia v. O.C. Communciations - In Litigation

Scarmaento County Superior Court, Case No.

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sawyer v. Vivint, Inc. – In Litigation

U.S. District Court, Northern District of Illinois, Case No. 1:14-cv-08959

Nature of Case: Overtime, Illinois Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Mark King, Esq.

Sayaman v. Baxter Healthcare - Settled

U.S. District Court, Central District of California, Case No. CV 10-1040

Nature of Case: Lab Technician Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Schuler v. Ecolab, Inc. - In Litigation

U.S. District Court, Southern District of California, Case No. 3:10-cv-02255

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Schulz v. Qualxserv, LLC / Worldwide Techservices - Class Certification Granted, Settled

U.S. District Court, Southern District of California, Case No. 09-cv-0017

Nature of Case: Overtime and Labor Code Violations, Expense Reimbursement

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Krutcik & Georggin; United Employees Law Group

Scott v. Blockbuster, Inc. – Settled

Count of Appeals, Ninth District of Texas, Beaumont, Texas

Nature of Case: Unlawful Late Fees

Plaintiff's Counsel: Blumenthal & Nordrehaug, Brothers & Thomas, LLP, Vaughan O. Stewart

Serrato v. Sociedad Textil Lonia, Corp. - Settled

San Diego County Superior Court, Case No. 37-2012-00101195-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Shrivastara v. Fry's Electronics - Settled

Santa Clara County Superior Court, Case No. 111cv192189

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sierra v. Oakley Sales Corp. - In Litigation, On Appeal

Orange County Superior Court, U.S. District Court Central District of California; U.S. Court of Appeals 9th Circuit

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sirota v. Swing-N-Slide - Settled

Wisconsin District Court, County of Rock Wisconsin, Case No. 95CV726J

Nature of Case: Fraudulent Stock Buy Back-Derivative Claim

Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill; Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Skillett v. FPI Management, Inc. - In Litigation

Sacramento County Superior Court, Case No. 34-2014-00173218

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Small v. Kaiser Foundation Hospitals - Settled

San Diego County Superior Court, Case No. 37-2011-00099011-CU-OE-CTL

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Smith v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Southern District of California, Case No. 08-cv-02353

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Smith v. Fedex Ground Package system, Inc. - In Litigation

Alameda County Superior Court, Case No. RG14734322

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Sones v. World Savings / Wachovia - Settled

U.S. District Court, Northern District of California, Case No. 3:08-cv-04811

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Spradlin v. Trump - In Litigation

U.S. District Court, District of Nevada, Case No. 2:08-cv-01428

Nature of Case: Securities Violations and Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates; Burton Wiand, Esq.; Beck & Lee

Steele v. Kaiser Foundation Health Plan - Settled

U.S. District Court, Northern District of California, Case No. 07-5743

Nature of Case: Kaiser Employee Misclassification, Overtime, Labor Code Violations, FLSA

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Steffan v. Fry's Electronics, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 1-13-CV-254011

Nature of Case: Employee Misclassification Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; David Pourati, A Professional Corporation

Steroid Hormone Product Cases - Decision on Appeal in Favor of Plaintiff, Settled

Los Angeles Superior Court, JCCP4363

Nature of Case: Unfair Competition - Sale of Illegal Products

Plaintiff's Counsel: Blumenthal & Nordrehaug; Clark & Markham; Trenam, Kemker, Scharf, Barkin, Frye, O'Neill & Mullis, P.A.

Stevens v. Robinsons-May - Settled

San Diego Superior Court

Nature of Case: Unfair Business Practices-Failure to Pay for Vacation Time

Plaintiff's Counsel: Blumenthal & Nordrehaug

Strauss v. Bayer Corporation – Settled

United States District Court, District of Minnesota

Nature of Case: Baycol Products Liability Litigation

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Fleishman & Fisher

Sustersic v. International Paper Co. - Settled

Orange County Superior Court, Case No. 30-2009-00331538

Nature of Case: Failure to Pay Earned Vacation; Violation of Labor Code 227.3

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Law Offices of William H. Steiner

Sutton v. Seasons Hospice & Palliative Care of California, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC590870

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Swartout v. First Alarm Security & Patrol, Inc. - Settled

Santa Clara County Superior Court, Case No. 112-cv-231989

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Talamantez v. The Wellpoint Companies, Inc. - Settled

U.S. District Court, Central District of California, Case No. 12-cv-08058

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Tan v. California State Automobile Assn. - Class Certification Granted, Settled

U.S. District Court, Central District California, Case No. 07cv1011

Orange County Superior Court, Case No. 30-2008-00231219

Nature of Case: IT Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik, United Employees Law Group

Tauber v. Alaska Airlines, et al. - Settled

Los Angeles Superior Court

Nature of Case: Unfair Business Practice - Employment Practices, Violation of Labor Code 450

Plaintiff's Counsel: Blumenthal & Nordrehaug

Thai v. Staff Assistance, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC567943

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas v. Stanford Health Care d/b/a Stanford University Medical Center - In Litigation

Santa Clara County Superior Court, Case No. 1-14-cv-273362

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Thomas-Byass v. Michael Kors Stores (California), Inc. - Settled

U.S. District Court Central District of California, Case No. 5:15-cv-00369-JGB

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Trujillo v. LivHome - Settled

Orange County Superior Court, Case No. 30-2008-00100372

San Diego County Superior Court, Case No. JCCP4570

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; United Employees Law Group

Tull v. Stewart Title - Settled

U.S. District Court, Southern District California, Case No. 08-CV-1095

Nature of Case: Title Officer and Escrow Officer Misclassification, FLSA, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Pettersen & Bark

Turner v. C.R. England - In Litigation

U.S. District Court Central District of California, Case No. 5:14-cv-02207-PSG

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Turner v. Ampac Fine Chemicals, LLC - In Litigation

Sacramento County Superior Court, Case No. 34-2015-00176993

Nature of Case: Employee Misclassification, Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Valadez v. Schering-Plough - Dismissed

U.S. District Court, Southern District California, Case No. 10-CV-2595

Nature of Case: Pharmaceutical Sales Representative Misclassification, Overtime

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Van Gorp v. Ameriquest Mortgage/Deutsche Bank - Settled

U.S. District Court, Central District of California, Case No. SACV05-907 CJC (ANx)

Nature of Case: Overtime

Plaintiff's Counsel: Blumenthal and Nordrehaug

Varela v. The Walking Company - In Litigation

Los Angeles County Superior Court, Case No. BC562520

Nature of Case: Unfair Business practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Veloz v. Ross Dress For Less, Inc. - In Litigation

Los Angeles County Superior Court, Case No. BC485949

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vogel v. Price-Simms, Inc. - In Litigation

Santa Clara County Superior Court, Case No. 114CV261268

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik; Webb & Bordson, APC

Vrab v. DNC Parks & Resorts at Tenaya, Inc. - Settled

Mariposa County Superior Court, Case No. 0010225

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal Nordrehaug & Bhowmik

Vultaggio-Kish v. Golden State Lumber, Inc. - Settled

San Mateo County Superior Court, Case No. CIV 516631

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Law Offices of Dan Price

Wadhwa v. Escrow Plus - Settled

Los Angeles Superior Court

Nature of Case: Investment Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Waldhart v. Mastec North Amercia, Inc. - In Litigation

San Bernardino County Superior Court, Case No. CIVDS1419318

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walker v. Brink's Global Services USA, Inc. & Brinks Incorporated - In Litigation

Los Angeles County Superior Court, Case No. BC564369

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Walsh v. Apple, Inc. - Settled

U.S. District Court, Northern District California, Case No. 08-04918

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Webb v. Sodexo, Inc. & SDH Services West, LLC - In Litigation

San Joaquin County Superior Court, Case No. 39-2015-00324813-CU-OE-STK

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Weinman v. Midbar Condo Development (Las Vegas One) - Settled

U.S. District Court, District of Nevada, Case No. 2:08-cv-00684

Nature of Case: Fraud in the sale of Condo/Hotel Units, ILSA

Plaintiffs' Counsel: Blumenthal, Nordrehaug & Bhowmik; Gerard & Associates

Weltman v. Ortho Mattress - Class Certification Granted, Settled

U.S. District Court, Southern District California, Case No. 08-cv-0840

Orange County Superior Court, Case No. 30-2009-00327802

Nature of Case: Sales Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

West v. Jerome's Furniture Warehouse - Settled

Sacramento County Superior Court, Case No. 34-2013-00147707-CU-OE-GDS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wheat v. Jerome's Furniture Warehouse - Settled

San Diego County Superior Court, Case No. 37-2012-00094419-CU-OE-CTL

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wietzke v. Costar Realty - Settled

U.S. District Court, Southern District California, Case No. 09-cv-2743

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Williams v. Lockheed Martin Corporation - Settled

U.S. District Court, Southern District California, Case No. 3:09-cv-01669

Nature of Case: Computer Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Wilson v. Wal-Mart Associates, Inc. - In Litigation

U.S. District Court Central District of California, Case No. 8:14-cv-1021-FMO

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Winston v. Lemoire Transportation, Inc. - In Litigation

Contra Costa County Superior Court, Case No. C-15-00897

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Wise v. Cubic - Settled

U.S. District Court, Southern District California, Case No. 08-cv-2315

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Witman v. Level 3 Communications - Settled

San Diego County Superior Court, Case No. 37-2012-00091649-CU-OE-CTL

Nature of Case: Unpaid Commissions and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik

Yam v. Kaiser Foundation Hospitals - Settled

U.S. District Court, Northern District California, Case No. 10-cv-05225-SBA

Nature of Case: Employee Misclassification, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; United Employees Law Group

Zugich v. Wells Fargo Bank - Settled

San Francisco Superior Court

Nature of Case: Unfair Business Practices-Force Ordered Insurance Overcharges

Plaintiff's Counsel: Blumenthal & Nordrehaug

Zurlo v. Mission Linen - Settled

U.S. District Court, Central District, Case No. 08cv1326

Nature of Case: Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal & Nordrehaug

CO-COUNSEL - Class Actions

Baxt v. Scor U.S. - Settled

Delaware Court of Chancery

Nature of Case: Takeover

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Rosenthal, Monhait, Gross & Goddess, P.A.

Bronson v. Blech Securities - Settled

U.S. District Court, Southern District of New York

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg; Weiss, Bershad, Hynes & Lerach;
Kaplan, Kilsheimer & Fox; Berstein, Liebhard & Lifshitz; Berstein & Ostraff; Law Office of
Dennis J. Johnson; John T. Maher; Sullivan Hill; Weil, Gotshal & Manges; Paul, Hastings,
Janofsky & Walker; Andrews & Kurth; Paul, Weiss, Rifkind, Wharton & Garrison; Wolff &
Samson; Heller, Horowitz & Feit, P.C.; Shereff, Friedman, Hoffman & Goodman, LLP;
Debevoise & Plimpton; Smith, Campbell, Paduano; Thelen, Marrin, Johnson & Bridges; The
Offices of Robert Swetnick; Crummy Del Deo; Robinson, Silverman, Pearce, Aronsohn &
Berman; Buchanan Ingersoll, P.C.; Morgan, Lewis & Bockius, Schwartz, Kelm, Warren &
Ramirez; Porter & Hedges, L.L.P.; MicroProbe Corp.; NeoRX Corp.; Solomon, Zauderer,
Ellenhorn, Frischer & Sharp;

Castro & Cardwell v. B & H Education, Inc. - Settled

Los Angeles Superior Court Case No. BC456198

Nature of Case: Overtime and Labor Code Violations; Unfair Competition

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Aequitas Law Group

Caushon v. General Motors Corp. - Settled

In re Automobile Antitrust Cases

San Diego Superior Court, coordinated in San Francisco

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug

Dibella v. Olympic Financial - Settled

U.S. District Court, District of Minnesota

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Doyle v. Lorna Jane USA, Inc. – Settled

Los Angeles County Superior Court, Case No. BC526837

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Lipow & Harris

Estrella v. B-Per Electronic, Inc. & My Wireless, Inc. - Settled

San Diego County Superior Court, Case No. 37-2013-00048951-CU-OE-CTL

Nature of Case: Unfair Competition, Minimum Wages, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Ferrari v. Read-Rite - Settled

U. S. District Court, Northern District of California

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Forever 21 Wage and Hour Cases - Settled

San Diego County Superior Court, JCC Proceeding No. 4745

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Norton & Melnik; Kitchin Legal; The Buxner Law Firm; Miller & Ayala, LLP; Webb & Bordson, APC; Law Office of Jennifer Hart; Olsen Law Offices, APC

Hart v. United States Tobacco Co. - Settled

Los Angeles Superior Court

Coordinated in Smokeless Tobacco Litigation

Nature of Case: Unfair Competition; Antitrust

Plaintiff's Co-Counsel: Blumenthal & Nordrehaug; the Cuneo Law Group P.C.; Gordon Ball

In re Bank of America Wage and Hour Employment Practices Litigation - Settled

U.S. District Court, District of Kansas, Case No. MDL 2138

Nature of Case: Employment Claims under FLSA and California Labor Code

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Marlin & Saltzman; Stueve Siegel Hanson; United Employees Law Group

In re Walgreen Co. Wage and Hour Litigation - Settled

U.S. District Court, Central District of California, Case No. 11-cv-07664

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Co-Counsel: Blumenthal, Nordrehaug & Bhowmik; Scott Cole & Associates; Marlin & Saltzman; Malk law Firm; Ackermann & Tilajef; Marcarian Law Firm; Aiman-Smith and Marcy; Orshansky and Yeremian LLP, Aequitas Law Group APLC

Jackson v. Fresh & Easy Neighborhood Market Inc. – Settled

Los Angeles County Superior Court, Case No. BC497964; U.S. Bankruptcy Court District of Delaware Case No. 13-12569 (KJC)

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; The Carter Law Firm; The Cooper Law Firm; Aegis Law Firm, PC; Jose Gray, APLC

Jordan/Ramos v. DMV - Judgment for Plaintiff, Affirmed on appeal

Superior Court, Sacramento

Nature of Case: Commerce Clause Violation - Tax declared unconstitutional -

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach; Weiss & Yourman; Sullivan Hill.

Kensington Capital v. Oakley - Settled

U. S. District Court, Southern District of California

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Kensington Capital v. Vesta - Settled

U. S. District Court, Northern District of Alabama

Nature of Case: Securities Fraud

Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach

Lopez v. Tire centers, LLC - Settled

U.S. District Court Northern District of California, Case No. 3:13-cv-05444-JCS

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Dychter Law Offices, APC

Manaster v. SureBeam - Settled

United States District Court
Nature of Case: Violation of Securities Act
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg Weiss Bershad Hynes & Lerach

Miller v. Western Athletic Clubs, LLC - Settled
Santa Clara County Superior Court, Case No. 112-cv-228670
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Rukin Hyland Doria & Tindall LLP;
Velton Zegelman P.C.

Moffett v. WIS International - Settled
San Diego County Superior Court, Case No. 37-2011-00099909-CU-OE-CTL
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Emge & Associates; Law Office of
David A. Huch

Perez v. Urban Outfitters, Inc. - In Litigation
U.S. District Court Northern District of California, Case No. 13-cv-02628-JSW
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Capstone Law APC

Ridgewood Capital Management v. Gensia - Settled
U.S. District Court, Southern District of California, #CV-92-1500H
Plaintiffs' Counsel: Barrack, Rodos & Bacine; Kaplan, Kilsheimer & Fox; Wolf, Popper, Ross,
Wolf & Jones; Law Offices of Joseph H. Weiss; Kaufman, Malchman, Kaufman & Kirby;
Sullivan Hill; Blumenthal & Nordrehaug

Sandoval v. Redfin Corporation - In Litigation
U.S. District Court Northern District, Case No. 3:14-cv-04444-SC
Nature of Case: Employee Misclassification, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Khoury, Cohelan & Singer

Shurman v. Scimed - Settled
State of Minnesota District Court, Fourth District, #94-17640
Plaintiffs' Counsel: Blumenthal & Nordrehaug; Milberg, Weiss, Bershad, Hynes & Lerach;
Kaplan, Kilsheimer & Fox; Sullivan Hill; Law Offices of Lawrence G. Soicher

Sioson v. AMP Holding, Inc. - Settled
Orange County Superior Court, Case No. 30-2013-00663825
Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations
Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Olsen Law Offices

Sirota v. Swing-N-Slide - Settled
Wisconsin District Court, County of Rock Wisconsin
Nature of Case: Fraudulent Stock Buy-Back-Derivative Claim
Plaintiff's Counsel: Blumenthal & Nordrehaug; Sullivan Hill;
Milberg, Weiss, Bershad, Hynes & Lerach; Nowlan & Mouat

Slatton v. G.E. Capital Mortgage Services - Settled
Camden County Superior Court, New Jersey, #CAML0256198
Nature of Case: Forced order insurance

Plaintiff's Counsel: Blumenthal & Nordrehaug

Somkin v. Molten Metal - Settled

U.S. District Court, District of Massachusetts, #9710325PBS

Nature of Case: Securities Fraud

Plaintiff's Counsel: Blumenthal & Nordrehaug

Sparks v AT&T - Settled

Illinois District Court - Madison County

Deceptive Practice claim - Leased consumer telephone equipment

Plaintiff's counsel - Carr Korein Tillery; Blumenthal & Nordrehaug; Whatley Drake

Sullivan v. Lyon Management Group - Settled

Orange County Superior Court, Case No. 30-2013-00649432-CU-BT-CXC

Nature of Case: Unfair Business Practices, Overtime and Labor Code Violations

Plaintiff's Counsel: Blumenthal, Nordrehaug & Bhowmik; Webb & Bordson, APC

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EXHIBIT #2

1 [COUNSEL LISTED ON FOLLOWING PAGE]
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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN MATEO**
10 **CIVIL COMPLEX DEPARTMENT**
11

12 SOLARCITY WAGE AND HOUR CASES,
13 Coordination Proceeding
14 Special Title (CRC Rule. 3.550)
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Pursuant to Judicial Council Coordination
Proceedings No. JCCP 4945

*[Irving v. SolarCity Corp., San Mateo
Superior Court, Case No. CIV 525975 and
Thomas v. SolarCity Corp., San Diego
County Superior Court, Case No. 37-2017-
00018317]*

Department 2, Hon. Marie S. Weiner
Assigned Coordination Trial Judge

**JOINT STIPULATION OF CLASS
SETTLEMENT AND RELEASE**

Petition Filed: Sept. 20, 2017
Petition Granted: Dec. 18, 2017

1 BLUMENTHAL, NORDREHAUG & BHOWMIK LLP
2 NORMAN B. BLUMENTHAL (SBN 068687)
3 KYLE R. NORDREHAUG (SBN 205975)
4 APARAJIT BHOWMIK (SBN 248066)
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10 Attorneys for Plaintiff
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Attorneys for Defendant
SOLARCITY CORPORATION

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I. CONDITIONAL NATURE OF STIPULATION

Furthermore, in the event that the Court does not enter the Approval Order, or a Judgment is not entered in the Lawsuits, or the conditions precedent are not met for any reason, this Stipulation shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiations, terms, and entry of the Stipulation shall remain subject to the provisions of California Evidence Code Sections 1119 and 1152 and any other analogous rules of evidence that might apply.

¹ The capitalized terms are defined in Section III unless otherwise noted.

1 grounds, including, without limitation, the ability to challenge class or representative action
2 treatment on any grounds, as well as asserting any and all other potential defenses or privileges.
3 The Class Representatives and Class Counsel agree that SolarCity retains and reserves these
4 rights. Specifically, the Class Representatives and Class Counsel agree not to argue or present any
5 argument that, in the event this Stipulation is not approved in full, SolarCity could not contest any
6 class action certification on any grounds, or assert any and all other potential defenses and
7 privileges if the Lawsuits were to proceed. The Class Representatives and Class Counsel hereby
8 waive such arguments and agree they will not take a position contrary to this provision in the
9 event this Stipulation is not approved in full.

10 **II. PARTIES TO STIPULATION**

11 This Stipulation is made and entered into by and among the following Settling Parties: (i)
12 the Class Representatives (on behalf of themselves and each of the Class Members), with the
13 assistance of Class Counsel; and (ii) SolarCity, with the assistance of its counsel. The Settling
14 Parties intend this Stipulation to fully, finally, and forever resolve, discharge, and settle the
15 Released Claims upon and subject to the terms and conditions hereof.

16 **III. DEFINITIONS**

17 As used in this Stipulation, the following terms shall have the meanings specified below:

18 3.1 “Alleged Claims” means the class claims that are alleged in the operative
19 complaints in *Irving v. SolarCity Corp.*, Case No. CIV 525975, and *Thomas v. SolarCity Corp.*,
20 Case No. 37-2017-00018317, including, but not limited to the following causes of action: Unfair
21 Competition, Cal. Bus. & Prof. Code §§ 17200, *et seq.*; Failure to Pay Overtime Wages, Cal. Lab.
22 Code §§ 510 *et seq.*; Failure to Provide Accurate Itemized Statements, Cal. Lab. Code § 226;
23 Failure to Provide Wages When Due, Cal. Lab. Code §§ 201, 202 and 203; and Violation of the
24 Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*

25 3.2 “Approval Order” means an Order Granting Final Approval of the Settlement of
26 the Lawsuits.

27 3.3 “Attorneys’ Fees” means the fees for work performed by Class Counsel and
28 approved for reimbursement by the Court as set forth in Section 9 of this Stipulation.

1 3.4 “Claims Administrator” means the administrator whom the Parties have selected to
2 administer this Settlement. The Parties may, at a later date, jointly select a different claims
3 administrator, subject to the approval of the Court.

4 3.5 “Claims Administration Costs” means the fees and expenses reasonably and
5 necessarily incurred by the Claims Administrator as a result of performing the settlement
6 administration procedures and functions expressly required in this Stipulation and shall include
7 all costs of administering the Settlement, including, but not limited to, all tax document
8 preparation, custodial fees, and accounting fees incurred by the Claims Administrator; all costs
9 and fees associated with preparing, issuing and mailing any and all notices and other
10 correspondence to Class Members; all costs and fees associated with computing, processing,
11 reviewing, and paying the Settlement Payments, and resolving disputed claims; all costs and fees
12 associated with calculating tax withholdings and payroll taxes and making related payment to
13 federal and state tax authorities and issuing tax forms relating to payments made under the
14 Settlement; all fees and costs associated with any other payments to be made out of or into the
15 QSF; all costs and fees associated with preparing any tax returns and any other filings required by
16 any governmental taxing authority or agency; all costs and fees associated with preparing any
17 other notices, reports, or filings to be prepared in the course of administering disbursements from
18 the QSF; and any other costs and fees incurred and/or charged by the Claims Administrator in
19 connection with the execution of its duties under this Stipulation, which shall not exceed \$40,000.

20 3.6 “Class” and “Class Members” mean all individuals who worked for SolarCity in
21 California as a commissioned salesperson who were classified as non-exempt from December 24,
22 2009 to the date of filing of the motion for preliminary approval (the “Class Period”).

23 3.7 “Class Counsel” means:

24 NORMAN B. BLUMENTHAL, State Bar No. 068687
25 KYLE R. NORDREHAUG, State Bar No. 205975
26 APARAJIT BHOWMIK, State Bar No. 248066
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3 Irvine, CA 92614

4 SHAUN SETAREH, State Bar No. 204514
5 THOMAS SEGAL, State Bar No. 222791
6 Setareh Law Group
7 9454 Wilshire Boulevard, Ste. 907
8 Beverly Hills, California 90212

9 3.8 “Class Period” means the period of time running from December 24, 2009 to the
10 date of filing of the motion for preliminary approval.

11 3.9 “Class Representatives” and “Plaintiffs” mean Plaintiffs Anita Irving, Les Thomas,
12 Breana Daugherty, Jason Wool, Felicia Kim, individually and collectively.

13 3.10 “Court” means the Superior Court for the State of California, County of San Mateo,
14 which is the court in which the Lawsuits are pending.

15 3.11 “Day” means calendar day, unless expressly stated otherwise.

16 3.12 “Defendant” and “SolarCity” mean Defendant SolarCity Corporation.

17 3.13 “Defendant’s Counsel” or “SolarCity’s Counsel” means:

18 ANDREW R. LIVINGSTON, State Bar No. 148646
19 Orrick, Herrington & Sutcliffe LLP
20 THE ORRICK BUILDING
21 405 Howard St.
22 San Francisco, CA 94105-2669

23 3.14 “Effective Date” means the date on which the Court’s Approval Order becomes final.
24 For purposes of this paragraph, the Court’s Approval Order “becomes final” upon the last to
25 occur of the following: (a) the date of final affirmance on appeal of the Judgment; (b) the date of
26 final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to
27 review the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or
28 noticing of any appeal from the Court’s Judgment.

3.15 “Gross Settlement Amount” is the sum of One Million Seven Hundred Eighty
Thousand U.S. Dollars (\$1,780,000.00), which includes Class Counsel’s Attorneys’ Fees,
Litigation Expenses, Claims Administration Costs, the PAGA Penalty Payment, all Settlement
Payments to Settlement Class Members, the Service Enhancement Payments to the Class

1 Representatives and the employer's share of payroll taxes as provided herein below. The Gross
2 Settlement Amount is the maximum amount SolarCity may be required to pay under this
3 Settlement. The Gross Settlement Amount shall be all-in with no reversion to Defendant.

4 3.16 "*Irving Case*" means *Irving v. SolarCity Corp.*, San Mateo Superior Court, Case No.
5 CIV 525975.

6 3.17 "Judgment" means the judgment entered by the Court certifying the Settlement Class
7 pursuant to this Stipulation following the granting of the Approval Order.

8 3.18 "Judicial Coordination" means coordination of the *Irving* and *Thomas* Lawsuits for
9 settlement purposes under Code of Civil Procedure § 404.

10 3.20 "Lawsuits" or "Actions" means the actions entitled and operative complaints on file
11 in *Irving v. SolarCity Corporation*, Case No. CIV 525975, and *Thomas v. SolarCity Corp.*, Case
12 No. 37-2017-00018317, coordinated as the SolarCity Wage and Hour Cases, JCCP No. 4945.

13 3.21 "Litigation Expenses" means those expenses and costs of litigation incurred by Class
14 Counsel as per their billing statements and approved for reimbursement by the Court as set forth
15 in Section 9 of this Stipulation.

16 3.22 "LWDA" means the California Labor and Workforce Development Agency.

17 3.23 "Net Settlement Fund" means the Gross Settlement Amount less the Attorneys'
18 Fees, Litigation Expenses, Claims Administration Costs, the PAGA Penalty Payment, the
19 employer's share of payroll taxes, and the Service Enhancement Payments to the Class
20 Representative. To the extent the Court does not approve the full requested amount of Attorneys'
21 Fees, Litigation Expenses, Service Enhancement Payments, employer's share of payroll taxes, or
22 Claims Administration Costs, the Net Settlement Fund will increase accordingly.

23 3.24 "Notice of Pendency of Class Action Settlement And Final Hearing" or "Notice"
24 shall mean the notice of this Settlement to be provided to Class Members, in the same or
25 substantially same form as set forth in Exhibit A to this Agreement, pending approval by the
26 Court.

27 3.25 "Notice Packet" refers collectively to the documents mailed to the Class Members
28 pursuant to the terms of this Stipulation, and includes the following documents: (1) Notice

1 (**Exhibit A**); (2) Dispute Form (**Exhibit B**); (3) a Change of Address Form (**Exhibit C**); and (4) a
2 pre-printed return envelope addressed to the Claims Administrator.

3 3.26 “Notice Period” means a period of forty-five (45) days from the date the Claims
4 Administrator mails the Notice Packet to Class Members. If the 45th day falls on a Sunday or
5 holiday, the Notice Period shall end on the next business day that is not a Sunday or holiday.

6 3.27 “Notice Period Deadline” shall be the date forty-five (45) days, subject to Court
7 approval, after the Notice Packet is first mailed to the Class Members by the Claims
8 Administrator for Class Members to submit a dispute.

9 3.28 “Opt-Out/Object Deadline” shall be the date forty-five (45) days, subject to Court
10 approval, after the Notice Packet is first mailed to the Class Members by Claims Administrator
11 for Class Members to submit a Request for Exclusion or objection to the Settlement.

12 3.29 “PAGA Penalty Payment” means the amount of Twenty-Five Thousand U.S. Dollars
13 (\$25,000.00) to be paid to settle any and all Alleged Claims for which penalties under
14 California’s Private Attorney General Act (“PAGA”), California Labor Code Section 2698, et
15 seq., may be sought or are otherwise available, as set forth in Section 8.2 of this Stipulation.

16 3.30 “Parties” mean the Plaintiffs/Class Representatives and SolarCity.

17 3.31 “Preliminary Approval Date” means the date the Court enters an order preliminarily
18 approving of the Settlement.

19 3.32 “QSF” shall mean the Qualified Settlement Fund established by the Claims
20 Administrator for the benefit of the Class Members and from which the Settlement Payments and
21 if applicable, payroll taxes shall be paid.

22 3.33 “Reasonable Address Verification Measure” means utilization of the National
23 Change of Address Database maintained by the United States Postal Service, mail forwarding
24 information, and any other information source used by the Claims Administrator consistent with
25 its scope of work and estimate.

26 3.34 “Released Claims” shall have the meaning set forth in Section 13 of this Stipulation.

27 3.35 “Released Parties” means SolarCity and each and all of its respective past and
28 present parents, subsidiaries, affiliated companies and corporations, and each and all of their

1 respective past and present directors, officers, managers, employees, general partners, limited
2 partners, principals, agents, insurers, reinsurers, shareholders, attorneys, advisors, representatives
3 predecessors, successors, divisions, joint venturers, assigns, or related entities, and each and all of
4 their respective executors, successors, assigns and legal representatives.

5 3.36 “Request for Exclusion” means the document which a Class Member must timely
6 submit to request exclusion from the Settlement.

7 3.37 “Service Enhancement Payment” shall have the meaning set forth in Section 8.5 of
8 this Stipulation.

9 3.38 “Settlement” means the terms and conditions set forth in this Stipulation.

10 3.39 “Settlement Class” and “Settlement Class Member” mean all Class Members who
11 have not validly and timely opted out of the Settlement after Notice by submitting a timely and
12 valid Request for Exclusion and thus who will become bound by the Judgment if and once the
13 Effective Date occurs.

14 3.40 “Settlement Payment” means the total, gross amount due to an individual Settlement
15 Class Member, which shall be calculated as described in Section 8 of this Stipulation.

16 3.41 “Stipulation,” “Stipulation of Settlement,” and “Agreement” means this particular
17 agreement entered into by the Parties to effectuate the terms of the Settlement.

18 3.42 “Updated Address” means a mailing that was updated via Reasonable Address
19 Verification measures or via an updated mailing address provided by the United States Postal
20 Service, a Settlement Class Member, or any other valid source.

21 3.42 “Verified Workweeks” means the total number of Work Weeks (as defined in
22 Section 3.44 below) as verified by SolarCity prior to Preliminary Approval pursuant to paragraph
23 8.4 below.

24 3.43 “Work Weeks” means the total number of weeks worked by a Class Member during
25 the Class Period, rounded up to the next full week.

26 **IV. PROCEDURAL BACKGROUND**

27 On December 24, 2013, Anita Irving on behalf of herself and putative class members,
28 filed a lawsuit against SolarCity in San Mateo Superior Court, entitled *Irving v. SolarCity Corp.*,

1 Case No. CIV 525975. In it, she alleged violations of the California Labor Code, Unfair
2 Competition Law, and Private Attorneys General Act (see “Alleged Claims,” Section 3.1 above).
3 SolarCity moved to compel arbitration, and on December 16, 2014, the Court granted the request
4 with respect to Plaintiff’s individual claims and denied it with respect to the Private Attorneys
5 General Act (“PAGA”) claims. The Court of Appeal affirmed the Court’s ruling. In October
6 2017, the Court stayed the case until January 9, 2018 to allow for mediation.

7 *Thomas v. SolarCity Corp.*, Case No. 37-2017-00018317, was filed in San Diego County
8 Superior Court on May 19, 2017 and involved wage and hour claims similar to those in *Irving*.
9 *Irving* and *Thomas* were judicially coordinated as Case No. JCCP 4945. On January 9, 2018, the
10 coordinated cases, referred to as the SolarCity Wage and Hour Cases, were assigned to the
11 Honorable Marie Weiner.

12 On July 26, 2017, Jason Wool and Felicia Kim each filed class, representative, and
13 individual claims in the United States District Court for the Southern District of California,
14 alleging violations of the California Labor Code, Unfair Competition Law, Private Attorneys
15 General Act, and the Fair Labor Standards Act based on their employment for SolarCity in
16 commissioned salesperson positions that SolarCity considered exempt (“exempt claims”) as well
17 as positions that SolarCity considered non-exempt (“non-exempt claims”). Their non-exempt
18 claims were substantially similar to the claims brought in *Thomas* and *Irving*. Wool and Kim each
19 settled their exempt claims against SolarCity on an individual basis, and such claims were
20 dismissed from the federal case with prejudice on March 29, 2018. As a material condition of the
21 settlement of their exempt claims, SolarCity agreed that Wool and Kim could bring their non-
22 exempt claims in the Lawsuits and that they could be added to the Lawsuits as named plaintiffs
23 and proposed class representatives. Accordingly, Wool and Kim’s non-exempt claims were
24 dismissed from the federal case without prejudice on March 29, 2018.

25 Daugherty has dismissed without prejudice the matter pending in the United States
26 District Court for the Northern District of California entitled *Daugherty v. SolarCity Corporation*,
27 Case No. 16-CV-05155 WHA. Daugherty, together with Kim and Wool, will be added to the
28 Lawsuits as named plaintiffs and proposed class representatives in conjunction with the motion

1 for preliminary approval.

2 The Parties in the above actions, including Wool, Kim, and Daugherty have conducted
3 discovery and exchanged detailed information and data concerning the claims, defenses, and
4 alleged damages at issue in the Lawsuits. On December 12, 2017, the parties in the *Irving* and
5 *Thomas* cases, as well as Wool, Kim, and Daugherty, jointly attended mediation. The parties did
6 not resolve the cases at the mediation, but continued settlement discussions throughout the next
7 several months. On May 15, 2018, the parties executed a Memorandum of Understanding in
8 which they agreed to fully settle the *Irving* and *Thomas* matters, resolving all cases currently
9 coordinated before the Court.

10 **V. DEFENDANT’S DENIAL OF LIABILITY**

11 SolarCity specifically and generally denies any and all liability or wrongdoing of any sort
12 with regard to any of the Alleged Claims, makes no concessions or admissions of liability of any
13 sort. SolarCity maintains that for any purpose other than settlement, the Lawsuits are not
14 appropriate for class action treatment pursuant to California Code of Civil Procedure § 382, and
15 that had this matter proceeded, SolarCity would have continued to oppose class certification
16 pursuant to California Code of Civil Procedure § 382. Nonetheless, SolarCity has concluded that
17 further litigation would be protracted, distracting, and expensive, and that it is desirable that the
18 Lawsuits be fully and finally settled in the manner and upon the terms and conditions set forth in
19 this Stipulation. SolarCity has also taken into account the uncertainty and risks inherent in any
20 litigation. SolarCity has therefore determined that it is desirable and beneficial to settle the
21 Lawsuits in the manner and upon the terms and conditions set forth in this Stipulation.

22 The Parties agree there is a bona fide dispute as to whether wages are owed to Plaintiffs
23 and the Class Members and neither this Stipulation, nor the Settlement-related documents, nor the
24 Settlement shall be construed as an admission of either fact or law on any issue by any Party.

25 **VI. CLAIMS OF THE CLASS REPRESENTATIVES AND BENEFITS OF THE**
26 **SETTLEMENT**

27 The Class Representatives and Class Counsel believe that the claims asserted in the
28 Lawsuits have merit and that evidence developed to date supports the claims. However, the Class

Representatives and Class Counsel recognize and acknowledge the significant expense, resource and time required to continue proceedings necessary to prosecute the Lawsuits against SolarCity through trial and through appeals. The Class Representatives and Class Counsel have also taken into account the uncertain outcome and the risks of litigation, the difficulties and delays inherent in this and similar litigation, and of the challenges of maintaining class certification and the problems of proving liability and damages and SolarCity's possible defenses. Based upon their evaluation, the Class Representatives and Class Counsel have determined that the settlement set forth in this Stipulation is fair, reasonable, adequate, and in the best interests of the Class Representatives, the Class, and the State of California. Both Class Counsel and the Class Representatives believe that the settlement set forth in this Stipulation confers substantial benefits upon the Class and each of the Class Members.

VII. CONDITIONS PRECEDENT TO EFFECTIVENESS OF STIPULATION

7.1 The Parties enter into this Stipulation and the Settlement on a conditional basis. This Stipulation and Settlement will become final and effective only upon the occurrence of all of the following events:

A. Breanna Daugherty will dismiss without prejudice the matter pending in the United States District Court for the Northern District of California entitled *Daugherty v. SolarCity Corporation*, Case No. 16-CV-05155 WHA.

B. Plaintiffs add Breanna Daugherty, Jason Wool and Felicia Kim as a Plaintiffs in the *Irving* Case per a stipulated amendment.

C. The Court enters an order granting preliminary approval of the Settlement;

D. The Court enters an Approval Order; and

E. The Effective Date occurs, and any challenge to the Settlement, whether by objection or appeal, is resolved in favor of enforcement of the Settlement.

7.2 Unless the Court orders otherwise or the Parties agreed in writing, this Stipulation shall be deemed null and void *ab initio* upon the failure of any of the conditions set forth in Section 7.1 to occur.

1 **VIII. SETTLEMENT CONSIDERATION**

2 This shall be an all-in Settlement without a reversion. Class Members will be
3 automatically paid their settlement shares described below without submitting a Claim Form.

4 8.1 Payment of the Gross Settlement Amount– SolarCity will pay the Gross
5 Settlement Amount in full and final settlement of the Lawsuits. The Gross Settlement Amount
6 will constitute adequate consideration for this Settlement. Since any uncashed settlement check
7 funds will be distributed pursuant to the *cy pres* doctrine, this Agreement and the associated
8 Judgment do not and will not create any unpaid residue or unpaid residual, and no distribution of
9 such shall be required.

10 8.2 Payment of the PAGA Penalties – From the Gross Settlement Amount, SolarCity
11 will pay Twenty-Five Thousand U.S. Dollars (\$25,000.00) for settlement of any and all Alleged
12 Claims for which penalties under PAGA, Labor Code Section 2698 *et seq.*, may be sought or are
13 otherwise available, as the PAGA Penalty Payment. Pursuant to the express requirements of
14 Labor Code § 2699(i), the PAGA Penalty Payment shall be allocated as follows: \$18,750.00
15 (75%) to the LWDA for the enforcement of labor laws and education of employers, and
16 \$6,250.00 (25%) to the Settlement Class Members. The PAGA Penalty Payments to Settlement
17 Class Members are not wages.

18 8.4 Payment to Settlement Class Members – The Net Settlement Amount (as defined
19 in Section 3.22, after payment of all enumerated amounts from the Gross Settlement Amount)
20 shall be allocated as follows: Each individual Settlement Class Member’s payment shall be
21 calculated by counting the number of Work Weeks all Settlement Class Members worked during
22 the Class Period (which becomes the denominator) and the number of work weeks each of these
23 employees worked during the Class Period (which becomes the numerator) and multiply this
24 fraction by the Net Settlement Fund amount allocated to the Class.

25 Each Settlement Class Member shall also receive his or her pro rata share of the \$6,250.00
26 portion of the PAGA Penalty Payment to be distributed to the Settlement Class Members.
27 It is estimated that there are 4,728 Class Members who collectively worked 115,263 weeks in the
28 Class Period as Class Members. SolarCity will provide verification of these figures prior to

1 Preliminary Approval (“Verified Workweeks”). If the number of Verified Workweeks exceeds
2 126,789, then the Gross Settlement Amount shall be increased in the ratio of Verified Workweeks
3 less 126,789 (in the numerator) over 115,263 (in the denominator).

4 8.5 Service Enhancement Payment to the Class Representatives – SolarCity agrees to
5 pay and will not oppose Service Enhancement Payments of up to Twenty-Five Thousand Dollars
6 (\$25,000) to Class Representative Irving, and Ten Thousand Dollars (\$10,000.00) each to Class
7 Representatives Wool, Kim, and Daugherty in addition to their requested Settlement Payments as
8 a Settlement Class Member. The amount paid to Class Representatives Irving, Wool, Kim, and
9 Daugherty is in consideration of their execution of a separate, individual general release of all
10 claims against SolarCity. Counsel for Irving will request dismissal of Irving’s pending National
11 Labor Relations Board charge and cooperate with any dismissal regarding that matter with the
12 understanding that whether the National Labor Relations Board actually dismisses the matter is
13 not within Counsel’s control.

14 In exchange for an additional payment of Twenty Thousand Dollars (\$20,000) and
15 through a separate agreement, Class Representative Thomas will execute a separate, individual
16 release of all claims against SolarCity, including Thomas’s claims currently pending in
17 arbitration. Class Representative Thomas will not seek an additional Service Enhancement
18 Payment but shall still receive his Settlement Payment as a Settlement Class Member. Thomas
19 will dismiss the pending arbitration upon receipt of this payment from SolarCity.

20 The Service Enhancement Payments are in addition to the Class Representatives’
21 respective shares of the Settlement. The Service Enhancement Payments are to be paid only upon
22 Class Counsel’s application and the Court’s approval. SolarCity will not oppose the Plaintiffs’
23 application to the Court to allow these Service Enhancement Payments of up to Twenty-Five
24 Thousand Dollars (\$25,000) for Irving and Ten Thousand U.S. Dollar (\$10,000.00) for the other
25 Class Representatives except Thomas. The Class Representatives shall be issued an Internal
26 Revenue Service Form 1099 for any Service Enhancement Payment. The Class Representatives
27 hereby acknowledge that they have obtained no tax advice from SolarCity and that neither
28 SolarCity nor its attorneys has made any representation concerning the tax consequences, if any,

1 of the Service Enhancement Payments. The Class Representatives agree that they are solely
2 responsible for the tax consequences of the Service Enhancement Payments.

3 8.6 Taxes – For the purpose of calculating applicable taxes for the Settlement
4 Payments to Settlement Class Members (including any payments to the Class Representatives
5 exclusive of their Service Payments), the Parties agree that one-half (1/2) of each Settlement
6 Payment constitutes wages in the form of back-pay (and each Settlement Class Member will be
7 issued an Internal Revenue Service Form W-2 for such payment to him or her) and one-half (1/2
8 of each Settlement Payment constitutes interest, penalties and other non-wage payments (and
9 each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such
10 payment to him or her). SolarCity shall not be responsible for payroll tax payments on any
11 portion of the Gross Settlement Amount that is attributable to Attorneys’ Fees, Litigation
12 Expenses, PAGA Penalty Payments, penalties, or interest. The Parties further understand that the
13 Class Representatives and any Class Member who receives any Settlement Payment pursuant to
14 this Stipulation shall be solely responsible for any and all tax obligations associated with such
15 receipt, except as set forth in this section. SolarCity’s share of any payroll taxes owing on the
16 Settlement Payments will be paid out of the Gross Settlement Amount.

17 8.7 SolarCity will not use the Settlement Payments to calculate any additional benefit
18 including, for example (but without limitation), vacation, holiday pay, pension, or 401(k) plan
19 contributions. SolarCity contends that the Settlement Payments do not represent any modification
20 of previously credited hours of service or other eligibility criteria under any employee pension or
21 employee welfare benefit plan sponsored by SolarCity. Nor does SolarCity consider the
22 Settlement Payments “compensation” for purposes of determining eligibility for, or benefit
23 accrual within, an employee pension benefit plan, an employee welfare benefit plan, or other plan
24 sponsored by SolarCity or its predecessors, subsidiaries, or successors.

25 8.8 In the event that the Court (or any appellate court) awards less than the amount
26 requested for Attorneys’ Fees, Litigation Expenses, employer’s share of payroll taxes, and/or the
27 Service Enhancement Payments, only the awarded amounts shall be paid and shall constitute
28 satisfaction of those obligations and full payment thereunder, and any remaining or un-awarded

1 portion of the requested Attorneys' Fees, Litigation Expenses, employer's share of payroll taxes,
2 and/or the Service Enhancement Payments shall be allocated to the Class Members as part of the
3 Net Settlement Fund. To the extent the Court does not approve any or all of the amount of
4 Attorneys' Fees, Litigation Expenses, employer's share of payroll taxes, and/or the Service
5 Enhancement Payments, the Settlement shall remain binding except as otherwise provided, and
6 this will not be a justification for Plaintiffs or Defendant to withdraw from the Settlement.

7 **IX. ATTORNEYS' FEES, LITIGATION EXPENSES, AND CLAIMS**
8 **ADMINISTRATION COSTS**

9 9.1 Class Counsel will submit an application for: (a) an award of Attorneys' Fees of
10 no more than one-third (1/3) of the Gross Settlement Amount (\$593,333.00); and (b) an award of
11 actual Litigation Expenses billed to Plaintiffs as per Class Counsel's billing statement in an
12 amount not to exceed \$55,000. The amounts set forth in this section will constitute complete
13 consideration for all work performed and expenses incurred to date and for all work to be
14 performed and expenses to be incurred through the completion of the Lawsuits, settlement, and
15 the effort to secure final Judgment by Class Counsel. SolarCity will not oppose a motion for
16 approval of Class Counsel's Attorneys' Fees and Litigation Expenses consistent with this
17 Stipulation. The Attorneys' Fees shall be allocated between and among Class Counsel as follows:
18 68% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 17% to Soderstrom Law PC, and 15%
19 to Setareh Law Group, in accordance with their written fee-sharing agreements.

20 9.2 The Attorneys' Fees and Litigation Expenses shall be paid according to Section 9
21 of this Stipulation.

22 9.3 Claims Administration Costs shall be paid from the Gross Settlement Amount.

23 **X. CLAIMS ADMINISTRATION**

24 10.1 Selection and Compensation of Claims Administrator. The Parties agree to jointly
25 utilize a third-party Claims Administrator to give notice of and communicate with Class Members
26 regarding the Settlement. Class Counsel shall select a Claims Administrator by a not to exceed
27 bid process, subject to the approval of the Court. The lowest bid received by Class Counsel was
28 \$35,669 from KCC Class Action Services, which was therefore the Claims Administrator selected

1 by the Parties and not proposed for approval by the Court. If the actual cost of claims
2 administration is less than the amount approved by the Court, those funds shall be allocated to the
3 Settlement Class Members on a pro rata basis based on number of Work Weeks. All Claims
4 Administration Costs as approved by the Court shall come out of the Gross Settlement Amount.
5 The Claims Administrator's actions shall be governed by the terms of this Stipulation.

6 10.2 Establishment and Funding of the QSF. The Parties agree that the QSF is intended to
7 be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treasury
8 Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1 et seq.), and will be administered by the Claims
9 Administrator as such. With respect to the QSF, the Claims Administrator shall: (1) open and
10 administer a settlement account in such a manner as to qualify and maintain the qualification of
11 the QSF as a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and
12 Treasury Regulation § 1.468B-1; (2) calculate, withhold, remit and report each Settlement Class
13 Member's share of applicable payroll taxes (including, without limitation, federal, state and local
14 income tax withholding, FICA, Medicare and any state or local employment taxes) and indemnify
15 SolarCity for any penalty arising out of any error or incorrect calculation and/or interest (if
16 applicable) with respect to any late deposit of the same; (3) satisfy all federal, state and local
17 income and other tax reporting, return, and filing requirements with respect to the QSF; and (4)
18 satisfy out of the QSF all fees, expenses and costs incurred in connection with the opening an
19 administration of the QSF and the performance of its duties and functions as described in this
20 Agreement. The aforementioned taxes, fees, expenses, and costs shall be treated as and included
21 in the costs of administering the QSF and as Claims Administration Costs. The Parties and the
22 Claims Administrator shall treat the QSF as coming into existence as a Qualified Settlement Fun
23 on the earliest date permitted as set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election
24 statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-
25 1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another to the
26 extent reasonably necessary to carry out the provisions of this section of the Agreement.

27 10.3 Claims Administration. SolarCity will provide the names, the last known residence
28 address for members of the Class, social security number, and the number of Work Weeks for

1 each Class Member (“Class Data”) to the Claims Administrator. SolarCity will provide the Class
2 Data to the Claims Administrator no later than Twenty (20) days after the date the Court enters an
3 order granting preliminary approval of the Settlement authorizing the Claims Administrator to
4 send the Notice Packet. Class Data shall be used by the Claims Administrator solely for the
5 purpose of notifying the Class Members of the Settlement. The Claims Administrator shall run
6 the Class Data list through the National Change of Address database, and will use the most recent
7 address for each Class Member when mailing the Class Notice. Class Data shall be provided in a
8 format to be mutually agreed upon by the Claims Administrator and SolarCity, and it shall not be
9 provided to Class Counsel without the express written permission of SolarCity.

10 **XI. NOTICE OF CLAIMS PROCESS**

11 11.1 Notice to Class Members. – As soon as practicable after receiving the Class Data, but
12 no later than ten (10) days after its receipt, the Claims Administrator shall send via United States
13 First Class Mail the Notice Packet to the Class Members. The Notice shall state Class Members
14 will have forty-five (45) days from the date the Notice is mailed to dispute the payment amount
15 using the Dispute Form (the “Notice Period Deadline”), and that all Class Members will have
16 forty-five (45) days from the date the Notice is mailed to submit a Request for Exclusion or to
17 object to the Settlement (the “Opt-Out/Object Deadline”). This timing is subject to Court
18 approval. The costs of this notice program will be considered part of the Claims Administration
19 Costs to be paid from the Gross Settlement Amount. Unless the Claims Administrator receives a
20 Notice Packet returned from the United States Postal Service with a forwarding address for the
21 recipient, that Notice Packet shall be deemed mailed and received by the Class Member to whom
22 it was sent. In the event that subsequent to the first mailing of a Notice Packet and prior to the
23 Notice Period Deadline, that Notice Packet is returned to the Claims Administrator by the United
24 States Postal Service with a forwarding address for the recipient, the Claims Administrator shall
25 re-mail the Notice Packet to that address within five (5) business days, the Notice Packet will be
26 deemed mailed as of the date of re-mailing, the forwarding address shall be deemed the Updated
27 Address for that Class Member, and any responses from the Class Member (i.e., a Dispute Form,
28 a Request for Exclusion, or an objection) are due to the Claims Administrator by their respective

1 Deadlines or within twenty-one (21) days from the date of re-mailing, whichever is later. In the
2 event that subsequent to the first mailing of a Notice Packet, the Notice Packet is returned to the
3 Claims Administrator by the United States Postal Service because the address of the recipient is
4 no longer valid, the Claims Administrator shall perform Reasonable Address Verification
5 Measures in an effort to ascertain the current address of the particular Class Member in question
6 and, if such an address is ascertained, the Claims Administrator shall re-mail the Notice Packet
7 within five (5) business days of receiving such information, the Notice Packet will be deemed
8 mailed as of that date of re-mailing, the newly obtained address shall be deemed the Updated
9 Address for that Class Member, and any responses from the Class Member (i.e., a Dispute Form,
10 a Request for Exclusion, or an objection) are due to the Claims Administrator by their respective
11 Deadlines or within twenty-one (21) days from the date of re-mailing, whichever is later. If no
12 Updated Address is obtained for that Class Member from a Notice Packet returned by the United
13 States Postal Service, the Notice Packet shall be re-mailed to the Updated Address within five (5)
14 business days of receiving such information, the Notice Packet will be deemed mailed as of that
15 date of re-mailing, and the Class Member shall have until the respective Deadlines to submit a
16 response. In either event, the Notice Packet shall be deemed received when it is mailed for the
17 second time under this paragraph.

18 11.2 Notice Period. Class Members shall have forty-five (45) days from the date of
19 mailing of the Class Notice to return valid Dispute Forms (the “Notice Period Deadline”) to the
20 Claims Administrator. If the 45th day falls on a Sunday or holiday, the deadline to return Dispute
21 Forms will be the next business day that is not a Sunday or holiday. Dispute Forms bearing a
22 postmark outside the Notice Period will be considered late and the dispute waived.

23 11.3 Class Member’s Data. In calculating each individual Class Member’s share of the
24 settlement, SolarCity’s records regarding the Work Weeks of Class Members shall be presumed
25 to be correct. Class Members who challenge SolarCity’s records must submit a challenge in
26 writing to the Claims Administrator and will bear the burden of proof, i.e., a Class Member who
27 fails to provide written documentation supporting a different the number will have his or her
28 challenge denied. All such challenges must be received by the Notice Period Deadline. SolarCity

1 will investigate the challenge and determine whether any correction to the number of Work
2 Weeks for the Class Member making the challenge should be made. In no case will a challenge to
3 the number of Work Weeks result in a payment by SolarCity in excess of the Gross Settlement
4 Amount.

5 11.4 Opt-Outs/Requests for Exclusion from the Settlement. Class Members who wish to
6 “opt-out” of and be excluded from the Settlement must submit a written Request for Exclusion
7 from the Settlement bearing a post-mark from a date within forty-five (45) days from the date of
8 mailing of the Class Notice to the Claims Administrator (the “Opt-Out/Object Deadline”). The
9 Request for Exclusion must: (1) state the Class Member’s name, address, telephone number and
10 the last four digits of his/her Social Security number, (2) state the case names and numbers as
11 follows: SolarCity Wage and Hour Cases, JCCP No. 4945, (3) state that the Class Member
12 requests exclusion from or “opts out” of the Settlement, (4) be dated, and (5) be signed by the
13 Class Member. Requests for Exclusion must be made individually and cannot be made on behalf
14 of a group or other Class Members. If a Class Member submits a Request for Exclusion that fails
15 to include all the required information listed in (1) – (5) above, or cannot be verified by the
16 Claims Administrator as being an authentic submission by the Class Member, it will be
17 considered invalid and the Claims Administrator shall notify the Class Member of the deficiency
18 within five (5) business days of receipt. The Class Member shall have until the Notice Period
19 Deadline to cure said deficiencies, at which point his or her Request for Exclusion will be rejected
20 if not received. Class Members submitting untimely or invalid Requests for Exclusion shall be
21 bound by the Settlement and the Released Claims. Any request to exclude a group or a class of
22 Class Members, or a request submitted by someone other than the Class Member, shall be invalid
23 and will not be accepted. In the event that five percent (5%) or more of all Class Members timely
24 request exclusion (i.e. opt-out) from the Class by submitting Requests for Exclusion, SolarCity
25 shall have the absolute right in its sole discretion to revoke, terminate, and withdraw this
26 Stipulation in its entirety.

27 11.5 The Class Representatives. The Class Representatives shall not opt-out of the
28 Settlement. The Class Representatives agree, by signing of this Stipulation, that they are

1 accepting the terms of this Settlement.

2 11.6 Objections to Settlement. Class Members who do not opt out of the Settlement Class
3 may object to the Stipulation by mailing their written objections to Class Counsel, counsel for
4 SolarCity, and the Claims Administrator no later than forty-five (45) days after the mailing of the
5 Notice Packet (as evidenced by the postmark). This Opt-Out/Object Deadline applies
6 notwithstanding any argument regarding alleged non-receipt of the Notice Packet. Any Class
7 Member who fails to file and serve timely written objections in this manner shall be deemed to
8 have waived any objections and shall be foreclosed from making any objection to the Settlement
9 and from filing any appeal from any order granting final approval issued by the Court. Class
10 Members who timely and validly opt-out and request exclusion from the Settlement shall have no
11 right to object and shall be foreclosed from making any objection to the Settlement. The Claims
12 Administrator shall immediately provide any such objections to Class Counsel and SolarCity's
13 Counsel, who in turn will submit any such objections to the Court with the motion for final
14 approval. Written objections must be verified by a declaration under penalty of perjury or a sworn
15 affidavit and must: (1) state the objecting Class Member's name, address, telephone number and
16 the last four digits of his/her Social Security number, (2) state the case names and numbers as
17 follows: SolarCity Wage and Hour Cases, JCCP No. 4945, (3) state each objection to the
18 Settlement, (4) include a written explanation detailing the specific basis or reason, if any, for each
19 objection, including any legal and factual support the objecting Class Member wishes to bring to
20 the Court's attention and any evidence the objecting Class Member wishes to introduce in support
21 of the objection(s), (5) be dated, and (6) if the objecting Class Member is represented through an
22 attorney, the written objection must also include: (a) the identity and number of Class Members
23 who are represented by the attorney who have opted out of the Settlement; and (b) the number of
24 such represented Class Members who have remained in the Settlement and have not objected.
25 Any objections not so submitted shall be argued to be waived. Anyone wishing to appear at the
26 final approval hearing to object to the Settlement shall expressly indicate this in his or her written
27 objections. Class Members who fail to make objections in this manner will be argued to have
28 waived any objections and may be foreclosed from making any objections (whether by a

subsequent objection, intervention, appeal, or any other process) to the Settlement. The filing and service of an objection to this Settlement does not affect the Class Members' right to obtain the benefits of this Settlement.

XII. PAYMENT OF CLAIMS

12.1 Eligibility for Settlement Payments for Settlement Class Members. Class Members need not file a claim form to receive a Settlement Payment. As a condition of receiving any Settlement Payment under this Stipulation, Class Members must not "opt-out" of the Class. Each Settlement Class Member shall be entitled to a payment equal to the sum of the Settlement Payment, less the required taxes and withholdings, plus a pro rata share of the portion of the PAGA Penalty Payment in the event the PAGA Penalty Payment is distributed to Settlement Class Members pursuant to Section 8 of this Stipulation. Class Members who have filed untimely or invalid Requests for Exclusion, will still be considered part of the Settlement Class, will still be bound by the Settlement and the terms regarding the Released Claims, and will be entitled to receive a Settlement Payment.

12.2 Distribution of Settlement Payments. After the Court grants final approval of the Settlement, and the Effective Date has passed, the Claims Administrator shall prepare a final list of all Settlement Class Members. For each Settlement Class Member on this list, the Claims Administrator will calculate the amounts due to each Settlement Class Member and issue checks payable to said Settlement Class Members. The Claims Administrator shall inform SolarCity of the amount of the funds necessary for all payments required by this Settlement, including all awarded Class Counsel Attorneys' Fees and Litigation Expenses, the awarded Claims Administration costs, the PAGA Penalty Payment, the awarded Service Enhancement Payment, and the portion of the Net Settlement Fund that had been claimed by Settlement Class within five (5) days after the Effective Date has passed.

12.3 No later than seventy (70) days after the Effective Date has passed, SolarCity shall pay to the Claims Administrator the Gross Settlement Amount of \$1,780,000 which is the amount necessary to fund the QSF as follows: (1) the total aggregate of the Settlement Payments to be paid to the Settlement Class, (2) the Claims Administration Costs incurred and reasonably

1 anticipated to be incurred by the Claims Administrator and as approved by the Court, (3) any
2 Court-approved Service Enhancement Payments to the Class Representatives, (4) the Court-
3 approved Attorneys' Fees for Class Counsel, (5) the Court-approved Litigation Expenses of Class
4 Counsel, (6) the employer's share of payroll taxes, and (7) the PAGA Penalty Payment. SolarCity
5 will wire the funds requested by the Claims Administrator into the QSF set up and controlled by
6 the Claims Administrator and the total amount of all funds wired into the QSF shall not exceed or
7 be less than the Gross Settlement Amount, except with regard to SolarCity's share of any payroll
8 taxes owing on the Settlement Payments as set forth in Section 8 in the event the Court does not
9 approve the payment of the employer's share of payroll taxes from the Gross Settlement Amount.

10 12.4 The Settlement Payments to the Settlement Class and the PAGA Penalty Payment to
11 the LWDA will be paid by the Claims Administrator no later than 85 days after the Effective
12 Date. Each Settlement Payment check will carry a legend stating that by negotiating the check,
13 the Settlement Class Member is (1) consenting to participate in the Lawsuits and the Settlement
14 reached therein; and (2) releasing all state and federal wage and hour claims as set forth in the
15 Notice and Stipulation.

16 12.5 Class Counsel's Attorneys' Fees and Litigation Expenses and the Service
17 Enhancement Payments to the Class Representatives will be paid by the Claims Administrator no
18 later than 85 days after the Effective Date. Payments made shall constitute full satisfaction of any
19 claim for fees and costs by the Class Representatives and Class Counsel, on behalf of themselves
20 and all Class Members, and they agree that they shall not seek nor be entitled to any additional
21 attorneys' fees or costs for the Released Claims. Class Counsel shall provide the Claims
22 Administrator with the pertinent taxpayer identification numbers and instructions on the total
23 amount of the payment for wiring and reporting purposes within five (5) days after the Effective
24 Date has passed. Other than any reporting of this fee payment as required by this Stipulation or
25 law, which SolarCity shall make, Class Counsel shall be responsible for the reporting and
26 payment of any federal, state, and/or local income or other form of tax on any payment that they
27 receive pursuant to this Stipulation.

28 12.6 Not later than 100 days following the Effective Date, the Claims Administrator shall

1 provide Class Counsel and SolarCity's Counsel with a declaration under oath to verify the
2 mailing of Settlement Payment checks and the other distributions from the Gross Settlement
3 Amount. Any checks issued to Settlement Class Members shall remain negotiable for a period of
4 one hundred eighty (180) days from the date of mailing. A postcard reminder shall be mailed to
5 Settlement Class Members who have not negotiated their check after 120 days. Settlement Class
6 Members who fail to negotiate their check(s) in a timely fashion shall remain subject to the terms
7 of the Settlement, the Released Claims, and final Approval Order from the Court. The funds
8 associated with any checks which are not timely negotiated shall be paid in favor of a *cy pres*
9 beneficiary, and the other entities consistent with California Code of Civil Procedure section 384,
10 jointly designated by the Parties within two hundred (200) days from the date of mailing the
11 Settlement Payment checks. No later than two hundred ten (210) days from the date of mailing of
12 the checks, the Claims Administrator shall provide Class Counsel and SolarCity's Counsel with a
13 declaration as to the total amount of any uncashed settlement checks and the *cy pres* payments.

14 12.7 Defendant understands its legal obligation not to retaliate against the Class
15 Representatives and Class Members for their participation and/or election to participate in the
16 benefits to be afforded any of them by the Settlement Payments and/or the Lawsuits and agrees
17 no to retaliate against the Class Representatives and Class Members for their participation in the
18 Settlement.

19 **XIII. RELEASED CLAIMS**

20 13.1 Class Member Released Claims. Upon the Effective Date, each of the Settlement
21 Class Members, on behalf of themselves, and each of their heirs, representatives, successors,
22 assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have,
23 fully, finally, and forever released, relinquished, and discharged the Released Parties from the
24 Alleged Claims, all claims that could have been alleged based upon the factual allegations in the
25 Lawsuits, and any premiums, penalties, interest, punitive damages, costs, attorneys' fees,
26 injunctive relief, declaratory relief, or accounting based on the Alleged Claims which occurred
27 during the Class Period for only those workweeks when the Class Member was classified as non-
28 exempt (the "Released Claims"). The Released Claims expressly exclude all other claims

1 including but not limited to claims for wrongful termination, retaliation, discrimination,
2 unemployment insurance, disability, workers' compensation and claims outside the Class Period
3 which are not released.

4 All Class Members shall be bound by this release unless they formally opt out of this
5 Settlement by submitting a valid and timely Request for Exclusion.

6 13.2 Class Representative Released Claims. Upon the Effective Date, Class
7 Representatives, on behalf of themselves, and their heirs, representatives, successors, assigns, an
8 attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
9 and forever released, relinquished, and discharged the Released Parties from all claims or causes
10 of action of any type whatsoever, whether known or unknown, arising out of or related to the
11 Lawsuits or Class Representative's employment with SolarCity, including but not limited to any
12 and all claims for wrongful discharge of employment; termination in violation of public policy;
13 discrimination; harassment; retaliation; failure to provide reasonable accommodation; failure to
14 engage in a good faith interactive process; breach of contract, both express and implied; breach of
15 covenant of good faith and fair dealing, both express and implied; promissory estoppel; negligent
16 or intentional infliction of emotional distress; fraud; negligent or intentional misrepresentation;
17 negligent or intentional interference with contract or prospective economic advantage; unfair
18 business practices; defamation; libel; slander; negligence; personal injury; assault; battery;
19 invasion of privacy; false imprisonment; conversion; and disability benefits; any and all claims
20 for violation of any federal, state, or municipal statute, including, but not limited to, Title VII of
21 the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Rehabilitation Act of 1973; the
22 Americans with Disabilities Act of 1990; the Equal Pay Act; the Fair Labor Standards Act, except
23 as prohibited by law; the Fair Credit Reporting Act; the Employee Retirement Income Security
24 Act of 1974; the Worker Adjustment and Retraining Notification Act; the Family and Medical
25 Leave Act, except as prohibited by law; the Sarbanes-Oxley Act of 2002; the California Family
26 Rights Act; the California Labor Code; the California Industrial Welfare Commission Wage
27 Orders; the California Business & Professions Code; and the California Fair Employment and
28 Housing Act; any and all claims for violation of the federal, or any state, constitution; any and all

1 claims arising out of any other laws and regulations relating to employment or employment
2 discrimination, harassment or retaliation; any and all claims for monetary recovery and personal
3 or individual relief, except as prohibited by law; and any premiums, penalties, interest, punitive
4 damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on the
5 claims (the "Class Representative Released Claims"). Notwithstanding the foregoing, the release
6 of the Class Representative Released Claims does not include (i) any claim or right for workers'
7 compensation benefits; (ii) any claim or right that may arise after the execution of the severance
8 agreement; (iii) any claim or right regarding compliance with any severance agreement; (iv) any
9 claim or right for disability benefits; (v) any claim or right that is not waivable as a matter of law;
10 or (vi) any claim or right regarding any retirement or pension benefits. With regard to the Class
11 Representative Released Claims, Class Representatives expressly waive all rights under
12 California Civil Code Section 1542, which states:

13
14 **A general release does not extend to claims which the creditor**
15 **does not know or suspect to exist in his or her favor at the time**
16 **of executing the release, which if known to him or her must have**
17 **materially affected his or her settlement with the debtor.**

18 Each Class Representative may hereafter discover facts in addition to or different from
19 those which he now knows or believes to be true with respect to the subject matter of the Class
20 Representative Released Claims, but he shall be deemed to have, and by operation of the
21 Judgment shall have, fully, finally, and forever settled and released any and all Class
22 Representative Released Claims, known or unknown, suspected or unsuspected, contingent or
23 non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed
24 upon any theory of law or equity now existing or coming into existence in the future, including,
25 but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of
26 any duty, law or rule, without regard to the subsequent discovery or existence of such different o
27 additional facts. Consistent with the foregoing, the Class Representatives agree not to sue or
28 otherwise make a claim against any of the Released Parties that is in any way related to, arises out
of, or is connected with the Release set forth in this Section 13.2.

1 **XIV. MOTIONS FOR COURT APPROVAL**

2 14.1 Dismissal of Daugherty. – Counsel for Daugherty and SolarCity agree to seek
3 dismissal without prejudice of *Breana Daugherty v. SolarCity Corporation*, Case No. 17-cv-
4 15363, in the Northern District of California. The Parties will stipulate to add Daugherty as a
5 Plaintiff in the *Irving* action.

6 14.2 Motion for Preliminary Approval. – Class Counsel shall prepare the first draft of the
7 joint motion for preliminary approval and shall not file that motion without SolarCity’s approval.
8 Class Counsel agree to provide to SolarCity for review and comment the draft motion for
9 preliminary approval at least five (5) business days before the filing of the motion. Class Counsel
10 shall file: (i) this Stipulation, (ii) a noticed motion seeking the Court's preliminary approval of this
11 Settlement, (iii) a proposed order granting such preliminary approval and setting hearing for final
12 approval, and (iv) and any other documents consistent with the Settlement and reasonably
13 necessary to obtain the Court's preliminary approval of the Settlement.

14 14.3 Motion for Final Approval. – The Parties shall request that the motion for final
15 approval be set for hearing within thirty (30) days after the Notice Period Deadline, or as soon
16 thereafter as the Court’s calendar shall allow. Class Counsel shall prepare the first draft of the
17 joint motion for final approval and shall not file that motion without SolarCity’s approval. Class
18 Counsel agrees to provide to SolarCity for review and comment the draft motion for final
19 approval at least five (5) business days before the filing of the motion(s). Prior to the final
20 approval hearing, the Class Counsel shall file: (i) a motion for final approval, (ii) memorandum o
21 points and authorities in support of the settlement, (iii) the motion for Attorneys’ Fees, Litigation
22 Expenses, and Service Enhancement Payment, (iv) a proposed order granting final approval and
23 entering Judgment thereon, and (v) any other documents consistent with the Settlement and
24 reasonably necessary to obtain the Court's approval of the Settlement. The Parties will ask the
25 Court to maintain jurisdiction of this matter for the purpose of monitoring compliance with and
26 performance under this Stipulation and any and all orders and judgments, including the Judgment
27 entered by the Court.
28

1 **XV. RIGHT TO REVOKE**

2 15.1 Right to Revoke. SolarCity has the right in its sole and exclusive discretion to
3 terminate this Agreement and withdraw from the Settlement at any time prior to date the Court
4 enters the Final Approval Order on this Settlement if: (a) the Settlement is construed in such a
5 fashion that SolarCity is required to pay more than the Gross Settlement Amount, excluding the
6 potential requirement that SolarCity pay the amount of the Employer Payroll Tax Liability in
7 addition to the Gross Settlement Amount or (b) the Court does not grant preliminary approval of
8 the Settlement; or (d) 5% or more of all Class Members who have not separately settled their
9 claims with SolarCity timely and validly request exclusion from the Settlement. If for any reason
10 the Settlement is not finally approved by the Court, or if SolarCity withdraws from the Settlement
11 for any of the reasons set forth in this section, this Agreement and any related settlement
12 documents shall be null and void, and any class certified for settlement purposes will be vacated.
13 In such an event, neither the Agreement, nor the settlement documents, nor the negotiations
14 leading to the Settlement may be
15 used as evidence for any purpose, and SolarCity shall retain the right to challenge all claims and
16 allegations in the Lawsuit, to assert all applicable defenses, and to dispute the propriety of class
17 certification on all applicable grounds.

18 15.2 Termination of Settlement Agreement. If the conditions of the Settlement set forth in
19 this Stipulation are not satisfied, or if SolarCity terminates and withdraws from the Settlement or
20 if the Court does not enter the Approval Order as provided for in this Stipulation, or if appellate
21 review is sought and on such review the Court's decision is materially modified or reversed, or, if
22 one or more of the terms of the Settlement is not approved or the Settlement with respect to one
23 or more such terms is materially modified or reversed, then this Settlement shall be canceled,
24 terminated, and shall have no force or effect, and the Parties to this Settlement shall be deemed to
25 have reverted to their respective status as of the date and time immediately prior to the execution
26 of this Settlement.

27 **XVI. COOPERATION**

28 16.1 The Parties shall cooperate fully with one another in seeking approval of the Court of

1 this Stipulation and to use their respective best efforts to consummate the Settlement and cause
2 the Approval Order and Judgment to be entered and to become final. The Parties therefore agree
3 to cooperate in good faith to promptly prepare, execute and finalize all Settlement-related
4 documents, seek all necessary Court approvals, and do all other things necessary to consummate
5 the Settlement. The Parties also agree to mutually seek to stay any pending or subsequently-filed
6 class action lawsuits that allege any of the Released Claims set forth in Section 13 of this
7 Stipulation, and agree to stay the Lawsuits entirely except for the purposes of implementing the
8 terms of this Stipulation.

9 16.2 No Party to this Stipulation shall seek to evade his, her, or its good faith obligations
10 to seek approval and implementation of this Settlement by virtue of any ruling, order,
11 governmental report or other development, whether in the Lawsuit, in any other litigation or
12 otherwise that hereafter might occur and might be deemed to alter the relative strengths of the
13 Parties with respect to any claims or defenses or their relative bargaining power with respect to
14 negotiating.

15 16.3 The Parties and their respective counsel of record deem this Settlement to be fair and
16 reasonable and have arrived at this Settlement in arms-length negotiations taking into account all
17 relevant factors, present or potential.

18 16.4 Class Representatives and Class Counsel agree to waive appeals of an order granting
19 final approval of this Settlement or entering judgment in the Lawsuits as to SolarCity so long as
20 such order is consistent with the material terms of this Stipulation.

21 **XVII. MISCELLANEOUS PROVISIONS**

22 17.1 All of the Parties have been represented by counsel throughout all negotiations that
23 preceded the execution of this Stipulation, and this Stipulation is made with the consent and
24 advice of counsel.

25 17.2 This Stipulation may not be modified or amended, except in a writing that is signed
26 by the respective counsel of record for the Parties and approved by the Court.

27 17.3 This Stipulation and the Exhibits A, B, and C attached hereto constitute the entire
28 agreement between the Parties concerning the subject matter hereof, and supersede and replace all

1 prior negotiations, understandings, memoranda of understanding and proposed agreements,
2 written and oral, relating thereto. No extrinsic oral or written representations or terms shall
3 modify, vary or contradict the terms of the Stipulation unless made in writing and signed by duly
4 authorized representatives of all Parties and approved in writing by a final order of the Court. No
5 waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise,
6 in any one or more instance shall be deemed to be or construed as a further or continuing waiver
7 of any such term, provision or condition.

8 17.4 This Stipulation shall be subject to, governed by, construed, enforced, and
9 administered in accordance with the laws of the State of California, without giving effect to the
10 principles of conflict of laws, both in its procedural and substantive aspects, and shall be subject
11 to the continuing jurisdiction of the Court. This Stipulation shall be construed as a whole
12 according to its fair meaning and intent, and not strictly for or against any party, regardless of
13 who drafted (or was principally responsible for drafting) this Stipulation or any specific term or
14 condition thereof. In any construction to be made of the Stipulation, the Stipulation shall not be
15 construed against any party and the canon of contract interpretation set forth in California Civil
16 Code section 1654 shall not be applied.

17 17.5 The Settlement shall be binding upon and inure to the benefit of the Settling Parties'
18 respective successors, assigns, heirs, spouses, marital communities, executors, administrators and
19 legal representatives. The Stipulation and Settlement are not designed to and do not create any
20 third-party beneficiaries either express or implied.

21 17.6 The Parties agree to have mediator Michael Dickstein seek to resolve any and all
22 disputes that may arise in connection with interpreting the terms of this Settlement.

23 17.7 The Parties agree the Court shall retain jurisdiction with respect to the
24 implementation and enforcement of the terms of the Stipulation, and all parties hereto submit to
25 the jurisdiction of the Court for purposes of implementing and enforcing the terms of the
26 Stipulation.

27 17.8 This Stipulation may be executed in one or more counterparts, each of which shall be
28 deemed an original and together shall constitute one and the same instrument. When each of the

1 Parties has signed at least one such counterpart, this Stipulation shall become effective and
2 binding as to all of the Parties as of the day and year last executed. Fax and/or electronically
3 scanned signatures shall be deemed as effective as originals.

4 17.9 The Parties hereto represent, covenant, and warrant that they have not directly or
5 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to a
6 person or entity any portion of any liability, claim, demand, action, cause of action or rights
7 herein released and discharged except as set forth herein.

8 17.10 Each individual signing this Stipulation warrants that he and/or she has the authority
9 and is expressly authorized to enter into this Stipulation on behalf of the party for which that
10 individual signs.

11 IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the
12 foregoing terms and conditions by executing this Stipulation as of the date indicated below.
13
14

15 Dated: Aug 21, 2018, 2018


Anita Irving (Aug 21, 2018)

ANITA IRVING

16
17
18 Dated: _____, 2018

LES THOMAS

19
20
21 Dated: _____, 2018

BREANA DAUGHERTY

22
23
24 Dated: _____, 2018

JASON WOOL

Parties has signed at least one such counterpart, this Stipulation shall become effective and binding as to all of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures shall be deemed as effective as originals.

17.9 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 a person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

17.10 Each individual signing this Stipulation warrants that he and/or she has the authority and is expressly authorized to enter into this Stipulation on behalf of the party for which that individual signs.

IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing terms and conditions by executing this Stipulation as of the date indicated below.

Dated: _____, 2018

ANITA IRVING

Dated: 8/24/2018 8:04:03 AM PDT
_____, 2018

DocuSigned by:
Les Thomas
7E03DD81B36F48C...

LES THOMAS

Dated: _____, 2018

BREANA DAUGHERTY

Dated: _____, 2018

JASON WOOL

Parties has signed at least one such counterpart, this Stipulation shall become effective and binding as to all of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures shall be deemed as effective as originals.

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IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing terms and conditions by executing this Stipulation as of the date indicated below.

Dated: _____, 2018

ANITA IRVING

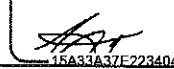
Dated: _____, 2018

LES THOMAS

9/5/2018

Dated: _____, 2018

DocuSigned by:


15A33A37E223404

BREANA DAUGHERTY

Dated: _____, 2018

JASON WOOL

Parties has signed at least one such counterpart, this Stipulation shall become effective and binding as to all of the Parties as of the day and year last executed. Fax and/or electronically scanned signatures shall be deemed as effective as originals.

17.9 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 a person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

17.10 Each individual signing this Stipulation warrants that he and/or she has the authority and is expressly authorized to enter into this Stipulation on behalf of the party for which that individual signs.

IN WITNESS WHEREOF, each of the undersigned has agreed to and accepted the foregoing terms and conditions by executing this Stipulation as of the date indicated below.

Dated: _____, 2018

ANITA IRVING

Dated: _____, 2018

LES THOMAS

Dated: _____, 2018

BREANA DAUGHERTY

Dated: 8/24/2018 6:34:22 PM PDT, 2018

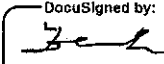
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JASON WOOL

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8/21/2018 7:09:24 PM PDT
Dated: _____, 2018

DocuSigned by:

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FELIECIA KIM

Dated: _____, 2018

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

By _____
NORMAN B. BLUMENTHAL
KYLE R. NORDREHAUG
APARAJIT BHOWMIK

Attorneys For Plaintiff
ANITA IRVING

Dated: _____, 2018

SODERSTROM LAW PC

By _____
JAMIN SODERSTROM

Attorneys For Plaintiffs
LES THOMAS, JASON WOOL, AND
FELICIA KIM

Dated: _____, 2018

SETAREH LAW GROUP

By _____
SHAUN SETAREH

Attorneys For Plaintiffs
BREANA DAUGHERTY

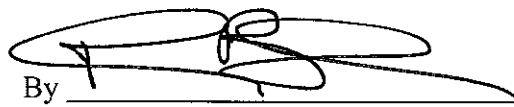
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Dated: _____, 2018

FELIECIA KIM

Dated: 8/21, 2018

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP



By _____
NORMAN B. BLUMENTHAL
KYLE R. NORDREHAUG
APARAJIT BHOWMIK

Attorneys For Plaintiff
ANITA IRVING

Dated: _____, 2018

SODERSTROM LAW PC

By _____
JAMIN SODERSTROM

Attorneys For Plaintiffs
LES THOMAS, JASON WOOL, AND
FELICIA KIM

Dated: _____, 2018

SETAREH LAW GROUP

By _____
SHAUN SETAREH

Attorneys For Plaintiffs
BREANA DAUGHERTY

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Dated: _____, 2018

FELIECIA KIM

Dated: _____, 2018

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

By _____
NORMAN B. BLUMENTHAL
KYLE R. NORDREHAUG
APARAJIT BHOWMIK

Attorneys For Plaintiff
ANITA IRVING

Dated: August 21 _____, 2018

SODERSTROM LAW PC

By  _____
JAMIN SODERSTROM

Attorneys For Plaintiffs
LES THOMAS, JASON WOOL, AND
FELICIA KIM

Dated: _____, 2018

SETAREH LAW GROUP

By _____
SHAUN SETAREH

Attorneys For Plaintiffs
BREANA DAUGHERTY

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Dated: _____, 2018

FELIECIA KIM

Dated: _____, 2018

BLUMENTHAL NORDREHAUG
BHOWMIK DE BLOUW LLP

By _____
NORMAN B. BLUMENTHAL
KYLE R. NORDREHAUG
APARAJIT BHOWMIK

Attorneys For Plaintiff
ANITA IRVING

Dated: _____, 2018

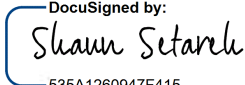
SODERSTROM LAW PC

By _____
JAMIN SODERSTROM

Attorneys For Plaintiffs
LES THOMAS, JASON WOOL, AND
FELICIA KIM

8/28/2018
Dated: _____, 2018

SETAREH LAW GROUP

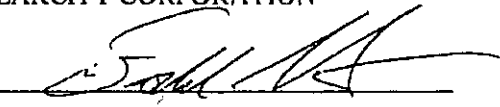
DocuSigned by:

By _____
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SHAUN SETAREH

Attorneys For Plaintiffs
BREANA DAUGHERTY

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SOLARCITY CORPORATION

Dated: _____, 2018

By 

TODD A. MARON

ORRICK, HERRINGTON & SUTCLIFFE
LLP

Dated: _____, 2018

By 

~~ANDREW R. LIVINGSTON~~

Attorneys for Defendant
SOLARCITY CORPORATION

**NOTICE OF PENDENCY OF CLASS ACTION SETTLEMENT
AND FINAL HEARING DATE**

*(Solarcity Wage and Hour Cases,
San Mateo County Superior Court, Case No. JCCP 4945)*

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE
READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Payment is: \$<< [REDACTED] >>. See the explanation below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. If your address has changed, please notify the Claims Administrator as explained below. In exchange for the settlement payment, you will release claims against the Defendant as detailed below.
Exclude Yourself	If you wish to exclude yourself from the Settlement, you must send a written request for exclusion to the Claims Administrator as provided below. If you request exclusion, you will receive no money from the Settlement. Instructions are set forth below.
Object	You may write to the Court about why you do not like the settlement. Directions are provided below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of this lawsuit pending in the Superior Court for the State of California, County of San Mateo (the “Court”) has been reached between Plaintiffs Anita Irving, Les Thomas, Breana Daugherty, Jason Wool, and Felicia Kim (“Plaintiffs”) and Defendant SolarCity Corporation (“Defendant”). The Court has granted preliminary approval of the Settlement. **You may be entitled to receive money from this Settlement.**

You have received this Notice because you have been identified as a member of the Class, which is defined as:

All individuals who worked for SolarCity in California as a commissioned salesperson who were classified as non-exempt from December 24, 2009 to _____.

The “Class Period” is the period of time running from December 24, 2009 to _____.

This Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On December 24, 2013, Plaintiff Irving filed a Complaint against Defendant in the Superior Court of the State of California, County of San Mateo, Case No. CIV 525975 (the “*Irving Action*”). The *Irving Action* alleged claims for: (1) unfair competition in violation of Cal. Business & Professions Code §§ 17200, *et seq.*; (2) failure to pay overtime compensation in violation of Labor Code § 510; (3) failure to provide accurate itemized statements in violation of Labor Code § 226; (4) failure to timely pay wages in violation of Labor Code § 203; (5) violation of Labor Code §§ 2698, *et seq.* (“PAGA”). SolarCity moved to compel arbitration, and on December 16, 2014, the Court granted the request with respect to Plaintiff’s individual claims and denied it with respect to the Private Attorneys General Act (“PAGA”) claims. The Court of Appeal affirmed the Court’s ruling.

On May 19, 2017, Plaintiff Thomas filed a similar action in San Diego County Superior Court, Case No. 37-2017-00018317 (the “*Thomas Action*”). The *Irving Action* and the *Thomas Action* were judicially coordinated as Case No. JCCP 4945. On January 9, 2018, the coordinated cases, referred to as the SolarCity Wage and Hour Cases, were assigned to the Honorable Marie Weiner.

The *Irving Action* and the *Thomas Action* are referred to in this Notice collectively as the “Lawsuits,” and members of the Lawsuits as the “Class”. Both of the Lawsuits are being resolved by this Settlement.

Plaintiffs Wool and Kim each filed similar class, representative, and individual claims in the United States District Court for the Southern District of California. Plaintiff Daugherty also filed a similar action in the United States District Court for the Northern District of California. For purposes of this settlement Plaintiffs Wool, Kim and Daugherty have been added to the Lawsuits as named plaintiffs and proposed class representatives.

On December 12, 2017, the Parties participated in an all-day mediation with Michael Dickstein, a respected mediator of wage and hour class actions. The mediation was not successful, but after continued negotiations over the next several months, the Parties agreed to the Settlement. The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and Norman Blumenthal of the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP, Jamin Soderstrom of Soderstrom Law PC, and Shaun Setareh of the Setareh Law Group to serve as Class Counsel.

Defendant denies and disputes all claims asserted in the Lawsuits. Specifically, Defendant contended (and continues to contend) that the Lawsuits could not properly be maintained as class actions; that members of the class were properly compensated under state law; that Defendant paid any members of the class all wages due them at the time of their terminations; that Defendant provided accurate, itemized wage statements to members of the class; that Defendant did not violate California Business and Professions Code section 17200 *et seq.*; and that Defendant is not liable for any of the penalties claimed or that could be claimed in the Lawsuits.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of One Million Seven Hundred Eighty Thousand U.S. Dollars (\$1,780,000.00) (the “Gross Settlement Amount”) to fund the settlement. The Gross Settlement Amount includes Class Counsel’s Attorneys’ Fees, Litigation Expenses, Claims Administration Costs, the PAGA Penalty Payment, all Settlement Payments to Settlement Class Members, the Service Enhancement Payments to the Class Representatives and the employer’s share of payroll taxes.

After the Judgment becomes Final, Defendant will pay the Gross Settlement Amount by depositing the money with the Claims Administrator. “Final” means the date the Judgment is no longer subject to appeal.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before settlement payments are made to Class Members, as follows:

- Claims Administration Costs. Payment to the Claims Administrator, estimated not to exceed \$40,000, for expenses, including expenses of sending this Notice, processing opt outs, and distributing settlement payments.
- Attorneys' Fees and Costs. Payment to Class Counsel of an award of Attorneys' Fees of no more than one-third (1/3) of the Gross Settlement Amount (\$593,333.00); and an award of actual Litigation Expenses in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000), subject to Court approval. Class Counsel has been prosecuting the Lawsuits on behalf of Plaintiffs and the Class on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.
- Class Representative Service Payments. Service Enhancement Payments of up to Twenty-Five Thousand Dollars (\$25,000) to Class Representative Irving, and Ten Thousand Dollars (\$10,000.00) each to Class Representatives Wool, Kim, and Daugherty, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Class in initiating and prosecuting the Lawsuits, and for the risks they undertook.
- PAGA Payment. A payment of \$25,000 relating to Plaintiffs' claim under the Private Attorney General's Act ("PAGA"), \$18,750 of which will be paid to the State of California's Labor and Workforce Development Agency ("LWDA") and the remaining \$6,250 will be distributed to Settlement Class Members as part of the Net Settlement Amount.
- Employer's Taxes. An estimated payment of <<\$_____>> to satisfy the employer's share of FICA, FUTA, SUTA and all other state and federal payroll taxes.

Calculation of Payments to Participating Class Members. After all the above payments of the court-approved Attorney's Fees and Litigation Expenses, the Service Enhancement Payments, the PAGA payment to the LWDA, Claims Administration Costs, and the employer's taxes are deducted from the Gross Settlement Amount, the remaining portion, called the "Net Settlement Amount," shall be distributed to class members who do **not** request exclusion ("Settlement Class Members"). Each individual Settlement Class Member's payment shall be calculated by counting the number of Work Weeks all Settlement Class Members worked during the Class Period (which becomes the denominator) and the number of work weeks each of these employees worked during the Class Period (which becomes the numerator) and multiply this fraction by the Net Settlement Fund amount allocated to the Class.

If the Settlement is approved by the Court, you will automatically be mailed a check for your Settlement Payment to the same address as this Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Claims Administrator to inform them of your correct address to insure you receive your payment. A change of address form is included with this Notice.

Tax Matters. One-half (1/2) of each Settlement Payment constitutes wages in the form of back-pay (and each Settlement Class Member will be issued an Internal Revenue Service Form W-2 for such payment) and one-half (1/2) of each Settlement Payment constitutes interest, penalties and other non-wage payments (and each Settlement Class Member will be issued an Internal Revenue Service Form 1099 for such payment). Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability. You may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. Upon entry of final judgment, each of the Settlement Class Members, on behalf of themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged the Released Parties from the Alleged Claims, all claims that could have been alleged based upon the factual allegations in the Lawsuits, and any premiums, penalties, interest, punitive damages, costs, attorneys' fees, injunctive relief, declaratory relief, or accounting based on the Alleged Claims which occurred during the Class Period for only those workweeks when the Class Member was classified as non-exempt (the "Released Claims"). The Released Claims expressly exclude all other claims including but not limited to claims for wrongful termination, retaliation, discrimination, unemployment insurance, disability, workers' compensation and claims outside the Class Period which are not released.

This means that, if you do not timely and formally exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Lawsuits will apply to you and legally bind you.

5. How much will my payment be?

Defendant's records reflect that you have <<____>> weeks worked during the Class Period (December 24, 2009 to _____).

Based on this information, your estimated Settlement Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Claims Administrator at the address provided in this Notice no later than _____ [forty-five (45) days after the Notice]. A Dispute Form is included with this Notice.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your settlement payment will be mailed automatically to the same address as this Notice. If your address is incorrect or has changed, you must notify the Claims Administrator. The Claims Administrator is: _____ (800) _____.

The Court will hold a hearing on _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed within a few months after this hearing. If there are objections or appeals, resolving them can take time, perhaps more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will receive NO money from the Settlement, and you will not be bound by its terms.**

To opt out, you must submit to the Claims Administrator, by First Class Mail, a written, signed and dated request for exclusion postmarked no later than _____. **Do not submit a request for exclusion form if you want to receive money from this Settlement.** The request for exclusion must state in substance: "I have read the Class Notice and I wish to opt-out of the class action and settlement of the case *SolarCity Wage and Hour Cases*, Case No. JCCP 4945." The request to opt-out must contain your name, address, signature and the last four digits of your Social Security Number for verification purposes. The request for exclusion must be completed by you. No other person may opt-out for a member of the Class.

The address for the Claims Administrator is _____. Written requests

for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't like the Settlement?

Any Class Member, who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason, may object to the proposed Settlement. Objections must be in writing and state the Class Member's name, current address, telephone number, and describe why you believe the Settlement is unfair and whether you intend to appear at the final approval hearing. All objections or other correspondence must also state the name and number of the case, which is *SolarCity Wage and Hour Cases*, San Mateo County Superior Court Case No. JCCP 4945.

The objections must be filed with the Court and mailed to the Parties' counsel no later than _____. The address for the Court is 400 County Center, Department 2, Redwood City, California 94063.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Class Members who do not object. Any Class Member who does not object in the manner provided in this Notice shall have waived any objection to the Settlement, whether by appeal or otherwise.

The addresses for the Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Blumenthal Nordrehaug Bhowmik
De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: Norm@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Andrew Livingston
Orrick, Herrington & Sutcliffe LLP
The Orrick Building
405 Howard Street
San Francisco, CA 94105-2669

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at **00:00 AM/PM on _____**, 2019, at the San Mateo County Superior Court, located at 400 County Center, Redwood City, California 94063 in Department 2 before Judge Marie S. Weiner. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. The Court will listen to people who have made a timely written request to speak at the hearing. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

10. How do I get more information about the Settlement?

You may call the Claims Administrator at _____ or write to *SolarCity Wage and Hour Cases* Claims Administrator, c/o _____; or contact Class Counsel at 1-858-551-1223.

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Final Judgment or other Settlement documents by writing to Blumenthal

Nordrehaug Bhowmik De Blouw LLP, 2255 Calle Clara, La Jolla, CA 92037, or by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Irving v. SolarCity*.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Claims Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Claims Administrator shall direct all unclaimed funds to the *cy pres* beneficiaries as ordered by the Court. If your check is lost or misplaced, you should contact the Claims Administrator immediately to request a replacement.

DISPUTE FORM

SUPERIOR COURT OF THE STATE OF CALIFORNIA – SAN MATEO COUNTY
case *SolarCity Wage and Hour Cases*, Case No. JCCP 4945

Indicate Name/Address Changes, if any:

<<Name>>

«Address»

<<City>>, <<State>> <<Zip Code>>

XX - XX - _____

INSTRUCTIONS

IF YOU WERE EMPLOYED BY SOLARCITY CORPORATION (“DEFENDANT”) AS A COMMISSIONED SALESPERSON IN CALIFORNIA WHO WAS CLASSIFIED AS NON-EXEMPT DURING THE PERIOD DECEMBER 24, 2009 TO _____, THEN YOU ARE A CLASS MEMBER.

The amount of your estimated Settlement Payment is based upon the weeks you worked in California as a Commission Salesperson between December 24, 2009 and _____, 2018. The number of weeks applicable to your claim is set forth below. If you believe that the number of weeks stated is incorrect, you may dispute the number of weeks by submitting a completed Dispute Form with supporting document on or before _____[45 days after initial mailing]. If you believe that the number of weeks stated below is correct, you do not have to do anything.

I. YOUR COMPENSABLE WORK WEEKS

Defendant's records show that during the Class Period (December 24, 2009 through and including _____, 2018), you worked as a Commissions Salesperson in California and were classified as non-exempt from overtime, which qualifies you as a Class Member, and your total number of compensable workweeks in this position are: <<**NUMBER OF WORKWEEKS**> .

II. YOUR ESTIMATED SETTLEMENT PAYMENT

Based upon the above numbers of workweeks, your estimated pre-tax Settlement Payment is **<<INSERT>>**.

III. CHALLENGE TO WORK WEEKS

If you wish to dispute the compensable workweeks data listed above, you must postmark your dispute and provide all supporting information and/or documentation to the Claims Administrator by <<NOTICE PERIOD DEADLINE>>.

Check a box below ONLY if you wish to dispute the dates listed above:

☐ I wish to dispute the number of work weeks listed above. I believe the correct amount of my workweeks is _____. I have also included information and/or documentary evidence that support my dispute. I understand that, by submitting this dispute, I hereby authorize the Claims Administrator to review Defendant's records and make a determination as to the validity of my dispute based upon Defendant's records as well as the records and information that I submit to the Claims Administrator.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the information I provided in this Dispute Form is true and correct.

Dated: _____

Signature: _____

Print or Type Name: _____

MAIL TO:

SolarCity Settlement Claims Administrator
c/o KCC
address

IF YOU ARE CONTESTING THE AMOUNT OF YOUR COMPENSABLE WORK WEEKS, TO CHALLENGE YOUR WORK WEEK AMOUNT YOU MUST SIGN AND POSTMARK AND RETURN THIS FORM TO THE CLAIMS ADMINISTRATOR ON OR BEFORE «CLAIMS PERIOD DEADLINE».

CHANGE OF NAME OR ADDRESS INFORMATION

Solarcity Wage and Hour Cases
Superior Court of California, County of San Mateo, Case No. JCCP 4945

INSTRUCTIONS: PLEASE COMPLETE THIS FORM ONLY IF YOU WISH TO CHANGE YOUR NAME AND/OR MAILING ADDRESS INFORMATION.

Former name and mailing address:

Name (first, middle, and last): _____

Home Street Address: _____

Home City, State, Zip Code: _____

Home Telephone Number: (____) _____

Last Four Digits of Social Security Number: _____

New name and/or mailing address:

Name (first, middle, and last): _____

Home Street Address: _____

Home City, State, Zip Code: _____

Home Telephone Number: (____) _____

I understand that all future correspondence in this action, including, but not limited to, important notices or payments, will be sent to the new name/address listed above and not to the name/address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Dated: _____

(Signature)

(Print Name)

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

SolarCity Wage and Hour Cases Claims Administrator
c/o/ KCC
[address]
[telephone number]
[fax number]

**IF YOUR ADDRESS HAS CHANGED, PLEASE RETURN THIS FORM IMMEDIATELY
TO INSURE RECEIPT OF YOUR SETTLEMENT CHECK**