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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

SOLARCITY WAGE AND HOUR CASES,
Coordination Proceeding
Special Title (CRC Rule. 3.550)

Coordinated actions:

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

Thomas v. SolarCity Corp.,
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)

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: September 13, 2018
Hearing Time: 10:00 a.m.

Judge: Hon. Marie S. Weiner
Dept.: 2

Action Filed: December 24, 2013

1 This matter, having come before the Honorable Marie S. Weiner of the Superior
2 Court of the State of California, in and for the County San Mateo, on September 13, 2018, for the
3 motion by Plaintiffs Anita Irving, Les Thomas, Breana Daugherty, Jason Wool, and Felicia Kim
4 (“Plaintiffs”) for preliminary approval of the class settlement with Defendant SolarCity Corporation
5 (“Defendant”). The Court, having considered the briefs, argument of counsel and all matters
6 presented to the Court and good cause appearing, hereby GRANTS Plaintiffs’ Motion for
7 Preliminary Approval of Class Action Settlement, and **HEREBY ORDERS THE FOLLOWING:**

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9 1. The Court grants preliminary approval to the Settlement based on the terms set forth
10 in the Joint Stipulation of Class Action Settlement (“Stipulation” or “Settlement”). This Order
11 incorporates by reference the definitions in the Stipulation, and all terms defined therein shall have
12 the same meaning in this Order as set forth in the Stipulation.

13 2. For settlement purposes, the Plaintiffs shall have leave to file a First Amended
14 Complaint to add Breanna Daugherty, Jason Wool and Felicia Kim as a Plaintiffs.

15 3. The Settlement provides for Defendant SolarCity Corporation (“SolarCity” or
16 “Defendant”) to pay the Gross Settlement Amount of One Million Seven Hundred Eighty Thousand
17 U.S. Dollars (\$1,780,000.00). The Court preliminarily finds that the Settlement is fair, adequate,
18 and reasonable to the Class, and preliminarily approves the terms of the settlement. This preliminary
19 approval is subject to the objections of Class Members and final review by the Court.

20 4. A Final Approval Hearing shall be held before this Court on _____,
21 at _____ in Department 2 of the Superior Court of the State of California for the County of
22 San Mateo, to determine all necessary motions concerning the Settlement, including: whether the
23 proposed settlement of the Lawsuits on the terms and conditions provided for in the Settlement is
24 fair, adequate, and reasonable and should be finally approved by the Court; whether a Final
25 Approval Order and Judgment should be entered; whether the plan of allocation contained in the
26 Settlement should be approved as fair, adequate, and reasonable to the Class Members; and whether

1 to finally approve Class Counsel's Attorneys' Fees, Litigation Expenses, the Claims Administration
2 Costs, the PAGA Penalty Payment, and the Service Enhancement Payments to the Plaintiffs.

3 5. The Court recognizes that Plaintiffs and Defendant stipulate and agree to certification
4 of the Class for settlement purposes only. This stipulation will not be deemed admissible in this or
5 any other proceeding should this Settlement not become final. Whether or not the settlement is
6 finally approved, neither the Stipulation, nor any document, statement, proceeding or conduct
7 related to the Stipulation may be admitted in any proceeding as an admission by Defendant or any
8 of the Released Parties, Plaintiffs, or any person within the definition of the Class.

9 6. For settlement purposes only, the Court certifies the following Class: "all individuals
10 who worked for SolarCity in California as a commissioned salesperson who were classified as non-
11 exempt from December 24, 2009 to August 28, 2018."

12 7. The Court preliminarily approves Plaintiffs as the representatives of the Class. The
13 Court preliminarily approves Blumenthal Nordrehaug Bhowmik De Blouw LLP, Soderstrom Law
14 PC, and Setareh Law Group as counsel for the Class ("Class Counsel").

15 8. The Agreement specifies for an attorneys' fees award not to exceed one-third (1/3)
16 of the Gross Settlement Amount (\$593,333.00), an award of litigation expenses incurred, not to
17 exceed \$55,000, and a proposed Service Enhancement Payments of up to Twenty-Five Thousand
18 Dollars (\$25,000) for Plaintiff Irving and Ten Thousand Dollars (\$10,000.00) to Plaintiffs Service
19 Enhancement Payments to the Plaintiffs in an amount not to exceed \$10,000 each to Plaintiffs
20 Breanna Daugherty, Jason Wool and Felicia Kim. While these awards appear to be within the range
21 of reasonableness, the Court will not approve the amount of attorneys' fees and costs until the Final
22 Approval Hearing. Similarly, the Court will not decide the amount of any Service Enhancement
23 Payment until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting
24 these requests, including lodestar, prior to final approval.

25 9. The Court hereby approves, as to form and content, the Notice, Dispute Form, and
26 Change of Address Form, attached as Exhibits A, B, and C to the Stipulation, respectively. The
27 Court finds that the distribution of the Notice substantially in the manner and form set forth in the
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1 Stipulation and this Order meets the requirements of due process, is the best notice practicable under
2 the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

3 10. The Court hereby approves on a preliminary basis the Gross Settlement Amount as
4 provided for in the Stipulation. It appears to the Court on a preliminary basis that the settlement
5 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
6 balanced against the probable outcome of further litigation relating to liability and damages issues.
7 It further appears that investigation and research have been conducted such that counsel for the
8 Parties at this time are able to reasonably evaluate their respective positions. It further appears to
9 the Court that settlement at this time will avoid substantial additional costs by all Parties, as well as
10 avoid the delay and risks that would be presented by the further prosecution of the Actions. It further
11 appears that the Settlement has been reached as the result of intensive, serious and non-collusive,
12 arms-length negotiations before an experienced mediator.

13 11. The Court hereby appoints KCC Class Action Services as Claims Administrator.
14 Within twenty (20) days after receiving notice that the Court has preliminarily approved the
15 Settlement, Defendant will provide the Class Data to the Claims Administrator. The Claims
16 Administrator shall run the Class Data list through the National Change of Address database. Within
17 ten (10) days after the receipt of the Class Data, the Claims Administrator shall mail the Notice
18 Packet by first-class United States mail to each Class Member.

19 12. Any Class Member may choose to opt out of and be excluded from the Class as
20 provided in the Notice by following the instructions for requesting exclusion from the Class that are
21 set forth in the Notice. All requests for exclusion must be submitted within forty-five (45) days
22 from the date the Notice is first mailed. Any such person who chooses to opt out of and be excluded
23 from the Class will not be entitled to any recovery under the Settlement and will not be bound by
24 the Settlement or have any right to object, appeal, or comment thereon. Any written request to opt
25 out must comply with the instructions in the Notice and be signed by each such person opting out.
26 Class Members who have not validly requested exclusion shall be bound by all determinations of
27 the Court, the Stipulation and Judgment.

1 13. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express their views regarding the Settlement and may present evidence and file
3 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
4 the Court as provided in the Notice. Class Members will have forty-five (45) days from the date of
5 the Notices to postmark their written objections to the Claims Administrator. Class Members who
6 fail to timely submit objections in the manner specified above shall be deemed to have waived any
7 objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to
8 the Settlement.

9 14. The motion in support of final approval of the Settlement and the motion for
10 attorneys' fees and costs shall be filed with the Court and served on all counsel no later than sixteen
11 (16) court days before the Final Approval Hearing.

12 15. The Settlement is not a concession or admission and shall not be used against
13 Defendant as an admission or indication with respect to any claim of any fault or omission by
14 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
16 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed
17 to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of
18 a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing,
19 omission, concession, or damage.

20 16. In the event the Settlement does not become effective in accordance with the terms
21 of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to
22 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
23 and the Parties shall revert to their respective positions as of before entering into the Stipulation.

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PRELIMINARY APPROVAL ORDER

1 17. The Court reserves the right to adjourn or continue the date of the final approval
2 hearing and all dates provided for in the Stipulation without further notice to Class Members and
3 retains jurisdiction to consider all further applications arising out of or connected with the proposed
4 Settlement.

5 **IT IS SO ORDERED.**

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7 Dated: _____

HON. MARIE S. WEINER
JUDGE, SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN MATEO