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FILED
Superior Court of California
County of Los Angeles

12/18/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KEATON MCGUIRE, BRETT ALLISON,
EDWARD PIPER, on behalf of themselves and
all others similarly situated,

Plaintiff,

vs.

GRID ALTERNATIVES, a California Non-
Profit Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 19STCV28671

*Assigned for All Purposes to: Hon. Lawrence
P. Riffe, Dept. 7*

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
SERVICE AWARD, AND ENTERING OF
FINAL JUDGMENT**

Date: December 18, 2023
Time: 11:00 a.m.
Dept. Dept. 7

Action Filed: August 16, 2019

1 This matter came before the Court on December 18, 2023, at 11:00 a.m., in Department
2 7 of the above-captioned Court, the Honorable Lawrence P. Riffe presiding, for a Motion for Final
3 Approval of Class Action Settlement, Attorneys’ Fees, Costs, Class Representative Service
4 Award, and Entering of Final Judgment. Having received and considered the Amended Settlement
5 Agreement, the supporting papers filed by the Parties, and the evidence and argument received by
6 the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement,
7 and the instant Plaintiff’s Motion for Final Approval of Class Action Settlement, Attorneys’ Fees,
8 Costs, Class Representative Service Award, and Entering of Final Judgment (“Final Approval
9 Motion”), the Court grants final approval of the Settlement and **HEREBY ORDERS AND**
10 **MAKES THE FOLLOWING DETERMINATIONS:**

11 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
12 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
13 Settlement, of their right to receive their proportional Individual Settlement Payment, of their
14 right to request exclusion from the Class and the Settlement, of their right to comment upon or
15 object to the Settlement and to appear in person or by counsel at the final approval hearing and
16 of the date set for the Final Approval hearing. Adequate periods of time were provided by each
17 of these procedures.

18 2. In response to the Notice, no members of the Class have requested exclusion from
19 the settlement. No members of the Class filed written objections to the Settlement or stated an
20 intention to appear at the final approval hearing.

21 3. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the Class Members’ response. The Court finds
24 and determines that the Notice provided in the Action was the best notice practicable, which
25 satisfied the requirements of law and due process.

26 4. The Court further finds and determines that the terms of the amended Settlement
27 Stipulation, a true and correct copy of which is attached hereto as **Exhibit A**, are fair, reasonable,
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1 and adequate to the Class and to each Class Member and that the Settlement is ordered finally
2 approved, and that all terms and provisions of the amended Settlement Stipulation should be and
3 hereby are ordered to be consummated.

4 5. The Court has certified a Class, as that term is defined in and by the terms of the
5 Amended Settlement Stipulation, and the Court deems this definition sufficient for purposes of
6 California Rule of Court, Rule 3.765(a).

7 6. The Court hereby approves the terms set forth in the amended Settlement
8 Stipulation and finds that the Settlement is, in all respects, fair, adequate, and reasonable, and
9 directs the Parties to effectuate the Settlement according to its terms. The Court finds that the
10 Settlement was reached as a result of informed and non-collusive arm's-length negotiations
11 facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive
12 investigation, research, and discovery and that their attorneys were able to reasonably evaluate
13 their respective positions. The Court also finds that Settlement will enable the Parties to avoid
14 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
15 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part
16 of the Settlement and recognizes the significant value accorded to the Class.

17 7. The Court hereby confirms the Barkhordarian Law Firm, PLC, and the Shah Law
18 Group as Class Counsels in this action.

19 8. The Court hereby confirms Plaintiff Keaton McGuire as the Class Representative
20 in this action.

21 9. The Court finds and determines that the Individual Settlement Payments provided
22 for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court
23 hereby gives final approval to and orders the payment of those amounts to be made to the
24 participating members of the Class in accordance with the terms of the Settlement.

25 11. The Court finds and determines the Class Representative Award/General Release
26 Payment in the sum of \$7,500.00; or: \$_____ to Plaintiff McGuire is
27 fair and reasonable. The Court hereby orders the Administrator to make this payment to the
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1 Plaintiff/Class Representative in accordance with the terms of the Settlement Agreement.

2 12. The Court finds and determines that the payment to be paid to the Settlement
3 Administrator, CPT Group, Inc. in the sum of \$10,000.00; or \$_____ for its
4 fee and expenses incurred is fair and reasonable. The Court hereby orders the Administrator to
5 make this payment to itself in accordance with the terms of the Settlement Agreement.

6 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and
7 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in
8 the sum of \$160,000.00 or \$_____ allocated 50% to Barkhordarian Law Firm
9 and 50% to the Shah Law Group. The Court finds such amounts to be fair and reasonable. The
10 Court hereby orders the Settlement Administrator to make these payments in accordance with the
11 terms of the Settlement Agreement.

12 14. Pursuant to the terms of the Settlement, and the authorities, evidence, and
13 argument submitted by Class Counsel, the Court hereby awards litigations costs in the sum of
14 \$15,188.97 or \$_____ to Barkhordarian Law Firm and \$4,816.60 or
15 \$_____ to the Shah Law Group. The Court finds such amounts to be fair and
16 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
17 accordance with the terms of the Settlement Agreement.

18 14. Neither Defendant nor any related persons or entities shall have any further
19 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
20 except as provided for by the Settlement Agreement.

21 15. The Court finds and determines that the releases contained in the amended
22 Settlement Agreement attached hereto are appropriate and shall bind all Class Members who did
23 not timely opt out of the Settlement.

24 16. Nothing in this Order shall preclude any action to enforce the Parties' obligations
25 pursuant to the Amended Settlement Agreement or pursuant to this Order, including the
26 requirement that Defendants make payments to Participating Class Members in accordance with
27 the Settlement Agreement.
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17. The Court finds and determines that nothing in the Amended Settlement Agreement, this Order, or the Judgment (1) is intended or will be construed as an admission of liability or wrongdoing by Defendants or (2) may be offered or admitted in evidence against Defendants (other than solely in connection with this Settlement).

18. The Court hereby enters final judgment in this case in accordance with the terms of the Amended Settlement Agreement, Preliminary Approval Order, and this Order.

19. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Amended Settlement Agreement and this Court's Order Granting Final Approval.

20. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, **and enforcement of this order and the Settlement.**

21. The court sets a non-appearance case review regarding the distribution of the settlement proceeds for July 12, 2024 at 9:00 a.m. The administrator shall file a declaration re same at least five court days before that review hearing.

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JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules 3.769 and 8.104 of the California Rules of Court whereby named Plaintiff/Class Representative and all Class Members shall take nothing from Defendants except as expressly set forth in the Amended Settlement Agreement, in conjunction with Plaintiff's Final Approval Motion. The Court pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the terms of the judgment.

IT IS SO ORDERED.

DATED: 12/18/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Honorable Lawrence P. Riff
Judge of the Superior Court

EXHIBIT

A

1 Michael A. Hood (SBN 71258)
2 Kelli M. Dreger (SBN 267404)
3 Jordan Wysocki (SBN 334671)
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11 Attorneys for Defendant GRID ALTERNATIVES

12 GREGORY P. WONG (SBN: 204502)
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21 SANDEEP J. SHAH (SBN: 210449)
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27 Email: sandeep@theshahlawgroup.com

28 Attorneys for Plaintiffs Keaton McGuire,
Brett Allison and Edward Piper on behalf of
themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, SPRING STREET**

KEATON MCGUIRE, BRETT ALLISON,
EDWARD PIPER, on behalf of themselves and all
others similarly situated,

Plaintiffs,

v.

GRID ALTERNATIVES, a California Non-Profit
Corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 19STCV28671

Assigned for all purposes to:
Hon. Lawrence P. Riff, Dept. 7

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

Action Filed: August 16, 2019

1 This Joint Stipulation of Class Action Settlement and Release (hereinafter, "Settlement") is made
2 and entered into by and between Plaintiffs KEATON MCGUIRE, ("Plaintiff"), individually and on behalf
3 of the Settlement Class, as defined below, on the one hand, and Defendant GRID ALTERNATIVES
4 ("Defendant"), on the other hand, and is subject to the terms and conditions hereof and the approval of the
5 Court.

6 I. DEFINITIONS

7 1. "Class Counsel" refers to the law firms of the Barkhordarian Law Firm, PLC and Shah
8 Law Group, P.C.

9 2. "Class Notice" means the Notice of Proposed Class Action Settlement that shall be mailed
10 to Settlement Class Members, subject to court approval, in substantially the form attached hereto as
11 "**Exhibit A.**"

12 3. "Defendant's Counsel" refers to the law firm of Jackson Lewis P.C.

13 4. "Parties" means Plaintiff and Defendant, collectively.

14 5. "PCMs" means putative Supervisor class members.

15 6. "Participating Settlement Class Member" means a Settlement Class Member who does not
16 timely exclude himself or herself from the Settlement pursuant to the terms of this Settlement Agreement.

17 7. "Settlement" or "Settlement Agreement" shall be the collective terms and conditions set
18 forth by way of this Second Amended Joint Stipulation of Class Action Settlement and Release.

19 8. "Settlement Administrator" shall be CPT Group, the third-party company responsible for
20 administering the settlement set forth in this Settlement Agreement.

21 9. "Settlement Class" means all current and former PCMs who worked for Defendant, within
22 the state of California at any time during the Settlement Period.

23 10. "Settlement Class Member" means an individual member of the Settlement Class.

24 11. "Settlement Period" is the period from August 16, 2015, through and including June 13,
25 2022, or the date of preliminary approval, whichever last occurs.

26 12. "Supervisor" means those current and former employees of Defendant who worked as
27 exempt, salaried employees, anywhere within the state of California at any time during the Settlement
28 Period who held the job title any of the following job titles: "Solar Installation Supervisor"; "Tribal HQ

1 Solar Installation Supervisor”; “Senior Solar Installation Supervisor”; “Field Manager”; “Commercial
2 Solar Installation Supervisor”; “Residential Field Manager”; “Solar Installation Supervisor and System
3 Designer”; “Project Designer/Solar Installation Supervisor”; “Warehouse Manager”; “Lead Commercial
4 Solar Installer”; Field Operations Manager”; “Construction Manager”; “Logistics Manager”; and,
5 “Construction Field and Safety Manager”.

6 13. “Total Workweeks” means the number of calendar workweeks that the Participating
7 Settlement Class Member held an exempt, salaried position during the Settlement Period and during which
8 he or she performed any work.

9 **II. BACKGROUND AND RECITALS**

10 14. On August 16, 2019, Plaintiffs Keaton McGuire (“Plaintiff”), Brett Allison and Edward
11 Piper filed a Class Action Complaint against Defendant GRID Alternatives in the Los Angeles County
12 Superior Court, Case No. 19STCV28671 (the “Action”). The Action alleges that Defendant failed to pay
13 minimum wages, pay overtime wages, furnish accurate itemized wage statements, pay all wages due to
14 quitting and discharged employees, provide rest breaks, maintain payroll records to the proposed putative
15 classes of PCMs and “GRID VOLUNTEERS” (who were allegedly persons who during the relevant time
16 period performed work for Defendant in the State of California on solar installation projects as
17 “volunteers” without receiving any form of monetary compensation).

18 15. On August 10, 2021, the Court granted Defendant’s Motion for Summary Adjudication as
19 to the Volunteer class and held that GRID VOLUNTEERS are bona fide volunteers not subject to
20 California’s wage-and-hour laws.

21 16. As a result, the only claims that remain are Plaintiff’s causes of on behalf of himself and
22 all current and former PCMs.

23 17. Plaintiff also alleges that Defendant unfairly and unlawfully competed in violation of
24 Business and Professions Code Section 17200 et seq. The Action asserts that Defendant violated and/or
25 the proposed PCMs seek penalties under Labor Code sections 201, 202, 203, 204, 226, 226.3, 226.7, 510,
26 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and analogous provisions of the applicable Wage
27 Order.

28 18. On June 13, 2022, the Parties mediated before Mr. Michael D. Young, who is a highly

1 experienced and well-regarded mediator for wage and hour class action litigation. At the mediation,
2 Plaintiff also alleged that Defendant failed to provide meal periods and intended to seek wages and
3 penalties under Labor Code sections 226.7, 512, and analogous provisions of the applicable Wage Order.
4 At the mediation, the Parties were able to reach a settlement in principle, after which they signed a
5 Memorandum of Understanding (“MOU”) setting forth the substantive terms of a class-wide settlement
6 pending the Parties’ agreement on a long-form class settlement agreement. The Parties now enter into
7 this Settlement Agreement to submit to the Court for approval in accordance with their agreement.

8 19. Plaintiff believes the Action is meritorious. Plaintiff and Class Counsel have considered
9 the expense and length of continued proceedings necessary to continue the Action against Defendant
10 through pre-trial motions, trial, and any possible appeals. Plaintiff and Class Counsel have also taken into
11 account the uncertainty and risk of the outcome of further litigation, and the difficulties inherent in such
12 litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability
13 for the claims asserted in the Action, Defendant’s defenses thereto, and the difficulties in establishing
14 Plaintiff’s entitlement to monetary recovery and relief. Plaintiff and Class Counsel have also considered
15 the settlement negotiations conducted by the Parties and the recommendations of the mediator, Mr. Young.

16 20. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement is
17 fair and reasonable, and in the best interests of Plaintiff and the Settlement Class. Class Counsel represent
18 that they have conducted a thorough investigation into the facts of this case and have diligently pursued
19 an investigation of the claims against Defendant. Based on their own independent investigation and
20 evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in
21 the best interests of the Settlement Class Members in light of all known facts and circumstances.

22 21. Defendant disputes the merits of the Action and denies all liability or wrongdoing of any
23 kind associated with the claims alleged in the Action or otherwise. Defendant contends, inter alia, that at
24 all times it fully complied with all state and federal wage and hour laws, including all Labor Code and
25 Wage Order requirements, and all regulations applicable to Plaintiff and the Settlement Class in
26 connection with the services performed for Defendant. In reaching this Settlement, Defendant has taken
27 into consideration the potential expense and length of the Action should it proceed further. Nothing
28 contained in this Settlement Agreement, nor any documents referred to herein, nor any action taken to

1 carry out and/or consummate the Settlement is, or may be construed as, or may be used as, an admission
2 of liability, culpability, negligence, or wrongdoing by or against Defendant as to the merits or lack thereof
3 of the claims being settled by this Settlement Agreement.

4 22. Defendant is only agreeing to certification of a class for settlement purposes only. By
5 entering into this Settlement Agreement, Defendant does not waive, and instead expressly reserves, its
6 right to challenge the propriety of class certification for any purpose should Settlement not achieve final
7 approval for any reason.

8 23. If the Settlement does not receive final approval from the Court, the Parties agree that the
9 Action shall revert to the procedural posture that existed as of the date the first Party executed the MOU,
10 including, but not limited to, Defendant's rights to enforce any arbitration agreements that exist between
11 Defendant and any individual member of the Settlement Class.

12 24. The Parties have conducted both formal and informal discovery and investigation of the
13 facts and law. Such discovery and investigation have included, inter alia, the exchange of informal data
14 and discoverable information in preparation for the mediation sessions, and depositions of each of the 3
15 named Plaintiffs and Defendant's Person Most Knowledgeable. The Parties have analyzed payroll and
16 other data pertaining to Plaintiff and the Settlement Class during the relevant Settlement Period, including,
17 but not limited to, the numbers of former and current members of each purported subclass within the
18 Settlement Class, average workweeks, and average rate of hourly pay. In addition, Defendant also
19 provided documents reflecting their wage and hour policies and practices during the Settlement Period
20 and information regarding the total number of current and former employees in the Settlement Class.

21 25. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge
22 the Settlement Class Released Claims, defined herein below. In addition, the individual Plaintiff agrees
23 to enter into a general release of all claims as more particularly set forth below.

24 26. The Parties intend that this Settlement Agreement shall include a full and complete
25 settlement and release, as more particularly set forth below, of Defendant, and each of its past, present and
26 future affiliates, parent companies, subsidiaries, shareholders, lenders, officers, partners, directors,
27 employees, agents, attorneys, insurers, predecessors, representatives, accountants, plan administrators,
28 heirs, trustees, and successors and assigns, and each and all of their respective past, present, and future

1 officers, partners, directors, servants, agents, shareholders, members, employees, representatives,
2 accountants, insurers, and attorneys and all persons acting under, by, through, or in concert with any of
3 them (the “Released Parties”).

4 27. The Parties agree to cooperate and take all steps necessary and appropriate to obtain
5 preliminary and final approval of the Settlement and to effectuate all aspects of the Settlement.

6 **III. CERTIFICATION OF SETTLEMENT CLASS**
7 **FOR SETTLEMENT PURPOSES ONLY**

8 28. For settlement purposes only, the Parties conditionally stipulate and agree that the
9 requisites for establishing class certification are met with respect to the “Settlement Class,” as defined
10 above, and stipulate to certification under Code of Civil Procedure section 382 of this class for purposes
11 of this Settlement only.

12 29. Defendant does not waive, and instead expressly reserves, its right to challenge the
13 propriety of class certification for any purpose should the Court not approve the Settlement.

14 30. In connection with the proposed certification of the Settlement Class, the Parties shall
15 cooperate and present to the Court for its consideration any additional competent evidence, as may be
16 requested by the Court, under the applicable due process requirements and standards for class certification.

17 **IV. STRUCTURE OF THE SETTLEMENT**

18 31. NOW, THEREFORE, in consideration of the mutual covenants, promises, and warranties
19 set forth herein, the Parties agree, subject to the Court’s approval, as follows:

20 A. This Action shall be settled and compromised as between Plaintiff, the Settlement
21 Class, and Defendant, subject to the terms and conditions set forth in this Settlement Agreement and the
22 approval of the Superior Court of California, County of Los Angeles. In the event that Judgment is not
23 entered, or in the event that this Settlement Agreement is modified in any material respect, or in the event
24 that the Effective Date, as defined herein, does not occur, this Settlement Agreement shall be deemed null
25 and *void ab initio* and shall be of no force or effect whatsoever, and shall not be referred to or utilized for
26 any purpose whatsoever.

27 B. Gross Settlement Amount: The settlement is in the gross amount of FOUR
28 HUNDRED EIGHTY THOUSAND DOLLARS AND ZERO CENTS (\$480,000.00) (hereinafter, the

1 “Gross Settlement Amount”). The Gross Settlement Amount shall be inclusive of, as described and
2 defined herein, all settlement payments to Participating Settlement Class Members, the costs of settlement
3 administration, Class Counsel’s reasonable attorneys’ fees, Class Counsel’s actual reasonable litigation
4 expenses and costs, service fee award to Plaintiff, any taxes and withholdings owing to any governmental
5 authorities for the employee portion of any payroll taxes, and any other costs or expenses associated with
6 the Settlement. Defendant shall pay its share of payroll taxes separately. This is a non-reversionary
7 settlement.

8 C. Net Settlement Amount: The Net Settlement Amount shall be the Gross Settlement
9 Amount, less all of the following: the costs of settlement administration (subject to the approval of the
10 Court), Class Counsel’s reasonable attorneys’ fees, expenses, and costs (subject to the approval of the
11 Court), and Plaintiff’s service fee awards (subject to the approval of the Court). As of June 13, 2022, the
12 Settlement Class was estimated to be 57 persons. If the Settlement Class is ultimately greater than 57
13 persons, the Defendant has the option to choose to increase Net Settlement Amount on a proportional
14 basis equal to a fraction, the numerator of which is the number of Settlement Class Members in excess of
15 57 and the denominator of which is 57 in order to include any more than 57 persons. Should the Settlement
16 Class exceed 75 persons, Defendant has the option of canceling the settlement.

17 D. Payments to Participating Settlement Class Members: Each Participating
18 Settlement Class Member’s respective share of the Net Settlement Amount shall be calculated as follows:

19 i. As described below, Defendant will provide the Settlement Administrator
20 with Settlement Class Information (as defined herein), including the Settlement Class Members’
21 respective dates of employment as an exempt, salaried employee within thirty (30) calendar days after the
22 Court enters an Order granting preliminary approval of this Settlement.

23 ii. After final approval of this Settlement and according to the timetables set
24 forth in this Settlement Agreement, each Participating Settlement Class Member shall ultimately be
25 entitled to a distribution (the “Settlement Share”) in the amount of that fraction of the Net Settlement
26 Amount, in which the numerator is the number of the respective Participating Settlement Class Member’s
27 Total Workweeks, and the denominator is the sum, aggregate total of all Participating Settlement Class
28 Members’ Total Workweeks.

1 iii. The Settlement Share shall be allocated as follows: one-third to the payment
2 of wages/unpaid premium pay (the “Wage Portion”), one-third to interest, and one-third to penalties. Each
3 Participating Settlement Class Member shall assume full responsibility and liability for correctly
4 characterizing the Settlement Share he or she receives for tax purposes and for the payment of any other
5 taxes owing on that amount.

6 E. Class Counsel Attorneys’ Fees: Defendant agrees that it will not oppose Plaintiff’s
7 request for an award of attorneys’ fees to Class Counsel in an amount up to one-third (1/3) of the Gross
8 Settlement Amount (which shall include any additional sums that must be paid by Defendant pursuant to
9 Section 31(C)) or One Hundred Sixty Thousand Dollars (\$160,000.00), whichever is greater,) in order to
10 compensate and reimburse Class Counsel for all of the work already performed in this case, all of the work
11 remaining to be performed by Class Counsel in documenting the Settlement, securing Court approval of
12 the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining
13 final approval of this Settlement. Plaintiff believes such a percentage fee is warranted considering, without
14 limitation: (1) the time and labor required of Class Counsel in this Action; (2) the complexity involved
15 and the results obtained; (3) the potential contingent nature of the compensation; (4) the opportunity costs
16 to Class Counsel in the time the engagement has taken away from other potential matters; and (5) the
17 informed consent of Plaintiff to a percentage fee to Class Counsel of up to one-third of the Gross
18 Settlement Amount. The Parties acknowledge and understand that Class Counsel’s attorneys’ fees will
19 be paid from the Gross Settlement Amount and that should the Court approve a lesser amount than set
20 forth in this subparagraph, the unapproved amount shall be allocated to the Net Settlement Amount.

21 F. Class Counsel’s Costs: Class Counsel will separately seek recovery of their actual,
22 reasonable litigation costs and expenses. Defendant agrees that it will not oppose or otherwise object to
23 Plaintiff’s request for an award of actual reasonable litigation expenses and costs in the amount up to
24 Twenty-Five Thousand Dollars (\$25,000.00). The Parties acknowledge and understand that Class
25 Counsel’s costs will be paid from the Gross Settlement Amount and that should the Court approve a lesser
26 amount than set forth in this subparagraph, the unapproved amount shall be allocated to the Net Settlement
27 Amount.

1 G. Enhancement Payment for Plaintiff: Subject to Court approval, Defendant will not
2 object to a request by Plaintiff for a service fee award of up to Seven Thousand Five Hundred Dollars
3 (\$7,500.00). It is understood that this service fee award is in addition to Plaintiff's Settlement Share as a
4 Participating Settlement Class Member. The Settlement Administrator will issue IRS Form 1099s for the
5 service fee award to Plaintiff. Plaintiff shall assume full responsibility and liability for correctly
6 characterizing this compensation on his personal income tax return for tax purposes and for paying any
7 taxes on the amounts received. The Parties acknowledge and understand that the service fee award will
8 be paid from the Gross Settlement Amount and that should the Court approve a lesser amount than set
9 forth in this subparagraph, the unapproved amount shall be allocated to the Net Settlement Amount.

10 H. Settlement Administration Costs: The parties have selected CPT Group as the
11 Settlement Administrator in this action. The Settlement Administrator has agreed to perform all necessary
12 class settlement administration duties for a fee estimated to be no more than \$10,000.00. These
13 administration duties shall include, without limitation, searching for updated addresses before mailing the
14 Class Notice, performing necessary skip traces on notices returned as undeliverable, calculating,
15 processing, and mailing settlement checks, handling tax withholding, contributions, reporting, and filings.
16 The Parties acknowledge and understand that the Settlement Administrator's fees will be paid from the
17 Gross Settlement Amount and that any unapproved or unused portion below the amount set forth in this
18 paragraph shall be allocated to the Net Settlement Amount.

19 32. Effective Date. The "Effective Date" of this Settlement will be the date of entry of the
20 Order and Judgment granting final approval of the Settlement (the "Judgment"), if no objections to the
21 Settlement are filed. If objections are filed and overruled, and no appeal is taken, then the Effective Date
22 will be sixty-five (65) calendar days after the entry of the Judgment. If an appeal is taken from the Court's
23 overruling of objections to the Settlement, then the Effective Date will be twenty (20) calendar days after
24 the appeal is dismissed or after an appellate decision affirming the Judgment becomes final.

25 33. Settlement Payout Timetable: Within thirty (30) calendar days of the Effective Date,
26 Defendant will provide to the Settlement Administrator a sum in the amount required to satisfy all required
27 payments and distributions pursuant to this Settlement and the order and Judgment of final approval
28 including, to the extent ordered, all Settlement Shares to Participating Settlement Class Members, Court-

1 approved Class Counsel's attorneys' fees and costs, Plaintiff's enhancement payment, and costs of
2 settlement administration, as defined in paragraph 29 above. In addition, Defendant will provide to the
3 Settlement Administrator the employer's share of payroll taxes on the Wage Portion of all the Settlement
4 Shares to Participating Settlement Class Members under the terms of this Settlement. Within fourteen (14)
5 calendar days of the Settlement Administrator's receipt of the sum from Defendant, the Settlement
6 Administrator will make all required distributions pursuant to this Settlement and the order and Judgment
7 of final approval including, to the extent ordered, all Settlement Shares to Participating Settlement Class
8 Members and Court-approved Class Counsel's attorneys' fees, costs, and Plaintiff's enhancement
9 payments.

10 34. Resolution of Disputes: Any Settlement Class Member may challenge the computation of
11 his or her Total Workweeks by submitting a written dispute in conformity with the instructions contained
12 in the Class Notice. Any such dispute must contain the amount of Total Workweeks that the Settlement
13 Class Member contends to have worked as an exempt, salaried employee, along with supporting
14 documentation. Disputes must be mailed or faxed to the Claims Administrator, postmarked or fax-
15 stamped by no later than the Response Deadline (defined below) to be considered. Counsel for the Parties
16 will make a good faith effort to resolve the dispute informally. If counsel for the Parties cannot agree, the
17 dispute shall be determined by the Settlement Administrator, who shall examine all available written
18 records in an attempt to resolve the dispute. Defendant's records shall be presumed accurate and control
19 unless the Settlement Class Member provides satisfactory proof that Defendant's records are incorrect. In
20 any event, the Settlement Administrator will make every reasonable effort to resolve any such disputes
21 before final approval of this Settlement, and if any disputes cannot be resolved by that time, they will be
22 resolved by the Court at the Final Approval Hearing. Plaintiff will submit all disputes, including all
23 supporting documents provided by Class Members concurrently with the Motion for Final Approval.

24 **V. NOTICE TO THE SETTLEMENT CLASS**

25 35. Subject to Court approval, the Parties agree that, within thirty (30) calendar days after the
26 Court enters an Order granting preliminary approval of the Settlement, or such other amount of time as
27 the Court may Order, Defendant will provide to the Settlement Administrator the following information
28 for each Settlement Class Member in a reasonable format requested by the Settlement Administrator: (1)

1 full name; (2) last known home/ mailing address and telephone numbers; (3) social security number; (4)
2 dates of employment as an exempt, salaried employee; and (5) the number of Total Workweeks worked
3 by each Settlement Class Member as an exempt, salaried employee during the Settlement Period
4 (collectively, the “Settlement Class Information”). The Settlement Class Information in (1) through (4)
5 shall be based on the data kept in the ordinary course of business in Defendant’s records. The Settlement
6 Administrator will perform address updates and verifications, as necessary, prior to the first mailing.
7 Within fifteen (15) calendar days after the Settlement Administrator receives the Settlement Class
8 Information from Defendant, and subject to Court approval, the Settlement Administrator will mail the
9 Class Notice and the Settlement Information Form, the proposed form of which is attached hereto as
10 “**Exhibit B,**” both of which will be in English and Spanish, by first class mail.

11 **VI. SETTLEMENT ADMINISTRATOR’S DUTIES AND EXCLUSION AND OBJECTION**

12 **PROCESS**

13 36. Settlement Class Members will be permitted up to sixty (60) calendar days from the date
14 the Class Notices are mailed (the “Response Deadline”) by the Settlement Administrator to postmark or
15 fax their Exclusion Request (as defined below) or objection to the Settlement (as described below) to the
16 Settlement Administrator at the address and/or fax number indicated on the Class Notice. To be valid, an
17 Exclusion Request or objection must be timely submitted on or before the Response Deadline and must
18 follow the procedures outlined below. These procedures must also be described in the Notice. If a
19 Settlement Class Member submits a valid Exclusion Request, he or she has no right to object to the
20 Settlement.

21 37. Exclusion Requests. Any Settlement Class Member, other than Plaintiff, may elect to
22 exclude themselves from the Settlement by the Response Deadline. To be effective, any such “Exclusion
23 Request”: (i) must be made in writing; (ii) must contain the name, address, telephone number, and last
24 four digits of the social security number of the Settlement Class Member requesting exclusion; (iii) must
25 be signed by the Settlement Class Member who is electing to be excluded; and (iv) must be mailed or
26 faxed to the Settlement Administrator on or before the Response Deadline. As applicable, the date of the
27 postmark on the mailing envelope or the date indicated on the facsimile transmission report shall be the
28 exclusive means to determine whether an Exclusion Request is timely. Any Settlement Class Member

1 who timely submits an Exclusion Request in compliance with these requirements: (i) shall not have any
2 rights under this Settlement Agreement; (ii) shall not be entitled to receive his or her Settlement Share;
3 (iii) shall not be entitled to submit an objection to this Settlement Agreement; and (iv) shall not be bound
4 by this Settlement Agreement, or the Judgment, including but not limited to the Settlement Class Member
5 Released Claims.

6 38. Defendant's Option to Void Settlement. In the event that ten or more members of the
7 Settlement Class submit timely Exclusion Requests, Defendant shall have the option at its sole discretion
8 to void the Settlement, in which case the Action shall revert to the procedural posture that existed as of
9 the date the first Party executed the MOU, including, but not limited to, Defendant's rights to enforce any
10 arbitration agreements that exist between Defendant and any individual member of the Settlement Class.

11 39. Objections. Any Settlement Class Member, other than Plaintiff or any Settlement Class
12 Member who submits an Exclusion Request, may object to final approval of this Settlement in writing,
13 through an attorney, or verbally at the final approval hearing, as permitted by the Court. If such objection
14 is made in writing, it must be either mailed or faxed to the Settlement Administrator by no later than the
15 Response Deadline. As applicable, the date of the postmark on the mailing envelope or the date indicated
16 on the facsimile transmission report shall be the exclusive means to determine whether the written
17 objection is timely. A written objection must clearly state the name of the case and case number and must
18 also include the objector's full name, address, and dates of employment at Defendant, the basis for any
19 objection and, if the objector is represented by counsel, the name and address of the objector's counsel.
20 The written objection also shall state whether the Class Member intends to formally intervene and become
21 a party of record. The written objection must also state whether the Settlement Class Member intends to
22 appear at the final approval hearing and present oral argument. At the Court's discretion, any Settlement
23 Class Member who has not complied with these requirements may nevertheless be heard at the final
24 approval hearing. Any Settlement Class Member who fails to comply with these requirements will be
25 deemed to have waived any right to object and any and all objections to the Settlement Agreement. The
26 Settlement Administrator shall promptly forward any and all objections that it receives to Class Counsel
27 and Defendant's Counsel.
28

1 40. The Settlement Administrator will perform one skip-trace on any returned Class Notices
2 and re-mail Class Notices to any updated address (if any) within three (3) business days of receipt of the
3 returned mail for all returned mail received by the Settlement Administrator on or before the Response
4 Deadline. The deadline for a Settlement Class Member who has been re-mailed the Class Notice, to submit
5 an Exclusion Request or to object to the Settlement, shall be the later of the Response Deadline or fifteen
6 (15) calendar days from the date the Class Notice is re-mailed. It is the intent of the Parties that the
7 Settlement Administrator use reasonable and customary means to locate Settlement Class Members.

8 41. Within five (5) business days of receipt by the Settlement Administrator of any timely
9 submitted, but deficient, Exclusion Request, the Settlement Administrator will send a deficiency notice to
10 the Settlement Class Member regarding any irregularities (“Deficiency Notice”). The Deficiency Notice
11 will provide any applicable Settlement Class Member no more than fifteen (15) calendar days from the
12 mailing of any Deficiency Notice to postmark the response to any deficiencies in writing. The failure of
13 a Settlement Class Member to cure a deficiency shall invalidate an Exclusion Request, unless counsel for
14 both Parties stipulate otherwise.

15 42. At thirty (30) calendar days prior to the Response Deadline, the Settlement Administrator
16 shall mail to each Settlement Class Member who has not yet submitted an Exclusion Request or objection
17 to the Settlement, the reminder postcard that is, subject to court approval, substantially in the form attached
18 hereto as “**Exhibit C.**”

19 43. On a weekly basis, the Settlement Administrator will advise Class Counsel and
20 Defendant’s Counsel regarding the number of Exclusion Requests or objections that have been submitted.
21 The Settlement Administrator shall be responsible for calculating the Settlement Share for each
22 Participating Settlement Class Member, issuing payments to Participating Settlement Class Members, and
23 performing all other settlement administration duties required by this Settlement Agreement. After the
24 Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel
25 with a report listing the amount of all payments to be made to each Participating Settlement Class Member.
26 Proof of Payment will be filed with the Court and provided to the Parties’ respective counsel.

27 44. The Settlement Administrator shall withhold all payroll and income taxes required by law
28 to be withheld and/or paid on behalf of the employees from the distributions to the Settlement Class (which

1 shall come from the Gross Settlement Amount), and report and remit the same, as well as the employer's
2 share of payroll taxes that it receives from Defendant (which, the employer's share of the payroll taxes
3 are in addition to the Gross Settlement Amount), to the appropriate government agencies. The Settlement
4 Administrator shall report individual settlement amounts to all required taxing and other authorities, and
5 issue IRS Forms W-2 and 1099s. Upon completion of administration of the Settlement, the Settlement
6 Administrator shall provide written certification of such completion to the Court and counsel for all
7 Parties.

8 45. Checks issued by the Settlement Administrator to Participating Settlement Class Members
9 for their respective Settlement Shares shall be negotiable for one hundred and eighty (180) calendar days.
10 At the conclusion of the 180-day period the checks shall be void. If any settlement check(s) remains
11 uncashed after 180 days from issuance, the Settlement Administrator shall transfer the value of the
12 uncashed checks, plus any interest that has accrued thereon, to the State Controller's Office – Unclaimed
13 Property Fund, under the unclaimed property laws in the name of the Settlement Class member. The
14 Settlement Administrator shall void any tax documents issued to Settlement Class members who did not
15 cash their checks within 180 days of issuance. In such event, such Settlement Class member shall
16 nevertheless remain bound by the Settlement. Prior to the Final Approval hearing, the Parties shall provide
17 the Court the total amount that will be payable to the Settlement Class member. The Parties also shall
18 request that the Court set a date for the Parties to report to the Court the total amount that was actually
19 paid to Settlement Class members.

20 **VII. SETTLEMENT CLASS RELEASED CLAIMS**

21 46. Other than the rights created by this Settlement Agreement, upon the later of (1) the
22 Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator
23 a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement
24 and the order and Judgment of final approval, Plaintiff and each Settlement Class Member who has not
25 provided a timely and valid Exclusion Request shall fully release and discharge the Released Parties from
26 any and all claims, causes of action, disputes, debts, liabilities, demands, obligations, guarantees, costs,
27 expenses, attorneys' fees, penalties, and damages (including but not limited to liquidated, exemplary,
28 punitive, and statutory damages), whether suspected or unsuspected, contingent or accrued, known or

1 unknown, that have been pled or could have been pled based upon the factual allegations and issues set
2 forth in the Action, for any acts occurring during the Settlement Period, including, without limitation,
3 those for failure to pay minimum wages; failure to pay overtime or other premium pay; failure to provide
4 meal periods; failure to provide paid rest periods; failure to provide compliant pay stubs and itemized
5 wage statements; failure to timely pay wages to terminated and resigning employees; claims for alleged
6 violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7,
7 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and their subparts, and applicable
8 IWC Wage Orders; derivative claims for civil penalties under the Labor Code Attorneys General Act of
9 2004, Labor Code sections 2698, *et seq.*; derivative claims for unfair, unlawful, and fraudulent business
10 practices under the California Business and Professions Code sections 17200, *et seq.*, and/or any other
11 unfair competition law; any other state statute, rule, or regulation that could have been pled based upon
12 the factual allegations and issues set forth in the Action; and all related remedies of any nature whatsoever,
13 including without limitation all claims for restitution and other equitable relief, injunctive relief, statutory
14 damages, liquidated damages, exemplary damages, punitive damages, waiting-time penalties, statutory
15 penalties, civil penalties, attorneys' fees, costs, and expenses (collectively, the "Settlement Class Released
16 Claims").

17 47. In addition to the Settlement Class Released Claims, any and all Participating Settlement
18 Class Members who cash, deposit or otherwise negotiate the check issued to them for their respective
19 Settlement Share shall also fully release and discharge the Released Parties from any and all claims, causes
20 of action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
21 penalties, and damages (including but not limited to liquidated, exemplary, punitive, and statutory
22 damages), under the Fair Labor Standards Act, 29 U.S.C. sections 201, *et seq.*, whether suspected or
23 unsuspected, contingent or accrued, known or unknown, that have been pled or could have been pled
24 based upon the factual allegations and issues set forth in the Action, for any acts occurring during the
25 Settlement Period. Each check to a Participating Settlement Class Member will carry a legend as follows:
26 "By endorsing and cashing or depositing this check, I agree to the release of any and all claims that I may
27 have against GRID Alternatives under the federal Fair Labor Standards Act pursuant to the terms of the
28 Settlement." The validity of the release in this paragraph shall not be impaired by any action taken by a

1 Participating Settlement Class Member who disputes such legend, such as, for example, by crossing out
2 such legend or signing the check “without prejudice.” Notwithstanding the legend and consistent with the
3 terms of this Settlement, all Participating Settlement Class Members will be bound by the Settlement Class
4 Released Claims regardless of whether or not the Participating Class Member actually receives a check
5 representing his or her respective Settlement Share, or cashes, deposits or otherwise negotiates the check
6 representing his or her respective Settlement Share.

7 **VIII. PLAINTIFF’S GENERAL RELEASE OF ALL CLAIMS**

8 48. Except for the rights created by this Settlement Agreement, in addition to the Settlement
9 Class Released Claims, Plaintiff, individually and on behalf of his executors, administrators,
10 representatives, attorneys, successors, and assigns also knowingly and voluntarily release and forever
11 discharge Defendant and the Released Parties, to the full extent permitted by law, of and from any and all
12 claims, known and unknown, asserted and unasserted, which Plaintiff have or may have against the
13 Released Parties as of the date of execution of this Settlement Agreement including, but not limited to,
14 any alleged violation of Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the
15 Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Family
16 and Medical Leave Act; the Equal Pay Act; the California Family Rights Act – Cal. Gov’t Code § 12945.2;
17 the California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 *et seq.*; the California Equal
18 Pay Law – Cal. Lab. Code § 1197.5; any other federal, state, or local civil or human rights law or any
19 other federal, state, or local law, regulation, or ordinance; any public policy, contract, tort, or common
20 law; or any basis for fees or other expenses, including attorneys’ fees incurred in these matters.

21 49. To affect a full and complete general release as described above, Plaintiff expressly waives
22 and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California and
23 does so understanding and acknowledging the significance and consequence of specifically waiving
24 section 1542. Section 1542 of the Civil Code of the State of California provides, “A general release does
25 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
26 favor at the time of executing the release, and that if known by him or her, would have materially affected
27 his or her settlement with the debtor or released party.” Thus, notwithstanding the provisions of section
28 1542, and to implement a full and complete release and discharge of the Released Parties, Plaintiff

1 expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation,
2 all claims Plaintiff does not know or suspect to exist in his favor at the time of signing this Settlement
3 Agreement and that this Settlement Agreement contemplates the extinguishment of any such claims.

4 **IX. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**

5 50. The Parties shall promptly submit this Settlement Agreement to the Court in support of a
6 request for preliminary approval and determination by the Court as to its fairness, adequacy, and
7 reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the
8 Court for the entry of an order of preliminary approval, substantially in the form attached hereto as
9 “**Exhibit D**,” which shall:

10 A. Schedule a final fairness hearing on the question of whether the proposed
11 Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class;

12 B. Certify the Settlement Class for settlement purposes only;

13 C. Certify this action under Code of Civil Procedure section 382 and Rule 3.760, *et*
14 *seq.*, of the California Rules of Court as a class action for settlement purposes only;

15 D. Approve as to form and content the proposed Class Notice;

16 E. Approve the Settlement Administrator and preliminarily approve the estimated
17 costs of settlement administration;

18 F. Direct the Settlement Administrator to mail the Class Notice by first class mail to
19 the Settlement Class Members;

20 G. Preliminarily approve the Settlement subject only to the objections of Settlement
21 Class Members and final review by the Court;

22 H. Preliminarily approve Class Counsel’s attorneys’ fees and costs subject to final
23 review of the Court; and

24 I. Preliminarily approve the Plaintiff’s enhancement payments subject to final review
25 of the Court.

26 **X. DUTIES OF THE PARTIES PRIOR TO FINAL APPROVAL**

27 51. In advance of the final approval hearing, Class Counsel will submit to the Court a proposed
28 order of final approval and Judgment, substantially in the form attached hereto as “**Exhibit E**,” which

1 **XIII. NO PRIOR ASSIGNMENTS**

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

6 **XIV. NO ADMISSION OF LIABILITY**

7 55. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be
8 construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of
9 Defendant. Defendant expressly deny that it has violated the law in any manner and affirmatively assert
10 that its wage and hour practices, and any other acts related to its employees, are and have been in full
11 compliance with all applicable statutes and regulations. This Settlement Agreement is a settlement
12 document and shall, pursuant to California Evidence Code section 1152, be inadmissible as evidence in
13 any proceeding except a proceeding to enforce its terms. Each of the Parties hereto has entered into this
14 Settlement Agreement with the intention to avoid further disputes and litigation with the attendant
15 inconvenience and expenses.

16 **XV. CONSTRUCTION**

17 56. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the
18 result of lengthy, arms-length negotiations between the Parties and that this Settlement Agreement shall
19 not be construed in favor of or against any party by reason of the extent to which any party or his, her, or
20 its counsel participated in this drafting of this Settlement Agreement.

21 **XVI. CAPTIONS AND INTERPRETATIONS**

22 57. Paragraph titles or captions contained herein are inserted as a matter of convenience and
23 for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or
24 any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

25 58. This Settlement Agreement shall be subject to and governed by the laws of the State of
26 California. The Parties acknowledge that they are subject to the continuing jurisdiction of the Court to
27 enforce the terms of the Settlement contained herein.

1 **XVII. MODIFICATION**

2 59. This Settlement Agreement may not be changed, altered, or modified, except in writing
3 and signed by counsel of the Parties hereto, and approved by the Court. This Settlement Agreement may
4 not be discharged except by performance in accordance with its terms or by a writing signed by the Parties
5 hereto.

6 **XVIII. DEFENDANT’S RIGHT TO RESCISSION**

7 60. Notwithstanding any other provision of this Settlement Agreement, Defendant retain the
8 right, in the exercise of its sole discretion, to nullify the Settlement within ten (10) court days of the
9 Response Deadline, if ten or more Settlement Class Members timely exclude themselves from this
10 Settlement. If Defendant wishes to exercise this right, Defendant must do so by written notice sent by
11 mail or electronic mail to Class Counsel within the ten (10) court day period. None of the Parties or
12 respective counsel shall, directly or indirectly, solicit or otherwise encourage Settlement Class Members
13 to exclude themselves from the Settlement. In the event of such a rescission, no party may use the fact
14 that the Parties agreed to settle this case in any future proceeding in the Action or any other action,
15 including, but not limited to, in support of a motion for class certification or as evidence of Defendant’s
16 liability in this lawsuit or the lack thereof.

17 **XIX. INTEGRATION CLAUSE**

18 61. This Settlement Agreement contains the entire agreement between the Parties relating to
19 the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
20 understandings, representations, and statements, whether oral or written, and whether by a Party or such
21 Party’s legal counsel, are merged herein. No rights hereunder may be waived except in writing.

22 **XX. BINDING ON ASSIGNS**

23 62. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
24 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

25 **XXI. SIGNATORIES**

26 63. It is agreed that because of the large number of Settlement Class Members, it is impossible
27 or impractical to have each Settlement Class Member execute this Settlement Agreement. The Class
28 Notice will advise all Settlement Class Members of the binding nature of the release and such shall have

1 the same force and effect as if this Settlement Agreement were executed by each Settlement Class
2 Member.

3 **XXII. PUBLIC COMMENT**

4 64. The Parties and their counsel agree that they will not issue any press releases, initiate any
5 contact with the press, respond to any press inquiry, or have any communication with the press about the
6 fact, amount, or terms of this Settlement. In addition, the Parties and their counsel agree that they will not
7 engage in any advertising, distribute any marketing materials, or otherwise publish or cause to be
8 published the fact, amount, or terms of this Settlement in any manner that identifies Defendant or that is
9 suggestive of Defendant (i.e., non-profit installer of clean energy technologies, or solar energy), including
10 but not limited to any postings on any websites maintained by Class Counsel. Neither Plaintiff, nor Class
11 Counsel will discuss the fact, amount, or terms of this Settlement with third parties other than (1) their
12 immediate family members; (2) their respective accountants or lawyers as necessary for tax purposes; or,
13 (3) other Settlement Class Members. However, Class Counsel may identify this Settlement in pleadings
14 filed with courts in other matters to demonstrate their adequacy as counsel in such other matters.

15 **XXIII. CONTINUING JURISDICTION AND ADMISSIBILITY**

16 65. The Court shall retain continuing jurisdiction over this case under California Code of Civil
17 Procedure section 664.6 and California Rule of Court 3.769 to ensure performance under this Settlement
18 Agreement. Additionally, it is the intent of the Parties that this Agreement be admissible, binding,
19 enforceable, and subject to disclosure as provided by California Evidence Code section 1123 (a), (b), and
20 (c), and, while maintaining all other aspects of the negotiation privilege/confidentiality, this Agreement
21 will not be deemed inadmissible under the provisions of California Evidence Code section 1119.

22 **XXIV. COUNTERPARTS**

23 This Settlement Agreement may be executed in counterparts, and when each party has signed and
24 delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken
25 together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding
26 upon and effective as to all Parties. Copies of the executed Settlement Agreement shall be effective for
27 all purposes as though the signatures contained therein were original signatures.
28

1 Dated: Mar 15, 2023, 2023

9/1/23
Keaton McGuire (Mar 15, 2023 08:40 PDT)
Plaintiff KEATON MCGUIRE

2
3
4 GRID ALTERNATIVES

5
6 Dated: 3/16, 2023

By: [Signature]

7
8 Its: CFO/COO

9 **APPROVED AS TO FORM AND CONTENT:**

10 DATED: March 3, 2023

11 Respectfully Submitted,
12 BARKHORDARIAN LAW FIRM, PLC
13 SHAH LAW GROUP, P.C.

14 John Litwin

15 John F. Litwin
16 Gregory P. Wong

17 Attorneys for Plaintiff Keaton McGuire,
18 Brett Allison, and Edward Piper on behalf of
19 themselves and all others similarly situated

20 DATED: March 3, 2023

21 Respectfully Submitted,
22 SHAH LAW GROUP, P.C.

23 [Signature]

24 Sandeep J. Shah
25 Attorneys for Plaintiff Keaton McGuire,
26 Brett Allison, and Edward Piper on behalf of
27 themselves and all others similarly situated
28

DATED: March 3, 2023

Respectfully Submitted,
JACKSON LEWIS P.C.



Michael A. Hood
Kelli M. Dreger
Jordan Wysocki
Attorneys for Defendant
GRID ALTERNATIVES

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EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Keaton McGuire, et al. v. GRID Alternatives, Los Angeles County Superior Court, Case No. 19STCV28671

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU ARE OR WERE EMPLOYED BY GRID ALTERNATIVES IN CALIFORNIA AS A SALARIED EMPLOYEE WITH THE JOB TITLE “SOLAR INSTALLATION SUPERVISOR”; “TRIBAL HQ SOLAR INSTALLATION SUPERVISOR”, “SENIOR SOLAR INSTALLATION SUPERVISOR”, “FIELD MANAGER”, “COMMERCIAL SOLAR INSTALLATION SUPERVISOR”, “RESIDENTIAL FIELD MANAGER”, “SOLAR INSTALLATION SUPERVISOR AND SYSTEM DESIGNER”, “PROJECT DESIGNER/SOLAR INSTALLATION SUPERVISOR”, “WAREHOUSE MANAGER”, “LEAD COMMERCIAL SOLAR INSTALLER”, FIELD OPERATIONS MANAGER”, “CONSTRUCTION MANAGER”, “LOGISTICS MANAGER”, OR, “CONSTRUCTION FIELD AND SAFETY MANAGER” AT ANY TIME BETWEEN AUGUST 16, 2015 THROUGH [REDACTED], THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in the class action lawsuit entitled *Keaton McGuire, et al. v. GRID Alternatives*, Los Angeles County Superior Court, Case No. 19STCV28671, (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement. The proposed Settlement will resolve all claims in the Action.

A hearing concerning final approval of the proposed Settlement will be held before the Hon. Lawrence P. Riff on [REDACTED], 2022, at [REDACTED] in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012, to determine whether the Settlement is fair, adequate, and reasonable. As a Settlement Class Member, you are eligible to receive an individual Settlement Share under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Settlement Class and will receive settlement benefits as explained more fully below. You will also give up rights to pursue a separate legal action against GRID Alternatives for the Released Claims asserted in the Action as explained more fully below.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You have the option to pursue separate legal action against GRID Alternatives about the claims in the Action. If you choose to do so, you must exclude yourself, <i>in writing</i> , from the Settlement by submitting a written Exclusion Request. If you do exclude yourself, you will <i>not</i> receive money from the Settlement.
OBJECT	To object to the Settlement, you may mail a written explanation of why you don’t like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> submit an Exclusion Request if you wish to object.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Settlement Class”):

All current and former “Solar Installation Supervisors”, “Tribal HQ Solar Installation Supervisors”, “Senior Solar Installation Supervisors”, “Field Managers”, “Commercial Solar Installation Supervisors”, “Residential Field

Managers”, “Solar Installation Supervisor and System Designers”, “Project Designer/Solar Installation Supervisors”, “Warehouse Managers”, “Lead Commercial Solar Installers”, “Field Operations Managers”, “Construction Managers”, “Logistics Managers”, and, “Construction Field and Safety Managers” (“Salaried Supervisors”) of GRID Alternatives, who worked for GRID Alternatives as an exempt, salaried employee within the state of California at any time during the Settlement Period (the “Settlement Period” is August 16, 2015 through [REDACTED]).

According to GRID Alternatives’ records, you are a member of the Settlement Class (“Settlement Class Member”).

What is this case about?

In the Action, Plaintiff Keaton McGuire (“Plaintiff”) alleges on behalf of himself and the Class that GRID Alternatives failed to: (1) pay overtime wages; (2) provide accurate, itemized wage statements; (3) pay all wages upon termination; (4) provide meal or rest breaks; (5) maintain payroll records; and (6) engage in fair competition (Business & Professions Code § 17200). Plaintiff seeks unpaid wages, actual damages, statutory penalties, restitution, interest, attorneys’ fees, and costs.

GRID Alternatives denies all liability and is confident that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. GRID Alternatives contends that its conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit and do not meet the requirements for class certification.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and GRID Alternatives (the “Parties”), through their attorneys, and is not an admission of liability on the part of GRID Alternatives. Both sides agree that, in light of the risks and expenses associated with continued litigation, this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Settlement Class Members.

The Court has not ruled on the merits of Plaintiffs’ claims or GRID Alternatives’ defenses.

Who are the attorneys representing the Parties?

The Court has granted preliminary approval of the Settlement and has appointed the lawyers bringing the Class Action as “Class Counsel” to represent all Settlement Class Members affected by the Settlement. The attorneys representing the Parties in the Action are:

Class Counsel

Gregory P. Wong
John F. Litwin
Barkhordarian Law Firm, PLC
6047 Bristol Parkway, Second Floor
Culver City, CA 90230
Telephone: (323) 450-2777

Class Counsel

Sandeep J. Shah
Shah Law Group, P.C.
650 Town Center Drive, Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 982-3754

GRID Alternatives’ Counsel

Michael A. Hood
Kelli M. Dreger
Jordan Wysocki
JACKSON LEWIS P.C.
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Telephone: (949) 885-1360

What are the Settlement terms?

Subject to final Court approval, GRID Alternatives will pay \$480,000.00 (the “Gross Settlement Amount”) for: (a) individual Settlement Shares to Participating Settlement Class Members; (b) the Court-approved Class Representative Enhancement Payments to Plaintiff; (c) the Court-approved attorneys’ fees and costs to Class Counsel; and (d) payment to the Settlement Administrator for settlement administration services.

Individual Settlement Shares. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Enhancement Payment to Plaintiffs, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, GRID Alternatives will make an individual Settlement Share payment to each Settlement Class Member who does not ask to be excluded from the Settlement ("Participating Settlement Class Members").

The Net Settlement Amount shall be divided among all Participating Settlement Class Members on a pro rata basis based upon the total number of workweeks worked by each respective Participating Settlement Class Member as a Salaried Supervisor in the State of California during the Settlement Period. Your estimated individual Settlement Share is listed on the **Settlement Payment Information Form** accompanying this Notice.

For tax reporting purposes, the payments to Participating Settlement Class Members will be allocated one-third as wages, one-third as interest, and one-third as penalties. The wage portion of the individual Settlement Shares shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the individual Settlement Shares. The portion of the Settlement Shares allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of each Participating Settlement Class Member receiving those payments. The employer's share of any payroll taxes will be separately paid by GRID Alternatives.

All checks for individual Settlement Shares paid to Participating Settlement Class Members shall advise that the checks will remain valid and negotiable for 180 days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a Participating Settlement Class Member within that time. Any individual Settlement Share that is not cashed by a Participating Settlement Class Member within 180 days of issuance shall be transmitted to **Safe Place for Youth, a nonprofit organization providing services to disadvantaged children.** The Settlement Administrator shall void any tax documents issued to Participating Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Participating Settlement Class Member shall nevertheless remain bound by the Settlement and all Court orders.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Settlement Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, and Settlement Administration Costs. Class Counsel will ask the Court to award attorneys' fees up to \$160,000 (one-third) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action, estimated to be \$25,000. In addition, Class Counsel will ask the Court to authorize Class Representative Service Payments of up to \$7,500 to Plaintiff Keaton McGuire for his efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.

What claims are being released by the proposed Settlement?

Upon the final approval by the Court of this Settlement, and except as to such rights or claims as may be created by this Settlement, Plaintiffs and each Settlement Class Member who has not provided a timely and valid Exclusion Request shall fully release and discharge the Released Parties from any and all claims, causes of action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, and damages (including but not limited to liquidated, exemplary, punitive, and statutory damages), whether suspected or unsuspected, contingent or accrued, known or unknown, that have been pled or could have been pled based upon the factual allegations and issues set forth in the Actions, for any acts occurring during the Settlement Period, including, without limitation, those for failure to pay minimum wages; failure to pay overtime or other premium pay; failure to provide meal periods; failure to provide paid rest periods; failure to provide compliant pay stubs and itemized wage statements; failure to timely pay wages to terminated and resigning employees; claims for alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and their subparts, and applicable IWC Wage Orders; derivative claims for civil penalties under the Labor Code Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*; derivative claims for unfair, unlawful, and fraudulent business practices under the California Business and Professions Code sections 17200, *et seq.*, and/or any other unfair competition law; any other state statute, rule, or regulation that could have been pled based upon the factual allegations and issues set forth in the Action; and all related remedies of any nature whatsoever, including without limitation all claims for

restitution and other equitable relief, injunctive relief, statutory damages, liquidated damages, exemplary damages, punitive damages, waiting-time penalties, statutory penalties, civil penalties, attorneys' fees, costs, and expenses (collectively, the "Settlement Class Released Claims").

What are my options in this matter?

You have two options under this Settlement, each of which is further discussed below. You may: (A) remain in the Settlement Class and receive an individual Settlement Share; or (B) exclude yourself from the Settlement. If you choose option (A), remaining in the Settlement Class, you may also object to the Settlement, as explained below.

If you remain in the Settlement Class, you will be represented at no cost by Class Counsel. Class Counsel, however, will not represent you for purposes of making objections to the Settlement. If you do not exclude yourself from the Settlement, you will be subject to any Judgment that will be entered in the Action, including the release of the Settlement Class Released Claims as described above.

OPTION A. Remain in the Class. If you wish to remain in the Settlement Class and be eligible to receive an individual Settlement Share under the Settlement, **you do not need to take any action.** By remaining in the Settlement Class and receiving settlement monies, you consent to the release of the Settlement Class Released Claims described above.

Any amount paid to Participating Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by GRID Alternatives, unless otherwise required by law.

Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you may object to it. To object, you may appear in person at the Final Approval Hearing, have an attorney object for you, or submit a written brief or statement of objection ("Notice of Objection") to the Settlement Administrator at CPT Group, P.O. Box _____, [City], [State] [Zip]. If you submit a written objection, the Notice of Objection should contain sufficient information to confirm your identity and the basis of the objection, including: (1) the name of the case and case number (shown on page 1 of this Notice), (2) your full name, address, and dates of employment, (3) the basis for any objection (4) the name and address of your counsel if you are represented by counsel for purposes of objecting, and (5) be postmarked on or before [DATE] and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. The Parties shall file responses to any Notices of Objection before the final approval hearing. If you do not object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Settlement Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Settlement Class Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

OPTION B. Request to Be Excluded from the Settlement and Receive No Money from the Settlement. If you do not want to be part of the Settlement, you must sign and return a "Exclusion Request" to the Settlement Administrator at CPT Group, P.O. Box _____, [City], [State] [Zip]. In order to be valid, your Exclusion Request must include your name, address, telephone number, and last four digits of your social security number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement), along with a statement like the following:

"I WISH TO BE EXCLUDED FROM THE CLASS IN THE *KEATON MCGUIRE, ET AL. V. GRID ALTERNATIVES* CLASS ACTION LAWSUIT, LOS ANGELES COUNTY SUPERIOR COURT CASE NO. 19STCV28671. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE CLASS, I WILL NOT RECEIVE ANY MONEY FROM THE SETTLEMENT."

Your Exclusion Request must then be signed and postmarked on or before [Response Deadline]. If you do not submit a signed Exclusion Request on time (as evidenced by the postmark), your Exclusion Request will be rejected, you will be deemed a Participating Settlement Class Member, and you will be bound by the release of Settlement Class Released Claims as described above and all other terms of the Settlement. If you submit a signed Exclusion Request by the deadline to request exclusion, you will have no further role in the Action. **You will not be entitled to any benefit, including money,** as a result of the Action and Settlement. You will not be able to complain to the Court about any aspect of the Settlement.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsels' request for attorneys' fees and costs, the Class Representative Service Payments to Plaintiffs, and the settlement administration costs on _____, 2022, at _____ in Department 7 of the Los Angeles Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued without further notice to Settlement Class Members. You are not required to attend the Final Approval Hearing to receive an individual Settlement Share.

If the Court grants Final Approval of the Settlement, the Order granting Final Approval and entering a Judgment will be posted on a website created by the Settlement Administrator for this case for a period of 90 days following the entry of that Order in the Court record, in compliance with California Rules of Court, rule 3.771. That website is: <<website>>.

Settlement Shares will be mailed to Participating Settlement Class Members after the Court grants Final Approval of the Settlement. If the Court grants Final Approval, there may be appeals. If there are any appeals, resolving them could take some time, so please be patient.

It is your responsibility to maintain your current address with the Settlement Administrator, CPT Group. If you move, you should send a letter updating your address to CPT Group, P.O. Box _____, [City], [State] [Zip]. Maintaining your current address with the Settlement Administrator is the best way to ensure that you receive your Settlement Share.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Joint Stipulation of Class Action Settlement and Release. The Joint Stipulation of Class Action Settlement and Release and all other records relating to the lawsuit are available for inspection and/or copying at the Civil Records Office of the Los Angeles Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel, at the addresses listed above.

PLEASE DO NOT CONTACT THE COURT, GRID ALTERNATIVES, OR GRID ALTERNATIVES' COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

EXHIBIT B

SETTLEMENT PAYMENT INFORMATION FORM

Keaton McGuire, et al. v. GRID Alternatives, Los Angeles County Superior Court, Case No.
19STCV28671

Each Class Member who does not properly request to be excluded from the Settlement will receive a share of the Net Settlement Amount based on the number of weeks that he or she actually performed work for GRID Alternatives in California during the period from August 16, 2015 to [REDACTED].

Calculation of Settlement Payments: Each Participating Settlement Class Member's share of the Net Settlement Amount shall be based upon his or her "Total Workweeks," which is the total number of workweeks worked by the respective Participating Settlement Class Member as a current or former exempt, salaried "Solar Installation Supervisors", "Tribal HQ Solar Installation Supervisors", "Senior Solar Installation Supervisors", "Field Managers", "Commercial Solar Installation Supervisors", "Residential Field Managers", "Solar Installation Supervisor and System Designers", "Project Designer/Solar Installation Supervisors", "Warehouse Managers", "Lead Commercial Solar Installers"; "Field Operations Managers", "Construction Managers", "Logistics Managers", and, "Construction Field and Safety Managers" ("Salaried Supervisors") at any time during the Settlement Period (the "Settlement Period" is August 16, 2015 through [REDACTED]). Each Participating Settlement Class Member's individual Settlement Share shall be calculated as follows:

GRID Alternatives shall provide the Settlement Administrator with the Total Workweeks for each Participating Settlement Class Member; the Settlement Administrator shall then (1) divide each Participating Settlement Class Member's Total Workweeks by the sum of the Total Workweeks worked by all Participating Settlement Class Members, and (2) multiply the result in (1) by the Net Settlement Amount. This calculation yields the amount of the Participating Settlement Class Member's individual "Settlement Share." The individual Settlement Share will be reduced by any required legal deductions and/or payroll withholdings.

Your Total Workweeks and Estimated Individual Settlement Share Payment: According to GRID Alternatives' records, your Total Workweeks for the Settlement Period are <<TotalWorkweeks>>. Based on the number of your Total Workweeks, **your estimated individual Settlement Share payment is <<EstSettPayment>>**. Please note that this is only an estimate; your actual payment may be greater or smaller than the amount reported above.

Procedure for Disputing Information: If you disagree with the number of Total Workweeks stated above and wish to dispute the number of Total Workweeks stated above, you must send a letter to the Settlement Administrator stating the reasons why you dispute the number of Total Workweeks and provide any supporting documentation that you have (e.g., any paystubs). The information you provide should include the estimated Total Workweeks you claim you worked from August 16, 2015, through [REDACTED].

Any disputes and supporting documentation must be mailed to the Settlement Administrator at the address listed below by First Class U.S. Mail, postmarked no later than [Response Deadline].

GRID Alternatives Settlement CPT Group [Address] [City, State Zip, Telephone Number]

If you dispute the number of Total Workweeks stated above, GRID Alternatives' records will be presumed accurate unless you are able to provide documentation to the Settlement Administrator that establishes otherwise. The Settlement Administrator will evaluate the evidence submitted by you and will make the final decision as to the Total Workweeks that should be applied and/or the individual Settlement Share

Notice of Settlement Payment
[Class Member]

payment to which you may be entitled. Such a determination will be final and binding, yet subject to review by Class Counsel, GRID Alternatives' Counsel, and the Court.

EXHIBIT C

RESPONSE DEADLINE AND SETTLEMENT OPTIONS REMINDER

Keaton McGuire, et al. v. GRID Alternatives, Los Angeles County Superior Court, Case No. 19STCV28671

You were previously informed that a proposed settlement (the "Settlement") has been reached in the class action lawsuit entitled *Keaton McGuire, et al. v. GRID Alternatives* (the "Action"). This postcard is intended to remind you of your options under that Settlement and the response deadline that applies to some of them. The Notice of Proposed Class Action Settlement previously mailed to you contains additional information about the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING – GET MONEY	If you do nothing, you will be considered part of the Settlement Class and will receive a settlement payment. You will also give up rights to pursue a separate legal action against GRID Alternatives for the Released Claims.
EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS	You may pursue a separate legal action against GRID Alternatives about the claims in the Action. If you choose to do so, you must exclude yourself, <i>in writing</i> , from the Settlement by submitting a written Exclusion Request no later than << Response Deadline>>. If you do exclude yourself, you will <i>not</i> receive money from the Settlement.
OBJECT	To object to the Settlement, you may mail a written explanation of why you don't like the Settlement to the Settlement Administrator, appear at the final approval hearing, or hire an attorney at your expense to object for you. Written objections must be submitted by << Response Deadline>>. The option to object is available only if you do <u>not</u> exclude yourself from the Settlement. Do <u>not</u> request exclusion if you wish to object.

PLEASE DO NOT CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.

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PRELIMINARY APPROVAL ORDER

EXHIBIT "D"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

KEATON MCGUIRE, BRETT ALLISON,
EDWARD PIPER, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

GRID ALTERNATIVES, a California Non-
Profit Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 19STCV28671

Assigned for all purposes to: The Hon. Lawrence
P. Riff, Dept. 7

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Action Filed: August 16, 2019

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Preliminary Approval of Class Action Settlement came before this Court, the Honorable Lawrence P. Riff, presiding, on _____, 2022. Appearances are as noted in the record. The Court having considered the papers submitted in support of the Motion, **HEREBY ORDERS THE FOLLOWING:**

- I. The following Settlement Class is conditionally certified for purposes of settlement only: All current and former “Solar Installation Supervisors”, “Tribal HQ Solar Installation Supervisors”, “Senior Solar Installation Supervisors”, “Field Managers”, “Commercial Solar Installation Supervisors”, “Residential Field Managers”, “Solar Installation Supervisor and System Designers”, “Project Designer/Solar Installation Supervisors”, “Warehouse Managers”, “Lead Commercial Solar Installers”; “Field Operations Managers”, “Construction Managers”.

1 “Logistics Managers”, and, “Construction Field and Safety Managers” (“Salaried Supervisors”) of
2 GRID Alternatives, who worked for GRID Alternatives as an exempt, salaried employee within
3 the state of California at any time during the Settlement Period (the “Settlement Period” is August
4 16, 2015 through [REDACTED]).

5 2. The Court grants preliminary approval of the class action settlement based upon the
6 terms set forth in the Joint Stipulation of Class Action Settlement and Release (the “Settlement”)
7 filed herewith and finds that the Settlement Class meets the requirements for conditional
8 certification for settlement purposes only under Code of Civil Procedure § 382. Capitalized terms
9 shall have the definitions set forth in the Settlement.

10 3. The Settlement appears to be fair, adequate, and reasonable to the Settlement Class.
11 The Settlement falls within the range of reasonableness and appears to be presumptively valid,
12 subject only to any objections that may be raised at the final fairness hearing.

13 4. Plaintiff Keaton McGuire is conditionally approved as the Class Representative for
14 the Settlement Class.

15 5. Gregory P. Wong and John F. Litwin of Barkhordarian Law Firm, PLC and
16 Sandeep J. Shah of the Shah Law Group are conditionally approved as Class Counsel for the
17 Settlement Class.

18 6. A final fairness hearing on the question of whether the Settlement, attorneys’ fees
19 and costs to Class Counsel, and enhancement award to the Plaintiff should be finally approved as
20 fair, reasonable, and adequate as to Settlement Class Members is scheduled in Department 7 on
21 the date and time set forth in Paragraph 12 below.

22 7. The Court confirms CPT Group as the Settlement Administrator.

23 8. The Court approves, as to form and content, the Class Notice, Settlement
24 Information Form, and the Postcard Reminder, in substantially the forms attached as Exhibits A,
25 B, and C respectively, to the Settlement. The Court approves the procedure for Settlement Class
26 Members to participate in and to object to the Settlement as set forth in the Class Notice.

27 9. The Court directs the mailing of the Class Notice and Settlement Information Form
28 by first class mail to Settlement Class Members in accordance with the Implementation Schedule
set forth in paragraph 12 below. The Court finds the dates selected for the mailing and distribution
of the Class Notice, as set forth in the Implementation Schedule, meet the requirements of due
process and provide the best notice practicable under the circumstances and shall constitute due

1 and sufficient notice to all persons entitled thereto.

2 10. The Court further orders the mailing of the Postcard Reminder according to the
3 terms and conditions of the Settlement and the Implementation Schedule set forth in paragraph 12
4 below.

5 11. To facilitate administration of the Settlement pending final approval, the Court
6 hereby enjoins Plaintiff from filing or prosecuting any claims, suits, or administrative proceedings
7 (including filing claims with the Division of Labor Standards Enforcement of the California
8 Department of Industrial Relations) regarding claims released by the Settlement.

9 12. The Court orders the following **Implementation Schedule** for further proceedings:

10 a.	Deadline for GRID Alternatives to submit the Settlement Class Information to the Settlement Administrator.	_____, 2023 [30 calendar days after Court enters Preliminary Approval Order]
11 b.	Deadline for the Settlement Administrator to Mail the Notice Packets to Settlement Class Members.	_____, 2023 [15 calendar days after Settlement Administrator's receipt of the Settlement Class Information]
12 c.	Deadline for the Settlement Administrator to Mail the Post Card Reminder.	_____, 2023 [30 calendar days prior to the Response Deadline (Response Deadline is 60 calendar days from the date the Class Notice and Settlement Information Form are mailed to Settlement Class Members)]
13 f.	Deadline for Settlement Class Members to Submit Disputes regarding Total Workweeks to the Settlement Administrator.	_____, 2023 [60 calendar days from the date the Class Notice and Settlement Information Form are mailed to Settlement Class Members]

1 2 3 4	g. Deadline for Settlement Class Members to Submit Exclusion Requests to the Settlement Administrator.	_____, 2023 [60 calendar days from the date the Class Notice and Settlement Information Form are mailed to Settlement Class Members]
5 6 7 8 9	h. Deadline for Settlement Class Members to Submit Objections to the Settlement Administrator.	_____, 2023 [60 calendar days from the date the Class Notice and Settlement Information Form are mailed to Settlement Class Members]
10 11 12 13 14 15 16 17 18 19	i. Deadline for Class Counsel to file Motion for Final Approval of Class Action Settlement and Awards of Attorneys' Fees, Costs, and Named-Plaintiff Service Fee Award.	_____, 2023 [16 Court days before Final Approval Hearing]
20 21 22	j. Final Approval Hearing.	_____, 2023 _____.m., in Department 7.

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24 IT IS SO ORDERED.

25
26 Date: _____

27 _____
28 Honorable Lawrence P. Riff
Judge of the Los Angeles County Superior Court

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FINAL APPROVAL ORDER & JUDGMENT

EXHIBIT "E"

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**

KEATON MCGUIRE, BRETT ALLISON,
EDWARD PIPER, on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

GRID ALTERNATIVES, a California Non-
Profit Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 19STCV28671

Assigned for all purposes to: The Hon. Lawrence
P. Riff, Dept. 7

**[PROPOSED] FINAL ORDER AND
JUDGEMENT APPROVING CLASS
ACTION SETTLEMENT**

Action Filed: August 16, 2019

TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:

The Motion for Final Approval of Class Action Settlement came before this Court, the
Honorable Lawrence P. Riff presiding, on _____, 2023. The Court having
considered the papers submitted in support of the Motion, HEREBY ORDERS THE
FOLLOWING:

1. All terms used herein shall have the same meaning as defined in the Joint
Stipulation of Class Action Settlement and Release (the "Settlement").
2. Consistent with the definitions provided in the Settlement, the term "Settlement
Class" and "Settlement Class Members" shall mean all means all current and former All current

1 and former “Solar Installation Supervisors”, “Tribal HQ Solar Installation Supervisors”, “Senior
2 Solar Installation Supervisors”, “Field Managers”, “Commercial Solar Installation Supervisors”,
3 “Residential Field Managers”, “Solar Installation Supervisor and System Designers”, “Project
4 Designer/Solar Installation Supervisors”, “Warehouse Managers”, “Lead Commercial Solar
5 Installers”; “Field Operations Managers”, “Construction Managers”, “Logistics Managers”, and
6 “Construction Field and Safety Managers” (“Salaried Supervisors”) of GRID Alternatives, who
7 worked for GRID Alternatives as an exempt, salaried employee within the state of California at
8 any time during the Settlement Period (the “Settlement Period” is August 16, 2015 through
9 [REDACTED]
10).

11 3. This Court has jurisdiction over the subject matter of this Lawsuit and over all
12 Parties to this Lawsuit, including all Settlement Class Members.

13 4. The Court finds that the Settlement Class is properly certified as a class for
14 settlement purposes only.

15 5. The Class Notice provided to the Settlement Class conforms with the requirements
16 of California Code of Civil Procedure section 382, California Civil Code section 1781, California
17 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
18 applicable law, and constitutes the best notice practicable under the circumstances, by providing
19 individual notice to all Settlement Class Members who could be identified through reasonable
20 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
21 therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements
22 of due process.

23 6. The Court finds the Settlement was entered into in good faith, that the settlement is
24 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
25 requirements for final approval of this class action settlement under California law, including the
26 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
27 3.769.

28 7. [/ No] Settlement Class Members have objected to the terms of the Settlement.

1 [Each of the objections are overruled.]

2 8. [____/ No] Settlement Class Members have requested exclusion from the
3 Settlement Class. [The Class Members who have requested exclusion from the Settlement Class
4 are [names / listed in Appendix A, attached hereto]. [These Class Members have thus been
5 excluded, are not entitled to a Settlement Share, and are not bound by the Judgment in the Lawsuit.]

6 9. Upon entry of this Order, payment to the Participating Settlement Class Members
7 shall be effected pursuant to the terms of the Settlement.

8 10. In addition to any recovery that the Plaintiff may receive under the Settlement as a
9 Settlement Class Member, and in recognition of each Plaintiff's efforts on behalf of the Settlement
10 Class, the Court hereby approves the payment of a service fee award to Plaintiff Keaton McGuire
11 in the amount of \$_____.

12 11. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
13 \$_____ and the reimbursement of litigation expenses in the sum of \$_____.

14 12. The Court approves and orders payment in the amount of \$_____ to CPT
15 Group for performance of its settlement administration services.

16 13. In accordance with California Rule of Court 3.771(b), the Parties are ordered to
17 give notice of this final Order and Judgment to all Settlement Class Members through the website
18 established by the Settlement Administrator for this Settlement.

19 14. [Excluding only those Settlement Class Members identified in Paragraph 8 above /
20 listed in Appendix A, attached hereto] [u]pon final approval by the Court of the Settlement, and
21 as of the Effective Date, Plaintiff and each Settlement Class Members will release GRID
22 Alternatives, and each of their past, present and future affiliates, parent companies, subsidiaries,
23 shareholders, lenders, officers, partners, directors, employees, agents, attorneys, insurers,
24 predecessors, representatives, accountants, plan administrators, heirs, trustees and successors and
25 assigns, and each and all of their respective past, present and future officers, partners, directors,
26 servants, agents, shareholders, members, employees, representatives, accountants, insurers, and
27 attorneys and all persons acting under, by, through, or in concert with any of them, from any and
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1 all claims, causes of action, disputes, debts, liabilities, demands, obligations, guarantees, costs,
2 expenses, attorneys' fees, penalties, and damages (including but not limited to liquidated,
3 exemplary, punitive, and statutory damages), whether suspected or unsuspected, contingent or
4 accrued, known or unknown, that have been pled or could have been pled based upon the factual
5 allegations and issues set forth in the Actions, for any acts occurring during the Settlement Period,
6 including, without limitation, those for failure to pay minimum wages; failure to pay overtime or
7 other premium pay; failure to provide meal periods; failure to provide paid rest periods; failure to
8 provide compliant pay stubs and itemized wage statements; failure to timely pay wages to
9 terminated and resigning employees; claims for alleged violations of California Labor Code
10 sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
11 1194, 1194.2, 1197, 1197.1, 1198, 2802, and their subparts, and applicable IWC Wage Orders;
12 derivative claims for civil penalties under the Labor Code Attorneys General Act of 2004, Labor
13 Code sections 2698, *et seq.*; derivative claims for unfair, unlawful, and fraudulent business
14 practices under the California Business and Professions Code sections 17200, *et seq.*, and/or any
15 other unfair competition law; any other state or federal statute, rule, or regulation that could have
16 been pled based upon the factual allegations and issues set forth in the Actions; and all related
17 remedies of any nature whatsoever, including without limitation all claims for restitution and other
18 equitable relief, injunctive relief, statutory damages, liquidated damages, exemplary damages,
19 punitive damages, waiting-time penalties, statutory penalties, civil penalties, attorneys' fees, costs,
20 and expenses.

21
22 15. Upon the Effective Date, all Settlement Class Members, except the excluded
23 individuals, shall be and are hereby permanently barred from the initiation or prosecution of any
24 and all of the claims released under the terms of the Settlement.

25 16. Upon completion of administration of the Settlement, the parties shall file a
26 declaration stating that all claims have been paid and that the terms of the Settlement have been
27 completed.

28 17. This Judgment is intended to be a final disposition of the Lawsuit in its entirety.

1 and is intended to be immediately appealable.

2 **JUDGMENT**

3 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall
4 be entered whereby the Plaintiff and all Settlement Class Members shall take nothing from GRID
5 Alternatives, except as expressly set forth in the Settlement, which was previously filed, as part
6 of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement.

7 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the
8 California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this
9 action, the Plaintiff, Settlement Class Members, and GRID Alternatives, for the purposes of:

- 10 (a) supervising the implementation, enforcement, construction, and interpretation of
11 the Settlement, the Preliminary Approval Order, the plan of allocation, the Final
12 Approval Order, and the Judgment; and
13 (b) supervising distribution of amounts paid under this Settlement.
14

15 **IT IS SO ORDERED.**

16 Dated: _____

17 _____
18 Honorable Lawrence P. Riff
19 Judge of the Los Angeles County Superior Court
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PROOF OF SERVICE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE

CASE NAME: *Keaton McGuire v. Grid Alternatives, et al.*

CASE NUMBER: 19STCV28671

I am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; my business address is 200 Spectrum Center Drive, Suite 500, Irvine, CA 92618.

On March 3, 2023, I served the foregoing document described as:

JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

in this action by transmitting a true copy addressed as follows:

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XX] BY ELECTRONIC TRANSMISSION THROUGH CASEANYWHERE: I caused the above-referenced document(s) to be sent to the parties listed on the Electronic Service List maintained by CaseAnywhere in the matter set forth in the Court’s Order Authorizing Electronic Service.

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XX] STATE I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 3, 2023, at Irvine, California.

Derek Sutter

4870-5627-6304, v. 1










McGuire v. GRID - Stipulation for Settlement - FINAL

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