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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

ROBERT GREEN, ANTHONY RUIZ, and JOHN TANNER, each individually and on behalf of all similarly situated aggrieved employees, Plaintiffs, v. LGCY POWER, LLC, a Delaware limited liability company; DOUG ROBINSON, an individual; ROBINSON HOLDINGS, LLC, a limited liability company; LUKE TOONE, an individual; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 37-2019-00026629-CU-OE-CTL **NOTICE OF ENTRY OF FINAL APPROVAL ORDER AND JUDGMENT** **Dept:** C-65 **Judge:** Hon. Ronald Frazier

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

YOU ARE HEREBY NOTIFIED THAT on June 14, 2023, the Court entered the Final Approval Order and Judgment in the above-entitled action. A true and correct copy of the Final Approval Order and Judgment is attached hereto as Exhibit "1".

Dated: July 14, 2023

By: /s/ Jason E. Baker
Jason E. Baker, Esq.
John J. Weber, Esq.
Attorneys for Plaintiffs ROBERT GREEN, ANTHONY RUIZ, and JOHN TANNER, each individually, as Class Representatives, and on behalf of all other similarly situated aggrieved employees

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ROBERT GREEN, ANTHONY RUIZ, and JOHN TANNER, each individually, and on behalf of all similarly situated aggrieved employees, Plaintiffs, v. LGCY POWER, LLC, a Delaware limited liability company; DOUG ROBINSON, an individual; ROBINSON HOLDINGS, LLC, a limited liability company; LUKE TOONE, an individual; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 37-2019-00026629-CU-OE-CTL **CLASS ACTION** **[revised ~~proposed~~] FINAL APPROVAL ORDER AND JUDGMENT** **Date:** June 2, 2023 **Time:** 8:30 a.m. **Dept:** C-65 **Judge:** Hon. Ronald Frazier

This matter came for hearing on June 2, 2023, at 8:30 a.m. in Department C-65 of the above-captioned court on Plaintiffs' continued Motion for Final Approval of Class Action Settlement, upon the terms and conditions set forth in the Joint Stipulation for Class Action Settlement (the "**Settlement Agreement**" or "**Settlement**") between Plaintiffs ROBERT GREEN, ANTHONY RUIZ, and JOHN TANNER ("**Plaintiffs**") and Defendants LGCY POWER, LLC ("**LGCY**"), ROBINSON HOLDINGS, LLC, DOUG ROBINSON and LUKE TOONE (each a "**Defendant**" and collectively, the "**Defendants**") (Plaintiffs and Defendants are referred to collectively as the "**Parties**").

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EXHIBIT 1

The Court, having fully reviewed the Motion for Final Approval, the Memorandum of Points and Authorities and Declarations and Exhibits filed in support thereof, the Settlement Agreement, and the notice packet, and in recognition of the Court's duty to make a final determination as to the good faith, fairness, adequacy and reasonableness of any proposed settlement and to ensure proper notice was provided in accordance with due process requirements, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. This Court has jurisdiction over the subject matter of this action and over all Parties to this action, including all members of the Settlement Class (defined in ¶9 below).
2. This Court finds that the applicable requirements of California Rules of Court, Rules 3.769 and Section 382 of the California Code of Civil Procedure have been satisfied with respect to the Settlement.
3. The Court hereby makes final its earlier provisional certification of the Settlement Class, as set forth in the Order Granting Preliminary Approval of Class Action Settlement entered August 5, 2022 [ROA 287].
4. The Court further finds that the class notice (as supplemented by the amended class notice) fully and accurately informed the Settlement Class of all material elements of the Settlement including that the amounts to be paid to the Settlement Class were based on estimates that may change before final distribution. The class notice fairly and adequately described the Settlement, allocation of the Gross Settlement Fund (defined in ¶10 below) and provided the Settlement Class adequate instructions and means to obtain additional information. The class notice accurately informed the Settlement Class of their opportunity to object or comment thereon; was the best notice practicable under the circumstances; was valid, due and sufficient notice to the Settlement Class; and fully complied with the laws of the State of California. A full opportunity has been afforded to the Settlement Class to participate in the hearing, and all persons wishing to be heard have been heard.
5. The Court finds that the objection to the Settlement submitted by class member Rafael Castilla to Simpluris, Inc., (the "**Settlement Administrator**") has been voluntarily withdrawn.

EXHIBIT 1

6. Further, the Court has considered there were no objections filed to the Settlement and no requests for exclusion submitted by any members of the Settlement Class.

7. It further appears to the Court that significant investigation, research, discovery and litigation has been conducted such that counsel for the Parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the proposed Settlement has been reached as a result of the intensive, serious and non-collusive negotiations between the Parties. The Court finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value obtained for the Settlement Class.

8. The Court hereby approves the Settlement set forth in the Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. Final approval of the Settlement is GRANTED. Accordingly, all members of the Settlement Class are bound by this Final Approval Order and Judgment.

9. The Court finds the following "**Settlement Class**" has been certified and is subject to the Settlement defined as follows:

> "All persons who provided services to LGCY in the State of California under a contract to act as a door-to-door salesperson, setter, closer, or lead generator, whether classified as an employee or independent contractor, between May 23, 2015 and August 5, 2022 (the "**Class Period**"). Excluded from the Class are persons involved in pending litigation with LGCY."

10. The "**Gross Settlement Fund**" shall be $3,861,638 because of an increase in the Settlement Class and such amount is fair, adequate and reasonable for the Settlement Class when balanced against the probable outcome of further litigation relating to maintaining class certification, liability and damages issues and potential appeals.

11. LGCY shall deposit the Gross Settlement Fund in installments with the Settlement Administrator as follows:

    a. $2,980,000 within ten days of this signed Order;

b. installments of $140,000 each on or before July 7, August 7, September 7, October 7, and November 7, 2023; and

c. $181,638 on or before December 7, 2023;

d. Provided, however, to the extent the Settlement Agreement provides a provision for earlier payment by LGCY and such conditions occur, LGCY shall pay the balance upon such earlier condition in accordance with the Settlement Agreement.

12. Each Defendant hereby fully and finally releases and forever discharges members of the Settlement Class who were formally active with LGCY as of April 30, 2021 established by either of the following criteria: (i) such member was deactivated by LGCY on or before April 30, 2021; or (ii) such member's last payment for services from LGCY was issued on or before April 30, 2021 (excluding a payment under this Settlement) for claims arising out of or related to the repayment of unearned advances as provided for in Sections 5.04 and 5.05 of the Settlement Agreement.

13. Plaintiffs ROBERT GREEN, ANTHONY RUIZ, and JOHN TANNER are each confirmed and appointed as class representatives. Each Plaintiff shall receive a service award to be paid by the Settlement Administrator from the Gross Settlement Fund for the work performed as class representative in the amount of $12,500 each, or $37,500 in total.

14. The Court finds that 2% of the Gross Settlement Fund, or $77,232.76, to be allocated to penalties under Labor Code §2698 et seq. ("**PAGA**") which is fair, reasonable and appropriate considering the robust relief provided to the Settlement Class. The Court also finds that under Labor Code §2699(i), 75% of the PAGA penalties shall be paid to the California Labor & Workforce Development Agency and that the remaining 25% shall be paid according to the methodology and terms set forth in the Settlement Agreement.

15. The Court approves the Settlement Administrator's increased fee in the total amount of $32,889.49 to be paid from the Gross Settlement Fund.

16. The Court confirms and appoints Jason E. Baker and John J. Weber of Keegan & Baker, LLP, as "**Class Counsel**."

17. The Court approves reimbursement of litigation costs of $35,138.00 payable to Class Counsel from the Gross Settlement Fund.

18. The Court approves Class Counsel's request for attorneys' fees in the amount of $1,274,340.54, to be paid from the Gross Settlement Fund. The amount of fees is hereby granted pursuant to California law because, *inter alia*, it falls within the range of reasonableness under the "percentage of the common fund" methodology. As a lodestar cross check to the common fund methodology, both the reported number of hours and hourly rates sought by Class Counsel are reasonable and fair and would harmonize with the "common fund" method by applying a multiplier to Class Counsel's lodestar considering the risks undertaken by Class Counsel, the novel and complex nature of the case, the quality of representation and the exceptional results obtained for the Settlement Class.

19. The Settlement Administrator shall issue payments to the Settlement Class using the weighted allocation formula in the Settlement Agreement and make the other Court approved payments from the Gross Settlement Fund in accordance with the timelines and installments set forth in the Settlement Agreement, except as modified by this Final Approval Order and Judgment.

20. The Court finds that the stipulated amended class notice for class member Rafael Castilla be allowed and that the Settlement Administrator shall allocate points for class member Rafael Castilla as provided in the stipulated amended class notice.

21. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Fund remaining un-cashed after one hundred thirty (130) calendar days after the last installment of payments from the Gross Settlement Fund shall be transferred to the California State Controller's Office pursuant to California Civil Code § 1500 and held in trust for such members of the Settlement Class with unclaimed funds. As such, no "unpaid residue" under Code of Civil Procedure § 384 will result from the Settlement.

22. Upon deposit of the Gross Settlement Fund, the Settlement Class and each of them, fully and finally release and forever discharge the "**Released Parties**" (defined as each Defendant and each Defendant's past, present, and future parent companies, subsidiaries, successors, divisions, related or affiliated companies, members, managers, shareholders, officers, directors,

employees, agents, attorneys, successors and assigns, and each of them) from the "**Released Claims**" (defined as any and all charges, complaints, claims, demands, suits, rights, liabilities, actions, causes of action of whatever kind or nature, debts, sums of money, controversies, agreements, promises, liens, costs, losses, obligations, wages, penalties (including penalties under the California Labor Code's Private Attorneys General Act of 2004, as amended in August 2004, California Labor Code sections 2698, 2699.3, and 2699.5), fines, damages of any kind (including punitive damages), interest, expenses, attorneys' fees, costs, restitution and equitable relief, both at law and equity, known or unknown, suspected or unsuspected, reasonably arising out of the same set of operative facts alleged in the operative complaint, or which could have been alleged or asserted based on the facts alleged in the operative complaint, including any and all claims for: (i) "independent contractor" misclassification; (ii) failure to pay training time and/or for meetings; (iii) failure to pay overtime; (iv) failure to provide meal and rest breaks; (v) failure to reimburse business expenses; (vi) failure to pay all commissions due; (vii) any and all claims for the failure to pay wages; (viii) any and all claims for failure to provide accurate or complete itemized wage statements; (ix) any and all claims for failure to timely pay final wages; (x) any and all claims based on advances; (xi) failure to provide a written contract outlining the current method of calculating and/or paying commissions and/or a signed copy thereof; (xii) failure to properly maintain accurate employment records; (xiii) failure to maintain a copy of all documents signed by sales representatives and/or to provide a copy of such documents upon request; (xiv) violation of Business and Professions Code § 17200; and (xv) recovery of penalties under the California Labor Code Private Attorneys General Act of 2004) as provided for in Section 5.01 of the Settlement Agreement.

23. Upon deposit of the Gross Settlement Fund, the "**PAGA Represented Sales Representatives**," (defined as "all persons who currently provide or formerly provided services to LGCY in the State of California under a contract to act as a door-to-door salesperson, setter, closer, or lead generator, whether classified as an employee or independent contractor, between May 17, 2018 through August 5, 2022, except for persons involved in pending litigation with LGCY, including specifically, but without limitation, Eric Nielsen, Max Britton, Max Ganley, Steven

Cohen, Tyler Jackson, Michael Gutschmidt, and Michael Jed Sewell), and each of them, fully and finally release and forever discharge the Released Parties from all claims under PAGA.

24. Upon deposit of the Gross Settlement Fund, the named Plaintiffs, and each of them, fully and finally release and forever discharge the Released Parties from the Released Claims as provided for in Sections 5.02 and 5.03 of the Settlement Agreement.

25. All claims that were or could have been asserted in the action against Defendants Doug Robinson, Robinson Holdings LLC, and Luke Toone are dismissed with prejudice.

26. Neither this Final Approval Order and Judgment, the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may be used as an admission by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever for any purpose whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in any action or in any other proceeding this Final Approval Order and Judgment, the Settlement, or any other papers and records on file in the above-captioned action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

27. Without affecting the finality of this matter, pursuant to California Rules of Court, Rule 3.769(h), this Court shall retain exclusive and continuing jurisdiction over this action and the Parties, including the Settlement Class, for purposes of supervising, administering, implementing, enforcing and interpreting the Settlement and the distribution process hereunder and to resolve any contested challenge to a claim for Settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of Settlement benefits.

28. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall cause the Notice of Entry of Final Approval Order and Judgment to be posted on the Settlement Administrator's website within three (3) days of Entry of the Final Approval Order and

EXHIBIT 1

Judgment for a period of ninety (90) days and that Notice of Entry of the Final Approval Order and Judgment need not be additionally mailed to the Settlement Class.

29. The Court sets a compliance hearing to hear from Class Counsel regarding the status of LGCY's funding of the Gross Settlement Fund for December 15, 2023 at 8:30 a.m. Class Counsel is to file the administrator's report on or before December 6, 2023.

30. There being no just reason to delay, the Clerk is directed to enter this Final Approval Order and Judgment forthwith.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 6/14/23

Honorable Ronald Frazier
Judge of the Superior Court

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I declare that I am over the age of 18 years, not a party to this action, and I am a resident or employed in the county where the mailing took place. My business address is 5820 Oberlin Drive, Suite 205, San Diego, California 92121.

On **July 14, 2023,** I served the document(s) described as **Notice of Entry of Final Approval Order and Judgment** on the interested parties in this action as follows:

Deborah Yoon Jones, Esq. Lisa L. Garcia, Esq. **ALSTON & BIRD, LLP** 333 South Hope Street, 16th Floor Los Angeles, CA 90071-1410 T: 213-576-1000 Debbie.Jones@alston.com Lisa.garcia@alston.com	**Attorney for Defendant** LGCY POWER, LLC, a Delaware limited liability company; DOUG ROBINSON, an individual; ROBINSON HOLDINGS, LLC, a limited liability company; LUKE TOONE ***Via E-mail through One Legal***
Andrew V. Collins, Esq. **MITCHELL BARLOW & MANSFIELD, P.C.** Boston Building Nine Exchange Place, Suite 600 Salt Lake City, Utah 84111 T: (801) 998-8888 acollins@mbmlawyers.com	**Attorney for Defendants** LGCY POWER, LLC, DOUG ROBINSON, ROBINSON HOLDINGS, LLC and LUKE TOONE ***Via E-mail through One Legal***
Labor and Workforce Development Agency "LWDA" 800 Capitol Mall, Suite 5000 (MIC-55) Sacramento, CA 95814	***Via US Mail***

[X] **BY ELECTRONIC TRANSMISSION:** Pursuant to California Rules of Court Rule 2.251 (Rev 1/2012), I electronically filed and served the document(s) described above on One Legal's electronic filing system. Notice of this filing will be sent by One Legal to all parties indicated on the electronic filing receipt. Parties may access this filing through One Legal's electronic filing system.

[X] **BY U.S. MAIL**: I am personally and readily familiar with the business practices of Keegan & Baker, LLP for collection and processing of correspondence for mailing. I placed the envelope for collection and mailing following our ordinary business practices. On the same day that correspondence is place for collection and mailing it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.

I also served the Settlement Class by causing the Notice of Entry of Judgment to be posted on the Settlement Administration website at https://www.lgcysettlement.com/

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 14, 2023

/s/ Yadira Samaniego
Yadira Samaniego

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On **July 14, 2023,** I served the document(s) described as **Notice of Entry of Final Approval Order and Judgment** on the Labor & Workforce Development Agency (LWDA) by

uploading it to the LWDA's PAGA portal at https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: July 14, 2023

/s/ John J. Weber

John J. Weber