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Attorneys for Plaintiffs
Michael Allagas, Arthur Ray, Brett Mohrman,
and the Settlement Class

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

MICHAEL ALLAGAS, ARTHUR
RAY and BRETT MOHRMAN, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

BP SOLAR INTERNATIONAL,
INC., HOME DEPOT U.S.A., INC.
and DOES 1 -10, inclusive,

Defendants.

Case No. 3:14-cv-00560-SI

**SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR
SUPPLEMENTAL ATTORNEY FEES
RELATING TO ADMINISTRATION
OF THE CLASS ACTION
SETTLEMENT**

DATE: September 19, 2025
TIME: 10:00 a.m.
COURTOOM: 1

The Honorable Susan Y. Illston

Action Filed: January 9, 2014
Trial Date: None

1 **I. SUMMARY**

2 The Joint Motion to Modify Administration and for Cy Pres and Class
3 Counsel's Motion for Supplemental Attorney Fees came before the Court for hearing
4 on September 19, 2025. The purpose of this supplemental brief is to address the
5 Court's question regarding the appropriateness of Class Counsel's request for a 1.5
6 multiplier on the approximately \$632,942.83 in fees involving 853.72 hours of time
7 to oversee and manage the administration of the settlement consistent with the terms
8 of the settlement for the last 8 1/2 years.

9 Class Counsel has provided the Court with its detailed time for the work
10 performed. In the Declaration of David M. Birka-White in Support of the Motion for
11 Supplement Attorney Fees (ECF 278-1), Class Counsel addressed the issues of the
12 reasonableness of the hours spent, the contemporaneous entry of time, that there was
13 no duplicative work, no block billing, and the appropriate levels of the timekeepers.
14 During oral argument, the Court appeared to be satisfied that the fees incurred by
15 Class Counsel of \$632,942.83 are reasonable and appropriate.

16 Of paramount importance to Class Counsel and this Court is the adequacy of
17 the settlement. The adequacy of the class settlement is not in question. The notice
18 programs were substantial and redundant and Class Members have received the
19 substantial and complete benefits of this excellent settlement under any analysis.

20 Of the remaining \$7,102,946.96 in the common fund trust account, it is
21 proposed that \$3,000,000 will remain in the account for the benefit of Class Members
22 for the next seven years. The low volume of claims makes it virtually certain that
23 there will be excess funds remaining in the Settlement Trust Fund at the conclusion of
24 seven remaining years of the settlement.

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1 The Parties are jointly requesting that approximately \$3 million be distributed
2 to two Cy Pres proposed recipients Solar and Storage Industries Institute (“S12”) and
3 Public Counsel. Class Counsel is requesting attorneys’ fees in the amount of
4 \$9,949,914.24 which represents a 1.5 multiplier on the \$632,942.83 time expended
5 during the last 8 1/2 years.

6 **II. QUESTION PRESENTED**

7 The question now presented is whether a supplemental attorney fees award for
8 managing the administration of the settlement, awarded years after legal services
9 were rendered, justifies a multiplier of 1.5.

10 **III. ARGUMENT**

11 The Court seems to agree that the manner in which the Parties have conducted
12 the administration of this complex settlement is a “model” regarding how the
13 administration of settlements should be managed and implemented.

14 When attorney fees are awarded years after legal services are rendered, the
15 hourly rate does not reflect the true economic value of the work because of the time
16 value of money. This is especially true in this instance where Class Counsel expended
17 hundreds of hours while fronting significant overhead costs with the risk of receiving
18 nothing in return. When this case was settled, no one anticipated that the
19 administration of the settlement would extend from 2016 to 2025. And there was no
20 certainty that Class Counsel would be paid additional fees for managing the
21 administration for these 8 1/2 years because the fund might easily have been
22 exhausted.

23 What came with the job of Class Counsel in the context of administering this
24 unusually lengthy settlement was *sustained* responsibility. It has been the job of Class
25 Counsel to make sure that the terms of the settlement were strictly followed
26 according to the Orders of the Court; that the Administrator promptly perform all its
27 duties and responsibilities, and that Class Counsel provide the expertise and highly
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1 competent staff to respond to all the needs of the class members, and the questions
2 and requests of the administrator, throughout the administration of the settlement.

3 Class Counsel has been required to embrace these responsibilities — day in and
4 day out — for almost nine years, and be dedicated to ensuring that the benefits of the
5 settlement were properly distributed to Class Members. In this case, Class Counsel
6 met all responsibilities, without exception. However, the extraordinary length of the
7 settlement administration could not have been anticipated.

8 **A. Adjustments for the time value of money.**

9 The rationale for a multiplier for fees incurred during the underlying case
10 applies equally to this unique settlement where substantial fees were incurred after
11 the settlement. To address the expenditure of substantial resources over a protracted
12 period of time, and the delay in compensation, a multiplier to the base amount of the
13 attorney fees is appropriate. One of the factors justifying a multiplier is the delay in
14 payment. The requested multiplier would acknowledge that Class Counsel was
15 effectively providing interest-free services to the class members for the duration of
16 the administration period while the Class was receiving substantial benefits.

17 A multiplier is also justified to reward the positive outcome for the class by
18 virtue of the exemplary implementation of the settlement. Class Counsel are capable
19 and experienced attorneys willing to perform high quality work for many years after
20 the settlement. Multipliers can be used to acknowledge and reward class counsel for
21 exceptional results for Class Members in the course of overseeing the administration
22 of this settlement. The administration of this case was extraordinarily complex and
23 unique and required sensitive and careful management in order to replace the solar
24 arrays on over 2,300 Class Member homes throughout the United States, while
25 addressing every problem and every question—without exception—while not calling
26 upon the special master a single time. A multiplier can be fairly applied to recognize
27 this superior representation.

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1 **IV. ECONOMIC ANALYSIS.**

2 Class Counsel has had the benefit of a consultant to provide a breakdown of
3 legal fees to account for the time value of money. The analysis assumes that, had
4 Class Counsel been paid at the time the work was performed, the fees could have
5 been invested and earned a return over the proceeding years. Two methods were
6 used to calculate the time value of money for the delays in payment of the
7 \$632,942.83. These two economic analyses result in values of \$1.23 million and 1.67
8 million as described below, far more than the \$949,414.23 now requested.

9 When attorney fees are awarded years after the underlying legal services are
10 rendered, the nominal dollar amount of the award does not reflect the true economic
11 value of the work performed. In practical and financial terms, \$632,942.83 earned
12 gradually between 2016 and 2025 is not equivalent to \$632,942.83 received only at
13 the conclusion of that period. The latter sum is materially diminished by the lost
14 opportunity to deploy that capital as it was earned. If the fees had been paid
15 contemporaneously, those funds could have been invested, generating returns
16 consistent with historical market averages. Failing to account for this reality results in
17 under-compensation to counsel.

18 This effect is demonstrated by two standard time-value-of-money calculations.
19 Under the Benchmark Method, applying a 10% annual return—roughly equal to the
20 long-term average return of the S&P 500—and crediting both the beginning-of-year
21 balance and the mid-year accrual of fees, the \$632,942.83 would today be worth
22 approximately \$1.23 million. Under the Historical Market Returns Method, using the
23 actual annual returns of the S&P 500 from 2016 through 2025, the same stream of
24 fees would have grown to approximately \$1.69 million. These calculations
25 demonstrate that by receiving compensation only at the conclusion of this lengthy
26 administrative period, Class Counsel effectively lost the use of more than half the
27 economic value of their work. An adjustment for the time value of money is therefore
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1 not a bonus or windfall, but a necessary correction to ensure that the compensation
2 awarded reflects closer to the actual economic value of the services provided.

3 A 2.5 multiplier is fully justified under the Historical Market Returns Method,
4 as it produces an award consistent with the \$1.69 million economic value of the
5 delayed fees while still representing only 23.3% of the settlement fund—comfortably
6 below the 25% benchmark. Even at a 2.0 multiplier, the award would total
7 approximately \$1.27 million, equal to just 22.6% of the fund, and would represent
8 only the conservative floor supported by the Benchmark Method. Both scenarios
9 remain well within accepted limits, but the 2.5 multiplier better reflects the true value
10 of the services provided over the nearly decade-long administration.

11 The two methods result in values of approximately \$1.2 million and \$1.7
12 million, which translate to about 2.0× and 2.5× the \$632,942.83 lodestar. Those
13 amounts correspond to 22.6% and 23.3% of the settlement fund, respectively, both of
14 which remain comfortably below the 25% benchmark. These calculations are shown
15 in the PDF document attached as **Exhibit A**.

16 Looking into this further, receiving \$632,942.83 in 2025 is the economic
17 equivalent of receiving only \$325,481 over the 2016–2025 period and investing it at a
18 10% annual return, the long-term average of the S&P 500. In other words, if Class
19 Counsel had been paid \$325,481 as services were rendered, those funds would have
20 grown by \$307,462 if invested, resulting in the same \$632,943 received today. The
21 PDF which summarizes these calculations is attached as **Exhibit B**.

22 **V. CONCLUSION.**

23 The unique nature of the protracted administration of this settlement fairly
24 justifies the requested multiplier of 1.5. When viewed in the context of the time
25 value of money, the requested 1.5 multiplier is actually significantly less. Given that
26 the class members have received the full benefits of this extraordinary settlement, and
27 that Class Counsel performed its obligations to manage the administration of the
28 settlement in an exemplary fashion, the granting of the requested multiplier is the

1 most principled application of the settlement proceeds. A 1.5 multiplier merely
2 restores a modest portion of the approximation of the lost value given the time value
3 of money, a concept often overlooked when awarding fees.

4 DATED: September 30, 2025

Respectfully submitted,

5 BIRKA-WHITE LAW OFFICES

6
7 By: s/s David M. Birka-White

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16 *Michael Allagas, Arthur Ray, Brett*

17 *Mohrman, and the Settlement Class*
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EXHIBIT A

Settlement Administration Fees**Annual Legal Fees by Professional**

Year	David Birka-White	Mindy M. Wong	Laura Carrier	Sonya Hernandez	Mila Alcantar	Carol Pekkari	Total
2016	\$ 153,130.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153,130.50
2017	\$ 5,985.00	\$ 67,498.50	\$ 2,075.00	\$ 3,197.00	\$ 1,283.33	\$ 270.00	\$ 80,308.83
2018	\$ 5,985.00	\$ 42,055.00	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 51,237.00
2019	\$ 77,330.00	\$ 72,697.50	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 153,224.50
2020	\$ 77,330.00	\$ -	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 80,527.00
2021	\$ 16,650.00	\$ -	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 19,847.00
2022	\$ 16,650.00	\$ -	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 19,847.00
2023	\$ 21,747.00	\$ -	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 24,944.00
2024	\$ 21,747.00	\$ -	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 24,944.00
2025	\$ 21,736.00	\$ -	\$ -	\$ 3,197.00	\$ -	\$ -	\$ 24,933.00
Total	\$ 418,290.50	\$ 182,251.00	\$ 2,075.00	\$ 28,773.00	\$ 1,283.33	\$ 270.00	\$ 632,942.83

Total Fees and Settlement % by Supplemental Multiplier

Settlement Administration Fees	Multiplier	Supplemental Fee	Original Fee	Total Fee	% of Settlement
\$ 632,943	1.0x	\$ 632,943	\$ 9,000,000	\$ 9,632,943	21.3%
\$ 632,943	1.5x	\$ 949,414	\$ 9,000,000	\$ 9,949,414	21.9%
\$ 632,943	2.0x	\$ 1,265,886	\$ 9,000,000	\$ 10,265,886	22.6%
\$ 632,943	2.5x	\$ 1,582,357	\$ 9,000,000	\$ 10,582,357	23.3%

Method 1: Assume a 10% annual return, matching the S&P 500 long-term average ("Fair Value")

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Beginning Balance	\$0	\$160,787	\$261,190	\$341,108	\$536,104	\$674,268	\$762,534	\$859,627	\$971,781	\$1,095,150
Legal Fees Earned	\$153,131	\$80,309	\$51,237	\$153,225	\$80,527	\$19,847	\$19,847	\$24,944	\$24,944	\$24,933
Rate of Return ¹	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Return on Beginning Balance	\$0	\$16,079	\$26,119	\$34,111	\$53,610	\$67,427	\$76,253	\$85,963	\$97,178	\$109,515
Return on New Legal Fees ²	\$7,657	\$4,015	\$2,562	\$7,661	\$4,026	\$992	\$992	\$1,247	\$1,247	\$1,247
Total Return	\$7,657	\$20,094	\$28,681	\$41,772	\$57,637	\$68,419	\$77,246	\$87,210	\$98,425	\$110,762
Ending Balance	\$160,787	\$261,190	\$341,108	\$536,104	\$674,268	\$762,534	\$859,627	\$971,781	\$1,095,150	\$1,230,845

¹ Long-term average annual return of the S&P 500² Assumes legal fees were earned and invested evenly over the calendar year**Method 2: Use actual S&P 500 annual returns from 2016 to 2025 ("True Value")**

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Beginning Balance	\$0	\$162,288	\$286,790	\$324,343	\$603,829	\$802,868	\$1,056,068	\$882,864	\$1,143,192	\$1,457,283
Legal Fees Earned	\$ 153,131	\$ 80,309	\$ 51,237	\$ 153,225	\$ 80,527	\$ 19,847	\$ 19,847	\$ 24,944	\$ 24,944	\$ 24,933
Rate of Return ¹	12.0%	21.8%	-4.4%	31.5%	18.4%	28.7%	-18.1%	26.3%	25.0%	13.8%
Return on Beginning Balance	\$0	\$35,427	(\$12,561)	\$102,136	\$111,104	\$230,504	(\$191,254)	\$232,105	\$286,027	\$201,251
Return on New Legal Fees ²	\$9,157	\$8,766	(\$1,122)	\$24,125	\$7,408	\$2,849	(\$1,797)	\$3,279	\$3,120	\$1,722
Total Return	\$9,157	\$44,193	(\$13,683)	\$126,261	\$118,513	\$233,353	(\$193,051)	\$235,384	\$289,147	\$202,972
Ending Balance	\$162,288	\$286,790	\$324,343	\$603,829	\$802,868	\$1,056,068	\$882,864	\$1,143,192	\$1,457,283	\$1,685,188

¹ Actual annual returns of the S&P 500² Assumes legal fees were earned and invested evenly over the calendar year³ 2025 return as of 9/22/2025

EXHIBIT B

Method 5: Economic Value of Deferred Legal Fees (2016–2025)

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	Totals
Beginning Balance	\$0	\$82,682	\$134,313	\$175,409	\$275,683	\$346,732	\$392,121	\$442,050	\$499,723	\$563,164	
Legal Fees Earned	\$ 153,131	\$ 80,309	\$ 51,237	\$ 153,225	\$ 80,527	\$ 19,847	\$ 19,847	\$ 24,944	\$ 24,944	\$ 24,933	\$ 632,943
Effective Realization Rate	51.4%	51.4%	51.4%	51.4%	51.4%	51.4%	51.4%	51.4%	51.4%	51.4%	
Equivalent Value of Deferred Fees	\$ 78,745	\$ 41,298	\$ 26,348	\$ 78,793	\$ 41,410	\$ 10,206	\$ 10,206	\$ 12,827	\$ 12,827	\$ 12,821	\$ 325,481
Rate of Return ¹	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	
Return on Beginning Balance	\$0	\$8,268	\$13,431	\$17,541	\$27,568	\$34,673	\$39,212	\$44,205	\$49,972	\$56,316	
Return on New Legal Fees ²	\$3,937	\$2,065	\$1,317	\$3,940	\$2,070	\$510	\$510	\$641	\$641	\$641	
Total Return	\$3,937	\$10,333	\$14,749	\$21,481	\$29,639	\$35,183	\$39,722	\$44,846	\$50,614	\$56,957	\$ 307,462
Ending Balance	\$82,682	\$134,313	\$175,409	\$275,683	\$346,732	\$392,121	\$442,050	\$499,723	\$563,164	\$632,943	

¹ Long-term average annual return of the S&P 500² Assumes legal fees were earned and invested evenly over the calendar year

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*Attorneys for Defendants BP Solar International,
Inc. and Home Depot U.S.A., Inc.*

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA - SAN FRANCISCO DIVISION

MICHAEL ALLAGAS, ARTHUR
RAY and BRETT MOHRMAN, on
behalf of themselves and all others
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Plaintiffs,

vs.

BP SOLAR INTERNATIONAL,
INC., HOME DEPOT U.S.A., INC.
and DOES 1 -10, inclusive,

Defendants.

Case No. 3:14-cv-00560-SI

**DECLARATION OF E. ALEX
BEROUKHIM IN SUPPORT OF JOINT
MOTION TO MODIFY
ADMINISTRATION AND FOR CY
PRES**

DATE: September 19, 2025
TIME: 10:00 a.m.
COURTOOM: 1

The Honorable Susan Y. Illston

Action Filed: January 9, 2014
Trial Date: None

1 I, E. Alex Beroukhim, declare:

2 1. I am an attorney duly licensed to practice law in the State of California
3 and am admitted to the bar of this Court. I am a Partner with the law firm of
4 Arnold & Porter LLP, attorneys for defendants BP Solar International, Inc. (“BP”)
5 and Home Depot U.S.A., Inc. (“Home Depot”) in the above-captioned action. I am
6 fully familiar with the facts and circumstances surrounding this action, and I could
7 and would testify to their truth if I were properly called upon to do so. Pursuant to
8 the Northern District’s Civil Local Rule 79-5(e)(1), I offer this declaration in support
9 of the Joint Motion to Modify Administration and for Cy Pres.

10 2. At the hearing on September 19, 2025, the Court stated, “I would
11 appreciate it if you could get Public Counsel to give me some written description of
12 their program with respect to fraud in the industry. And then what if we – what if we
13 split the – split the money between Solar Storage and Public Counsel.” Hr. Tr.
14 15:17-21.

15 3. Attached hereto as Exhibit 1 is a true and correct copy of a written
16 description of the solar-related programs at Public Counsel that was prepared by
17 Public Counsel at the request of the Court. The document contains active hyperlinks.
18

19 I declare under penalty of perjury under the laws of the United States that the
20 foregoing is true and correct. This declaration was executed at Los Angeles,
21 California, on September 30, 2025.

22
23 /s/ E. Alex Beroukhim

24 E. Alex Beroukhim
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EXHIBIT 1

Public Counsel

Public Counsel has a [Consumer Rights & Economic Justice Project](#) that handles a broad range of consumer matters, including representing the interest of homeowners who have been victims of predatory home improvement loans—mainly loans that originated as part of Property Assessed Clean Energy (PACE) programs, with clean energy products such as solar panels at their core.

- **PACE Litigation**

- PACE programs purported to assist low-income homeowners in paying for energy efficient upgrades, such as solar panels, through loans paid back through the property tax system by way of a special tax assessment placed on the home.
- An army of home improvement and solar contractors sold PACE loans door-to-door to pay for their services. Many PACE loans were fraudulently induced with homeowners being told the energy upgrades were paid for under a “free government program,” and there was no consideration given to homeowners’ ability to repay the loans out of their income.
- Public Counsel was inundated by homeowners who faced hugely inflated property tax bills. In the worst case, we encountered a low-income homeowner on a fixed income whose property tax bill went from \$1,000 to \$29,000 per year.
- Working with co-counsel, Public Counsel filed [two class action suits](#) in April 2018 against Los Angeles County and its financing administrators Renew Financial and Renovate America. We sought redress for a class of around 30,000 homeowners who had not had their ability to pay considered, along with an elder sub-class alleging elder abuse.
- The case [settled](#) for \$12,000,000, with the Los Angeles County Superior Court approving the settlement in early 2025.
- Public Counsel is actively engaged in appellate work related to the settlement. Following the final court approval, a non-party who previously objected filed a motion to vacate the settlement. The court denied the motion to vacate but granted the non-party’s motion to intervene. Both motions are now on appeal, and payments to class members are on hold pending their resolution.
- Our PACE litigation received extensive media coverage, including in a long-form [article](#) on “subprime solar traps,” and our clients and their ill-fated solar panels were featured on many platforms—including in a [video](#) for our annual gala, on [NBC4](#), and on John Oliver’s [Last Week Tonight](#).

- **Nationwide Educational Programs**

- Public Counsel’s solar-related work has a national reach. In addition to national PACE policy advocacy, we inspire others to combat clean energy related predatory lending practices as they arise.
- [Stephanie Carroll](#), the directing attorney of our Consumer Rights & Economic Justice Project, regularly speaks on predatory practices in the clean energy space, including at the California State Auditor’s Conference in 2022, the National Energy and Utility Affordability Coalition Conference in 2023, and the National Consumer Law Center Mortgage Conference in 2025. She also spoke on a panel in the Practising Law Institute’s *Legal Implications of Predatory Home Improvement Lending* training in 2020.

- Ms. Carroll chairs and organizes the [Clean Energy Justice](#) campaign, bringing together advocates from California, Florida, and other states to combat predatory lending surrounding solar and other clean energy home improvements.
- **Direct Services Consumer & Small Business Work**
 - Public Counsel has [self-help guides](#) on our website in English and Spanish on how to submit a Los Angeles County Tax Assessment Appeal, how to complain to the Contractors State License Board, and how to file a complaint with DPFI in connection with the PACE program.
 - We assisted borrowers, including those subjected to solar-related predatory lending, in [accessing state-financed mortgage relief](#).
 - Aside from PACE-financed cases, Public Counsel continues to encounter solar financing cases in our day-to-day practice. We have seen over 70 cases in the past two years. Two examples of our work are included below.
 - In late 2024, Public Counsel successfully advocated for a 60-year-old monolingual Spanish speaker defrauded by a contractor going door-to-door advertising free solar panels. The client explained that she had a low fixed income, she was assured that everything would be free of charge, and at the contractor's urging she signed documents in English that she could not read. We wrote a successful demand letter seeking cancellation of two solar home improvement loans from Mosaic. The cancellation of the loans unburdened the client of \$100,000 in debt recorded against her home.
 - In March 2025, Public Counsel placed with a volunteer attorney the case of a senior homeowner defrauded by a contractor and saddled with an unaffordable solar power purchase agreement. The contractor falsely claimed the solar program was free and manipulated the client into handing over his mobile device, which the contractor used to execute an e-signed agreement for \$75,000. The solar system was never connected to the grid and remains non-functional. Public Counsel demanded the lender cancel the fraudulent agreement and rescind the lien placed on the client's home, citing elder financial abuse, consumer law violations, and lack of mutual assent. In response, the lender investigated but declined to cancel the contract based on the self-serving claims of the contractor's salesperson that the client understood and signed the agreement. Pro bono counsel has vigorously litigated the case, which is close to a final settlement in the client's favor.
 - Our current legal [clinics](#) help all debtors, including people struggling to pay for solar systems. Pending state funding, we are poised to restart clinics that will focus specifically on struggling homeowners. In the wake of the devastating Los Angeles 2025 wildfires, we are watching for solar-related scams as people rebuild their homes so that we can combat these practices. We have already provided a webinar for homeowners on avoiding this type of exploitation.

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BP Solar International, Inc. and
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UNITED STATES DISTRICT COURT
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**[PROPOSED] ORDER GRANTING
JOINT MOTION TO MODIFY
ADMINISTRATION AND FOR CY
PRES AND GRANTING CLASS
COUNSEL'S MOTION FOR
SUPPLEMENTAL ATTORNEYS'
FEES**

DATE: September 19, 2025
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Trial Date: None

1 Class Counsel and Defendants’ Joint Motion to Modify Administration and for
 2 Cy Pres ("Modification Motion") and Class Counsel Birka-White Law Offices’
 3 (“BWLO”) Motion for Supplemental Attorneys’ Fees Relating to Administration of
 4 the Class Action Settlement (“Supplemental Fees Motion”) came before the Court
 5 for hearing on September 19, 2025. The Court has read and considered the
 6 Modification Motion, the Supplemental Fees Motion, the supporting Declaration of
 7 David M. Birka-White, and all related materials, and heard arguments of counsel.

8 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 1. This Court hereby finds that the best practicable notice was directed to
 10 Class Members¹ by contemporaneously uploading the Modification Motion and
 11 Supplemental Fees Motion to the BP Solar settlement administration website.

12 2. A fair opportunity was accorded to all remaining Class Members to
 13 object and no objections were made.

14 3. The Court finds that, given the low volume of claims and high cost of
 15 independent claims administration, the services of the Independent Claims
 16 Administrator, JND Legal Administration are no longer needed.

17 4. BP Solar International, Inc. (“BP Solar”) shall take on the role of
 18 administering the remaining Common Fund claims and JND Legal Administration
 19 shall be relieved of those duties going forward, except for claims that JND Legal
 20 Administration has already begun processing.

21 5. The Court finds that limiting class relief to cash payouts only, as
 22 described in paragraph III.A.5. of the Settlement Agreement And Release (“Cash
 23 Payouts”) (Dkt. 171-1), is essential to transitioning the settlement administration to
 24 BP Solar.

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 28 ¹ All capitalized terms refer to the definitions set forth in the Settlement Agreement And Release.
 Dkt. 171-1.

6. The relief available under the Settlement Agreement is accordingly modified to be limited to Cash Payouts at the rates provided for in the Settlement Agreement and Addendum To Settlement Agreement And Release.

7. Of the remaining \$7,041,837.95 in the Common Fund Trust Account, \$3,000,000 will remain in the Common Fund Trust Account (“Remaining Common Fund Trust Account”) for at least the next seven years (the remaining warranty period on class panels).

8. The Cash Payouts for any Common Law claims will be made from the Remaining Common Fund Trust Account.

9. BP Solar will be reimbursed for all the relief provided to Class Members, including payment to Class Members and the cost of any inspection, removal, and disposal of panels, but has agreed to not charge for administering this process.

10. The Court finds that Solar and Storage Industries Institute (“SI2”) has a nexus to the interests of the class as SI2 aims to use policy research, public education, initiatives, and direct outreach to policy makers to explain the benefits of clean energy and develop pathways to widespread solar and storage use.

11. The Court finds that Public Counsel has a nexus to the interests of the class as Public Counsel, among other things, has a dedicated Consumer Rights & Economic Justice team that handles a broad range of consumer matters, including homeowners who have been victims of predatory home improvement loans – mainly loans that originated as part of Property Assessed Clean Energy (PACE) programs, which were meant to help homeowners finance the installation of clean energy products like solar panels.

12. Of the remaining \$7,041,837.95, Class Counsel BWLO is permitted to cy pres approximately \$_____ million as follows:

a. SI2: \$_____

b. Public Counsel: \$_____.

1 13. The Court finds that the attorney fees incurred by Class Counsel
2 BWLO in the amount of \$632,942.83 are reasonable and appropriate. Class
3 Counsel BWLO spent 853.72 hours of time to oversee and manage the
4 administration of the settlement for the last 8 1/2 years.

5 14. The Court finds that Class Counsel BWLO has addressed the issues of
6 the reasonableness of the hours spent, the contemporaneous entry of time, that
7 there was no duplicative work, no block billing and has demonstrated the
8 appropriate levels of the timekeepers.

9 15. The Court finds that the administration of this case was complex and
10 unique and required careful management in order to replace the solar arrays of over
11 2,300 class member homes throughout the United States.

12 16. The Court finds that Class Counsel has capably met the responsibility
13 to make sure that the terms of the settlement were strictly followed according to
14 the Orders of the Court; ensured that the administrator promptly performed all its
15 duties and responsibilities, and provided the expertise and staff to respond to the
16 needs of the Class Members and the questions and requests of the administrator,
17 and ensured that the benefits of the settlement were properly distributed to Class
18 Members throughout the lengthy administration of the settlement.

19 17. The Court finds that the request of Class Counsel BWLO for a 1.5
20 multiplier is reasonable and appropriate given the expenditure of substantial hours
21 and resources over a protracted period of time, and the delay in compensation.

22 18. The Court also finds that the request for a 1.5 multiplier is appropriate
23 to acknowledge and reward Class Counsel BWLO for achieving exceptional
24 results for Class Members in the course of overseeing the administration of the
25 settlement. A multiplier can be fairly applied to recognize this superior
26 representation.

27 19. The Court finds that Birka-White Law Offices is awarded
28 supplemental attorney fees in the amount of \$949,414.24 after applying the

1 requested 1.5 multiplier to the \$632,942.83 lodestar expended during the last 8 1/2
2 years.

3 20. This Order does not modify, alter, or amend the Settlement
4 Agreement And Release (Dkt 171-1) or Addendum To Settlement Agreement And
5 Release (Dkt. 224) in any other way.

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7 IT IS SO ORDERED this ____ day of _____, 2025.
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11 THE HONORABLE SUSAN Y. ILLSTON
12 UNITED STATES DISTRICT JUDGE
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