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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
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

**[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
TIME: 10:00 a.m.
COURTOOM: 1

The Honorable Susan Y. Illston

Action Filed: January 9, 2014
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.

25
 26
 27
 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 pay approximately \$3 million as follows:

- a. SI2: \$1,500,000.00
- b. Public Counsel: \$1,500,000.00.

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
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 a **1.3** multiplier is appropriate to
23 acknowledge and reward Class Counsel BWLO for achieving exceptional results
24 for Class Members in the course of overseeing the administration of the settlement.
25 A multiplier can be fairly applied to recognize this superior representation.

26 19. The Court finds that Birka-White Law Offices is awarded
27 supplemental attorney fees in the amount of **\$822,825.68** after applying a **1.3**
28 multiplier to the \$632,942.83 lodestar expended during the last 8 1/2 years.


THE HONORABLE SUSAN Y. ILLSTON
UNITED STATES DISTRICT JUDGE