

1 MARY K. BLASY (211262)
 mblasy@scott-scott.com
 2 WALTER W. NOSS (*pro hac vice*)
 wnoos@scott-scott.com
 3 SCOTT+SCOTT LLP
 707 Broadway, Suite 1000
 4 San Diego, CA 92101
 Telephone: (619) 233-4565
 5 Facsimile: (619) 233-0508

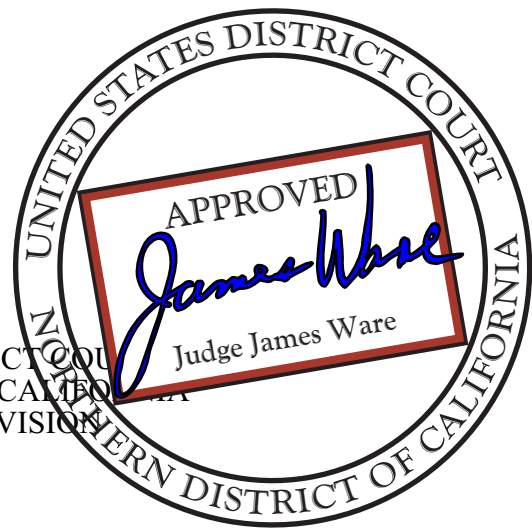
6 – and –

7 DAVID R. SCOTT (*pro hac vice*)
 dscott@scott-scott.com
 8 156 South Main Street
 Colchester, CT 06415
 9 Telephone: (860) 537-3818
 Facsimile: (860) 537-4432
 10 drscott@scott-scott.com

11 Lead Counsel for Plaintiffs

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UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION



17 SHARON HODGES, On Behalf of Herself and
 All Others Similarly Situated,

18 Plaintiff,

19 vs.

20 AKEENA SOLAR, INC., et al,

21 Defendants.

No. C-09-02147 JW

CLASS ACTION

AMENDED ~~PROPOSED~~ FINAL
 JUDGMENT AND ORDER OF
 DISMISSAL WITH PREJUDICE

1 This matter came before the Court for hearing on December 12, 2011, pursuant to an Order
2 of this Court dated September 15, 2011 (the "Notice Order"), on the application of the Settling
3 Parties for approval of the proposed Settlement set forth in the Stipulation of Settlement dated
4 August 24, 2011 (the "Stipulation"). Due and adequate notice having been given to the Class as
5 required in said Order, and the Court having considered all papers filed and proceedings held herein
6 and otherwise being fully informed in the premises and good cause appearing therefore, IT IS
7 HEREBY ORDERED, ADJUDGED, AND DECREED that:

8 1. This Judgment incorporates by reference the definitions in the Stipulation, and all
9 terms used herein shall have the same meanings set forth in the Stipulation.

10 2. This Court has jurisdiction over the subject matter of the Litigation and over all
11 parties to the Litigation, including all Members of the Class.

12 3. The Class in this Litigation consists of all Persons who purchased or otherwise
13 acquired Akeena Solar securities between December 26, 2007 and March 13, 2008, inclusive.
14 Excluded from the Class are Defendants, the current and former officers and directors of Akeena
15 Solar, the members of the Akeena Advisory Board, their immediate families and their legal
16 representatives, heirs, successors or assigns, and any entity in which Defendants have or had a
17 controlling interest. Also excluded from the Class are those Persons (identified in Exhibit 1 attached
18 hereto) who otherwise satisfy the above requirements for membership in the Class, but who timely
19 and validly requested exclusion from the Class pursuant to the Notice.

20 4. The Court hereby finds that notice of the pendency of this Litigation as a class action
21 and of the proposed Settlement was given to all Class Members who could be identified with
22 reasonable effort. The notification provided for and given to the Class was in compliance with the
23 Notice Order, and said notification met the requirements of Rule 23 of the Federal Rules of Civil
24 Procedure, Section 27(a)(7) of the Securities Act of 1933, 15 U.S.C. §77z-1(a)(7), as amended by the
25 Private Securities Litigation Reform Act of 1995 (the "PSLRA"), Section 21D(A)(7) of the
26 Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the PSLRA, and due
27 process, and constituted the best notice practicable under the circumstances.

1 5. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure,
2 the Court hereby find that due and adequate notice of these proceedings was directed to the Class
3 Members, advising them of the Settlement, the Plan of Allocation, and Lead Counsel’s intent to
4 apply for an award of attorneys’ fees and expenses, and of their right to object thereto, and a full and
5 fair opportunity was accorded to the Class Members to be heard with respect to the foregoing
6 matters. Thus, it is hereby determined that all Class Members who did not timely and properly elect
7 to exclude themselves by written communication postmarked or otherwise delivered on or before the
8 date set forth in the Notice and the Notice Order, are bound by this Judgment.

9 6. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finds
10 that: (a) the Settlement is, in all respects, fair, reasonable, and adequate, and in the best interests of
11 the Class; (b) the Settlement is the product of good-faith, informed, arm’s-length negotiations
12 between competent, experienced counsel representing the interests of the respective Settling Parties;
13 (c) there was no collusion in connection with the Stipulation; and (d) the record is sufficiently
14 developed and complete to have enabled Plaintiffs and Defendants to have adequately evaluated and
15 considered their positions. Accordingly, the Court hereby finally approves the Settlement set forth
16 in the Stipulation in all respects and authorizes and directs the Settling Parties to consummate the
17 Settlement in accordance with the terms and provisions of the Stipulation and of this Judgment.

18 7. The Litigation and all claims contained therein at any time, including, but not limited
19 to, all of the Released Claims (including Unknown Claims), are dismissed in their entirety with
20 prejudice as against each and all of the Released Persons, except as to any individual claim of those
21 Persons (identified in Exhibit 1 attached hereto) who otherwise satisfy the above requirements for
22 membership in the Class, but who have validly and timely requested exclusion from the Class. The
23 parties are to bear their own costs, except as otherwise provided in the Stipulation.

24 8. Upon the Effective Date, Plaintiffs and each of the other Class Members, for
25 themselves and for each of their respective past, present, and future agents, assignees, assigns, co-
26 insurers, directors, employees, employers, executors, general or limited partners, general or limited
27 partnerships, heirs, insurers, marital communities, members, officers, predecessors, principals,
28 reinsurers, representatives, shareholders, spouses, subsidiaries, and successors, and any other Person

1 claiming (now or in the future) through or on behalf of any of them (regardless of whether such
2 Person ever seeks or obtains by any means, including, without limitation, by submitting a Proof of
3 Claim and Release, any distribution from the Settlement Fund) shall be deemed to have, and by
4 operation of this Judgment shall have, fully, finally, and forever released, relinquished, and
5 discharged all Released Claims (including Unknown Claims) against each and all of the Released
6 Persons, and shall have covenanted not to sue any Released Person with respect to all such Released
7 Claims, except to enforce the releases and other terms and conditions contained in this Stipulation or
8 the Judgment entered pursuant thereto. The Settling Parties acknowledge, and the Class Members
9 shall be deemed by operation of this Judgment to have acknowledged, that the foregoing waiver of
10 Unknown Claims, and of the provisions, rights, and benefits of §1542 of the California Civil Code,
11 was separately bargained for and is a key element of the Settlement of which the release in this
12 paragraph is a part.

13 9. Upon the Effective Date, Plaintiffs and each of the other Class Members, and their
14 respective past, present, and future agents, assignees, assigns, attorneys, co-insurers, directors,
15 employees, employers, executors, general or limited partners, general or limited partnerships, heirs,
16 insurers, marital communities, members, officers, predecessors, principals, reinsurers,
17 representatives, shareholders, spouses, subsidiaries, and successors, and any other Person claiming
18 (now or in the future) through or on behalf of any of them, directly or indirectly, individually,
19 derivatively, representatively, or in any other capacity, shall be forever permanently barred,
20 enjoined, and restrained from commencing, instituting, asserting, maintaining, enforcing,
21 prosecuting, or continuing to prosecute, either directly or in any other capacity, any Released Claim
22 (including any Unknown Claim) against any of the Released Persons, in the Litigation or in any
23 other action or any proceeding, in any state, federal, or foreign court of law or equity, arbitration
24 tribunal, administrative forum, or other forum of any kind, or in the court of any foreign jurisdiction.

25 10. Upon the Effective Date, each of the Released Persons shall be deemed to have, and
26 by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and
27 discharged Plaintiffs, the other Class Members, and counsel for the Plaintiffs from all claims
28 (including Unknown Claims) arising out of, relating to, or in connection with, the institution,

1 prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims except to
2 enforce the releases and other terms and conditions contained in the Stipulation or any Court order
3 (including, but not limited to, this Judgment).

4 11. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding the
5 attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be
6 considered separate from this Judgment.

7 12. This Judgment, the Stipulation, and any negotiations, discussions, proceedings, acts
8 performed, or documents executed pursuant to, in furtherance of, or in connection with this
9 Judgment, the Stipulation, or the Settlement, are not an admission of any liability, fault, or omission
10 of any Defendant or other Released Person, and shall not be used against or offered against any or all
11 Released Persons in any way for any reason in any proceeding whatsoever, including, without
12 limitation:

13 (a) as evidence of, or construed as or deemed to be evidence of, any presumption,
14 concession, or admission by any Defendant or other Released Person of, the validity of any Released
15 Claim or any claim asserted or that could have been or might have been asserted in the Litigation or
16 in any other litigation;

17 (b) as evidence of, or construed as or deemed to be evidence of, any presumption,
18 concession, or admission by any Defendant or other Released Person of, the validity of any
19 allegation made in the Litigation, or that could have been or might have been made in the Litigation
20 or in any other litigation;

21 (c) as evidence of, or construed as or deemed to be evidence of, any presumption,
22 concession, or admission by any Defendant or other Released Person of, the truth of any fact alleged
23 or that could have been or might have been alleged in the Litigation or in any other litigation;

24 (d) as evidence of, or construed as or deemed to be evidence of, any presumption,
25 concessions, or admission by any Defendant or other Released Person of, the deficiency of any
26 defense asserted or that could have been or might have been asserted in the Litigation or in any other
27 litigation;

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1 (e) as evidence of, or construed as or deemed to be evidence of, any presumption,
2 concessions, or admission by any Defendant or other Released Person of, any wrongdoing, fault,
3 negligence, gross negligence, recklessness, misrepresentation, omission, non-disclosure, or liability
4 whatsoever of any Defendant or other Released Person;

5 (f) as evidence of, or construed as or deemed to be evidence of, any presumption,
6 concessions, or admission by any Defendant or other Released Person of, any wrongdoing, fault,
7 negligence, gross negligence, recklessness, misrepresentation, omission, non-disclosure, or liability
8 whatsoever with respect to any statement or written document approved or made by any Defendant
9 or other Released Person; or

10 (g) as evidence that, or construed as or deemed to be evidence of, any
11 presumption, concession, or admission by any Defendant or other Released Person that, the
12 consideration to be given hereunder represents the amount that could be or would have been
13 recovered after trial.

14 13. Neither this Judgment, the Stipulation, nor the Settlement, whether or not
15 consummated, nor any negotiations, discussions, proceedings, acts performed, or documents
16 executed pursuant to, in furtherance of, or in connection with this Judgment, the Stipulation, or the
17 Settlement shall be in any way referred to for any reason by Plaintiffs or any Class Member as
18 against any Defendant or other Released Person in any proceeding, other than such proceedings as
19 may be necessary to effectuate the provisions of this Judgment or the Stipulation; provided,
20 however, that if the Stipulation and/or this Judgment are approved by the Court, any or all Released
21 Persons may refer to it to effectuate the liability protections granted them thereunder.

22 14. Neither this Judgment nor the Stipulation, nor the Settlement, nor any negotiations,
23 discussions, proceedings, acts performed, or documents executed pursuant to, in furtherance of, or in
24 connection with this Judgment or the Stipulation or the Settlement shall be admissible in any
25 proceeding for any purpose, except to enforce the terms of the Settlement, and except that any
26 Defendant or other Released Person may file the Stipulation and/or this Judgment in any action that
27 may be brought against any or all of them to support a defense or counterclaim based on principles
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1 of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any
2 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

3 15. Without affecting the finality of this Judgment in any way, this Court hereby retains
4 continuing exclusive jurisdiction over: (a) implementation of this Settlement and any award or
5 distribution of the Settlement Fund, including interest earned thereon; (b) approval of a plan of
6 allocation; (c) the allowance, disallowance or adjustment of any Class Member's claim on equitable
7 grounds and any awards or distribution of the Settlement Fund; (d) disposition of the Settlement
8 Fund; (e) hearing and determining applications for attorneys' fees, interest, and expenses in the
9 Litigation; (f) hearing and determining applications by Plaintiffs for reimbursement of their
10 reasonable costs and expenses (including lost wages) directly related to their representation of the
11 Class in this Action; (g) all Settling Parties for the purpose of consummating, construing, enforcing,
12 and administering the Stipulation; (h) all other proceedings related to the implementation and
13 enforcement of the terms of the Stipulation and/or the Settlement; and (i) all other matters related or
14 ancillary to the foregoing.

15 16. In the event that the Settlement does not become effective in accordance with the
16 terms of the Stipulation or the Effective Date does not occur, or in the event that the Settlement
17 Fund, or any portion thereof, is returned to the Defendants or their insurers, then this Judgment shall
18 be rendered null and void to the extent provided by and in accordance with the Stipulation and shall
19 be vacated and, in such event, all orders entered and releases delivered in connection herewith shall
20 be null and void to the extent provided by and in accordance with the Stipulation, and the parties
21 shall be restored to their respective positions in the Litigation as of July 6, 2011.

22 17. Pursuant to Section 21D(c)(1) of the Private Securities Litigation Reform Act of
23 1995, the Court hereby finds that each Settling Party, and his, her, or its respective counsel, has
24 complied with each requirement of Rule 11(b) of the Federal Rules of Civil Procedure as to all
25 papers and filings related to the Released Claims, and that insofar as it relates to the Released
26 Claims, the Litigation was filed on a good faith basis, was not brought for any improper purpose, and
27 is not unwarranted under existing law or legally frivolous.

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1 18. Without further order of the Court, the Settling Parties may agree to reasonable
2 extensions of time to carry out any of the provisions of the Stipulation.

3 19. In the event there are residual funds that cannot be economically distributed to
4 eligible Class Members, Lead Counsel shall bring a motion in front of this Court to obtain approval
5 for a *cy pres* distribution to an appropriate non-profit organization unaffiliated with Defendants,
6 Plaintiff or Lead Counsel.

7 20. This Judgment is a final judgment in the Litigation as to all claims asserted therein at
8 any time. This Court finds, for purposes of Rule 54(b) and the Federal Rules of Civil Procedure, that
9 there is no just reason for delay and expressly directs entry of judgment as set forth herein.

10 21. Judgment shall be, and hereby is, entered dismissing the Litigation in its entirety with
11 prejudice and on the merits.

The clerk shall close the file.

12 IT IS SO ORDERED.

13 DATED: December 15, 2011



THE HONORABLE JAMES WARE
UNITED STATES DISTRICT COURT JUDGE

15 Submitted by:

16 SCOTT+SCOTT LLP

17 /s/ Mary K. Blasy

18 MARY K. BLASY

19 WALTER W. NOSS (*pro hac vice*)

20 707 Broadway, Suite 1000

San Diego, CA 92101

21 Telephone: (619) 233-4565

22 Facsimile: (619) 233-0508

23 – and –

24 DAVID R. SCOTT (*pro hac vice*)

drscott@scott-scott.com

25 156 South Main Street

P.O. Box 192

26 Colchester, CT 06415

Telephone: (860) 537-3818

27 Facsimile: (860) 537-4432

28 Lead Counsel for Plaintiffs