

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY, TRENTON DIVISION**

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R E C E I V E D

JAN - 5 2018

AT 8:30 _____ M
WILLIAM T. WALSH
CLERK

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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

MICHAEL DOBKIN, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

NRG RESIDENTIAL SOLAR
SOLUTIONS LLC, a Delaware limited
liability company,

Defendant.

Case No. 3:15-cv-05089-BRM-LHG

Hon. Brian R. Martinotti, U.S.D.J.
Hon. Lois H. Goodman, U.S.M.J.

**STIPULATION TO AMEND
CLASS ACTION SETTLEMENT
AGREEMENT**

Subject to the Court's approval, Plaintiff Michael Dobkin ("Plaintiff") and Defendant NRG Residential Solar Solutions LLC ("Defendant") enter into the following stipulation regarding an amendment to the Class Action Settlement Agreement ("Agreement") entered into on September 25, 2017.

WHEREAS, on September 25, 2017, Plaintiff, Defendant, and NRG Energy, Inc. ("NRG Energy") entered into the Agreement. *See* Dkt. 82-1. On September 28, 2017, Plaintiff moved the Court for preliminary approval of the class action settlement, Dkt. 82, which the Court granted on November 17, 2017, Dkt. 84.

WHEREAS, the parties to the Agreement recently conferred and agreed to amend Section 1.22(c) of the Agreement, which contains part of the definition of "Released Claims," to further clarify claims that will be released, or individuals and entities that will receive a release, under Section 1.22(c) of the Agreement.

WHEREAS, Section 11.10 of the Agreement states that it may be amended by a writing signed by all of the parties to the Agreement.

WHEREAS, the parties to the Agreement wish to amend Section 1.22(c) of the Agreement as reflected in Exhibit A, attached hereto.


NOW THEREFORE, Plaintiff and Defendant, subject to Court approval, hereby **STIPULATE** and **AGREE** to the following:

1. Section 1.22(c) of the Agreement is amended in the manner set forth

in the attached Exhibit A.

Dated: 12/19/17

EDELSON PC
Attorneys for Plaintiff

By:  _____

Dated: _____

K&L GATES LLP
Attorneys for Defendant

By: _____
Its: _____

Approved: _____
The Honorable Brian R. Martinotti
United States District Judge

in the attached Exhibit A.

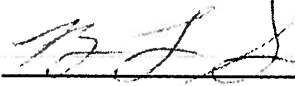
Dated: _____

EDELSON PC
Attorneys for Plaintiff

By: _____

Dated: 12/26/17

K&L GATES LLP
Attorneys for Defendant

By: 
Its: _____

Dated: 1/5/2018

Approved: 
The Honorable Brian R. Martinotti
United States District Judge

EXECUTION VERSION

AMENDMENT ONE TO CLASS ACTION SETTLEMENT AGREEMENT

Capitalized terms herein have the definitions provided in the Class Action Settlement Agreement entered into on September 25, 2017 (“Agreement”). Pursuant to Section 11.10 of the Agreement, the Parties hereby amend Section 1.22(c) of the Agreement as appears below:

1.22 **“Released Claims”** means all manner of actions, causes of action, claims, demands, rights, suits, obligations, debts, contracts, agreements, promises, liabilities, damages, charges, penalties, losses, costs, expenses, and attorneys’ fees, of any nature whatsoever, known or unknown, in law or equity, fixed or contingent, which the Releasing Parties (defined below) have or may have (including “Unknown Claims” as defined below), against any or all of the Released Parties (defined below) (a) arising from or in any way related to calls made by the Released Parties to Persons within the Settlement Class; (b) that the Released Parties violated the Telephone Consumer Protection Act, 47 U.S.C. § 227 (“TCPA”), the regulations promulgated under the TCPA, federal or state do-not-call laws or regulations, or other state law, or (c) alleged in any complaint filed in this case or any other case in which any Person within the Settlement Class has filed claims under the TCPA, the regulations promulgated under the TCPA, federal or state do-not-call laws or regulations, or other similar state law against any of the Released Parties based on the facts and/or circumstances alleged, or that could have been alleged, in the Action.

* * * * *

[SIGNATURE PAGE FOLLOWS]

EXECUTION VERSION

Dated: 12/19/2017

MICHAEL DOBKIN, individually and on behalf of Settlement Class Members.

By: Michael Dobkin

Dated: 12/19/17

EDELSON PC
Attorneys for Plaintiff

By: [Signature]

Dated: _____

NRG RESIDENTIAL SOLAR SOLUTIONS LLC

By: _____
Its: _____

Dated: _____

NRG ENERGY, INC.

By: _____
Its: _____

Dated: _____

K&L GATES LLP
Attorneys for NRG Residential Solar Solutions LLC and NRG Energy, Inc.

By: _____

EXECUTION VERSION

Dated: _____

MICHAEL DOBKIN, individually and on behalf of Settlement Class Members,

By: _____

Dated: _____

EDELSON PC
Attorneys for Plaintiff

By: _____

Dated: 12/20/2017

NRG RESIDENTIAL SOLAR SOLUTIONS LLC

By: [Signature]
Its: Secretary

Dated: 12/20/2017

NRG ENERGY, INC.

By: [Signature]
Its: ELP LLC

Dated: _____

K&L GATES LLP
Attorneys for NRG Residential Solar Solutions LLC and NRG Energy, Inc.

By: _____

EXECUTION VERSION

Dated: _____

MICHAEL DOBKIN, individually and on behalf of Settlement Class Members,

By: _____

Dated: _____

EDELSON PC
Attorneys for Plaintiff

By: _____

Dated: _____

NRG RESIDENTIAL SOLAR SOLUTIONS LLC

By: _____

Its: _____

Dated: _____

NRG ENERGY, INC.

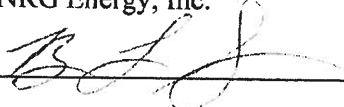
By: _____

Its: _____

Dated: 12/26/17

K&L GATES LLP

Attorneys for NRG Residential Solar Solutions LLC and NRG Energy, Inc.

By:  _____