

Exhibit E

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AARON HALL, KATHERINE GLOD, and
JEFFREY BINDER, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

TRIVEST PARTNERS L.P., TGIF POWER
HOME INVESTOR, LLC, TRIVEST
PARTNERS, INC., TRIVEST GROWTH
PARTNERS, INC., TRIVEST GROWTH
PARTNERS, L.P., TRIVEST GROWTH
PARTNERS GP, LLC, TRIVEST GROWTH
INVESTMENT FUND, L.P., TGIF POWER
HOME BLOCKER, INC., TRIVEST
INVESTMENT ADVISORS, LLC, and
WILLIAM JAYSON WALLER,

Defendants.

No.: 4:22-cv-12743-FKB-CI

Hon. F. Kay Behm
Hon. Curtis Ivy, Jr.

[PROPOSED] ORDER GRANTING FINAL APPROVAL

WHEREAS, on _____, 2025, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Class Action Settlement Agreement and Release between Plaintiffs

and Defendant Waller (the “Parties”)¹, and directing that Class Notice be given to the Settlement Class;

WHEREAS, pursuant to the notice requirements set forth in the Class Action Settlement Agreement and Release and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to object or opt-out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (i) whether the terms and conditions of the Class Action Settlement Agreement and Release are fair, reasonable, and adequate for the release of the claims contemplated by the Class Action Settlement Agreement and Release and (ii) whether the Final Approval Order and Judgment should be entered dismissing the Claims against Defendant Waller with prejudice; and

WHEREAS, Settlement Class Members were notified of their right to appear at the Final Approval Hearing held on [REDACTED], 2026, either in support of or in opposition to the proposed Settlement, and the award of attorney’s fees;

NOW, THEREFORE, the Court having heard the presentation of Settlement Class Counsel and counsel for Defendant Waller, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined

¹Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Class Action Settlement Agreement and Release.

that the Settlement is fair, reasonable, and adequate, having considered the application for attorney's fees made by Settlement Class Counsel, and having reviewed the materials in support thereof, and good cause appearing:

THIS COURT FINDS AND ORDERS AS FOLLOWS:

1. This Final Approval Order hereby incorporates by reference the definitions in the Class Action Settlement Agreement and Release and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Releasees set forth in the Parties' Class Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement"), the Court hereby finally certifies the Settlement Class, as defined in the Court's Preliminary Approval Order.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3).

4. The Court hereby finds, in the specific context of this Settlement, that:

- a. the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fed. R. Civ. P. 23(a)(1);

- b. common questions of law and fact exist with regard to the Settlement Class, Fed. R. Civ. P. 23(a)(2);
- c. Plaintiffs' claims in this Action are typical of those of Settlement Class Members, Fed. R. Civ. P. 23(a)(3); and
- d. Plaintiffs' interests do not conflict with, and are coextensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs and Settlement Class Counsel have adequately represented the interests of all Settlement Class Members, Fed. R. Civ. P. 23(a)(4).

5. The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fed. R. Civ. P. 23(b)(3).

6. This Court has personal jurisdiction over Plaintiffs, Defendant (in this Litigation only and for purposes of this Settlement), and all Settlement Class Members and subject matter jurisdiction over the Litigation to approve the Settlement Agreement and all exhibits attached thereto under 28 U.S.C. § 1332(d)(2).

7. The Court finds that the Class Notice, Settlement Website, and notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order:

- a. constituted the best practicable notice;
- b. constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Litigation, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Plaintiffs' Counsel's application for an award of attorneys' fees;
- c. provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and
- d. met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law.

8. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class. There are x objections and x requests for exclusion (*i.e.*, opt-outs) from the Settlement. All objections are hereby overruled.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement.

10. This Court finds that the Settlement meets all requirements of Rule 23(e) of the Federal Rules of Civil Procedure and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiffs.

11. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Plaintiffs' Counsel and Named Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other.

12. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all its terms and provisions.

13. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction over the Settlement, the Settlement Agreement, enforcement

of Court orders relating to the Settlement and the Settlement Agreement, and the administration and consummation of the Settlement.

14. In addition, without affecting the finality of this Final Approval Order, Plaintiffs, Defendant Waller, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Michigan for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Any disputes involving Plaintiffs, Defendant Waller, or Settlement Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

15. The Court hereby confirms the appointment of Nicholas A. Coulson and Julia Prescott as Settlement Class Counsel.

16. The Court hereby confirms the appointment of Plaintiffs Aaron Hall, Katherine Glod, and Jeffrey Binder as representatives of the Settlement class.

17. The Court hereby confirms the appointment of Kroll Settlement Administration, LLC as Settlement Administrator.

18. The Court hereby approves the Releasers' release of their Released Claims as set forth in the Settlement Agreement and this Final Approval Order as of the Effective Date.

19. As of the Effective Date as defined in the Settlement Agreement, the release set forth in the Settlement Agreement shall be binding upon Plaintiffs, the Settlement Class, and the Releasers as to Defendant Waller and all other Releasees.

20. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings against Defendant Waller involving Released Claims.

21. The Court permanently bars and enjoins the Releasers from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant Waller or any of the Releasees based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant Waller or any of the Releasees based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification

in a pending action) against Defendant Waller or any of the Releasees based on the Released Claims.

22. Neither the Settlement Agreement (nor its exhibits), whether or not it shall become final, nor any negotiations, documents exchanged among Plaintiffs' Counsel and Defendant in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Defendant Waller; (b) the truth of any of the claims or allegations alleged in the Litigation; (c) the incurrance of any damage, loss, or injury by any person; or (d) the propriety of certification of a class other than solely for purposes of the Settlement. Further, the Settlement negotiations, including any documents exchanged among Plaintiffs' Counsel and Defendant Waller and any discussions associated with them, may not be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in this Litigation or in any other action or proceeding of any nature, by any person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Litigation) in which the Settlement Agreement is asserted as a defense.

23. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and

all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settlement Class Members.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Settlement Class Counsel, Defendant Waller's Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

25. The Class Notice referenced in the Settlement Agreement and Exhibit B thereto is approved as fair, reasonable, and adequate.

26. Plaintiffs' Counsel's request for attorneys' fees in the amount of \$191,666.66 is granted.

IT IS SO ORDERED.

Dated: _____

The Honorable F. Kay Behm
United States District Court Judge

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
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AARON HALL, KATHERINE GLOD, and
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WILLIAM JAYSON WALLER,

Defendants.

No.: 4:22-cv-12743-FKB-CI

Hon. F. Kay Behm
Hon. Curtis Ivy, Jr.

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL

After conducting a final approval hearing on _____, 2026, the Court granted Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement with William Jayson Waller, and Plaintiffs' Unopposed Motion for Award of Attorneys' Fees. Judgment is hereby **ENTERED**.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Final Judgment hereby incorporates by reference the definitions in the Class Action Settlement Agreement and Release between Plaintiffs and Defendant Waller (the “Settlement Agreement”)¹, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that it has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2) to enter this Final Judgment and that it has personal jurisdiction over Plaintiffs, Defendant Waller (in this Action only and for purposes of this Settlement), and all Settlement Class Members.

3. Upon the Settlement Agreement becoming effective in accordance with its terms, all the following claims shall be released. Specifically, per Section 5 of the Settlement Agreement:

From and after Final Approval, each settlement class member, on behalf of themselves and their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries shall and hereby does forever and fully release and discharge the Releasees of and from any manner of civil or administrative actions, causes of actions, suits, obligations, claims, debts, demands, agreements, promises, liabilities, controversies, costs, expenses, and attorneys’ fees whatsoever, whether in law

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or in equity and whether based on any federal law, state law, or common law right of action or otherwise, which the settlement class members ever had, now have, or can have, regarding or relating to their purchase of a solar energy system from Power Home Solar, LLC which were or could have been brought in this Action (“Released Claims”). Nothing herein releases any claim arising out of the violation of breach of the settlement agreement. The release shall not bar or release any claims against (1) any lender involved in the financing of a Class Member’s solar system; (2) the manufacturer of any component of a Class Member’s solar system; or (3) any other Defendant in the Action, or any other entities related to the business collectively operated as Trivest. Any such claims are expressly reserved. The release shall also not bar or release any claims against the estate or trustee of Power Home Solar, LLC.

4. The Action and all Released Claims against Releasees are hereby dismissed with prejudice and without fees or costs, other than as specified in the Settlement Agreement, including those costs of Class Notice and administration; and Attorneys’ Fees Award.

5. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to Defendant Waller shall be final and entered forthwith.

SO ORDERED this _____ day of _____, _____.

HON. F. KAY BEHM
United States District Court Judge