

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

In re ECOTALITY, INC. SECURITIES) Master File No. 3:13-cv-03791-SC
LITIGATION)
)
) CLASS ACTION
)
_____) This Document Relates To:
) ALL ACTIONS.
)
_____)

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

If you purchased ECOTALITY, Inc. (“ECOTALITY” or the “Company”)¹ common stock during the period from April 16, 2013 to August 12, 2013 (the “Class Period”), and were damaged thereby, and are not otherwise excluded from the Class (see Question 6 below), you could get a payment from a class action settlement.

A federal court authorized this Notice. This is not a solicitation from a lawyer. Your legal rights may be affected whether you act or do not act. Read this Notice carefully.

Security and Time Period: Purchases of ECOTALITY common stock purchased between April 16, 2013 and August 12, 2013.

Settlement Fund: \$1,100,000 in cash plus any interest earned. Your recovery will depend on the timing of your purchases and sales of ECOTALITY common stock during the Class Period. Based on the information currently available to Lead Plaintiff and the analysis performed by his damages consultant, it is estimated that if Class Members submit claims for 100% of the shares eligible for distribution under the Plan of Allocation (described below), the estimated average distribution per share of common stock will be approximately \$0.08 before deduction of Court-approved fees and expenses, including the cost of notifying Members of the Class and settlement administration and any attorneys’ fees and expenses awarded by the Court to counsel for the Lead Plaintiff and any award to Lead Plaintiff for his representation of the Class. Historically, actual claims rates are less than 100%, which result in higher distributions per share. A Class Member’s actual recovery will be a proportion of the Net Settlement Fund determined by that claimant’s recognized claim as compared to the total recognized claims of all Class Members who submit valid Proof of Claim and Release forms (“Proof of Claim”).

Reasons for Settlement: Avoids the costs and risks associated with continued litigation, including the danger of no recovery.

Lead Plaintiff believes that the claims asserted in the Litigation have merit and that the facts developed to date support the claims asserted. Lead Plaintiff and his counsel believe that the Settlement provides the Class with a substantial benefit now in lieu of engaging in further litigation, especially considering the risk of no recovery at all in light of the Court’s September 16, 2014 order granting Defendants’ motion to dismiss the claims asserted by Lead Plaintiff on behalf of the Class.

Defendants have denied and continue to deny, *inter alia*, that Lead Plaintiff and the Class have suffered damages, that Defendants or any of them made or caused to be made any alleged material misrepresentation or omission, and that any Defendant acted with scienter in making or causing any alleged misrepresentation or omission. Nonetheless, Defendants have concluded that further conduct of the Litigation could be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the parties’ Stipulation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases like this Litigation.

Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by any of the Defendants of the merit or truth of any of the allegations or wrongdoing of any kind on the part of any of the Defendants.

If the Case Had Not Settled: Continuing with the case could have resulted in Lead Plaintiff’s claims being dismissed on Defendants’ motion to dismiss, at summary judgment, trial or on appeal. The two sides vigorously disagree on both liability and the amount of money that could have been won if Lead Plaintiff prevailed at trial. The parties disagree, among other issues, about: (1) whether any Defendant made a false statement; (2) whether any Defendant knew any alleged false statement was false when made; (3) the method for determining whether the price of

¹ This Notice incorporates by reference the definitions in the Stipulation of Settlement dated as of December 22, 2014 (“Stipulation”), and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation. The Stipulation can be obtained at www.ecotalitysecuritieslitigation.com.

ECOtality common stock was artificially inflated during the relevant period; (4) whether there was any such inflation and the amount of any such alleged inflation; (5) whether there was any wrongdoing on the part of any Defendants; (6) the extent that various facts alleged by Lead Plaintiff influenced the trading price of ECOtality common stock during the Class Period; and (7) whether any allegedly false or misleading statement or omission was material under the federal securities laws.

Attorneys' Fees and Expenses: Court-appointed Lead Counsel will ask the Court for attorneys' fees of up to 25% of the Settlement Fund and expenses not to exceed \$50,000.00 to be paid from the Settlement Fund plus interest. Lead Plaintiff may also apply for his time and expenses in representing the Class. Lead Counsel has not received any payment for its work investigating the facts, prosecuting this Litigation, and negotiating this settlement on behalf of the Lead Plaintiff and the Class. If the above amounts are requested and approved by the Court, the average cost per share of common stock will be approximately \$0.02.²

More Information: www.ecotalitysecuritieslitigation.com or

Claims Administrator:

ECOtality Securities Litigation

Claims Administrator

c/o Gilardi & Co. LLC

P.O. Box 990

Corte Madera, CA 94976-0990

1-877-217-5880

Representative of Lead Counsel:

Rick Nelson

Shareholder Relations

Robbins Geller Rudman & Dowd LLP

655 West Broadway, Suite 1900

San Diego, CA 92101

1-800-449-4900

- Your legal rights are affected whether you act or do not act. Read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

SUBMIT A CLAIM FORM

The only way to get a payment. Claim forms must be mailed or submitted online on or before June 18, 2015.

EXCLUDE YOURSELF

Get no payment. Unless you exclude yourself from the Class, you will be unable to pursue any claims against the Defendants or any other Released Person related to the wrongdoing alleged in this lawsuit. Exclusions must be postmarked on or before May 19, 2015.

OBJECT

You may write to the Court if you have any objection to the settlement, the request for attorneys' fees and expenses, the requested award to Lead Plaintiff for his time and expenses in representing the Class, or the Plan of Allocation. Objections must be filed by May 19, 2015.

GO TO THE SETTLEMENT HEARING

You may ask to speak in Court about the fairness of the settlement. Requests to speak must be filed with the Court on or before May 19, 2015. The Court hearing on the settlement, Plan of Allocation and Lead Counsel's request for an award of attorneys' fees and expenses is scheduled for August 14, 2015, at 10:00 a.m.³

DO NOTHING

Get no payment. Give up your rights.

- These rights and options — ***and the deadlines to exercise them*** — are explained in this Notice.
- The Court in charge of this case must decide whether to approve the settlement. Payments will be made if the Court approves the settlement and, if there are any appeals, after appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this notice package?

You or someone in your family may have purchased ECOtality common stock between April 16, 2013 and August 12, 2013.

The Court directed that you be sent this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it and after any objections or appeals (if there are any) are resolved, the Claims Administrator appointed by the Court will make the payments that the settlement allows.

² The estimated costs of notice and settlement administration is \$95,000.00. If the attorneys' fees and expenses are approved by the Court and the notice and settlement administration costs are \$95,000.00, the average cost per share would be approximately \$0.03.

³ The date and/or time of the Court hearing on the fairness of the settlement may change without further notice to the Class. If you plan on attending the Court hearing, please check the website, www.ecotalitysecuritieslitigation.com or call Rick Nelson, Shareholder Relations representative of Lead Counsel at 1-800-449-4900 to confirm that the date and/or time has not changed.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the case is the United States District Court for the Northern District of California (the “Court”), and the case is known as *In re ECotality, Inc. Securities Litigation*, Master File No. 3:13-cv-03791-SC. The person that leads the Litigation, Joseph W. Vale, is called the Lead Plaintiff and the individuals he sued are called Defendants.⁴

2. What is this lawsuit about?

On August 15, 2013, Hua-Chen Jenny Lin and Jonathan W. Diamond filed a complaint for violations of the federal securities laws against ECotality, H. Ravi Brar and Susie Herrmann (the “*Lin*” action). On August 19, 2013 and October 3, 2013, Eric M. Cohen (the “*Cohen*” action) and Francis X. Fleming, Jr. (the “*Fleming*” action), respectively filed substantially similar securities class actions in the Court. On October 15, 2013, six competing movants, including Joseph W. Vale (“Vale”), filed motions to consolidate the *Lin*, *Cohen*, and *Fleming* actions for all purposes. On December 13, 2013, the Court consolidated the *Lin*, *Cohen*, and *Fleming* actions for all purposes, appointed Vale as Lead Plaintiff, and appointed Robbins Geller Rudman & Dowd LLP as Lead Counsel. On January 31, 2014, Lead Plaintiff filed the Consolidated Amended Complaint for Violations of the Federal Securities Laws (the “Complaint”) against Defendants.

The Complaint alleged that, before filing for bankruptcy, ECotality designed, manufactured, tested and sold electric vehicle (“EV”) charging and energy storage systems known as Blink chargers and derived most of its revenues from the Department of Energy (“DOE”) for its participation in the DOE’s Vehicle Technologies Program. In 2009, ECotality was awarded a grant of \$100.2 million to, among other things, deploy Blink chargers and analyze EV charger usage data (“EV Project”). The Complaint claimed that the EV Project was modified in 2012 such that ECotality was scheduled to deploy 13,200 EV chargers by September 2013 and to complete data collection and analysis by December 31, 2013.

Lead Plaintiff alleged in the Complaint that Defendants made materially false and misleading statements about the Company by purportedly falsely representing ECotality would successfully complete the EV Project and meet the installation and data collection milestones when, in fact, the DOE allegedly had concluded ECotality would not. Lead Plaintiff also alleged that Defendants purportedly falsely represented the Company would begin deliveries of the Minit-Charger 12, an industrial EV charger, by 3Q13 when they allegedly knew of numerous problems with the development of the Minit-Charger 12 that would prevent any sales in 2013, and that Defendants purportedly falsely represented ECotality was successfully transitioning the Company to selling its products and services without government subsidies when they allegedly knew unsubsidized sales were substantially less than necessary to support ECotality’s operations.

On May 2, 2014, Defendants filed a motion to dismiss the Complaint. On June 16, 2014, Lead Plaintiff filed an opposition, and on July 21, 2014, Defendants filed their reply. On September 16, 2014, after vacating the August 22, 2014 hearing date, the Court issued an order granting Defendants’ motion to dismiss. Specifically, the Court dismissed with prejudice Lead Plaintiff’s claims (1) under Sections 11 and 15 of the Securities Act of 1933, (2) based on Defendants’ predictions about the release date of the Minit-Charger 12, and (3) based on Defendants’ statements about ECotality’s transition away from the EV Project. The Court dismissed with leave to amend Lead Plaintiff’s claims based on Defendants’ statements about ECotality’s progress under the EV Project.

Defendants deny all of Lead Plaintiff’s allegations and further deny that they did anything wrong. Defendants also deny that Lead Plaintiff or the Class suffered damages or that the price of ECotality common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise. Further, Defendants deny that any false statements were made, that any Defendant acted with scienter, and that Lead Plaintiff pled any actionable purported misstatement or omission.

3. Why is this a class action?

In a class action, one or more people called class representatives (in this case, the Lead Plaintiff Joseph W. Vale) sue on behalf of people who have similar claims. All of these people and/or entities are called a class or class members. One judge – in this case, United States Senior District Court Judge Samuel Conti – resolves the issues for all class members, except for those who exclude themselves from the class.

⁴ The Defendants in this Litigation are H. Ravi Brar, Susie Herrmann, Enrique Santacana, Kevin Cameron and Andrew Tang. ECotality was not named as a defendant because of its bankruptcy filing. Messrs. Santacana, Cameron and Tang were dismissed from the Litigation with prejudice.

4. Why is there a settlement?

The Court did not decide in favor of the Lead Plaintiff or Defendants. Instead, the lawyers for both sides of the lawsuit have negotiated a settlement that they believe is in the best interests of their respective clients. The settlement allows both sides to avoid the risks and cost of lengthy and uncertain litigation and the uncertainty of a trial and appeals, and permits Class Members to be compensated without further delay. The Lead Plaintiff and his attorneys think the settlement is best for all Class Members. The Defendants have concluded that further defense of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. Defendants have also taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as this Litigation.

WHO GETS MONEY FROM THE SETTLEMENT

To see if you will get money from this settlement, you first have to determine if you are a Class Member.

5. How do I know if I am part of the settlement?

The Class includes *all persons who purchased ECotality common stock between April 16, 2013 and August 12, 2013, and were damaged thereby.*

6. Are there exceptions to being included in the Class?

Yes. Excluded from the Class are (a) all Defendants and their immediate families, (b) ECotality's former and current officers and directors and their immediate families, and (c) any entity in which these excluded persons have a controlling interest. Also excluded from the Class are those Persons who timely and validly request exclusion from the Class.

7. I'm still not sure if I am included.

If you still are not sure whether you are included, you can ask for free help. You can call 1-877-217-5880 or visit www.ecotalitysecuritieslitigation.com for more information; or, you can call Rick Nelson at 1-800-449-4900 for more information.

THE SETTLEMENT BENEFITS – WHAT YOU GET

8. What does the settlement provide?

The Defendants have agreed to cause to be paid \$1,100,000 in cash (the "Settlement Fund"). The Settlement Fund, plus interest earned from the date it is established, less costs, fees, and expenses (the "Net Settlement Fund"), will be divided among all eligible Class Members who send in valid Proofs of Claim ("Authorized Claimants"). Costs, fees, and expenses include Court-approved attorneys' fees and expenses, the time and expenses of Lead Plaintiff approved by the Court, the costs of notifying Class Members, including the costs of printing and mailing this Notice and the cost of publishing newspaper notice, the costs of claims administration, and taxes on the Settlement Fund.

9. How much will my payment be?

Your share of the Net Settlement Fund will depend on the number of valid Proofs of Claim that Class Members send in and how many shares of ECotality common stock you purchased during the relevant period and when you bought and sold them.

For purposes of determining the amount an Authorized Claimant may recover under the Plan of Allocation, Lead Plaintiff's counsel conferred with their damages consultant and the Plan of Allocation reflects an assessment of damages that they believe could have been recovered had Lead Plaintiff prevailed at trial.

In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant will receive an amount equal to the Authorized Claimant's claim, as defined below. If, however, the amount in the Net Settlement Fund is not sufficient to permit payment of the total claim of each Authorized Claimant, then each Authorized Claimant shall be paid the percentage of the Net Settlement Fund that each Authorized Claimant's claim bears to the total of the claims of all Authorized Claimants. Payment in this manner shall be deemed conclusive against all Authorized Claimants.

The calculation of claims below is not an estimate of the amount you will receive. It is a formula for allocating the Net Settlement Fund among all Authorized Claimants.⁵

Class Period: April 16, 2013 – August 12, 2013

The allocation is based on the August 12, 2013 price decline of \$1.16.

⁵ If any of the formulas set forth below yield an amount less than \$0.00 the claim per share is \$0.00.

1. For shares of ECOTality common stock ***purchased on or between April 16, 2013 through August 11, 2013***, the claim per share shall be as follows:

a) If sold prior to August 12, 2013, the claim per share is \$0.00.

b) If retained, or sold, on or after August 12, 2013, the claim per share shall be the lesser of: (i) \$1.16 (August 12, 2013 price decline), or (ii) the difference between the purchase price per share and \$0.31 per share (August 12, 2013 closing price), or (iii) the difference between the purchase price per share and the sales price per share.

2. For shares of ECOTality common stock ***purchased on August 12, 2013***, the claim per share shall be \$0.00.⁶

For Class Members who held ECOTality common stock at the beginning of the Class Period or made multiple purchases or sales during the Class Period, the first-in, first-out (“FIFO”) method will be applied to such holdings, purchases, and sales for purposes of calculating a claim. Under the FIFO method, sales of ECOTality common stock during the Class Period will be matched in chronological order, first against common stock held at the beginning of the Class Period. The remaining sales of ECOTality common stock during the Class Period will then be matched, in chronological order, against ECOTality common stock purchased during the Class Period.

An Authorized Claimant will be eligible to receive a distribution from the Net Settlement Fund only if a Class Member had a net loss, after all profits from transactions in ECOTality common stock during the Class Period are subtracted from all losses. However, the proceeds from sales of ECOTality common stock which have been matched against ECOTality common stock held at the beginning of the Class Period will not be used in the calculation of such net loss.

The Court has reserved jurisdiction to allow, disallow or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiff, any counsel for Lead Plaintiff, any claims administrator or other Person designated by Lead Plaintiff’s counsel, Defendants, the Related Parties, the Released Persons, or counsel for Defendants based on distributions made substantially in accordance with the Stipulation and the settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

10. How will I get a payment?

To qualify for a payment, you must send in a Proof of Claim. A Proof of Claim is enclosed with this Notice or it can be downloaded at www.ecotalitysecuritieslitigation.com. Read the instructions carefully, fill out the form, include all the documents the form asks for, sign it, and mail it in the enclosed envelope or submit it online no later than June 18, 2015. The claim form may be submitted online at www.ecotalitysecuritieslitigation.com.

11. When would I get my payment?

The Court will hold a hearing on August 14, 2015, at 10:00 a.m., to decide whether to approve the settlement.⁷ If Judge Conti approves the settlement, there may be appeals. It is always uncertain whether these appeals can be resolved favorably, and resolving them can take time, perhaps more than a year. It also takes time for all the claim forms to be processed. If there are no appeals and depending on the number of claims submitted, the Claims Administrator could distribute the Net Settlement Fund as early as nine months after the fairness hearing. Please be patient.

12. What am I giving up to get a payment or stay in the Class?

Unless you exclude yourself, you are staying in the Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against the Defendants about the same issues in this case or about issues that could have been asserted in this case. It also means that all of the Court’s orders will apply to you and legally bind you and you will release your Released Claims in this case against Defendants and their Related Parties. “Released Claims” means any

⁶ Please note that although the Class Period includes August 12, 2013, shares of ECOTality common stock that were purchased on August 12, 2013 are not eligible for a recovery under the Plan of Allocation because the disclosure made on August 12, 2013 that Lead Plaintiff alleges corrected earlier alleged misrepresentations and omissions was made before the opening of trading that day.

⁷ The date and/or time of the Court hearing on the fairness of the settlement may change without further notice to the Class. If you plan on attending the Court hearing, please check the website, www.ecotalitysecuritieslitigation.com or call Rick Nelson, Shareholder Relations representative of Lead Counsel at 1-800-449-4900 to confirm that the date and/or time has not changed.

and all claims, debts, demands, disputes, rights, causes of action, suits, matters, damages, or liabilities of any kind, nature, and character whatsoever (including, but not limited to, any claims for damages, interest, attorneys' fees, expert or consulting fees, and any and all other costs, expenses or liabilities whatsoever), whether under federal, state, local, statutory, common law, foreign law, or any other law, rule or regulation, whether fixed or contingent, accrued or unaccrued, liquidated or unliquidated, at law or in equity, matured or unmatured, including Unknown Claims (as defined in the Stipulation), whether or not concealed or hidden (including, but not limited to, claims for securities fraud, negligence, gross negligence, professional negligence, breach of any duty of care and/or breach of duty of loyalty, fraud, breach of fiduciary duty, aiding and abetting a breach of fiduciary duty, breach of contract, unjust enrichment, corporate waste, or violations of any statutes, rules, duties or regulations) that have been or could have been or in the future could be asserted in any forum, whether foreign or domestic, by Lead Plaintiff or any Class Member, or any Person claiming through or on behalf of them, against any of the Released Persons that concern, arise out of, are based on or relate in any way, directly or indirectly, to the allegations, acts, transactions, facts, events, representations, or omissions involved or alleged in the Litigation, or which could have been alleged. "Released Claims" further includes any and all claims arising out of, based upon or related to the Settlement or resolution of the Litigation, except for any alleged breaches of the Stipulation.

"Related Parties" means ECOtality's and each Defendant's past or present directors, officers, employees, partners, members, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, advisors, accountants, auditors, representatives, predecessors, successors, direct or indirect parents, direct or indirect subsidiaries, affiliates, divisions, joint ventures, agents, assigns, spouses, heirs, executors, estates, bankruptcy estates, administrators, related or affiliated entities, any entity in which ECOtality or a Defendant has a controlling interest, any members of any Defendant's immediate family, or any trust of which any Defendant is the settlor or which is for the benefit of any Defendant or his or her family.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want a payment from this settlement, but you want to keep the right to sue or continue to sue the Defendants on your own about the same issues in this case, then you must take steps to get out of the Class. This is called excluding yourself or is sometimes referred to as opting out of the Class.

13. How do I get out of the Class?

To exclude yourself from the Class, you must send a letter by mail stating that you want to be excluded from *In re ECOtality, Inc. Securities Litigation*, Master File No. 3:13-cv-03791-SC. You must include your name, address, telephone number and your signature. You must mail your exclusion request postmarked no later than May 19, 2015 to:

ECOtality Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you are not eligible to get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

14. If I do not exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants or any Released Person for the claims that this settlement resolves. Remember, the exclusion deadline is May 19, 2015.

15. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, do not send in a Proof of Claim to ask for any money. Once you exclude yourself, you will receive no cash payment even if you also submit a Proof of Claim.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

The Court appointed the law firm of Robbins Geller Rudman & Dowd LLP to represent you and other Class Members. These lawyers are called Lead Counsel. These lawyers will apply to the Court for payment from the Settlement Fund; you will not otherwise be charged for their work. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

At the fairness hearing, Lead Counsel will request the Court to award attorneys' fees of up to 25% of the Settlement Fund and expenses up to \$50,000.00, in connection with the Litigation. Lead Plaintiff will also request approximately \$2,000.00 for his time and expenses in representing the Class. If awarded, the cost would be approximately \$0.02 per share. This compensation will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses. To date, Lead Counsel has not received any payment for its services in conducting this Litigation on behalf of the Lead Plaintiff and the Class, nor has counsel been paid for its expenses. The fee requested will compensate Lead Counsel for its work in achieving the Settlement Fund and is well within the range of fees awarded to class counsel under similar circumstances in other cases of this type. The Court may award less than this amount.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the settlement, the Plan of Allocation, Lead Counsel's request for an award of attorneys' fees and expenses, or Lead Plaintiff's expenses.

18. How do I tell the Court that I do not like the settlement?

If you are a Class Member (and you have not excluded yourself), you can object to the settlement, the request for attorneys' fees and expenses, the requested award to Lead Plaintiff for his time and expenses in representing the Class, or the Plan of Allocation if you do not like any part of it. The Court can only approve or deny the settlement. You cannot ask the Court to order a larger settlement. If the Court denies the settlement, no settlement payments will be sent out and the lawsuit will continue. You can give reasons why you think the Court should not approve the settlement, the request for attorneys' fees and expenses, the requested award to Lead Plaintiff, or the Plan of Allocation. The Court will consider your views. To object, you must file an objection saying that you object to the proposed settlement in *In re ECOtality, Inc. Securities Litigation*, Master File No. 3:13-cv-03791-SC. Be sure to include your name, address, telephone number, your signature, the number of shares of ECOtality common stock purchased between April 16, 2013 and August 12, 2013, and the reasons you object to the settlement, the requested attorneys' fees and expenses, the requested award to Lead Plaintiff, and/or the Plan of Allocation. Any such objection must be submitted to the Court below by filing or mailing them to the Class Action Clerk at the address below or by filing them in person at any location of the United States District Court for the Northern District of California, such that they are filed on or before May 19, 2015.

United States District Court
Class Action Clerk
Northern District of California
450 Golden Gate Avenue
San Francisco, CA 94102

19. What is the difference between objecting and excluding myself from the settlement?

Objecting is telling the Court that you do not like something about the proposed settlement. You can object *only* if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer applies to you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the proposed settlement. You may attend, but you do not have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a hearing at 10:00 a.m., on August 14, 2015, at the United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 1, San Francisco, CA 94102. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court will also decide whether to approve the payment of attorneys' fees and expenses to Lead Counsel, whether to approve the expenses of Lead Plaintiff, and whether to approve the Plan of Allocation. We do not know how long the hearing will take or whether the Court will make its decision on the day of the hearing or sometime later.

21. Do I have to come to the hearing?

No. Lead Counsel will answer questions Judge Conti may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the hearing. To do so, you must send a letter saying that it is your intention to appear in *In re ECotality, Inc. Securities Litigation*, Master File No. 3:13-cv-03791-SC. Be sure to include your name, address, telephone number, your signature, and the number of shares of ECotality common stock purchased between April 16, 2013 and August 12, 2013. Your notice of intention to appear must be filed with the Class Action Clerk, at the address listed in Question 18 or filed at any location of the United States District Court for the Northern District of California on or before May 19, 2015. You cannot speak at the hearing if you exclude yourself from the Class.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you will get no money from this settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants or the Released Persons about the same issues in this case.

GETTING MORE INFORMATION

24. Are there more details about the settlement?

This Notice summarizes the proposed settlement. For the complete terms and conditions of the settlement, please see the Stipulation available at www.ecotalitysecuritieslitigation.com. You can also call 1-800-449-4900 or write to a representative of Lead Counsel, Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101 for more information about the settlement or the Litigation. You can also access the Court docket in this case through the Court's Public Access to Electronic Records (PACER) System at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays. **PLEASE DO NOT CALL THE COURT OR THE CLERK OF THE COURT FOR ADDITIONAL INFORMATION ABOUT THE SETTLEMENT OR THE CLAIMS PROCESS.**

25. Special notice to banks, brokers, and other nominees

If you held any ECotality common stock purchased between April 16, 2013 and August 12, 2013, as a nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

ECotality Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 990
Corte Madera, CA 94976-0990

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

DATED: March 6, 2015

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA