

SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement”) is made by and between Plaintiffs (defined in Paragraph 1.38), on behalf of themselves and others similarly situated (collectively, the “Class”), on the one hand, and Generac Holdings Inc. (“Holdings”), a Delaware corporation, and Generac Power Systems, Inc. (“Generac”), a Wisconsin corporation (collectively, “Defendants” and with Plaintiffs, the “Parties”), on the other hand. The Parties intend this Agreement to fully, finally, and forever resolve, discharge, and settle the Released Claims (as the term is defined below), subject to the terms and conditions of this Agreement, and subject to final approval of the Court.

WHEREAS, on October 28, 2022, Plaintiff Haak brought a putative class action against Generac in the Middle District of Florida, captioned *Haak v. Generac Power Systems, Inc.*, Case No. 8:22-cv-2470, alleging violations of certain federal and state laws in connection with rapid shutdown devices, called SnapRS devices, designed and sold by Generac;

WHEREAS, additional putative class actions alleging claims related to SnapRS devices were filed in the Northern District of California (*Moon v. Generac Power Systems, Inc.*, No. 3:22-cv-09183), Eastern District of California (*Locatell v. Generac Power Systems, Inc.*, No. 2:23-cv-00203), and Eastern District of Wisconsin (*Basler v. Generac Power Systems, Inc.*, No. 2:22-cv-01386; *Dillon v. Generac Power Systems, Inc.*, No. 2:23-cv-00034);

WHEREAS, on March 3, 2023, Plaintiff Moon filed a motion to transfer with the Judicial Panel on Multidistrict Litigation (“JPML” or “Panel”), requesting the five cases be centralized into a multidistrict litigation;

WHEREAS, following a hearing before the Panel on May 25, 2023, the JPML issued an order on June 2, 2023 assigning the five cases to Judge Lynn Adelman in the Eastern District of Wisconsin for coordinated or consolidated proceedings, and ordered that the actions then pending outside that district be transferred;

WHEREAS, the multidistrict litigation was docketed in the Eastern District of Wisconsin as Case No. 23-md-3078 (“the Action”);

WHEREAS on June 14, 2023, the JPML transferred two additional actions, *Huften v. Generac Holdings, Inc.* (N.D. Cal., No. 23-02462) and *Baltimore v. Generac Power Systems, Inc.* (E.D.N.C., No. 23-00217) to the Action;

WHEREAS, on June 30, 2023, a putative class action was filed in the U.S. District Court for the Eastern District of Wisconsin entitled *Zukas v. Generac Power Systems, Inc.* (No. 2:23-cv-00874-LA) and was included in the Action;

WHEREAS, on July 5, 2023, a putative class action was filed in the U.S. District Court for the Eastern District of Wisconsin entitled *Kates v. Generac Power Systems, Inc.* (No. 2:12-cv-00892-LA) and was included in the Action;

WHEREAS on July 19, 2023, the Court in the Action entered an order appointing Plaintiffs' Co-Lead Counsel, Plaintiffs' Liaison Counsel, and a Plaintiffs' Steering Committee (Dkt. 12);

WHEREAS on September 1, 2023, Plaintiffs filed a "Consolidated Class Action Complaint" (Dkt. 18) (the "Consolidated Complaint"), and the Consolidated Complaint is the current operative complaint in the Action;

WHEREAS, the Parties litigated a motion to dismiss, which was granted in part and denied in part on May 24, 2024 (Dkts. 37, 38);

WHEREAS, the Parties litigated a motion for sanctions for spoliation of evidence, which was denied on December 2, 2024 (Dkt. 58);

WHEREAS, Plaintiffs Gary Hufton and Aramie McDonald and Defendants stipulated to a dismissal without prejudice on December 16, 2024 (Dkt. 59);

WHEREAS, the Parties entered into a Stipulation for Order re Joint Protocol for Preservation of SnapRS Components on January 31, 2025 (Dkt. 62) and the Court entered an Order regarding the Parties' Joint Protocol for Preservation of SnapRS Components on February 3, 2025 (Dkt. 63);

WHEREAS, over the course of more than two years, the Parties engaged in extensive investigation; and the Parties engaged in written discovery, document productions and review, meet and confer discussions, multi-state site inspections, an evidentiary inspection of Generac's SnapRS storage facility in Maine, and depositions, including of Generac company designees pursuant to Rule 30(b)(6) and a Named Plaintiff;

WHEREAS, the Parties participated in a full-day mediation before Mr. Robert Meyer (JAMS) on August 14, 2025. At the conclusion of mediation, the Parties reached an agreement with regard to all substantial settlement terms;

WHEREAS, Generac operates a "Snap Replacement Program" that replaces SnapRS 801 and 801A devices with SnapRS 802 devices;

WHEREAS, Plaintiffs have conducted meaningful investigation and discovery, and have analyzed and evaluated the merits of the claims made to date against Defendants in the Action, and the impact of this Agreement on Plaintiffs and the Class, and based upon that analysis and the evaluation of a number of factors, and recognizing the substantial risks of continued litigation, including the possibility that the Action, if not settled now, might not result in any recovery whatsoever for the Class, or might result in a recovery that is less favorable to the Class, and that any such recovery would not occur for several years, Plaintiffs are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement is in the best interest of the Class;

WHEREAS, Defendants have denied and continue to deny each allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or that could have been asserted in the Action;

WHEREAS, while Plaintiffs believe these claims possess substantial merit and while Defendants vigorously dispute such claims, without in any way agreeing as to any fault or liability, the Parties have agreed to enter into this Agreement as an appropriate compromise of the Class claims to put to rest all controversy and to avoid the uncertainty, risk, and expense of burdensome, protracted, and costly litigation that would be involved in prosecuting and defending the Action; and

NOW, THEREFORE, it is hereby agreed by the Parties that, in consideration for the undertakings, promises, releases, and payments set forth in this Agreement and upon the entry by the Court of a Final Order and Judgment approving and directing the implementation of the terms and conditions of this Agreement, the Action shall be settled, compromised, and dismissed with prejudice, without costs to Plaintiffs, the Settlement Class Members, or Defendants except as provided herein, upon the terms and conditions set forth below.

1. DEFINITIONS

Whenever the following capitalized terms are used in this Agreement and in the attached exhibits (in addition to any definitions elsewhere in this Agreement), they shall have the following meanings:

1.1 “Action” means the case entitled *In re: Generac Solar Power Systems Marketing Sales Practices and Products Liability Litigation*, MDL No. 3078, Case No. 23-md-3078, pending in the United States District Court for the Eastern District of Wisconsin.

1.2 “Agreement” means this Settlement Agreement and Release, including all exhibits.

1.3 “Cash Recovery Fund” means \$2,000,000 carved out of the Settlement Fund to pay claims related to Out of Pocket Expense Claims, Loss of Power Generation Claims, and Miscellaneous Cost Claims. Any surplusage not allocated to Claimants will be poured over into the System Claim Fund.

1.4 “Claim” means a Settlement Class Member’s Claim Form submission that may, if valid, entitle the Settlement Class Member to a Settlement Payment.

1.5 “Claimant” means a Settlement Class Member who has submitted a Claim that the Settlement Administrator has determined is valid and timely in accordance with the claims process described in Section.

1.6 “Claim Form” means, in a form mutually agreeable to the Parties, the document Settlement Class Members submit to make a Claim pursuant to this Agreement, substantially in the form attached hereto as Exhibit 1. The Claim Form will be available online at the Settlement Website, and the contents of the Claim Form will be approved by the Court.

1.7 “Claims Deadline” means the date by which a Settlement Class Member must submit a Claim. The Claims Deadline shall be no more than one hundred twenty-four (124) days following entry of the Preliminary Approval Order.

1.8 “Class Counsel” means Ian J. Barlow of the law firm Kershaw Talley Barlow PC; Mark P. Chalos of the law firm Lief Cabraser Heimann & Bernstein, LLP; Scott C. Harris of the law firm Bryson, Harris, Suciu, Demay PLLC; James J. Rosemergy of the law firm Carey Danis & Lowe; and Harper T. Segui of the law firm Lee Segui PLLC.¹

1.9 “Consolidated Complaint” means the operative complaint in the Action, filed on September 1, 2023 (Dkt. 18).

1.10 “Court” means the United States District Court for the Eastern District of Wisconsin, the Hon. Lynn Adelman presiding, or any judge who succeeds him as the judge in this Action.

1.11 “*Cy Pres* Payment” means the amount, if any, to be paid to the Residual *Cy Pres* Recipient after all distributions to Claimants.

1.12 “Day” or “days” refers to calendar days.

1.13 “Defendants” means Generac Holdings Inc. and Generac Power Systems, Inc.

1.14 “Defendants’ Counsel” means the law firm of Mayer Brown LLP.

1.15 “Effective Date” means the first day after a Final Order and Judgment is entered in the Action granting approval to the terms of this Agreement without material modification (unless any such modification is accepted by all Parties to this Agreement, pursuant to Paragraph 15.2) *and* the either of the following events also has occurred (i) the date upon which the time to appeal the Final Order and Judgment expires with no appeal having been filed; (ii) the date upon which any such appeal of the Final Order and Judgment is successfully resolved such that, in either case, the Final Order and Judgment approving this Agreement is no longer subject to any challenge on direct appeal.

1.16 “Electronic or Other Payment” means payment via an electronic payment option or a nonelectronic payment option to be selected by Claimants on the Claim Form.

1.17 “Excluded Class Member” means any person or entity meeting the Settlement Class definition who has timely exercised his, her or its right to be excluded from the Settlement Class.

¹ Scott C. Harris and Harper T. Segui were formerly with the law firm of Milberg Coleman Bryson Phillips Grossman, LLC.

1.18 “Exclusion List” means the list of all persons and entities who have timely and validly excluded themselves from the settlement.

1.19 “Execution Date” means the earliest date by which Plaintiffs’ Counsel and Defendants have signed this Agreement.

1.20 “Extraordinary Damage Fund” means \$500,000 carved out of the Settlement Fund to provide additional compensation for Claimants who submit valid Claims but whose Settlement Awards would exceed the Maximum Individual Award, or for whom the traditional valuation methodology is otherwise deemed insufficient to adequately compensate them for their loss (for example, the Extraordinary Damage Fund may be used to fully compensate Plaintiffs who were unable to address system issues during the pendency of the litigation to avoid evidence spoliation at the direction of counsel). Any surplusage not allocated to Claimants will be poured over into the System Claim Fund.

1.21 “Fee Award” means any attorneys’ fees, reimbursement of expenses, and other costs awarded by the Court to Class Counsel from the Settlement Fund.

1.22 “Final Approval Hearing” means the hearing before the Court where (i) the Parties request that the Court approve this Agreement as fair, reasonable, and adequate; (ii) the Parties request that the Court enter its Final Order and Judgment in accordance with this Agreement; and (iii) Class Counsel request approval of their petition for reasonable attorneys’ fees and expenses, as well as any requested service award to the Plaintiffs. The Final Approval Hearing must occur at least 30 days after the Objection and Exclusion Deadline, or on such date as set by the Court.

1.23 “Final Order and Judgment” means the final judgment and order to be entered by the Court following the Final Approval Hearing approving the Settlement set forth in this Settlement Agreement under Rule 23(e) of the Federal Rules of Civil Procedure and dismissing the Action with prejudice and without costs (except as specified in this Agreement), without modifying any terms of this Agreement that either Party deems material.

1.24 “Loss of Power Generation Claim” refers to an award reimbursing Claimants for extended periods of lost energy generation related to the Snap problem.

1.25 “Maximum Individual Award” is \$20,000, the maximum a qualifying Claimant will recover per qualifying system under the settlement for System Claims, Out of Pocket Expense Claims, Loss of Power Generation Claims, and Miscellaneous Cost Claims, excluding additional compensation provided by the Extraordinary Damage Fund.

1.26 “Miscellaneous Cost Claim” refers to an award for out of pocket expenses determined by the Settlement Administrator to be related to the Released Claims not characterized as repairs, removal, or lost power generation. Examples of such expenses include recertification, re-licensing, or re-permitting of the system required by law on account of extended downtime.

1.27 “Net Settlement Fund” means the Settlement Fund net of any Notice and Administrative Costs, Service Awards, and Fee Award.

1.28 “Notice” or “Settlement Notice” means the notice of this proposed Settlement and of the Final Approval Hearing to be posted on the Settlement Website and/or mailed/mailed to Class Members, substantially in the form attached hereto as Exhibits 2 and 3.

1.29 “Notice Plan” means the content of the notice of this proposed Settlement Agreement and the Final Approval Hearing, and the program by which that notice will be disseminated to Settlement Class Members. The Notice Plan shall be mutually agreed upon by the Parties.

1.30 “Notice and Administrative Costs” means all costs and expenses incurred in the dissemination of class notice; the establishment of the Settlement Website; the administrative processing, handling, review, and payment of Claims; and all other expenses reasonably necessary for effective Notice and administration of the Settlement pursuant to the Preliminary Approval order.

1.31 “Objection” means the written notice that a Settlement Class Member may submit to the Court in order to object to the Settlement.

1.32 “Objection and Exclusion Deadline” means the date by which a Settlement Class Member must submit an Objection to this Agreement or submit a Request for Exclusion to the Settlement Administrator. The Objection and Exclusion Deadline shall be no more than eighty-nine (89) days following entry of the Preliminary Approval Order.

1.33 “Out of Pocket Expense Claim” refers to an award reimbursing Claimants for actual or projected hard expenses related to the Snap problem.

1.34 “Owner” means any natural person or entity that holds contractual ownership rights to a PWRcell System. An Owner may, but need not, be the Primary User.

1.35 “Participating Class Member” means Settlement Class Members who have not opted out of this Settlement Agreement, including those deemed to have been opted out in accordance with Paragraph 3.11.

1.36 “Party” means any one of the Plaintiffs or Defendants, and “Parties” means Plaintiffs and Defendants.

1.37 “Person” means an individual or legal entity, including an association, or his, her, or its respective successors or assigns.

1.38 “Plaintiffs” means named Plaintiffs Robert Ammon, Marcia Baltimore, Nicole Kibert Basler, John Bettorf, Paul Cartmell, Steve Cothren, Geoff Edwards, Miles Fawcett, Joel Galarza, Melissa Gibson, Daniel Haak, Christopher Helmers, Kevin Hemphill, Albert Kates, Craig Lauder, Kathryn Locatell, Jodi Matas, Dustin Moon, Lori Morse, Adam Plichta, Jason Poston, Anita Richardson, Michael Shirk, Allan Slater,

Carolyn Slusher, Rabia Stevenson, Beverly Taylor, Margaret Venema, Kerri Vincent, James Ward, and Mark Wasserman, individually and as representatives of the Settlement Class as defined below.

1.39 “Plan of Allocation” means the allocation methodology described in Paragraph 3.11.

1.40 “Point(s)” means a unit of allocation used solely for purposes of determining the relative share of the System Claim Fund to be distributed to Claimants who submit valid System Claims. Points do not have any fixed monetary value and shall serve only as a proportional measure; the dollar value assigned to each Point shall be determined by dividing the total amount of the System Claim Fund by the total number of Points allocated to all eligible System Claim Claimants.

1.41 “Point Allocation” is the number of Points allocated to a claimant based upon their ownership of a qualifying system.

1.42 “Preliminary Approval Order” means the order issued by this Court (i) granting preliminary approval of this Agreement under Fed. R. Civ. P. 23(e)(2); (ii) provisionally certifying the Class for settlement purposes; (iii) appointing Plaintiffs as Class Representatives and their counsel as Class Counsel; (iv) approving the form and manner of the Notice Plan and appointing a Settlement Administrator; (v) establishing deadlines for Requests for Exclusion and the filing of objections to the proposed settlement contemplated by this Agreement; (vii) finding that Defendants have complied with the Class Action Fairness Act of 2005, 28 U.S.C. § 1715; and (viii) scheduling the Final Approval Hearing.

1.43 “Primary User” means the homeowner or other occupant of the premises at which a PWRcell System is installed who is financially responsible for the electric service on the premises. A Primary User may, but need not, be the Owner.

1.44 “PWRcell System” means a Generac PWRcell solar system, along with each and every individual component or part incorporated into or associated with the system that is manufactured, sold, or otherwise distributed by Generac, but not including the PWRcell 2 product.

1.45 “Rejected Claimant” means a person or entity who submitted a Claim that the Settlement Administrator deemed invalid or untimely.

1.46 “Released Claims” means any and all past and existing claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities, direct or indirect, known or unknown, and whether in law or in equity or for money damages, punitive damages, exemplary damages, injunctive or other equitable relief, attorneys’ fees, or costs that arise out of relate to the SnapRS consumer or product liability claims and related consumer or product liability litigation involving the purchase, sale, or use of a solar energy system with allegedly defective SnapRS devices designed, supplied, sold by or otherwise attributable to Defendants. The Released Claims exclude claims for personal and/or bodily injury, wrongful death, and property damage to property other than the

claimant's PWRcell System(s). With respect to dealers, distributors, aligned contractors, and installers, Released Claims includes only claims directly related to allegedly defective SnapRS devices or the Snap RS devices' performance.

1.47 "Releasees" means Defendants, and their respective current and former officers, directors, employees, members, agents, attorneys, advisors, administrators, representatives, servants, insurers, beneficiaries, trusts, trustees, employee benefit plans, shareholders, investors, contractors, predecessors, successors, parents, subsidiaries, divisions, branches, units, related entities, assigns, transferees, dealers, distributors, aligned contractors, installers, and all other individuals and entities acting on Defendants' behalf in connection with the Released Claims.

1.48 "Releasing Party" means Plaintiffs and all Participating Class Members, their affiliates, and each of their respective current or former officers, directors, employees, members, agents, attorneys, administrators, representatives, insurers, beneficiaries, trustees, employee benefit plans, shareholders, investors, contractors, predecessors, successors, parent companies, subsidiaries, divisions, branches, units, related entities, assigns, transferees, underwriters, spouses, executors, legatees, heirs, partners, personal representatives, users of third-party owned systems, and all other individuals or entities acting on a Releasing Party's behalf, and anyone else who could bring any Released Claim on his, her, or its behalf or based on a transfer of rights—by law, contract, or otherwise—from any Releasing Party.

1.49 "Request for Exclusion" means, in a form mutually agreeable to the Parties, the document Settlement Class Members submit to request exclusion from the Settlement Class, which must be completed and returned in the manner and within the time period specified in Section 6.

1.50 "Residual *Cy Pres* Recipient" means the entity, to be selected by the Parties' mutual agreement, that will receive the *Cy Pres* Payment, if any.

1.51 "Service Award" means any amount awarded by the Court to the Class Representatives for their time and effort in bringing this Action, achieving the benefits of this Settlement on behalf of the Settlement Class, and for serving as Class Representatives. The Service Award shall be in addition to any Settlement Payment that the Class Representatives may receive as a Participating Class Member.

1.52 "Settlement Account" means an interest-bearing account or Qualified Settlement Fund authorized by Treasury Regulation 1.468B-1(c) established and maintained by the Settlement Administrator at Eisner Advisory Group LLC wherein the Settlement Amount shall be deposited and held in escrow.

1.53 "Settlement Administrator" means, subject to Court approval, Eisner Advisory Group LLC, whose responsibilities will include overseeing and implementing the Notice Plan, processing Claims, and managing the dissemination of funds from the Settlement Fund until all financial obligations under this Agreement have been satisfied and no funds remain in the Settlement Fund.

1.54 “Settlement Amount” means a non-reversionary cash fund of \$15,000,000.00, to be paid by Defendants in accordance with the terms of this Settlement Agreement.

1.55 “Settlement Award” means the amount of money allocated from the Settlement Fund to compensate Claimants with respect to a particular PWRCell System calculated pursuant to the Plan of Allocation described in Paragraph 3.11, including the sum of amounts awarded from the Cash Recovery Fund, the Extraordinary Damage Fund, and the System Claim Fund.

1.56 “Settlement Class” means all current Owners and Primary Users of Generac PWRcell Systems purchased in the United States prior to the Execution Date of this Agreement.

1.57 “Settlement Class Member” means any person or entity who qualifies under the definition of “Settlement Class,” excluding: (i) Defendants, their subsidiaries and affiliates, officers, directors, and employees; (ii) the judge to whom these cases are or have been assigned and any member of the judge’s immediate family; (iii) any persons who timely exclude themselves from the Settlement Class in accordance with the procedures set forth in Section 6; and (iv) Class Counsel and counsel for Defendants.

1.58 “Settlement Fund” means the Settlement Amount Defendants will pay as described in Paragraph 3.1, plus any and all interest earned after depositing the Settlement Amount into the Settlement Account.

1.59 “Settlement Payment” means the amount a Claimant shall receive from the Net Settlement Fund calculated pursuant to the Plan of Allocation described in Paragraph 3.11.

1.60 “Settlement Website” means the third-party website, referred to in Paragraph 4.6, created and maintained by the Settlement Administrator to provide, among other things, the Notice of Proposed Class Action Settlement, the operative complaint(s), other relevant materials, and neutral information about this Agreement. The content of the Settlement Website, and its URL, shall be mutually agreed upon by the Parties.

1.61 “System Claim” refers to the baseline award available to all qualifying owners who can demonstrate ownership or primary use of a qualifying system. The System Claim is intended to compensate all Class Members for lost system value, short term loss of use, and other economic loss not covered by an Out of Pocket Expense Claim or Loss of Power Generation Claim.

1.62 “System Claim Fund” refers to the amount remaining in the Net Settlement Fund after allocations are made from the “Cash Recovery Fund” and the “Extraordinary Damage Fund,” and adding back the surplusage from both funds.

1.63 “Valid Claim” means a Settlement Class Member’s Claim Form that the Settlement Administrator has deemed valid and timely.

1.64 “Website Notice” means the formal legal notice of the proposed Settlement terms that will be hosted on the Settlement Website, as approved by Class Counsel, Defendants’ Counsel, and the Court.

2. SETTLEMENT PURPOSES ONLY

2.1 This Agreement is for settlement purposes only, and to the fullest extent permitted by law, neither the fact or content of this Agreement or its attachments, nor any action based on it, shall constitute, be construed as, or be admissible in evidence as an admission of the validity of any claim, of any fact alleged by Plaintiffs in the Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any Party. Likewise, neither the fact or content of this Agreement, nor any action based on it, shall constitute, be construed as, or be admissible in evidence as an admission by any of the Parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Action, or in any other action. Defendants expressly deny any liability or wrongdoing. Likewise, neither the fact or content of this Agreement, nor any action based on it, shall constitute, be construed as, or be admissible in evidence as an admission by any of the Parties of the propriety of certifying a litigation class or any decision by any court regarding the certification of a class other than for settlement purposes.

2.2 For purposes of settlement and the proceedings contemplated by this Agreement, subject to approval by the Court, the Parties stipulate and agree that the Settlement Class as defined in Paragraph 1.56 of this Agreement shall be provisionally certified pursuant to Federal Rule of Civil Procedure 23, that the Plaintiffs shall be the Class Representatives and represent the Settlement Class for settlement purposes, and that Class Counsel shall be appointed to represent the Settlement Class. If this Agreement, for any reason, is not approved or is otherwise terminated, the Parties reserve their rights to assert any and all objections and defenses, and neither this Agreement nor any order or other action relating to this Agreement shall be offered as evidence for any purpose in the Action.

2.3 If the Effective Date does not occur, this Settlement Agreement will be deemed null and void ab initio. In that event:

- (a) The Preliminary Approval order and the Final Approval Order, if they have been entered by the Court, will be vacated by operation of law;
- (b) The Parties will be restored to their respective positions immediately preceding execution of the Agreement, and any intervening Court rulings or decisions shall be vacated;
- (c) No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties’ settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Action or any other proceeding; nor shall any such matter be used in the Action for any purpose whatsoever;
- (d) The Parties will retain all of their rights to object to any attempt by the other Party to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal

statement or conclusion within or in support of it, including as to any defenses or the feasibility of the maintenance of the Action as a class action.

3. RELIEF

3.1 Settlement Fund. Subject to the terms of this Agreement, Defendants agree to deposit in the Settlement Account the total sum of fifteen million dollars (\$15,000,000.00) (the “Settlement Amount”). That Settlement Amount will represent the full payment to be made by Defendants under this Agreement to cover all obligations under the Settlement, including for the administration of the settlement by the Settlement Administrator, the Notice Plan, Service Awards, the Fee Award, Valid Claims, and any other administrative fees and expenses in connection with this Agreement. Any invoice by the Settlement Administrator must be approved by Class Counsel. The Settlement Administrator will hold the Settlement Fund in escrow until such time as the Settlement Administrator is authorized to disseminate those funds pursuant to this Agreement, the Final Approval Order or other order of the Court. Interest that accrues on the Settlement Fund shall become the property of the Settlement Fund Account.

(A) The Settlement Administrator will provide Defendants with a W9 and all necessary payment instructions no later than seven (7) days prior to the hearing date on Preliminary Approval. Defendants shall deposit the first installment of one million dollars (\$1,000,000.00) within fourteen (14) days of the entry of the Preliminary Approval Order for the Notice and Administrative Costs that will be incurred to provide notice to Settlement Class Members (the “First Installment”). This deadline may be extended by mutual consent of the Parties.

(B) The balance of the remaining fourteen million dollars (\$14,000,000) shall be deposited within fourteen (14) days of the Effective Date (the “Final Installment”). This deadline may be extended by mutual consent of the Parties.

(C) If this Agreement is terminated pursuant to Paragraph 6.6, the Settlement Administrator shall return all funds to Defendants within ten (10) days of the termination date with accrued interest; provided, however, that the Settlement Administrator need not return any funds already spent on notice and on reasonable Settlement Administrator expenses before the termination date.

(D) Other than the Settlement Fund, Defendants shall have no financial obligations to Plaintiffs, the Settlement Class, or the Settlement Administrator under this Agreement. The payment described in this Paragraph 3.1 is the maximum amount Defendants will be obligated to pay in consideration of this Settlement, and under no circumstances will Defendants be obligated to provide any additional monetary consideration in connection with this Settlement. Each Class Member shall look solely to the Settlement Amount for settlement and satisfaction, as provided herein, of all Released Claims pursuant to the Settlement Agreement.

(E) The Settlement Fund is a non-reversionary common fund. Upon the occurrence of the Effective Date, neither Defendants nor any other person or entity who or

which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

3.2 Defendants, Defendants' Counsel, and Releasees shall have no liability, obligation or responsibility with respect to the investment, disbursement, or other administration or oversight of the Settlement Fund and shall have no liability, obligation or responsibility with respect to any liability, obligation or responsibility of the Settlement Administrator, including but not limited to, liabilities, obligations or responsibilities arising in connection with the investment, disbursement or other administration of the Settlement Fund.

3.3 Except for the nonmonetary relief agreed to in Paragraph 3.7, Defendants' transfers of their contributions to the Settlement Fund shall constitute full and complete satisfaction of their obligations under this Agreement. Following Defendants' transfers of their contributions to the Settlement Fund, neither Defendants nor any Releasees shall have any liabilities, obligations or responsibilities with respect to the payment, disbursement, disposition or distribution of the Settlement Fund. Participating Class Members shall look solely to the Settlement Fund for settlement and satisfaction against Defendants and any Releasees of all claims that are released herein: Fee, Cost, and Expense Award; Notice and Administrative Costs; all Service Awards; and all administrative or other costs and expenses arising out of or related to the Action or the Settlement. Participating Class Members shall not under any circumstances be entitled to any further payment from Defendants or any Releasees with respect to the Released Claims, the Action, or the Settlement. If the Settlement Agreement becomes final and effective, payment of the Settlement Fund will fully satisfy any and all Released Claims. Except as provided by order of the Court, no Settlement Class Member shall have any interest in the Settlement Fund or any portion thereof.

3.4 All funds in the Settlement Fund shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to the Agreement and/or further order(s) of the Court.

3.5 Taxes.

(A) Any tax liability, together with any interest or penalties imposed thereon, incurred by Defendants or any Releasees resulting from income earned on the Settlement Fund while under the control of the Settlement Administrator, or payments made from the Settlement Fund (or the receipt of any payment under this paragraph) shall be reimbursed from the Settlement Fund in the amount of such tax liability, interest or penalties promptly upon and in no event later than five (5) days after Defendants' or any Releasees' written request to the Settlement Administrator, provided that such request is made reasonably in advance of distribution or finalizing preparations for distribution of monies from the Settlement Fund.

(B) For the purpose of the Internal Revenue Code and the Treasury regulations thereunder, Class Counsel shall be designated as the "administrator" of the

Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3). Class Counsel shall cause the timely and proper filing of all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns shall be consistent with this paragraph and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Account as provided herein. The escrow agent shall provide an accounting of any and all funds in the Settlement Fund, including any accrued interest and payments made, upon request of any Party.

(C) Neither Defendants nor any Releasees nor Class Counsel shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to any Claimant, or based on the activities and income of the Settlement Fund while under the control of the Settlement Administrator. In addition, neither Defendants nor any Releasees shall have any liability, obligation, or responsibility whatsoever for tax obligations arising from payments to Class Counsel. The Settlement Administrator will be solely responsible for tax obligations relating to the activities and income of the Settlement Fund while under the control of the Settlement Administrator. No deductions for taxes will be taken from any Settlement Payment at the time of distribution unless otherwise required by law. Each Claimant will be solely responsible for his or her tax obligations. Each Class Counsel attorney or firm will be solely responsible for his, her, or its tax obligations.

3.6 Defendants and Releasees shall have no liability whatsoever with respect to (i) any act, omission, or determination by the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, or calculation of claims to be paid to Claimants from the Settlement Fund; or (v) the calculation, payment, or withholding of taxes or related expenses, or any expenses or losses incurred in connection therewith. The Settlement Class Members who are also Releasing Parties, Class Representatives, and Class Counsel release Defendants and Releasees from any and all liability and claims arising from or with respect to the administration, investment or distribution of the Settlement Fund.

3.7 Nonmonetary Relief. Defendants agree to implement the following:

(A) Changes to Limited Warranty for PWRcell System. Defendants shall implement the below changes to the Limited Warranty for PWRcell Systems by issuing an information bulletin (in substantially the form of Exhibit 7) to dealers and installers regarding the changes and explaining that they apply to all pending warranty claims as of the Execution Date and warranty claims related to SnapRS devices going forward, regardless of the warranty in effect when the system was purchased.

(1) For PWRcell Systems originally including SnapRS 801 or 801A components, the start date of the 25-year warranty for SnapRS 802 devices is to be calculated from the date of the replacement of 801 or 801A or installation of RS802s

(2) PWRcell Systems are not required to have been previously registered with Generac to be eligible to make a warranty claim related to any SnapRS device.

(3) PWRcell Systems are not required to have had continuous internet connectivity to be eligible to make a warranty claim related to any SnapRS device.

(B) Notice to Known Settlement Class Members. Defendants have prepared a notice, subject to the approval of Class Counsel, that educates Settlement Class Members on the reasons for Snap-related error codes, dangers associated with them (if applicable), and corrective measures available (the “Error Code Notice”). The Error Code Notice, attached as Exhibit 8, as updated by mutual agreement of the Parties prior to the commencement of Settlement Notice, shall be disseminated as part of the Settlement Notice provided in Paragraphs 4.5-4.6.

(C) Nonmonetary relief will be fully implemented within thirty (30) days after the Effective Date.

3.8 The Settlement Fund shall be applied as follows:

(A) To pay all Notice and Administration Costs;

(B) After the Effective Date, to pay the Fee Award (including reimbursement of expenses and other costs awarded by the Court) and Service Awards as may be ordered by the Court;

(C) After the Effective Date, to distribute the Net Settlement Fund to Claimants in accord with the Final Approval Order or any subsequent order of the Court;

(D) If a residual amount remains after the distribution in Paragraph 3.8 (C) above, to make the *Cy Pres* Payment to the Residual *Cy Pres* Recipient.

3.9 No portion of the Settlement Fund or interest thereon will revert to Defendants.

3.10 After the Effective Date, Settlement Payments shall be made from the Net Settlement Fund to Claimants who submit Valid Claims in accordance with the Plan of Allocation.

3.11 Plan of Allocation. The Net Settlement Fund shall be allocated to Claimants on a per-PWRcell System basis, such that there will be a single Settlement Award attributable to each PWRcell System in an amount determined pursuant to the Plan of Allocation described herein or such other allocation plan as may be approved by the Court. If multiple Claimants submit Valid Claims relating to the same PWRcell System, the Settlement Payment for that PWRcell System shall not be increased or multiplied, but shall instead be allocated among those Claimants as set forth herein.

(A) Allocation Process

(1) *Cash Recovery Fund*: The Cash Recovery Fund shall be used to compensate Claimants who submit valid Out of Pocket Expense Claims, Loss of Power Generation Claims, and Miscellaneous Cost Claims. If the Cash Recovery Fund is insufficient to pay all such claims in their entirety, Claimants will receive a pro rata share of the Cash Recovery Fund. Any funds remaining after all valid Out of Pocket Expense Claims, Loss of Power Generation Claims, and Miscellaneous Cost Claims are satisfied shall be reallocated to the System Claim Fund.

(2) *Extraordinary Damage Fund*: The Extraordinary Damage Fund shall be used to provide additional compensation for Claimants who submit valid Claims but whose Settlement Awards would exceed the Maximum Individual Award, or for whom the traditional valuation methodology is otherwise deemed insufficient to adequately compensate them for their loss (for example, the Extraordinary Damage Fund may be used to fully compensate Plaintiffs who were unable to address system issues during the pendency of the litigation to avoid evidence spoliation at the direction of counsel). Claimants will not submit separate claims against the Extraordinary Damage Fund; instead, funds from the Extraordinary Damage Fund will be allocated by the Settlement Administrator to all Claimants with claims not adequately compensated by the Maximum Individual Award. Such claims shall be paid up to the amount needed to achieve the total award that would have been provided pursuant to the Plan of Allocation. If the Extraordinary Damage Fund is insufficient to pay all such claims in their entirety, Claimants will receive a pro rata share of the Extraordinary Damage Fund. Any funds remaining after all valid Claims are compensated shall be reallocated to the System Claim Fund.

(3) *Point Allocation*: Claimants will be allocated 10 Points for each SnapRS connected to their PWRcell System. These Points will be used to determine what share of the System Claim Fund will be allocated to a Claim related to a particular PWRcell System. Claimants who first installed their PWRcell in or after May 2022 will receive a 50% deduction on the Point total.

(4) *Point Valuation*: Once all Points have been allocated, the Settlement Administrator shall determine the total number of allocated Points and then divide the amount of the System Claim Fund by the total number of allocated Points to determine the per-Point Value.

(5) *System Claim Valuation*: The per-Point Value shall be multiplied by each Claim's Point Allocation to determine the monetary value of a System Claim.

(6) *Settlement Award*: The total Settlement Award associated with a PWRcell System shall be the sum of the System Claim, any amounts allocated from the Cash Recovery Fund, and any amounts allocated from the Extraordinary Damages Fund.

(B) Multiple Claimants

(1) *Opt-outs*: If two or more Settlement Class Members are associated with the same PWRcell System, and any one of those Settlement Class Members timely opts out of the Settlement, then all Settlement Class Members, including any Claimants, associated with that PWRcell System shall be deemed to have opted out, and no Settlement Payment shall be made for that PWRcell System. Such PWRcell System shall be treated as an “opted-out” System for all purposes under this Settlement Agreement, including any termination calculation pursuant to Section 6.6. The Settlement Administrator will notify any Claimant who submitted a Valid Claim if they are deemed to have been opted out as a result of another Settlement Class Member’s decision to opt out.

(2) *Overlapping Claims*: In the event Valid Claims are submitted by both an Owner and a Primary User for the same PWRcell System, the Claims shall be aggregated and all submissions shall be considered by the Settlement Administrator in determining the amount of the Settlement Award. Additionally, the following procedures shall apply when determining which Claimant receives what portion of the Settlement Award:

(a) It will be presumed that the Owner and Primary User will each receive one-half (50%) of the portion of the award attributable to the System Claim. This presumption may be overcome by presentation of evidence to the satisfaction of the Settlement Administrator demonstrating that one party possesses sole entitlement to the System Claim by virtue of a contractual relationship between the Owner and Primary User, or otherwise.

(b) With respect to claims made against the Cash Recovery Fund and the Extraordinary Damages Fund, the party demonstrating that they incurred the claimed compensable loss shall be entitled to receive the allocation attributable to such loss.

(3) If both an Owner and a Primary User could submit a Claim, the failure of one such Claimant to take action by submitting a claim or opting out does not affect the validity of the Claim. Instead, in the event that only one such Claimant submits a Valid Claim or is otherwise eligible to receive payment, that Claimant shall receive the full per-System Settlement Payment. However, this allocation does not apply when the PWRcell System has been deemed opted out under the terms of this Agreement.

(C) Claim Qualification Criteria

(1) *System Claims*: To be valid, a System Claim Claimant must demonstrate the following to the satisfaction of the Settlement Administrator: (1) status as the Owner or Primary User of an eligible PWRCell System, and (2) information sufficient to establish the number of solar panel arrays associated with that PWRcell system. This may be demonstrated as follows:

(a) **Prequalification**: Certain potential Claimants identified using the report in Paragraph 8.6 as Owners or Primary Users will be pre-

qualified with the information sufficient to establish a claim. To perfect their Claim, they will only need to confirm the pre-qualification information is accurate and submit their claim to be eligible to receive a System Claim Award.

(b) **Other Acceptable Proof:** Claimants who are not pre-qualified or for whom the pre-qualification information is not accurate may support their claim by providing evidence establishing that they qualify under section 3.11(C)(1). This evidence includes, but is not limited to, paperwork or a photograph including the inverter serial number from a PWRcell System that the report in Paragraph 8.6 confirms is valid.

(2) *Out of Pocket Expense Claims:* To be valid, an Out of Pocket Expense Claimant must demonstrate the following to the satisfaction of the Settlement Administrator: (1) that they have incurred or will incur hard costs associated with the SnapRS devices; and (2) the amount paid or the amount expected to be paid in the case of an estimate. Such claims must be supported by valid documentation. Valid documentation includes, but is not limited to, receipts pre-dating settlement showing amounts paid for Snap-related repairs, receipts or estimates pre-dating settlement showing actual or anticipated removal of the PWRcell system (and associated component parts), receipts pre-dating settlement showing payment for recertification, reinspection, or re-permitting of the Claimant's solar energy system, or any other documentation or evidence deemed sufficient by the Settlement Administrator.

(3) *Loss of Power Generation Claims:* To be valid, a Loss of Power Generation Claimant must demonstrate the existence of a reduction in power generation of more than 25% in two or more months related to a SnapRS failure to the satisfaction of the Settlement Administrator in one of two ways:

(a) **Attestation Claims:** Claimants may attest under penalty of perjury that they experienced two or more months power generation that was diminished 25% or more in connection with a SnapRS failure. Documentation beyond the attestation is not required, though the Settlement Administrator may, but is not required to, cross-check the attestation for fraud prevention in accordance with Paragraph 3.11(C)(3)(d). Qualifying claimants under this subsection will be awarded \$150, or a pro rata share thereof if the Cash Recovery Fund is insufficient to fully compensate all eligible Claimants against that Fund.

(b) **Actual Loss Claims:** In the alternative, Claimants seeking compensation for their actual damages can submit documentary proof of their actual reduction in power related to a SnapRS failure and associated economic loss.

- i. Valid proof of a reduction in power generation includes, but is not limited to, reports from the PWRview App showing actual power generation, documentation or other evidence of expected power output (such as documentation from the sale or NREL's PVWatts Calculator (<https://pvwatts.nrel.gov/index.php>)),

comparative utility bills, or other evidence deemed sufficient by the Settlement Administrator.

- ii. Valid proof of a SnapRS failure includes error logs showing status consistent with SnapRS failure, documentation from service visits, correspondence or evidence thereof with service providers, or other evidence deemed sufficient by the Settlement Administrator.
- iii. Valid proof of economic loss includes, but is not limited to evidence of the cost of energy at the time of the loss from utility bills, filed tariffs, publicly available rate information such as that published by the U.S. Energy Information Administration (“EIA”) or similar state and local entities for that region for the same period, or other evidence deemed sufficient by the Settlement Administrator.
- iv. Actual damage claims will be paid in the amount of the actual damage substantiated by the provided materials, or a pro rata share thereof if the Cash Recovery Fund is insufficient to fully compensate all eligible Claimants against that Fund.

(c) **Cross-Check Rights:** The Settlement Administrator has the option to cross-check Claimant-submitted information with other available information, including the report in Paragraph 8.6, for fraud-prevention, quality control, or other necessary purposes in furtherance of the claims process.

(D) Unless the Court orders otherwise, any decision by the Court concerning the Plan of Allocation shall not affect the validity or finality of the Settlement or operate to terminate or cancel this Settlement or affect the finality of the Final Approval Order. In the event the Court approves a different allocation methodology, this will not be grounds to disturb or terminate the Settlement Agreement by any Party.

3.12 If, despite the best efforts of the Settlement Administrator, a residual amount remains after distribution (for example, because claims contain erroneous payment information that cannot be corrected), all remaining funds shall be distributed to Center for Sustainable Energy, American Council on Renewable Energy, and American Solar Energy Society. If the cost of fairly distributing the remaining balance exceeds the balance available to be distributed, the remaining balance shall be paid to the Residual *Cy Pres* Recipient as a *Cy Pres* Payment.

3.13 For each Claimant, the Settlement Administrator shall provide Settlement Payments through an Electronic or Other Payment option to be selected by the

Claimant on the Claim Form. Claimants with Valid Claims who fail to provide sufficient or correct information to permit such Electronic or Other Payment, shall, after a reasonable attempt to resolve any such Settlement Payment issues, but no fewer than three times, relinquish their right to Settlement Payments.

If multiple Claimants submit Valid Claims relating to the same PWRcell System and one Claimant relinquishes or forfeits entitlement to payment under this Paragraph, the remaining Claimant with a Valid Claim who has provided sufficient and correct payment information on the Claim Form shall receive the full per-System Settlement Payment allocated to that PWRcell System.

Claimants receiving Settlement Payments via check shall have one hundred eighty (180) days to deposit, cash, or negotiate the checks; otherwise, the checks will become null and void. In such instance, the uncashed checks will be handled according to Paragraph 3.12.

3.14 Settlement Payments from the Net Settlement Fund shall be distributed to Claimants within forty-five (45) days following the Effective Date. Any further settlement payments from the Net Settlement Fund to Claimants and, if applicable, any payments of residual funds to the *Cy Pres* Recipient shall be distributed within two hundred fifty (250) days following the Effective Date.

3.15 Defendants, Defendants' Counsel, the other Releasees, the Settlement Administrator, Plaintiffs, and Class Counsel shall have no liability to any Settlement Class Member for mispayments, overpayments, or underpayments of the Net Settlement Fund.

4. NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

4.1 The Settlement Administrator will allocate up to \$75,000 out of the Settlement Fund to implement a Notice Plan, subject to the Parties' agreement in consultation with the Settlement Administrator and further subject to Court approval as part of the Preliminary Approval Order and consistent with the requirements of due process.

4.2 Defendants shall make a reasonable effort to identify reliable direct contact information for Settlement Class Members, including names, emails, and physical addresses. Should Defendants discover that they are unable to provide contact information for 80% or more of the Settlement Class Members, it will immediately notify Class Counsel to make any necessary revisions to the Notice Plan. Defendants shall produce this information directly to the Settlement Administrator after the Settlement Administrator has been approved and has executed an agreement to be bound by the Protective Order in the Action. The Settlement Administrator will take all reasonable steps to ensure that any information provided to it by Defendants and Settlement Class Members will be used solely for the purpose of effecting this Settlement, as provided in Paragraph 9.3.

4.3 The Settlement Administrator will oversee and implement the Notice Plan. Defendants will have no obligation to send bulk messages to any Person or

group of Persons. All costs associated with the Notice Plan and Settlement Administrator will be paid from the Settlement Fund.

4.4 Direct notice shall be disseminated as soon as reasonably practicable but no later than twenty-one (21) days following entry of the Preliminary Approval Order using the Settlement Class Member lists provided to and assembled by the Settlement Administrator.

4.5 The Settlement Administrator will send direct email notice to Settlement Class Members using available email addresses, in a form substantially similar to Exhibit 2, including a hyperlink to the Error Code Notice described in Paragraph 3.7(B). The Settlement Administrator will also mail a postcard notice, in a form substantially similar to Exhibit 3, with directions on how to access the Settlement Website or request a hard copy of the Claim Form and Settlement Notice. All mailed Settlement Notices and Claim Forms (with a hyperlink to the Error Code Notice) that are returned by the U.S. Postal Service with a forwarding address will be immediately re-mailed to that address.

4.6 After the Court's entry of a Preliminary Approval Order and before email notice is disseminated to Settlement Class Members, the Settlement Administrator will post the Settlement Notice to the Settlement Website as well as: (i) this Settlement Agreement and (ii) the Motion for Preliminary Approval of the Settlement and related papers, and (iii) the Error Code Notice described in Paragraph 3.7(B). The Settlement Administrator will update the Settlement Website with the final approval filings by Class Counsel, including filings related to the Fee and Expense Award and Service Award, promptly after such documents are publicly filed. The Settlement Website will include the Claim Form and Opt-Out Form; answers to frequently asked questions; a list of important deadlines; case documents, and contact information for the Settlement Administrator. Class Counsel, Defendants' Counsel, and the Settlement Administrator will jointly select the domain name for the Settlement Website. The Settlement Website will go online as soon as reasonably practicable but no later than twenty-one (21) days following entry of the Preliminary Approval Order

4.7 Contemporaneous with the date direct email notice is sent to Settlement Class Members (the "Notice Date"), the Settlement Administrator will commence a media campaign whereby the settlement notice ads (in the forms substantially similar to the attached Exhibits 4 and 5 as otherwise directed by the Court) will be delivered for a period of thirty (30) days which begins no later than twenty-one (21) days following entry of the Preliminary Approval Order.

4.8 The Settlement Administrator will establish appropriate means by which Settlement Class Members may submit questions regarding the Settlement. The Settlement Administrator will respond promptly to administrative inquiries received from Settlement Class Members and may direct substantive inquiries to Class Counsel.

4.9 The Settlement Website will remain active until 120 days after the Effective Date, but the Settlement Administrator will disable online submissions of the

Claim Form and Request for Exclusion immediately following the Claims Deadline and the Objection and Exclusion Deadline.

4.10 Within ten (10) days after filing of this Settlement Agreement with the Court, the Settlement Administrator, on Defendants' behalf, shall notify the appropriate state and federal officials of this Agreement pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. Before the Preliminary Approval hearing, the Settlement Administrator shall provide proof of service of such notice for filing with the Court.

5. SUBMISSION FOR PRELIMINARY APPROVAL

5.1 By January 9, 2026, Class Counsel shall file a Motion for Preliminary Approval of this Agreement to the Court and request that the Court enter a Preliminary Approval Order in a form substantially similar to the attached Exhibit 6.

5.2 The Parties and their counsel will take any acts reasonably necessary to carry out and support this Settlement Agreement, its expressed intent, and its approval (both preliminary and final). Defendants will appear at the hearing(s) through counsel to confirm their agreement with the terms of the Agreement as provided herein. Nothing in this paragraph shall be interpreted to restrict Defendants' ability to oppose any proposed modification to this Agreement or exercise any right to terminate the Agreement, including pursuant to Paragraph 6.6 or Section 15. For avoidance of doubt, supporting approval of this Agreement does not require supporting or not opposing any requests for attorneys' fees, expenses or service awards, and Defendants expressly reserve the right to oppose any such requests.

5.3 Defendants shall have the opportunity to provide input on the Motion for Preliminary Approval prior to the submission of such Motion to the Court, which Class Counsel will consider in good faith.

6. SETTLEMENT CLASS MEMBERS' RIGHT OF EXCLUSION

6.1 A Settlement Class Member may request exclusion from the Settlement Class up until the Objection and Exclusion Deadline. To request exclusion, the Settlement Class Member must complete, sign, and submit to the Settlement Administrator a Request for Exclusion as outlined in the Notice. This Request for Exclusion form may be submitted electronically on the Settlement Website or mailed to the Settlement Administrator. The Request for Exclusion must be signed or e-signed by the Settlement Class Member seeking exclusion under penalty of perjury.

6.2 The Request for Exclusion must be submitted electronically or, if by mail, postmarked no later than 11:59 p.m. CST on or before the Objection and Exclusion Deadline.

6.3 Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Participating Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement;

and shall not be entitled to submit an Objection to the Settlement. However, if a Settlement Class Member submits both a Claim Form and Request for Exclusion, the later-in-time form shall take precedence. To the extent it is unclear which is later in time, the Claim Form shall take precedence, and the exclusion request shall be deemed to have been sent by mistake and rejected.

6.4 The Parties shall have the right to challenge the timeliness and validity of any Request for Exclusion. The Court shall determine whether any contested exclusion request is valid.

6.5 Within fourteen (14) days after the Objection and Exclusion Deadline, the Settlement Administrator will provide the Parties a list of all Persons who opted out by validly requesting exclusion. The Exclusion List will be filed with the Court as part of the motion for final approval.

6.6 Option to Terminate. Defendants, in their sole collective discretion, may terminate the Settlement Agreement if the percentage of Owners or Primary Users of the Generac PWRcell Systems who timely opt out of the settlement equals or exceeds the percentage specified in the separate document executed concurrently with the Settlement Agreement by Defense Counsel and Class Counsel. For purposes of determining this percentage, each PWRcell System shall be counted once, and if multiple Settlement Class Members submit Valid Claims associated with the same Solar System, and any one of those associated Settlement Class Members timely opts out, that PWRcell System shall be deemed to have opted out in its entirety. The number or percentage will be confidential except to the Court, which upon request will be provided a copy of the document for in camera review. The Parties will not, directly or indirectly, encourage or cause any Person to opt out of the Settlement Class.

7. OBJECTIONS

7.1 Any Settlement Class Member who does not submit a valid and timely Request for Exclusion may object to the fairness, reasonableness, or adequacy of this Agreement. Settlement Class Members may not seek to exclude themselves from the Settlement Class *and* submit an objection to this Agreement. Settlement Class Members who submit a valid and timely Objection, but also submit a valid and timely Request for Exclusion, will be deemed to have opted out of the Class and their Objection will be void and invalid, unless the Court orders otherwise. However, a Settlement Class Member who objects to the Settlement may submit a Claim Form on or before the Claims Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claims Deadline merely because the Settlement Class Member also submitted an objection.

7.2 Any Participating Class Member who wishes to object to any aspect of this Agreement must electronically file with the Court via the Court's ECF system, or by delivery to the Clerk of the Court by mail, express mail, or personal delivery, a written statement of the objection(s), and send copies to Class Counsel and Defendants' Counsel. The written statement of the objection(s) must: (i) identify the case name and number and

identify that the document is an objection; (ii) state the Participating Class Member's full name, address, email address, and telephone number; (iii) state whether the Participating Class Member is represented and, if so, include the full name, address, telephone number, and email address of the objector's counsel; (iv) provide information sufficient to establish the objector's standing as a Settlement Class Member and state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) state with specificity each objection, as well as the specific reasons, if any, for each objection, including all facts, evidence, and legal authority supporting his/her objection(s); (vi) identify the number of class action settlements previously objected to by the Participating Class Member, if any, and list those cases by case name and number; (vii) state whether the objector and objector's counsel, if any, will attend or appear at the final approval hearing; (viii) be signed by the objector; (ix) be signed by the objector's counsel, if any (the attorney's signature alone shall not be sufficient for satisfying the signature requirement under 8.2(vii)); and (x) be verified by an accompanying declaration submitted under penalty of perjury or a sworn affidavit demonstrating that the Participating Class Member is entitled to be included as a member of the Settlement Class and that the information provided for the objection(s) is true and correct. Objectors must make themselves available for deposition by the Parties no later than seven (7) days after the Objection and Exclusion Deadline.

7.3 Participating Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Participating Class Member retains an attorney other than Class Counsel to represent him or her, the attorney must, no later than twenty-one (21) days before the Final Approval Hearing or as the Court otherwise may direct, (i) file a notice of appearance with the Court and (ii) serve a copy of the notice of appearance on Class Counsel and Defendants' Counsel. If an objector makes an Objection through an attorney, the objector shall be solely responsible for the objector's attorneys' fees and costs unless the Court orders otherwise.

7.4 An objector who has submitted a timely written Objection may attend the Final Approval Hearing at his or her own expense. Participating Class Members, or their attorneys other than Class Counsel, intending to make an appearance at any hearing relating to this Agreement, including the Final Approval Hearing, must file with the Court, and serve notice of their intention to appear at that hearing to Class Counsel and Defendants' Counsel, no later than twenty-one (21) days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct. Objectors who fail to submit or include this Notice of Intention to Appear may not speak at the Final Fairness Hearing without permission of the Court.

7.5 Objections must be submitted by the Objection and Exclusion Deadline.

(A) Objections submitted through ECF must be submitted by 11:59 p.m. CST on the date of the Objection and Exclusion Deadline.

(B) Objections submitted by postal mail must be postmarked by the Objection and Exclusion Deadline. The date of the postmark on the envelope containing

the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection has been timely submitted. If a postmark is illegible or unavailable, the date of mailing shall be deemed to be three days before the date that the Court scans the Objection into the electronic case docket.

7.6 Any Settlement Class Member who fails to comply with the provisions of the preceding paragraphs shall waive and forfeit any and all rights they may have to appear separately and/or object, shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments in the Action pertaining to the Agreement, and shall be forever barred from making any objection to the Agreement and the proposed Settlement by appearing at the Final Approval Hearing, appeal, collateral attack, or otherwise.

8. CLAIMS PROCESS

8.1 Each Settlement Class Member shall be entitled to submit no more than one Claim for a Settlement Payment per PWRcell System as described in this section.

(A) The Claim Form shall, among other terms, require the Settlement Class Member to: (1) provide or confirm his or her current contact information (including email address) and Electronic or Other Payment information that the Settlement Administrator deems necessary; (2) declare that the Settlement Class Member is an Owner or Primary User of a PWRcell System; and (3) declare under the penalty of perjury that the information they submit is, to the best of their knowledge, true and correct. The claim form does not need to be notarized.

(B) The Claim Form will be available on the Settlement Website and may be completed and submitted online or printed and submitted in hard copy form by mail. The additional postcard notice with directions on how to access the Settlement Website or request a hard copy of the Claim Form and Settlement Notice will be mailed to the Settlement Class Member via first class mail.

8.2 To be considered timely, all Claim Forms must be submitted on the Settlement Website or by mail and postmarked by the Claims Deadline, which shall be clearly stated in the Notice, on the Claim Form, and on the Settlement Website.

(A) Claim Forms submitted electronically on the Settlement Website must be submitted by 11:59 p.m. CST on the Claims Deadline. Claim Forms submitted by mail must be postmarked on or before the Claims Deadline.

(B) Late claims may be considered if deemed appropriate by the Settlement Administrator in consultation with Class Counsel, or if ordered by the Court.

8.3 The Settlement Administrator shall review all Claims to determine their validity. The Settlement Administrator may reject any Claim that does not comply in any material respect with the instructions on the Claim Form; is not submitted by a Settlement Class Member; is a duplicate of another Claim; is deemed by the Settlement Administrator to be a fraudulent Claim; or is submitted after the Claims Deadline. The

decision of the Settlement Administrator shall be final as to the determination of the Claimant's recovery.

8.4 The Settlement Administrator shall promptly notify, via the email address or, in the event no valid email address is available, the mailing address provided by the Claimant, all Rejected Claimants whose Claim Form the Settlement Administrator proposed to reject, in whole, or in part, and provide its reasons. Rejected Claimants shall have 30 days from the date of notice and no fewer than three opportunities to cure the Claim before a Claimant is finally determined to be a Rejected Claimant.

8.5 As soon as reasonably practicable after the Claims Deadline, after all Claims have been processed to determine their validity, but no later than 14 days after the Claims deadline, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a list of Claimants with Valid Claims and their corresponding Settlement Payment amounts, and a list of all Claims it deems invalid or untimely and corresponding unpaid Settlement Payment amounts.

8.6 Defendant will provide a report to the Settlement Administrator to aid in verifying system ownership and certain system information relevant to Claims processing and administration. Such report shall include, to the extent available: Serial Number; Site ID; IS_SNAPRS_SITE; COUNT_BATTERIES; COUNT_PVLINKS; NUM_MODULES; Warranty Start Date; Material Name; and registered Owner Name/Address/City/State/Postal Code/Email.

9. SETTLEMENT ADMINISTRATION

9.1 The Settlement Administrator shall perform the functions specified in this Agreement, including, but not limited to, overseeing administration of the Settlement Fund; coordinating notice to Settlement Class Members; establishing and operating the Settlement Website and a toll-free number; responding to inquiries and comments regarding the Settlement or Action as appropriate; administering the claims processes; and distributing settlement payments according to the processes and criteria set forth herein. In addition to other responsibilities that are described in this Agreement, the duties of the Settlement Administrator include:

- (A) Effecting notice in accordance with the procedures set forth herein;
- (B) Establishing and maintaining the Settlement Website that, among other things, allows Settlement Class Members to submit claims electronically;
- (C) Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- (D) Responding to any mailed or emailed Settlement Class Member inquiries;

(E) Accurately and objectively describing the terms of the Agreement in communications with Settlement Class Members, including the training of its employees and agents accordingly;

(F) Processing all written notifications of exclusion from the Settlement Class;

(G) Providing weekly reports that summarize the number of any written notifications of exclusion received that week, the total number of any written notifications of exclusion received to date, and other pertinent information as requested by Class Counsel and Defendants' Counsel;

(H) Before the Final Approval Hearing, preparing affidavits to submit to the Court that: (i) attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; reviewing, determining the validity of, and processing all Claims submitted by Settlement Class Members, pursuant to criteria set forth herein;

(I) Providing weekly reports, and a final report one hundred thirty-four (134) days following entry of the Preliminary Approval Order, to Class Counsel and Defendants' Counsel that summarize the number and amount of Claims since the prior reporting period, the total number and amount of Claims received to date, the number and amount of any Claims approved and denied since the prior reporting period, the total number and amount of Claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defendants' Counsel;

(J) Providing any information as may be needed for a post-distribution accounting;

(K) Performing any function related to settlement administration at the agreed-upon instruction of both Class Counsel and Defendants' Counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with this Agreement; and,

(L) Performing CAFA notice and any and all other reasonable and necessary tasks.

9.2 Class Counsel have obtained from the Settlement Administrator its best estimate of anticipated Notice and Administrative Costs ("Notice Costs Estimate"). If the assumptions set forth in Eisner Advisory Group LLC's cost estimate holds true, the Settlement Administrator estimates that its Notice and Administrative Costs will cost approximately \$150,000. Following the First Installment and prior to the Effective Date, Class Counsel may authorize payment of the Settlement Administrator's Notice and Administrative Costs up to the Notice Costs Estimate. Following the Final Installment and prior to distributing Settlement Payments, all Notice and Administration Costs incurred by the Settlement Administrator (that have not previously been paid) will be paid from the Settlement Fund. Before each round of payment under Paragraphs 3.10-3.14 of this

Agreement, Settlement Administrator shall provide its best estimate of the Notice and Administration Costs associated with those payments, and that amount shall be withheld and not distributed as part of that payment round. After each round of payments, the Settlement Administrator shall report to the parties the Notice and Administration Costs actually incurred in making that payment, and shall be entitled to invoice the Settlement Fund for the lesser of (a) its actual costs (b) the amount remaining in the Settlement Fund. In no event shall Defendants be responsible to pay more than the Settlement Amount, or to make additional payments after its provision of the Final Installment.

9.3 The Settlement Administrator has or will execute an agreement to be bound by the Protective Order in the Action and take all reasonable steps to ensure that any information provided to it by Defendants and Settlement Class Members will be used solely for the purpose of effecting this Settlement. The Settlement Administrator will not use the information provided by Defendants or Class Counsel in connection with the Settlement or providing notice for any purposes other than providing notice or administering the Settlement and will not share Settlement Class Member information with any third parties without advance consent from both Parties. Neither Defendants nor any Releasees shall have any liability, obligation, or responsibility whatsoever arising from allegations related to use or misuse of information provided to the Settlement Administrator, including but limited to allegations relating to use of contact information or alleged privacy violations.

10. SUBMISSION FOR FINAL APPROVAL

10.1 One hundred forty-four (144) days following entry of the Preliminary Approval Order, Class Counsel shall move the Court for the Final Approval Order seeking entry of a final order and judgment (the “Final Order and Judgment”) that includes:

(A) Final Approval of the Settlement, approving the terms of this Settlement to be fair, reasonable, and adequate and in the best interest of Settlement Class Members;

(B) A finding that the Notice complied with the Settlement Agreement, all applicable law, and due process;

(C) Approval of the distribution of the Settlement Fund and of the Settlement Payments and *Cy Pres* Payment, if any;

(D) Approval of Class Counsel’s requested reimbursement of Costs, Attorneys’ Fee Award, and Named Plaintiffs’ Service Awards;

(E) An order that permanently bars, enjoins, and restrains the Releasers from commencing, filing, initiating, asserting, and or maintaining any and all Released Claims against the Releasees; and

(F) Dismissal of the Action with prejudice, entry of judgment, and entry of a Final Approval Order.

(G) An order requiring the warranty terms in Paragraph 3.7(A). For avoidance of doubt, the proposed language of the Order shall be mutually agreed to by the Parties.

10.2 Defendants shall have the opportunity to provide input on the Motion for Final Approval prior to the submission of such Motion to the Court, which Class Counsel will consider in good faith.

11. CLASS COUNSEL FEES AND COSTS AND SERVICE AWARDS

11.1 Plaintiffs may apply to the Court seeking a reasonable proportion of the Settlement Fund as payment of any reasonable attorneys' fees and costs ("Fee Award"). The Fee Award will be paid as part of the Settlement Fund. It is not a condition of this Settlement that the Court approve attorneys' fees, costs, expenses, or service awards or any particular amount thereof. Defendants expressly reserve the right to oppose any such requests for attorneys' fees, costs, expenses, or service awards or any particular amount.

11.2 Seventy-four (74) days following entry of the Preliminary Approval Order, Class Counsel will file a motion for award of attorneys' fees and reimbursement of costs. Class Counsel's motion for attorneys' fees and reimbursement of costs will also be posted on the Settlement Website.

11.3 In recognition of Plaintiffs' efforts on behalf of the Settlement Class, and subject to Court approval, Class Counsel may apply to the Court for a service award for each Plaintiff of up to \$5,000 each, as compensation for their time and effort expended in serving as Class Representatives. Any such motion will also be posted on the Settlement Website. Any Service Award will be paid as part of the Settlement Fund. The Parties' support for this settlement is not conditioned on the approval or denial of any Service Award.

11.4 In its Motion for Preliminary Approval of the Settlement and supporting papers, Class Counsel will include the amount requested in reasonable attorneys' fees and reimbursement of costs (or best estimates for costs and expenses not yet incurred), and the amount of the service award requested for Plaintiffs. On or before the Notice Date, these amounts will also be disclosed in the Settlement Notice, which shall be posted on the Settlement Website.

11.5 Any order or proceeding relating to the amount of any award of attorneys' fees, costs, or expenses or service awards, or any appeal from any order relating thereto, or reversal or modification thereof, shall not operate to modify, terminate or cancel this Settlement Agreement, or affect or delay the finality of the Final Order and Judgment, except that any modification, order or judgment cannot result in Defendants' overall obligation exceeding the Settlement Fund specified in Paragraph 3.1.

11.6 The Settlement Administrator will distribute from the Settlement Fund any Fee Award and/or Service Award approved by the Court within five (5) days of receipt. The Settlement Administrator shall wire the amount awarded in the Fee Award to

Kershaw Talley Barlow PC, on behalf of all Class Counsel; Kershaw Talley Barlow PC shall be solely responsible for distributing the Fee Award among Class Counsel.

11.7 Except as otherwise expressly provided in this Agreement, each Party will bear its own costs, including attorneys' fees, incurred in connection with the Action.

12. RELEASES

12.1 Upon entry of the Final Order and Judgment, and regardless of whether any Participating Class Member executes and delivers a written release, each Plaintiff, Participating Class Member, and other Releasing Party shall be deemed to waive, release and forever discharge Defendants and the Releasees from all Released Claims, whether or not known. Each Releasing Party shall be forever barred from asserting, instituting, or maintaining against the Releasees, any and all Released Claims, as defined in this Agreement.

12.2 The release described in Paragraph 12.1 is, and shall remain, a full and complete release of the Released Claims, notwithstanding the discovery or existence of any additional or different facts or claims existing before the Effective Date. The Releasing Parties shall, by operation of the Final Order and Judgment, expressly waive and relinquish the provisions, rights, and benefits of (i) California Civil Code § 1542 (and all other similar present or future provisions of state or federal law) as it pertains to the Released Claims; and (ii) any law or principle of law that would limit or restrict the effect or scope of provisions of the releases set above, to the full extent that these provisions may be applicable to this release. The Parties further agree that this waiver is an essential and material term of this release and the Agreement that underlies it and that without such waiver the Agreement would not have been agreed to. California Civil Code § 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

12.3 All Parties shall, by operation of the Final Order and Judgment, be deemed to assume the risk that facts additional, different, or contrary to the facts which each believes or understands to exist, may now exist or may be discovered after the release set forth in this Agreement becomes effective, and the Parties shall, by operation of the Final Order and Judgment, be deemed to have agreed that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the foregoing releases, which shall remain in full force and effect.

12.4 Nothing in this Agreement shall be construed in any way to prejudice or interfere with any Releasing Party's ability to pursue his, her, or its rights under

any applicable insurance policies. Furthermore, Released Claims do not include claims for personal and/or bodily injury or property damage to property other than the claimant's PWRcell System.

12.5 The release in Paragraph 12.1 shall not bar a claim, complaint, action, or proceeding for breach of this Settlement Agreement, which this Court shall retain jurisdiction to enforce.

13. EXCLUSIVE REMEDY; DISMISSAL OF ACTION; JURISDICTION OF COURT

13.1 This Agreement shall be the sole and exclusive remedy for any and all Released Claims. Upon entry of the Final Order and Judgment, each Participating Class Member shall be barred from initiating, asserting, or prosecuting any Released Claims against Defendants or the Releasees. If any Participating Class Member attempts to prosecute an action in contravention of the Final Order and Judgment and this Agreement, counsel for any of the Parties may forward this Agreement and the Final Order and Judgment to such Participating Class Member and advise him, her, or it of the releases provided pursuant to this Agreement.

13.2 Upon entry of Final Order and Judgment, the Action shall be dismissed with prejudice.

13.3 Before pursuing relief or submitting any dispute relating to this Agreement or the Actions to the Court, the Parties and Class Counsel agree to mediate the dispute before Robert Meyer.

13.4 The Court shall retain exclusive jurisdiction to enforce, interpret, and implement this Agreement, including any alleged violations, any disputes, and the terms of any order entered pursuant to this Agreement.

14. SUCCESSORS AND ASSIGNS

14.1 This Agreement and the obligations and benefits of this Agreement will be binding upon and inure to the benefit of, and be enforceable by and against, each of the Parties and their respective successors and assigns. The Parties have an affirmative duty to ensure that this Agreement and the obligations and benefits of this Agreement will be binding upon and inure to the benefit of, and be enforceable by and against, each of the Parties and their respective successors and assigns.

15. TERMINATION OF THE AGREEMENT

15.1 The performance of this Agreement is expressly contingent upon achieving the Effective Date. This includes both the entry of the Preliminary Approval Order approving this Agreement, including the Notice Plan, and the Final Order and Judgment approving this Agreement and the expiration of all appeal periods and appeal rights without modification to the Final Order and Judgment that any Party deems material. If the Court fails to issue either (i) the Preliminary Approval Order or (ii) the Final Order

and Judgment approving this Agreement without modification that any Party deems material following conclusion of the Final Approval Hearing, or if the circumstances in Paragraph 6.6 are elected, this Agreement will be deemed terminated.

15.2 If the Court orders additions or modifications to this Agreement deemed material by any Party, the Parties will each have the right to terminate the Settlement Agreement within 14 days from the date of the Court's order or proposal. If the other party contests the materiality of the addition or modification to the Agreement, the Parties shall mediate the issue before Robert Meyer or, if he is unavailable, a different person to whom the Parties mutually agree. If any Party elects to terminate the Settlement Agreement pursuant to this paragraph, the Agreement will be deemed null and void ab initio and the provisions of Paragraph 15.5 will apply.

15.3 If the Final Order and Judgment is vacated, modified in a manner deemed material by any Party, or reversed, in whole or in part, this Agreement will be deemed terminated (except with respect to rulings on any Fee Award or Service Award), unless all Parties who are adversely affected thereby, in their sole discretion within thirty (30) days of receipt of such ruling, provide written notice through counsel to Class Counsel and Defendants of their intent to proceed with this Agreement as modified by the Court or on appeal.

15.4 Notwithstanding the foregoing, the Parties will not be entitled to terminate this Settlement Agreement based on any order relating to Class Counsel's anticipated motion for a Fee, Cost, and Expense Award or to Plaintiffs' anticipated motion for service awards to the Named Plaintiffs, nor any appeal from such order or reversal or modification thereof.

15.5 If this Agreement is deemed terminated pursuant to any provision in Section 15, it will have no force or effect whatsoever, shall be null and void, and will not be admissible as evidence for any purpose in any pending or future litigation in any jurisdiction.

16. CONFIDENTIALITY

16.1 Other than responses to inquiries from governmental entities or as necessary to comply with federal and state tax and securities laws, no Party shall initiate any publicity relating to or make any public comment regarding this Agreement until a motion seeking the Preliminary Approval Order is filed with the Court.

16.2 Unless and until all Parties execute this Agreement and present it to the Court in a motion seeking the Preliminary Approval Order, the Parties agree that all terms of this Agreement will remain confidential and subject to Federal Rule of Evidence 408 (not including information related to this Agreement which is reasonably necessary to share for purposes of soliciting bids from prospective Settlement Administrators or as reasonably necessary to comply with securities laws, including without limitation, earnings calls or quarterly releases).

17. MISCELLANEOUS PROVISIONS

17.1 This Agreement, including all attached exhibits, shall constitute the entire agreement among the Parties (and covering the Parties and the Settlement Class) with regard to the subject matter of this Agreement and shall supersede any previous agreements and understandings between the Parties. Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

17.2 In entering into the Settlement Agreement, no Party has relied on, and neither Party will have any right or remedy based on, any statement, representation or warranty, whether made negligently or innocently, except those expressly set forth in the Agreement. No extrinsic evidence or parol evidence shall be used to interpret, explain, construe, contradict, or clarify this Settlement Agreement, its terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

17.3 This Agreement may not be changed, modified, or amended except in writing signed by Class Counsel and Defendants' Counsel, subject to Court approval if required.

17.4 Each person who executes this Agreement on behalf of a Party represents and warrants to the other Party that such person has all the requisite authority and has obtained all necessary approvals to do so. Each Party represents and warrants that it enters into this Agreement of his, her, or its own free will. Each Party is relying solely on its own judgment and knowledge and is not relying on any statement or representation made by any other Party or any other Party's agents or attorneys concerning the subject matter, basis, or effect of this Agreement.

17.5 This Agreement has been negotiated at arm's length by Class Counsel and Defendants' Counsel. In the event of any dispute arising out of this Agreement, or in any proceeding to enforce any of the terms of this Agreement, no Party shall be deemed to be the drafter of this Agreement or of any particular provision or provisions, and no part of this Agreement shall be construed against any Party on the basis of that Party's identity as the drafter of any part of this Agreement.

17.6 The Parties agree to work in good faith to effectuate the settlement proposed in this Agreement. The Parties agree to cooperate and to take all additional action that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement. The Parties' counsel shall take all reasonable steps to cause the Court to grant preliminary approval to this Agreement as promptly as practicable, to cooperate in addressing any Objections, and to obtain final approval of this Agreement. Defendants expressly reserve the right to oppose requests for attorneys' fees, costs, expenses, or service awards or for any particular amount. If the Court requires changes to the Agreement as a prerequisite to preliminary approval or final approval, the Parties shall negotiate in good faith regarding such changes. This Agreement shall be binding upon and inure to the benefit of all the Parties and Participating Class Members, and their respective representatives, heirs, successors, and assigns.

17.7 The headings in this Agreement are included for convenience only and shall not be deemed to constitute part of this Agreement or to affect its construction.

17.8 All time periods set forth herein shall be computed in calendar days unless otherwise indicated. If the date for performance of any act required by or under this Agreement falls on a Saturday, Sunday or court holiday, that act may be performed on the next business day with the same effect as if it had been performed on the day or within the period of time specified by or under this Agreement.

17.9 This Agreement shall be interpreted, enforced, construed and controlled by the laws of the State of Wisconsin, without reference to principles of conflicts of law or choice of law provisions.

17.10 Defendants and the other Releasees shall have the right to file the Settlement Agreement and/or the Final Approval Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good-faith settlement, judgment bar, reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

17.11 The following specific prohibitions shall apply to the Settlement Agreement:

(A) **No Assignment:** The Settlement Agreement, including any of the rights and duties of each Party under the Agreement, may not be assigned without prior written approval by the other Parties.

(B) **No Waiver:** No Party will be treated as having waived any rights or privileges, including attorney-client privilege, as the result of the Settlement Agreement. Additionally, a waiver of any breach of the Settlement Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of the Agreement.

(C) **No Third-Party Beneficiaries:** The Settlement Agreement does not confer any benefits on any third party.

17.12 This Agreement may be executed by the Parties in counterparts and exchanged by electronic means, including facsimile, PDF, and other electronic means, with the same effect as if all Parties had signed the same instrument.

17.13 Defendants reserve the right to continue any and all ordinary-course-of-business communications with Settlement Class Members. Should it become evident in the course of any such communication that a Settlement Class Member is inquiring regarding the settlement memorialized in this Agreement, Defendants shall refer the inquiry to the Settlement Administrator or to Class Counsel.

17.14 Notice. Any notice, instruction, court filing, or other document to be given by any Party to any other Party shall be in writing and sent by email delivered personally or sent by registered or certified mail, postage prepaid, or overnight delivery service to the respective representatives identified below or to other recipients as the Court

may specify. As of the date of this Agreement, these respective representatives are as follows:

For the Settlement Class:

For Plaintiffs:

KERSHAW TALLEY BARLOW PC

Ian J. Barlow

401 Watt Ave. Ste. 1

Sacramento, CA 95864

Telephone: (916) 244-4829

Email: ian@ktblegal.com

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

Mark P. Chalos

222 2nd Ave. South, Ste. 1640

Nashville, TN 37201

Telephone: (615) 313-9000

Email: mchalos@lchb.com

BRYSON, HARRIS, SUCIU & DEMAY

Scott C. Harris

900 W. Morgan St.

Raleigh, NC 27603

Telephone: (919) 600-5000

Email: sharris@brysonpllc.com

CAREY DANIS & LOWE

James J. Rosemergy

8235 Forsyth Blvd., Ste. 1100

St. Louis, MO 63105

Telephone: (314) 725-7700

Email: jrosemergy@careydanis.com

LEE SEGUI PLLC

Harper T. Segui

Thomas Pacheco

825 Lowcountry Blvd., 101

Mt. Pleasant, SC 29464

Telephone: (843) 790-6520

Email: hsegui@leesegui.com

Email: tpacheco@leesegui.com

For Defendants:

MAYER BROWN LLP

Michael J. Gill
Michael A. Olsen
Gina A. Jordt
Robert Entwisle
71 South Wacker Drive
Chicago, IL 60606
Telephone: (513) 579-6457
Facsimile: (513) 579-6457
Email: mgill@mayerbrown.com
Email: molsen@mayerbrown.com
Email: gjordt@mayerbrown.com
Email: rentwisle@mayerbrown.com

Elsbeth V. Hansen
3000 El Camino Real
Two Palo Alto Square, Suite 300
Palo Alto, CA 94306
Telephone: (650) 331-2043
Facsimile: (650) 331-2060
Email: ehansen@mayerbrown.com

Andrew J. Spadafora
1999 K Street, NW
Washington, DC 20006
Telephone: 202-263-3043
Fax: 202-263-3300
aspadafora@mayerbrown.com

17.15 This Agreement shall be dissolved, and shall be null and void, if the Parties do not execute this Agreement, if the Court does not preliminarily or finally approve this Agreement, or if this Agreement does not become final and effective due to any ruling on any appeals or remand from any appeals. If the Court does not approve this Agreement in its entirety (except as provided in Paragraph 15.4), or if the approval is not upheld in its entirety on any appeals and remand from any appeals, this Agreement cannot be enforced against either Party; in other words, until Final Approval, this Agreement's terms are not separable unless otherwise subsequently agreed in writing or except as provided in Paragraph 15.3.

17.16 The Parties each represent and warrant that they have not sold, assigned, transferred, conveyed, subrogated, or otherwise disposed of any claim or demand covered by this Agreement. If a Settlement Class Member has sold, assigned, transferred, conveyed, subrogated, or otherwise disposed of any claim or demand, the Person that acquired such claim or demand is bound by the terms of this Agreement to the same extent as the Settlement Class Member would have been but for the sale, assignment, transfer, conveyance, or other disposition.

17.17 The signatories to this Agreement represent that they have been duly authorized to execute this Agreement on behalf of the Parties they purport to represent.

Dated: 01/09/2026 .

Plaintiffs' Counsel

Ian J. Barlow
(Ian J. Barlow, Esq., No. 251475-0392)

Ian J. Barlow
on behalf of Plaintiffs

Dated: _____ .

Plaintiffs' Counsel

Mark P. Chalos
on behalf of Plaintiffs

Dated: _____ .

Plaintiffs' Counsel

Scott C. Harris
on behalf of Plaintiffs

Dated: _____ .

Plaintiffs' Counsel

James J. Rosemergy
on behalf of Plaintiffs

Dated: _____ .

Plaintiffs' Counsel

Harper T. Segui
on behalf of Plaintiffs


Dated: _____.

Plaintiffs' Counsel

Ian J. Barlow
on behalf of Plaintiffs

Dated: 09/01/2026.

Plaintiffs' Counsel


Mark P. Chalos (Jan 9, 2026 16:21:07 CST)
Mark P. Chalos
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Scott C. Harris
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

James J. Rosemergy
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Harper T. Segui
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Ian J. Barlow
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Mark P. Chalos
on behalf of Plaintiffs

Dated: 09/01/2026.

Plaintiffs' Counsel

Scott C. Harris

Scott C. Harris
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

James J. Rosemergy
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Harper T. Segui
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Ian J. Barlow
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Mark P. Chalos
on behalf of Plaintiffs


Dated: _____.

Plaintiffs' Counsel

Scott C. Harris
on behalf of Plaintiffs

Dated: 01/09/2026.

Plaintiffs' Counsel



James J. Rosemergy
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Harper T. Segui
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Ian J. Barlow
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Mark P. Chalos
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

Scott C. Harris
on behalf of Plaintiffs

Dated: _____.

Plaintiffs' Counsel

James J. Rosemergy
on behalf of Plaintiffs

Dated: 09/01/2026.

Plaintiffs' Counsel

Harper T. Segui

Harper T. Segui
on behalf of Plaintiffs

Dated: January 9, 2026.

Generac Holdings Inc. and Generac Power Systems,
Inc.

A handwritten signature in black ink, appearing to read 'Raj Kanuru', written in a cursive style.

Raj Kanuru
EVP & General Counsel

**Your Claim Form Must Be
Submitted On or Before
MM/DD/2026**

***In re: Generac Solar Power Systems Marketing Sales Practices and Products
Liability Litigation***

United States District Court for the Eastern District of Wisconsin (MDL No. 3078)

CLAIM FORM INSTRUCTIONS

You may submit a claim form if you are a current Owner and/or Primary User of a Generac PWRcell System purchased in the United States prior to 01/09/2026. Current Owner is defined as any person or entity that purchased and currently owns or has ownership rights to a PWRcell System. Primary User means a homeowner or other occupant of the property where a PWRcell System is installed who is financially responsible for the electric service on the premises. The Primary User may, but does not have to, be the Owner—and vice versa.

There are two claim processes:

- (1) **Easy Pay Option** for System Claim for Pre-Qualified Claimants: if your Settlement Notice included a Claim ID, you are pre-qualified for a System Claim. If you do not intend to seek reimbursement for out-of-pocket expenses or lost power generation, there is a simplified claims process that does not require any further documentation on your part. Simply follow the instructions on the Claim Form and use your Claim ID to quickly submit your System Claim
- (2) **Additional Compensation Claim Option** for all claimants who are not Pre-Qualified and/or who are seeking reimbursement for Out-of-Pocket Expenses or Loss of Power Generation. **You will need to complete the Claim Form in its entirety and provide documentation to substantiate your claim.**

If you are a Settlement Class Member, you are eligible to submit a Claim for a cash payment for one or more of the following:

System Claim. All Settlement Class Members are eligible for a cash payment on a per-PWRcell system basis, such that each the Owner and/or Primary User of a PWRcell System associated with one or more Valid Claims will be entitled to a single Settlement Payment. System Claim payments will be calculated based on the number of SnapRS devices included in your system. In the event Valid Claims are submitted by both an Owner and a Primary User for the same PWRcell System, the Owner and Primary User will each receive one-half (50%) of the total per-System Settlement Payment amount. If you received a Notice with a Claim ID, you are Pre-Qualified for a System Claim and do not need to provide further evidence regarding system use or ownership. Class Members who are not Pre-Qualified must submit proof of eligibility.

Out-of-Pocket Expenses. Settlement Class Members who paid for Snap-related system repairs, removal of their PWRcell System, or experienced other out of pocket expenses related to the SnapRS devices prior to 01/09/2026 may be eligible for additional compensation. You must submit documentation, such as receipts, to verify the costs you incurred. You may submit “self-prepared” documents to clarify or support other submitted documentation, but self-prepared documents by themselves are not sufficient to file a valid claim.

Loss of Power Generation. Settlement Class Members who experienced qualifying lost energy production as a result of issues with SnapRS devices may be eligible for additional compensation related to the economic loss associated with the loss of energy production. You have two options: (1) claimants who attest under penalty of perjury to more than two months

of power generation that is diminished by at least 25% are entitled to a flat award of \$150; or, (2) claimants may submit a claim for their full power loss, which must additionally be supported by documentation confirming the amount of the loss. This loss of power may be demonstrated by providing utility bills or reports from the PWRView app for the months that you claim were impacted.

If the Funds from which each type of claim are insufficient to fully compensate those claims, claimants will receive a pro-rata share of that fund based upon the value of their claims.

For more information on what you may claim and how awards will be determined, please review the Settlement Agreement and Allocation Protocol available on the Settlement Website, www.GeneracSnapSettlement.com.

TO RECEIVE MONETARY BENEFITS FROM THIS SETTLEMENT, YOU MUST:

- PROVIDE ALL OF THE INFORMATION IN PART 1;
- COMPLETE **EITHER** (1) PART 2, OR (2) PART 3 FOR THE CLAIMS YOU ARE MAKING, INCLUDING SUPPORTING DOCUMENTATION, IF APPLICABLE;
- SELECT YOUR METHOD OF PAYMENT IN SECTION 4; AND,
- SIGN THIS CLAIM FORM IN PART 5

YOU ARE ENCOURAGED TO FILE YOUR CLAIM ONLINE AT WWW.GENERACSNAPSETTLEMENT.COM. THIS CLAIM FORM SHOULD ONLY BE USED IF A CLAIM IS BEING MAILED IN AND NOT BEING FILED ONLINE.

If you have questions about the benefits available to you or need assistance completing the Claim Form, you can ask for free help any time by contacting the Settlement Administrator at xxx-xxx-xxxx or by emailing info@GeneracSnapSettlement.com. Generac is not administering the settlement, so please direct all questions regarding the settlement or claim submission process to the Settlement Administrator. Do not contact Generac Customer Service.

PART 1: CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form. All fields are required.

<input type="text"/>	<input type="text"/>	
First Name	Last Name	
<input type="text"/>		
Street Address		
<input type="text"/>	<input type="text"/>	<input type="text"/>
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address	Phone Number	Settlement Claim ID (if known)

If you are submitting a claim on behalf of an entity, provide the name of the entity and the source of your authority to make a claim on its behalf.

PART 2: PRE-QUALIFIED EASY PAY FOR SYSTEM CLAIM ONLY

Claimants who do not intend to make a claim for Out-of-Pocket Expenses or Loss of Power generation that received a Notice with a Claim ID are pre-qualified to receive the base System award available to all Class Members without the need for additional documentation by selecting the Easy Pay Claim option.

IF YOU DID NOT RECEIVE A SETTLEMENT CLAIM ID, OR YOU INTEND TO EXERCISE THE ADDITIONAL COMPENSATION CLAIM OPTION FOR OUT-OF-POCKET EXPENSES OR DEMONSTRABLE LOST ENERGY PRODUCTION, YOU CANNOT USE THE EASY PAY OPTION. SKIP TO PART 3.

Check this box if you would like to make an Easy Pay System Claim.

Provide the Settlement Claim ID as shown on the Email or Postcard Notice that you received.

Settlement Claim ID: _____

BY SELECTING THIS OPTION, YOU CONFIRM THAT YOU ARE NOT ASSERTING A CLAIM FOR OUT-OF-POCKET EXPENSES OR LOSS OF POWER GENERATION. DO NOT ATTACH ANY FURTHER DOCUMENTATION. SKIP TO PART 6 TO CONTINUE YOUR CLAIM.

PART 3: ALL OTHER CLAIMS

PART 3A: SYSTEM CLAIM

Check this box if you would like to make a System Claim.

3A. Pre-Qualified Class Members

If you received a Notice with a Claim ID, you are Pre-Qualified to receive a System Claim without the need for further documentation. Provide the Settlement Claim ID as shown on the Email or Postcard Notice that you received.

Settlement Claim ID: _____

THERE IS NO NEED TO PROVIDE FURTHER INFORMATION OR DOCUMENTATION TO RECEIVE THIS AWARD. SKIP TO PART 4

3B. Proof of Qualifying Use or Ownership of System:

Primary User – I am financially responsible for the electricity for a home with a Generac PWRcell system installed.

System Owner – I own a Generac PWRcell System or have an ownership interest in a Generac PWRcell System.

* The Primary User may, but does not have to, be the Owner of the System—and vice versa.

3C. Provide the Generac PWRcell System Serial Number shown on your system’s Inverter or in the Mobile Link app.

PWRcell System Serial Number: _____

3D. Provide the number of SnapRS Devices associated with the claimed system.

Number of SnapRS Devices: _____

(To determine the number of SnapRS Devices, use the right arrow on your inverter to scroll through the device pages until you get to a page labeled “PV Link.” Note that you may have more than one PV Link associated with your system. Select the PV Link to enter settings for that device. Scroll down until you get to Module Settings (or Diagnostics). Look for the line that says “SnapRSInstalled” (or Inst). This should display the number of SnapRS devices installed on your system.)

In the alternative, count the number of solar panels in your system. There should be one (1) SnapRS for each panel.

3E. Provide the date your Generac PWRcell Systems was purchased (an estimate is acceptable).

Date Purchased: ____/____/____ (MM/DD/YYYY)

- Additionally, you need to provide evidence that you own or have an ownership interest in your Generac PWRcell system, which can be in the form of receipts, a purchase contract, other form of agreement or contract, or a photograph of the Inverter with the serial number visible. Check this box to confirm that such documentation is included with your Claim Form submission.

IF YOU DO NOT INTEND TO ASSERT A CLAIM FOR OUT-OF-POCKET EXPENSES OR LOSS OF POWER GENERATION, SKIP TO PART 6 TO CONTINUE YOUR CLAIM. OTHERWISE, CONTINUE TO THE NEXT PART.

PART 3B: OUT-OF-POCKET EXPENSES

The settlement provides for reimbursement of **documented** out-of-pocket expenses for Snap-related system repairs, removal of a PWRcell System, or experienced other out of pocket expenses related to the SnapRS devices prior to 01/09/2026. To be eligible for reimbursement, you must provide **pre-settlement receipts** (or estimates in some cases) reflecting expenses related to the SnapRS devices. You may submit “self-prepared” documents to add clarity, context, or support other submitted documentation, but self-prepared documents by themselves are **not sufficient** to file a valid claim.

- Check this box if you would like to make a claim for reimbursement of out-of-pocket expenses. (If not, skip this section and continue to Part 5)

Expense Category & Proof Required	Description of Expense	Total Amount Claimed	Support Provided
Repairs: Receipts pre-dating settlement showing amount paid for Snap-related repair.		\$ _____	<input type="checkbox"/>
Removal: Receipts or estimates pre-dating settlement showing actual or anticipated system removal.		\$ _____	<input type="checkbox"/>

<p>Miscellaneous: Receipts or estimates pre-dating settlement showing other out of pocket expenses with a demonstrated connection to a Snap issue (e.g., inspections, recertifications, permitting, etc.)</p>		<p>\$ _____</p>	<p><input type="checkbox"/></p>
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Attach additional pages if necessary.

PART 3C: LOSS OF POWER GENERATION

The settlement provides for economic loss attributable to loss of power generation related to the SnapRS failures prior to 01/09/2026. To be eligible for reimbursement, you must demonstrate that you experienced a reduction of power generation of 25% or more for two or more months in the aggregate.

Check this box if you financially responsible for the utilities at a property with a Generac PWRcell System and are making a claim for economic loss stemming from a loss of power generation related to SnapRS devices connected to that system. (If not, skip this section and continue to Part 6)

There are two ways to make a Loss of Power Generation Claim:

- Verify under penalty of perjury that you experienced a qualifying loss, get (up to) \$150.
- Submit valid proof reflecting the actual amount of your loss, get reimbursed up to the amount of that loss.

The proof demonstrating a quantifiable loss of energy production can be documentation in the form of monthly Power Generation Monitoring Reports from the Generac PWRView App, utility bills, documentation from installers and service providers, and/or other comparable documentary evidence verifying a reduction in power generation and the amount of the associated economic loss. Expected output can be demonstrated through documentation provided in conjunction with the purchase of the system or online tools like NREL’s PVWatts Calculator (<https://pvwatts.nrel.gov/index.php>).

Claim Election

\$150 Claim: I attest, under penalty of perjury, that to the best of my knowledge and belief, I experienced at least two months where my solar energy system produced less than 75% of its expected production as a result of a problem with the SnapRS switches connected to my system. In lieu of receiving my actual damages, I accept \$150.

or

Full Loss Claim: I attest, under penalty of perjury, that to the best of my knowledge and belief, I experienced at least two months where my solar energy system produced less than 75% of its expected production as a result of a problem with the SnapRS switches connected to my system. The losses are documented in the table below, and supporting documentation is attached. I understand that if the documentation is deemed insufficient by the Settlement Administrator, I will receive a maximum of \$100.

Outage Period (Month/Year)	Lost Power Generation (kWh)	Utility Rate (\$/kWh)	Economic Loss (Utility Rate x kWh Lost)
9/21		XXX	
2/22		XXX	

*If you are claiming additional months, please attach the additional to your Claim Form

A Full Loss Claim requires documentation of reduced system energy production and energy rate. Check this box to confirm that such documentation is included with your Claim Form submission.

PART 4: PAYMENT SELECTION

6A. Select one of the following payment options, which will be used should you be eligible to receive a settlement payment.

Preferred Payment Method: PayPal Venmo Zelle Check (sent to Part. I address)

6B. Provide the mobile phone number or Email address associated with your PayPal, Venmo, or Zelle account.

Mobile Number/Email Address: _____

PART 5: ATTESTATION & SIGNATURE

I swear and affirm that the information provided in this Claim Form, and any supporting documentation provided is true and correct to the best of my knowledge. I understand that my Claim is subject to verification and may be checked against other available information, and that I may be asked to provide supplemental information by the Settlement Administrator before my Claim is considered complete and valid.

Signature

Printed Name

Date

THE EASIEST WAY TO SUBMIT YOUR CLAIMS IS ONLINE AT www.SettlementWebsite.com

You may also print out and complete this Claim Form, and submit it by U.S. mail to:

Generac PWRcell Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

The deadline to submit a Claim Form online is **Month DD, 2026**. If you are mailing your Claim Form, it must be mailed with a postmark date no later than **Month DD, 2026**.

U.S. District Court for the Eastern District of Wisconsin

If you purchased or utilized a Generac PWRcell Solar System before January 9, 2026, you may be entitled to benefits from a class action Settlement.

*A Court has authorized this notice. This is **not** a solicitation from a lawyer.*

- A \$15,000,000 settlement has been reached in a class action lawsuit against Generac Holdings Inc. (“Holdings”) and Generac Power Systems, Inc (“Generac”) (collectively, “Defendants”) relating to certain components of Generac PWRcell solar power systems called SnapRS devices.
- You are part of the Settlement Class if you are an individual residing in the United States and are the current Owner and/or the Primary User of Generac PWRcell Systems purchased in the United States before January 9, 2026. Current Owner is defined as any person or entity that holds contractual ownership rights to a PWRcell System. Primary User means a homeowner or other occupant of the property where a PWRcell System is installed who is financially responsible for the electric service on the premises. The Primary User may, but does not have to, be the Owner—and vice versa.
- Under the terms of the Settlement, all Settlement Class Members who purchased their Systems before May 2022 will receive non-monetary benefits in the form of warranty changes. All Settlement Class Members, regardless of the date of purchase, will have access to educational materials related to possible Snap-related error codes. Settlement Class Members who submit a timely Valid Claim Form may be able to receive a cash payment.

This notice may affect your rights. Please read it carefully.

Your Legal Rights and Options		Deadline
Submit a Claim Form	The only way to get monetary Settlement benefits is to submit an Approved Claim.	Submitted online or Postmarked by Month DD, 202x
Opt out of the Settlement	Get no monetary Settlement benefits. Keep your right to file your own lawsuit against Defendant about the legal claims in this lawsuit.	Submitted online or Postmarked by Month DD, 202x
Object to the Settlement	Stay in the Settlement, but tell the Court why you do not agree with the Settlement. You will still be bound by the Settlement if the Court approves it.	Postmarked by Month DD, 202x
Do Nothing	Get no monetary Settlement benefits. Be bound by the Settlement.	No Deadline

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court must still decide whether to approve the Settlement. There will be no Settlement benefits unless the Court approves the Settlement, and it becomes final.

BASIC INFORMATION

1. Why is this Notice being provided?

A Court authorized this Notice because you have the right to know about the proposed Settlement of this class action lawsuit and all of your rights and options before the Court decides to grant Final Approval of the Settlement. This Notice explains the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible for the benefits, and how to get them.

The Honorable Lynn Adelman of the United States District Court for the Eastern District of Wisconsin is overseeing this class action. The lawsuit is known as *In re: Generac Solar Power Systems Marketing Sales Practices and Products Liability Litigation*. MDL No. 3078 (“Action”). The persons who filed this Action are called the “Plaintiffs” and/or “Class Representatives” and the companies sued, Generac Holdings Inc. and Generac Power Systems, Inc, are called the “Defendants.”

2. What is this Action about?

This class action lawsuit claims that certain components of PWRcell Solar Power Systems, called SnapRS devices, may overheat, melt, or fail, causing system shutdowns and performance issues with the system as a whole.

Defendants deny these allegations and deny any wrongdoing or liability. The Court has not decided who is right. Instead, Plaintiffs and Defendants have agreed to a settlement to avoid the risk, cost, and time of continuing the Action.

3. Why is the Action a class action?

In a class action, one or more people (called plaintiff(s) or class representative(s)) sue on behalf of all people who have similar legal claims. Together, all these people are called a “class” or “class members.” If the plaintiffs and defendants reach a settlement, the court resolves the issues for all class members via the settlement, except for those class members who timely opt out (exclude themselves) from the settlement.

The proposed Class Representatives in this lawsuit are Plaintiffs Robert Ammon, Marcia Baltimore, Nicole Kibert Basler, John Bettorf, Paul Cartmell, Steve Cothren, Geoff Edwards, Miles Fawcett, Joel Galarza, Melissa Gibson, Daniel Haak, Christopher Helmers, Kevin Hemphill, Albert Kates, Craig Lauder, Kathryn Locatell, Jodi Matas, Dustin Moon, Lori Morse, Adam Plichta, Jason Poston, Anita Richardson, Michael Shirk, Allan Slater, Carolyn Slusher, Rabia Stevenson, Beverly Taylor, Margaret Venema, Kerri Vincent, James Ward, and Mark Wasserman.

4. Why is there a Settlement?

Plaintiffs and Defendants do not agree about the legal claims made in the Action. The Action has not gone to trial, and the Court has not decided in favor of Plaintiffs or Defendants. Instead, Plaintiffs and Defendants have agreed to settle the Action. The Class Representatives believe the Settlement is best for all individuals in the Settlement Class because of the benefits available to the Settlement Class and the risks and uncertainty associated with continuing the Action.

WHO IS INCLUDED IN THE SETTLEMENT?

Questions? Go to [www. GeneracSnapSettlement.com](http://www.GeneracSnapSettlement.com) or call 1-XXX-XXX-XXXX

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

You are part of the Settlement Class if you are an entity or individual residing in the United States and are the current Owner and/or Primary User of a Generac PWRcell Systems purchased in the United States before January 9, 2026.

- **Current Owner** is defined as any person or entity that holds contractual ownership rights to a PWRcell System.
- **Primary User** means a homeowner or other occupant of the property where a PWRcell System is installed who is financially responsible for the electric service on the premises.

The Primary User may, but does not have to, be the Owner—and vice versa.

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

Yes. Excluded from the Settlement Class are (i) Defendants, their subsidiaries and affiliates, officers, directors, and employees; (ii) the judge to whom these cases are or have been assigned and any member of the judge's immediate family; (iii) any persons who timely exclude themselves from the Settlement Class in accordance with the procedures set forth in Section 6; and (iv) Class Counsel and counsel for Defendants.

7. What if I am still not sure whether I am part of the Settlement?

If you are still not sure whether you are a Settlement Class Member, you may go to the Settlement Website at www.GeneracSnapSettlement.com or call the Settlement Administrator's toll-free telephone number at 1-XXX-XXX-XXXX.

THE SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

8. What does the Settlement provide?

Generac will provide \$15,000,000 into a Settlement Fund, which will include payments to eligible Class Members who submit a Valid Claim in accordance with Section 3.11 of the settlement agreement.

Certain Settlement Class Members will receive non-monetary benefits in the form of warranty changes. All Settlement Class Members will receive non-monetary educational materials for Snap-related failures. Complete details are available in the Settlement Agreement (section 3.7) available at www.GeneracSnapSettlement.com.

You must submit a timely Valid Claim Form to be eligible to receive a cash payment.

In addition to the non-monetary benefits, there are three types of financial benefits available to eligible Class Members.

- A portion of the Settlement Fund has been allocated to compensate ALL eligible Class Members. Those who submit Valid Claims will receive a pro-rata share of that fund. A Class Member need only establish their status as Owner or Primary User of an eligible PWRcell system to qualify for this benefit.

Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

- Additionally, Class Members who can provide satisfactory evidence of out-of-pocket financial losses associated with a SnapRS-related problem may be eligible for reimbursement of all or some of that loss.
- Finally, Class Members who can provide satisfactory evidence of a significant loss of energy generation associated with a SnapRS-related problem for 2 or more months may be eligible for additional compensation.

Details regarding the eligibility criteria for these awards can be found on the Claim Form. Note that where a PWRcell System has both a Current Owner and Primary User and either Class Member submits a valid opt out notice as set forth below, both will be opted out and will be ineligible to make a claim under the settlement, but will not release their claims against Defendants.

9. What am I giving up to receive Settlement benefits or stay in the Settlement Class?

Unless you opt out of the Settlement, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all Court orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against the Released Parties, including Defendants, about the legal issues in this lawsuit that are released by this Settlement. The specific rights you are giving up are called “Released Claims.”

10. What are the Released Claims?

The Settlement Agreement in Section 12 describes the Release, in necessary legal terminology, so please read this section carefully. The Settlement Agreement is available at www.GeneracSnapSettlement.com or in the public Court records on file in this lawsuit. For questions regarding the Release and what the language in the Settlement Agreement means, you can also contact Class Counsel listed in Question 15 for free, or you can talk to your own lawyer at your own expense.

HOW TO GET BENEFITS FROM THE SETTLEMENT

11. How do I make a claim for Settlement benefits?

To receive any of the benefits described in Question 8, you must submit Claim Form, **postmarked or submitted online by Month DD, 202Y**. Claim Forms may be submitted online at www.GeneracSnapSettlement.com or printed from the Settlement Website and mailed to the Settlement Administrator at the address on the Claim Form. The quickest way to submit a claim is online. Claim Forms are also available by calling 1-XXX-XXX-XXXX or by writing to:

Generac PWRcell Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

Claim Forms must be submitted online or by mail postmarked by Month DD, 202Y.

12. What happens if my contact information changes after I submit a Claim?

Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

If you change your mailing address or email address after you submit a Claim Form, it is your responsibility to inform the Settlement Administrator of your updated information. You may notify the Settlement Administrator of any changes by calling 1-XXX-XXX-XXXX or by writing to:

Generac PWRcell Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

13. When will I receive my Settlement benefits?

If you submit a timely and Approved Claim, payment will be made to you by the Settlement Administrator after the Settlement is approved by the Court and becomes final.

It may take time for the Settlement to be approved and become final. Please be patient and check www.GeneracSnapSettlement.com for updates.

As noted above, where a PWRcell System has both a Current Owner and Primary User and either Class Member submits a valid opt out notice as set forth below, both will be opted out and will be ineligible to make a claim under the Settlement, but will not release their claims against Defendants. You will be notified if you cannot receive Settlement benefits for this reason.

14. How will I receive my payment?

Several electronic payment options will be available, or you can elect a check. If you submit a timely Claim Form for payment, and if your claim and the Settlement are finally approved, you will be sent an electronic payment to the electronic payment option that you select when you file your claim, or will be sent a paper check if you select that option. Please ensure you have provided a current and complete email address. If you select a paper check, the Settlement Administrator will attempt to send you a check to the physical address submitted on your Claim Form.

THE LAWYERS REPRESENTING YOU

15. Do I have a lawyer in this lawsuit?

Yes, the Court has appointed Ian K. Barlow of Kershaw Talley Barlow PC; Mark P. Chalos of Loeff Cabraser Heimann & Bernstein, LLP; Scott C. Harris of Bryson, Harris, Suci, & Demay, PLLC; James J. Rosemergy of Carey Danis & Lowe; Harper T. Segui of Lee Segui PLLC as Class Counsel to represent you and the Settlement Class for the purposes of this Settlement. You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this lawsuit.

Class Counsel may be contacted at the following addresses and phone numbers:

<p>Ian J. Barlow Kershaw Talley Barlow PC 401 Watt Ave - Ste 1 Sacramento, CA 95864 Tel: (916) -779-7000 ian@ktblegal.com</p>	<p>Mark P. Chalos Lieff Cabraser Heimann & Bernstein LLP 222 2nd Ave. South, Ste. 1640 Nashville, TN 37201 Tel: (615) 313-9000 mchalos@lchb.com</p>	<p>Scott C. Harris Bryson, Harris, Suci, Demay PLLC 900 West Morgan Street Raleigh, NC 27603 Tel: (919) 600-5000 sharris@brysonpllc.com</p>
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Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

<p>James J. Rosemergy Carey Danis & Lowe 8235 Forsyth Blvd., Ste. 1100 St. Louis, MO 63105 Tel: (314) 725-7700 jrosemergy@careydanis.com</p>	<p>Harper T. Segui Lee Segui PLLC. 825 Lowcountry Blvd., 101 Mt. Pleasant, SC 29464 Tel: (843) 790-6520 hsegui@leesegui.com</p>	
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16. How will Class Counsel be paid?

Class Counsel will file a motion asking the Court to award a reasonable proportion of the Settlement Fund as payment of any reasonable attorneys’ fees and costs. The Court may award less than the amount requested. Class Counsel will also request approval of service awards of five thousand dollars (\$5,000) for each Class Representatives. If awarded by the Court, the Settlement Administrator will pay attorneys’ fees, litigation expenses, and service awards out of the Settlement Fund.

Class Counsel’s motion for attorneys’ fees, litigation expenses, and service awards will be made available on the Settlement Website at www.GeneracSnapSettlement.com before the deadline for you to object to or opt out of the Settlement.

OPTING OUT OF THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue or continue to sue the Released Parties on your own based on the legal claims raised in this lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called opting out of the Settlement.

17. How do I opt out of the Settlement?

To opt out of the Settlement, you must timely mail written notice, or submit electronically on the Settlement Website, a request to opt out. The written notice must include:

- (1) The name of the proceedings titled *In re: Generac Solar Power Systems Marketing Sales Practices and Products Liability Litigation*, MDL No. 3078.
- (2) Your full name, telephone, and current address.
- (3) A statement indicating your “request for exclusion” or “opt-out” from the Settlement Class or a comparable statement that the individual does not wish to participate in the Settlement at the top of the communication.
- (4) Your physical signature as a Settlement Class Member.

If you are opting out on behalf of an entity rather than in your individual capacity, you should also include the name of that entity and the basis for your authority to act on its behalf.

The opt out request must be **mailed, or submitted on the Settlement Website**, to the Settlement Administrator at the following address, and be **postmarked on or before Month DD, 202Y**:

Generac PWRcell Settlement Administrator
Exclusions
P.O. Box XXX
Baton Rouge, LA 70821

Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

You cannot opt out by telephone.

“Mass” or “class” requests for exclusion filed by third parties on behalf of a “mass” or “class” of Settlement Class Members or multiple Settlement Class Members where an opt out has not been signed by each and every individual Settlement Class Member will not be allowed.

Any Settlement Class Member who does not file a timely Request for Exclusion will lose the opportunity to exclude himself or herself from the Settlement and will be bound by the Settlement.

18. If I opt out can I still get anything from the Settlement?

No. If you opt out, you will not be entitled to receive any Settlement benefits, but you will not be bound by any judgment in this lawsuit. You can only get Settlement benefits if you stay in the Settlement and submit a Valid Claim.

19. If I do not opt out, can I sue Defendants for the same thing later?

No. Unless you opt out, you give up any right to sue Defendants and other Released Parties for the legal claims this Settlement resolves and Releases relating to the Action. You must opt out of the lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against Defendants or other Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

20. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court you do not agree with all or any part of the Settlement and/or Class Counsel’s motion for attorneys’ fees and expenses.

To object, you must mail a timely, written objection stating that you object. Your objection must be **postmarked by Month DD, 202Y**.

The objection must also include all of the following information:

- (i) Identify the case name and number.
- (ii) The Settlement Class Member’s full name, current mailing address, telephone number, and email address.
- (iii) A statement that states with specificity the grounds for the objection, as well as any documents supporting the objection.
- (iv) A statement as to whether the objection applies only to the objector, to a specific subset of the class, or to the entire class.
- (v) The identity of any attorneys representing the objector.
- (vi) A statement regarding whether the Settlement Class Member (or their attorney) intends to appear at the Final Approval Hearing.
- (vii) A list of all other matters in which the objecting Settlement Class Member and/or their attorney has lodged an objection to a class action settlement.
- (viii) The signature (or electronic equivalent) of the Settlement Class Member or the Settlement Class Member’s attorney.

Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

If you are objecting on behalf of an entity rather than in your individual capacity, you should also include the name of that entity and the basis for your authority to act on its behalf.

To be timely, Class Members must electronically file with the Court via the Court's ECF system, or by delivery to the Clerk of the Court by mail, express mail, or personal delivery, a written statement of the objection(s), and send copies to Class Counsel and Defendants' Counsel. Objections must be mailed **submitted online or postmarked by Month DD, 202Y**.

Any Settlement Class Member who fails to comply with the requirements for objecting detailed above will waive and forfeit any and all rights they may have to appear separately and/or to object to the Settlement Agreement and will be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in the lawsuit.

21. What is the difference between objecting and asking to opt out?

Objecting is simply telling the Court you do not like something about some aspect of the Settlement. You can object only if you stay in the Settlement Class (meaning you do not opt out of the Settlement). Opting out of the Settlement is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you opt out, you cannot object to the Settlement.

THE FINAL APPROVAL HEARING

22. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **Month DD, 202Y, at XX:XX a.m./p.m.** before the Honorable Lynn Adelman of the United States District Court for the Eastern District of Wisconsin, 517 E. Wisconsin Ave, Milwaukee, WI 53202.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve the Settlement, Class Counsel's application for attorneys' Fee Awards and Service Awards. If there are objections, the Court will consider them. The Court will also listen to Settlement Class Members who have asked to speak at the hearing.

Note: The Court may opt to hold the hearing in person, via Zoom, or via conference call, or may determine that a hearing is not necessary. Additionally, the date and time of the Final Approval Hearing are subject to change. These details and any changes will be posted at www.GeneracSnapSettlement.com.

23. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you mail an objection, you do not have to attend the Final Approval Hearing to speak about it. As long as you mail your written objection on time, the Court will consider it.

24. May I speak at the Final Approval Hearing?

Yes, provided you have properly submitted an objection using the process described above, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you, but you will have to pay for the lawyer yourself.

Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

If you want to appear, or if you want your own lawyer instead of Class Counsel to speak for you at the Final Approval Hearing, you must follow all of the procedures for objecting to the Settlement listed in Question 20 above—and specifically include a statement whether you and your lawyer will appear at the Final Approval Hearing.

IF YOU DO NOTHING

25. What happens if I do nothing at all?

If you are a Settlement Class Member and you do nothing, you will not receive any monetary Settlement benefits, and you will give up rights explained in the “Opting Out of the Settlement” section of this notice, including your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against any of the Released Parties, including Defendants, about the legal issues in this lawsuit that are released by the Settlement Agreement relating to the Action.

GETTING MORE INFORMATION

26. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.GeneracSnapSettlement.com, by calling 1-XXX-XXX-XXXX or by writing to:

Generac PWRcell Settlement Administrator
P.O. Box XXX
Baton Rouge, LA 70821

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT’S CLERK OFFICE
REGARDING THIS NOTICE.**

Questions? Go to www.GeneracSnapSettlement.com or call 1-XXX-XXX-XXXX

If you purchased or utilized a Generac PWRcell Solar System before January 9, 2026, you may be entitled to benefits from a class action Settlement.

A court authorized this notice. This is not a solicitation from a lawyer.

This notice is only a summary of the key Settlement terms. The Settlement Agreement and Long Form Notice are available on the Settlement Website at www.GeneracSnapSettlement.com or by calling 1-XXX-XXX-XXXX.

A proposed settlement has been reached in a class action lawsuit against Generac Holdings Inc. (“Holdings”) and Generac Power Systems, Inc (“Generac”) (Collectively, “Defendants”) relating to certain components of Generac PWRcell solar power systems called SnapRS devices. The lawsuit claims these devices may overheat, melt, or fail, causing shutdowns and performance issues with the systems as a whole. Defendants deny all allegations. The case is titled *In re: Generac Solar Power Systems Marketing Sales Practices and Products Liability Litigation*, MDL No. 3078 (E.D. Wis.). The settlement is not an admission of liability.

Am I included?

The Settlement Class includes all current Owners and Primary Users of Generac PWRcell Systems purchased in the United States before January 9, 2026. Current Owner is defined as any person or entity that holds contractual ownership rights to a PWRcell System. Primary User means a homeowner or other occupant of the property where a PWRcell System is installed who is financially responsible for the electric service on the premises. The Primary User may, but does not have to, be the Owner—and vice versa.

If you received this notice, you are pre-qualified as a Settlement Class Member.

What are the benefits?

Generac will provide \$15,000,000 into a Settlement Fund, which will make payments to eligible Class Members who submit a Valid Claim in accordance with the Plan of Allocation. These payments include cash awards to all eligible Settlement Class Members, as well as additional compensation for Settlement Class Members who have incurred demonstrable financial loss or loss of power generation related to the SnapRS devices. All Settlement Class Members will also receive non-monetary benefits in the form of educational materials for Snap-related failures, and certain Settlement Class Members will receive warranty changes.

How do I receive a payment?

Settlement Class Members must submit a Claim Form online at www.GeneracSnapSettlement.com or by mail postmarked by **Month DD, 202Y** to the Settlement Administrator. Use the Settlement Claim ID provided to submit a claim form as a pre-qualified Owner/Primary User. If you do not submit a Claim Form, you will not receive any monetary Settlement benefits.

What are my options?

Submit a Claim Form: If you submit a Claim Form, you may receive a monetary award but will not be able to sue or continue to sue the Defendants about the claims resolved by this Settlement.

Exclude Yourself: If you do not want to be legally bound by the Settlement, you must exclude yourself; you will not receive any monetary Settlement benefits, but you will keep your right to sue the Defendants in a separate lawsuit about the claims resolved by this Settlement.

Object: If you do not exclude yourself, you can object to the Settlement. Any Settlement Class Member who does not submit a timely and valid objection gives up the right to object or to speak at the Final Approval Hearing. You will be bound by the Settlement Agreement, and will no longer be able to make any objection to the Settlement.

Complete details on how to exclude yourself or object to the Settlement are available at www.GeneracSnapSettlement.com. The deadline to exclude yourself or object is **Month DD, 202Y**.

Do Nothing: If you do nothing, you will remain in the class, you will not be eligible for monetary benefits, and you will be bound by the decision of the Court and give up your rights to sue Defendants for the claims resolved by this Settlement.

Has the Court approved the Settlement?

No. The Court will hold a Final Approval Hearing on [Date], at [Time], to determine whether the Settlement is fair, reasonable, and adequate, and to consider attorney Fee Awards and Service Awards (\$5,000 each) to the Settlement Class Representatives. Class Counsel's Motion for attorney Fee Awards will be available on the Settlement Website after it is filed with the Court. If there are objections, the Court will consider them.

You or your own lawyer, if you have one, may ask to appear and speak at the hearing at your own cost, but it is not required. You do not need to attend the hearing to receive benefits.

How do I get more information?

This notice is only a summary. For additional information, please visit www.GeneracSnapSettlement.com or call toll-free 1-XXX-XXX-XXX. You may also write to the Settlement Administrator at Generac PWRcell Settlement, P.O. Box XXX, Baton Rouge, LA 70821. Generac is not administering the settlement so please direct all questions regarding the settlement or claims to the Settlement Administrator.

If you purchased or use a Generac PWRcell Solar System before Month DD, 202Y, you may be entitled to benefits from a class action Settlement.

Learn More



If you purchased or use a Generac PWRcell Solar System before Month DD, 202Y, you may be entitled to benefits from a class action Settlement.

[Learn More](#)

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

IN RE: GENERAC SOLAR POWER
SYSTEMS MARKETING, SALES
PRACTICES, AND PRODUCTS
LIABILITY LITIGATION

This Document Related to All Cases

Case No. 23-md-3078

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

THIS MATTER is before the Court on Plaintiffs' Motion, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for entry of an order preliminarily approving the settlement of this Action pursuant to the settlement agreement fully executed on January 9, 2026 (the "Settlement Agreement"), which, together with its attached exhibits, sets forth the terms and conditions for a proposed settlement of the Action. The Court has read and considered the Settlement Agreement with its exhibits, and Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, and the argument of counsel as the record may reflect.

NOW, THEREFORE, IT IS ON THIS ____ DAY OF ____, 2026, ORDERED THAT:

1. This Order incorporates by reference the definitions in the Settlement Agreement, and all terms used in this Order shall have the same meanings as set forth in the Settlement Agreement.

2. The Court preliminarily approves the Settlement Agreement as being within the realm of reasonableness to the Settlement Class, subject to further considerations at the Final Approval Hearing described below.

3. Pursuant to Rule 23, the Court certifies, solely for purposes of effectuating the Settlement Agreement, the "Settlement Class" defined as all current Owners and Primary Users of Generac PWRcell Systems purchased in the United States prior to the Execution Date of the Settlement Agreement.

a. For purposes of effectuating the Settlement Agreement, a "Settlement Class Member" is any person or entity who qualifies under the definition of "Settlement Class."

b. For purposes of effectuating the Settlement Agreement, an "Owner" is any natural person or entity that holds contractual ownership rights to a PWRcell System and may, but need not, be the Primary User.

c. For purposes of effectuating the Settlement Agreement, a “Primary User” is the homeowner or other occupant of the premises at which a PWRcell System is installed who is financially responsible for the electric service on the premises and may, but need not, be the Owner.

d. Excluded from the Settlement Class are: (1) Defendants, their subsidiaries and affiliates, officers, directors, and employees; (2) the judge to whom these cases are or have been assigned and any member of the judge’s immediate family; (3) any persons who timely exclude themselves from the Settlement Class in accordance with the procedures set forth in Section 6; and (4) Class Counsel and counsel for Defendants.

4. The Court appoints Plaintiffs Robert Ammon, Marcia Baltimore, Nicole Kibert Basler, John Bettorf, Paul Cartmell, Steve Cothren, Geoff Edwards, Miles Fawcett, Joel Galarza, Melissa Gibson, Daniel Haak, Christopher Helmers, Kevin Hemphill, Albert Kates, Craig Lauder, Kathryn Locatell, Jodi Matas, Dustin Moon, Lori Morse, Adam Plichta, Jason Poston, Anita Richardson, Michael Shirk, Allan Slater, Carolyn Slusher, Rabia Stevenson, Beverly Taylor, Margaret Venema, Kerri Vincent, James Ward, and Mark Wasserman as Settlement Class Representatives.

5. The Court appoints the following as Settlement Class Counsel: Ian J. Barlow of Kershaw Talley Barlow PC; Mark P. Chalos of Lieff Cabraser Heimann & Bernstein, LLP; Scott C. Harris of Bryson, Harris, Suciu & Demay PLLC; James J. Rosemergy of Carey Danis & Lowe; and Harper T. Segui of Lee Segui PLLC. Any Settlement Class Member may enter an appearance in the Action, at his, her, or its own expense. However, if they do not enter an appearance, they will be represented by Settlement Class Counsel.

6. The Court preliminarily finds, solely for purposes of effectuating the Settlement Agreement, that: (a) the Settlement Class is so numerous that joinder of all Settlement Class Members in the Action is impracticable; (b) there are questions of law and fact common to the Settlement Class that predominate over any individual questions; (c) the claims of the Settlement Class Representatives are typical of the claims of the Settlement Class; (d) Settlement Class Representatives and Settlement Class Counsel have fairly and adequately represented and protected the interests of the Settlement Class and will continue to do so; and (e) a class action is superior to all other available methods for the fair and efficient adjudication of the controversy.

7. The Court preliminarily finds, solely for purposes of effectuating the Settlement Agreement, that the Settlement Agreement satisfies Rule 23 and the law of the 7th Circuit such that it is fair, reasonable, and adequate. Preliminary approval is appropriate when balancing the strength of Plaintiffs' case on the merits, costs, risks and delay related to further litigation, and the benefit to the Settlement Class from the Settlement Agreement. Settlement Class Counsel have adequately represented the Settlement Class by reaching this Settlement Agreement through hard-fought, arm's length negotiations involving a respected third-party neutral. The method of distributing the benefits of the Settlement Agreement appears likely to be effective and will treat Settlement Class Members equitably. It is the opinion of Settlement Class Counsel, who are well-informed by their significant experience as well as through both discovery and their experts' investigations to date, that the Settlement Agreement is of great benefit to the Settlement Class.

8. The Court approves the form and content of the Claim Form (Exhibit 1 to the Settlement Agreement) and Notice Plan (Exhibits 2–5 to the Settlement Agreement). The Court finds that the Notice Plan, including the forms of direct and indirect notice in the manner set forth in the Settlement Agreement, as well as the establishment of the Settlement Website, satisfy due

process. The foregoing is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Settlement Class Members entitled to Settlement Class Notice. The Court authorizes the Parties to make non-material modifications to the Settlement Class Notice and Claim Form prior to publication if they jointly agree that any such changes are appropriate.

9. The Court appoints Eisner Advisory Group LLC as the Settlement Administrator. The Settlement Administrator is directed to perform all settlement administration duties set out in the Settlement Agreement, including:

- a. Effecting notice in accordance with the procedures set forth in the Settlement Agreement;
- b. Establishing and maintaining the Settlement Website that, among other things, allows Settlement Class Members to submit claims electronically;
- c. Establishing and maintaining a toll-free telephone line for Settlement Class Members to call with Settlement-related inquiries, and answering the questions of Settlement Class Members who call with or otherwise communicate such inquiries;
- d. Responding to any mailed or emailed Settlement Class Member inquiries;
- e. Accurately and objectively describing the terms of the Agreement in communications with Settlement Class Members, including the training of its employees and agents accordingly;
- f. Processing all written notifications of exclusion from the Settlement Class;
- g. Providing weekly reports that summarize the number of any written notifications of exclusion received that week, the total number of any written notifications of exclusion received to date, and other pertinent information as requested by Class Counsel and Defendants' Counsel;

h. Before the Final Approval Hearing, preparing affidavits to submit to the Court that: (i) attest to implementation of the Notice Plan in accordance with the Preliminary Approval Order; and (ii) identify each Settlement Class Member who timely and properly provided written notification of exclusion from the Settlement Class; reviewing, determining the validity of, and processing all Claims submitted by Settlement Class Members, pursuant to criteria set forth herein;

i. Providing weekly reports, and a final report one hundred twenty (120) days following entry of the Preliminary Approval Order, to Class Counsel and Defendants' Counsel that summarize the number and amount of Claims since the prior reporting period, the total number and amount of Claims received to date, the number and amount of any Claims approved and denied since the prior reporting period, the total number and amount of Claims approved and denied to date, and other pertinent information as requested by Class Counsel and Defendants' Counsel;

j. Providing any information as may be needed for a post-distribution accounting;

k. Performing any function related to settlement administration at the agreed-upon instruction of both Class Counsel and Defendants' Counsel, including, but not limited to, verifying that cash payments have been distributed in accordance with this Agreement; and,

l. Performing CAFA notice and any and all other reasonable and necessary tasks.

10. The Court directs that, if they have not already done so, Defendant's counsel through the Settlement Administrator shall provide notice under the Class Action Fairness Act, 28 U.S.C. § 1715 to the States' Attorneys General within ten (10) days from the date of this Order.

11. The deadline for the submission of valid and timely claims is one hundred twenty-four (124) days following the entry of this Order.

12. The deadline to submit a Request for Exclusion or to file an objection to the Settlement Agreement is eighty-nine (89) days following entry of this Order.

13. Any Settlement Class Members who do not wish to participate in the Settlement Class may request to be excluded. To request exclusion, the Settlement Class Member must complete, sign, and submit to the Settlement Administrator a Request for Exclusion as outlined in the Notice. This Request for Exclusion form may be submitted electronically on the Settlement Website or mailed to the Settlement Administrator. The Request for Exclusion must be signed or e-signed by the Settlement Class Member seeking exclusion under penalty of perjury.

a. Any person or entity who falls within the definition of the Settlement Class and who validly and timely requests exclusion from the Settlement shall not be a Participating Class Member; shall not be bound by the Settlement Agreement; shall not be eligible to make a Claim for any benefit under the terms of the Settlement Agreement; and shall not be entitled to submit an Objection to the Settlement. However, if a Settlement Class Member submits both a Claim Form and Request for Exclusion, the later-in-time form shall take precedence. To the extent it is unclear which is later in time, the Claim Form shall take precedence, and the exclusion request shall be deemed to have been sent by mistake and rejected.

14. Any Settlement Class Member who has not previously submitted a valid and timely Request for Exclusion may object to the Settlement Agreement and appear at the Final Approval Hearing to support or oppose the approval of the Settlement Agreement.

a. Settlement Class Members who submit a valid and timely Objection, but also submit a valid and timely Request for Exclusion, will be deemed to have opted out of the

Class and their Objection will be void and invalid, unless the Court orders otherwise. However, a Settlement Class Member who objects to the Settlement Agreement may submit a Claim Form on or before the Claims Deadline, which shall be processed in the same way as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension to the Claims Deadline merely because the Settlement Class Member also submitted an objection.

b. Any Participating Class Member who wishes to object to any aspect of this Agreement must electronically file with the Court via the Court's ECF system, or by delivery to the Clerk of the Court by mail, express mail, or personal delivery, a written statement of the objection(s), and send copies to Settlement Class Counsel and Defendants' Counsel. The written statement of the objection(s) must: (i) identify the case name and number and identify that the document is an objection; (ii) state the Participating Class Member's full name, address, email address, and telephone number; (iii) state whether the Participating Class Member is represented and, if so, include the full name, address, telephone number, and email address of the objector's counsel; (iv) provide information sufficient to establish the objector's standing as a Settlement Class Member and state whether the objection applies only to the objector, to a specific subset of the class, or to the entire class; (v) state with specificity each objection, as well as the specific reasons, if any, for each objection, including all facts, evidence, and legal authority supporting his/her objection(s); (vi) identify the number of class action settlements previously objected to by the Participating Class Member, if any, and list those cases by case name and number; (vii) state whether the objector and objector's counsel, if any, will attend or appear at the final approval hearing; (viii) be signed by the objector; (ix) be signed by the objector's counsel, if any (the attorney's signature alone shall not be sufficient for satisfying the signature requirement under 8.2(vii)); and (x) be verified by an accompanying declaration submitted under penalty of perjury or

a sworn affidavit demonstrating that the Participating Class Member is entitled to be included as a member of the Settlement Class and that the information provided for the objection(s) is true and correct. Objectors must make themselves available for deposition by the Parties no later than seven (7) days after the Objection and Exclusion Deadline.

c. Participating Class Members may raise an objection either on their own or through an attorney hired at their own expense. If a Participating Class Member retains an attorney other than Class Counsel to represent him or her, the attorney must, no later than twenty-one (21) days before the Final Approval Hearing or as the Court otherwise may direct, (i) file a notice of appearance with the Court and (ii) serve a copy of the notice of appearance on Class Counsel and Defendants' Counsel. If an objector makes an Objection through an attorney, the objector shall be solely responsible for the objector's attorneys' fees and costs unless the Court orders otherwise.

d. An objector who has submitted a timely written Objection may attend the Final Approval Hearing at his or her own expense. Participating Class Members, or their attorneys other than Class Counsel, intending to make an appearance at any hearing relating to this Agreement, including the Final Approval Hearing, must file with the Court, and serve notice of their intention to appear at that hearing to Class Counsel and Defendants' Counsel, no later than twenty-one (21) days before the date of the hearing at which they plan to appear, or as the Court otherwise may direct. Objectors who fail to submit or include this Notice of Intention to Appear may not speak at the Final Fairness Hearing without permission of the Court.

15. Any Settlement Class Member who does not object in the manner provided in this Order shall be deemed to have waived such objections and shall forever be foreclosed from objecting to the fairness, reasonableness, or adequacy of the proposed Settlement Agreement and any judgment approving it.

16. Settlement Class Counsel shall file their motion for an award of attorneys' fees, inclusive of costs, expenses, and Settlement Class Member service awards, no later than seventy-four (74) days following entry of this Order.

17. The deadline for Settlement Class Counsel to file their Final Approval Motion is one hundred forty-four (144) days following entry of this Order.

18. The Court hereby schedules the Final Approval Hearing for _____, 2026 at _____ a.m./p.m. The Final Approval Hearing will take place in the United States District Court for the Eastern District of Wisconsin, 517 E. Wisconsin Ave., Courtroom 390, Milwaukee, WI 53202, to determine whether the proposed Settlement Agreement should be approved as fair, adequate, and reasonable, and whether a judgment should be entered approving the Settlement Agreement, and whether Settlement Class Counsel's application for attorneys' fees, costs, and service awards should be approved. The Court may adjourn the Final Approval Hearing without further notice to Settlement Class Members.

19. All litigation deadlines are hereby stayed pending Final Approval of the Settlement.

20. The Court enters the following schedule of events:

Event	Deadline Description	Date
Notice Plan implementation including Settlement Website and Direct and Indirect Notice	Twenty-one (21) days following entry of the Preliminary Approval Order	_____, 2026
Fee/Cost/Service Award Motion	Seventy-Four (74) days following entry of the Preliminary Approval Order	_____, 2026
Objection and Exclusion Deadline	Eighty-nine (89) days following entry of the Preliminary Approval Order	_____, 2026
Claims Deadline	One hundred twenty-four (124) days following entry of the Preliminary Approval Order	_____, 2026

Final Approval Motion	One hundred forty-four (144) days following entry of the Preliminary Approval Order	_____, 2026
Final Approval Hearing		_____, 2026

IT IS SO GRANTED.

DATE:

The Honorable Lynn Adelman
United States District Judge

Generac® Power Systems Limited Warranty for Generac PWRcell®

For the period of warranty noted below and beginning upon the successful registration of the unit, Generac® Power Systems, Inc. (Generac) warrants that its Generac PWRcell® products will be free from defects in material and workmanship for the items and period set forth below. Any equipment that the purchaser/owner claims to be defective should be reported to Generac customer service for evaluation and resolution. Generac will, at its discretion, repair or replace any part(s) which, upon evaluation, inspection, and testing by Generac, an Independent Authorized Service Dealer or certified installer, is found to be defective.

Product	Model Number	Warranty Period	Coverage
Generac PWRcell Battery Cabinet	APKE00007, APKE00026, APKE00042	10 years	Parts, Labor, and Limited Travel
Generac PWRcell Battery Modules	A0000391219, G0080040, G0080001, G0080003, G0080005	10 years or 7.56MWh of energy throughput per module, whichever comes first. Capacity retention guarantee at the end of the warranty period. At least 70% of nameplate rating.	
Generac PWRcell Inverter	APKE00014, APKE00013, XVT076A03, XVT114G03, XVT076A03-SB, XVT076A03-SASB	10 years	
PWRmanager™	G0080090	10 years	
PV Link™	APKE00010, APKE00061	25 years	
SnapRS™	APKE00011, RS801a, RS802, APKE00081	25 years	

Guidelines:

- Unit must be registered and proof of purchase available. Warranty begins upon the successful on-line registration of each product. DC-coupled devices such as B-Links and PV-Links are automatically registered with the inverter's registration. Refer to registration instructions in manuals for each product.
- Any and all warranty repairs and/or concerns must be performed and/or addressed by an Independent Authorized Service Dealer or certified installer. Repairs or diagnostics performed by individuals other than Independent Authorized Service Dealers or certified installers, not authorized in writing by Generac, will not be covered.
- Warranty is transferable between ownership of original installation site only.
- Warranty only applies to permanently wired and mounted units.
- Damage caused after receipt of unit is the responsibility of the owner and is not covered by this warranty. Nicks, scrapes, dents, or scratches to the painted enclosure should be repaired promptly by the owner. Corrosion caused by location in a harsh or saltwater environment is not covered.
- Travel allowance is limited to 100 miles maximum and three (3) hours maximum (per occurrence, whichever is less) round trip from the nearest Independent Authorized Service Dealer. Any additional travel required will not be covered.
- In order to provide the highest level of service and support for the full term of the warranty period, Generac requires all PWRcell system components to be connected to the Internet and to maintain such connection throughout the warranty period. Internet connectivity, for some components, is established via the PWRcell Inverter. See PWRcell Inverter Installation Manual for details. By connecting the PWRcell Inverter, or other PWRcell family product, to the Internet, customer agrees that Generac may remotely monitor the use and

condition of the system and update the system's software and firmware, as necessary, without further notice. If the PWRcell system loses Internet connection for an extended period, Generac may not be able to provide important remote upgrades. In such cases, Generac will try to notify Customer, if possible, in order to reestablish connectivity; however, if the system remains offline, Generac may not be able to honor the full duration of the warranty. If it is determined that the full warranty period is not able to be honored, the Limited Warranty will still be honored for at least 5 years for PWRcell Inverter, PWRmanager, and Battery Cabinet products, for at least 5 years or 3.78MWh per Battery Module, and for at least 10 years for PV Link and SnapRS products, subject to the terms and conditions of this warranty.



Note to Limited Warranty for PWRcell

Additionally, the following updates apply to all PWRcell 1 systems purchased prior to May 2023:

- For systems originally including SnapRS RS801 (APKE00011) or RS801A components, the start date of the 25-year warranty for SnapRS RS802 or RS802-clip (APKE00081) devices is to be calculated from the date of the replacement of RS801 (APKE00011) or RS801A or installation of RS802 or RS802-clip (APKE00081).
- Systems are not required to have been previously registered with Generac to be eligible to make a warranty claim related to any SnapRS device.
- Systems are not required to have had continuous Internet connectivity to be eligible to make a warranty claim related to any SnapRS device.

The following will NOT be covered by this warranty:

- Costs of normal maintenance (i.e. associated part(s), updates, installation, and start-up).
- Damage to the unit caused by accidents, shipping, handling, or improper storage.
- Damage/failures caused by operation outside of specified operating conditions or with improper loads or installations other than what's recommended or specified by Generac. Unauthorized modification/misapplication will not be covered by this warranty.
- Rental equipment used while warranty repairs are being performed and/or any extraordinary equipment used for removal and/or re-installation of the inverter.
- Planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cals, off-road vehicles, or any other mode of transport deemed not standard by Generac.
- Failures due to normal wear and tear, accident, misuse, abuse, neglect, improper installation, improper sizing, or biological infestation.
- Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by this warranty.
- Products that are modified or altered in a manner not authorized by Generac in writing.
- Starting batteries, fuses, and any related labor.
- Enclosures that rust as a result of improper installation, location in a harsh or salt water environment, or are scratched where the integrity of applied paint is compromised.
- Failures caused by any act of God or external cause including without limitation, fire, theft, freezing, war, lightning, earthquake, windstorm, hail, water, tornado, hurricane, or any other matters which are reasonably beyond the manufacturer's control.
- Overtime, holiday, or emergency labor.
- Shipping costs associated with expedited shipping.
- Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
- Living or travel expenses of person(s) performing service, except as specifically included within the terms of a specific unit warranty period.
- Superficial defects that do not affect product performance.
- Product purchased from non-authorized vendors.
- Financial compensation for loss of profits during any loss of service, including preventive and corrective maintenance.

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. SPECIFICALLY, GENERAC MAKES NO OTHER WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES WHICH ARE ALLOWED BY LAW, SHALL BE LIMITED IN DURATION TO THE TERMS OF THE EXPRESS WARRANTY PROVIDED HEREIN. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND GENERAC'S ONLY LIABILITY SHALL BE THE REPAIR OR REPLACEMENT OF PART(S) AS STATED ABOVE. IN NO EVENT SHALL GENERAC BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH DAMAGES ARE A DIRECT RESULT OF GENERAC'S NEGLIGENCE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS UNDER APPLICABLE LAW.

GENERAC POWER SYSTEMS, INC. • P.O. BOX 8 • Waukesha, WI, USA 53187
Ph: (888) GENERAC (436-3722) • Fax: (262) 544-4851

To locate the nearest Independent Authorized Service Dealer and to download schematics, exploded views and parts lists visit our website: www.generac.com

Part No. A0000416920

Revision H (01/2026)

Explanation of SnapRS-Related PWRcell Error Codes And Recommended Actions

Error Code	Text on PWRcell Inverter Display ¹	What's The Issue?	Severity	Action
0x5030	testing PVRSS ²	This is a normal process and not an error. The PV Link is performing its self-test for PVRSS functionality.	None	No action needed
0x5110	PVRSS selftest failed	During a PV Link self-test, the SnapRS count was not completed in the allotted time.	Medium	Call Dealer or Generac Support ³
0x5120	PVRSS fail: low input	This error code indicates that the PV Link has detected that the substring voltage is too low.	Medium	Call Dealer or Generac Support
0x5130	PVRSS count mismatch	The PV Link monitors the number of SnapRS devices detected. This error code will display when the PV Link determines that the count of SnapRS devices detected does not match the original count of installed SnapRS devices.	Medium	Call Dealer or Generac Support
0x5140	PVRSS fail: hi input	This error code indicates that the PV Link has detected a high voltage reading when the SnapRS should be off.	Medium	Call Dealer or Generac Support
0x5150	PVRSS fail: timeout	The SnapRS count was not completed in time during normal operation.	Medium	Call Dealer or Generac Support

¹ Error codes are displayed in the window on the face of the inverter or can be viewed in the PWRcell app if the PWRcell system is connected to the internet.

² PVRSS means Photo Voltaic Rapid Shutdown System. This is the system that rapidly shuts down the PWRcell to make the system safe from electrical hazards for first responders who need to access the roof, attic, or other parts of the home in an emergency.

³ You can contact Generac Support at: 1-888-GENERAC (436-3722).

Explanation of SnapRS-Related PWRcell Error Codes And Recommended Actions

0x5180	PVRSS not configured	This error code indicates incompatible settings associated with PVRSS enablement. It will appear either when PVRSS is enabled but the installed SnapRS count is zero, or when PVRSS is disabled and the installed SnapRS count is greater than zero.	Medium	Call Dealer or Generac Support
0x7310	PVRSS lockout	This error code indicates that the PV Link's periodic SnapRS count has repeatedly failed to match the installed SnapRS count. The string will lock out.	Error (High)	Call Dealer or Generac Support
0x7320	PV current fault lockout	<p>A shorted PV Link has been detected. It is important for qualified service technicians to remove the PV Link as soon as possible to safeguard against a potential risk of damage to equipment or property. The string will lock out.</p> <p>SERVICE WARNING (For Service Technicians Only): If PV Link is shorted, there is potential for uncontrolled current flowing through the PV substring during service or repair, even after disabling the system at the inverter. A clamp meter should be used to check for DC current flow in array before PV Link removal. If uncontrolled current is detected, it is advisable to cover or tarp PV panels along the affected substring to ensure that system is not energized. Wear appropriate PPE and exercise caution when disconnecting the equipment to avoid injury or property damage.</p>	Error (High)	Call Dealer or Generac Support immediately

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [\\$15M Generac Settlement Ends MDL Over Allegedly Defective PWRcell SnapRS Components](#)
