

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of December 14, 2020 (the “Execution Date”) by and between Richard Ziccarello (“Plaintiff”) and Panasonic Corporation of North America (“Panasonic”). Each of the Plaintiff and Panasonic are referred to individually as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, on April 12, 2019, Plaintiff filed in the United States District Court for the Northern District of California a putative class action against Panasonic, as well as two now-defunct and nonexistent entities—Sanyo Energy (U.S.A.) and Sanyo North America Corporation (together with Sanyo Energy (U.S.A.), the “Sanyo Defendants” and the Sanyo Defendants, together with Panasonic, “Defendants”)—on behalf of all persons or entities who purchased and installed Sanyo-brand solar panels in the HIP-xxxBA3 model series and similarly designed model series (including the HIP-xxxBA2 and HIP-xxxBA5 model series) for residential use within the United States or New Jersey; and all persons who purchased private residences, buildings, or ground mounted Sanyo solar systems in the United States or New Jersey on which Sanyo-brand solar panels in the same model series were originally installed for residential use; and that putative class action was thereafter transferred to United States District Court for the District of New Jersey, under the caption *Richard Ziccarello, et.al. v. Sanyo Energy (U.S.A.) Corporation, et.al.*, United States District Court (District of New Jersey), Case No. 2:19-cv-16623) (the “Action”);

WHEREAS Plaintiff alleges in the Action that Defendants knew but failed to disclose that Sanyo-brand solar panels in the HIP-xxxBA3 model series and similarly designed model series, (including the HIP-xxxBA2 and HIP-xxxBA5 model series), contain a defect resulting in progressive power loss over time; that the alleged defect and power degradation cause certain safety risks; that Defendants failed to adequately test the panels at issue before sale; that Defendants breached the limited warranty applicable to the panels at issue (the “Limited Warranty”), including because the panels at issue do not safely or reliably produce power above warrantied levels for the duration of a 20-year power output warranty (the “Power Warranty”), Defendants do not conduct electrical testing to measure whether the panels at issue produce power above warrantied levels upon receipt of warranty claims, and Defendants wrongfully deny valid warranty claims; that Defendants have suppressed the submission of warranty claims, including by failing to disclose the purported defect and representing that it is panel owners’ responsibility to perform power output measurements; that the limitations on rights and remedies set forth in the Limited Warranty are unlawful and/or unenforceable; and that, as a result of the foregoing, Defendants are liable for breach of the Limited Warranty and federal and state warranty laws, unjust enrichment, and state consumer fraud laws (collectively, the “Allegations”);

WHEREAS, Defendants specifically deny any wrongdoing or liability alleged in the Action, including all of the Allegations, and maintain that they have valid defenses to all of the claims asserted in the Action, but wish to avoid the burden and expense of continued litigation;

WHEREAS, defendant Sanyo Energy (U.S.A.) merged into defendant Sanyo North America Corporation on July 1, 2009; and defendant Sanyo North America Corporation subsequently merged into Panasonic on April 1, 2015; and both Sanyo Defendants therefore no

longer exist as separate entities with the capacity to be sued, enter into contracts, or process warranty claims;

WHEREAS, Plaintiff believes the Allegations have merit, but recognizes that he faces substantial risk in continuing with litigation, including the possibility that some or all of his claims would be dismissed and/or that the court may not certify a class;

WHEREAS, the Parties have, with the assistance of counsel, engaged in good faith, arm's length settlement negotiations and have agreed to a fair, reasonable, and adequate settlement of the claims of Plaintiff and the putative settlement class, the terms of which are set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by and among the Parties:

AGREEMENT

1. Definitions

- 1.1 “Action” shall mean the putative class action filed by plaintiff Richard Ziccarello against Defendants on April 12, 2019 in United States District Court for the Northern District of California and thereafter transferred to United States District Court for the District of New Jersey, under the caption *Richard Ziccarello, et al. v. Sanyo Energy (U.S.A.) Corporation, et.al.*, United States District Court (District of New Jersey), Case No. 2:19-cv-16623.
- 1.2 “Agreement” shall mean this Settlement Agreement.
- 1.3 “Allegations” shall mean the allegations in the Action, as defined on page 1 *supra*.
- 1.4 “Claim Form” shall have the meaning set forth in Paragraph 10.2.1.
- 1.5 “Claim Package” shall have the meaning set forth in Paragraph 10.2.
- 1.6 “Claims Administrator” shall have the meaning set forth in Paragraph 11.1.
- 1.7 “Claims Period” shall have the meaning set forth in Paragraph 13.1.
- 1.8 “Claims Protocol” shall mean the procedures set forth in Section 10 for the administration of claims under this Agreement.
- 1.9 “Confirmation Photographs” shall have the meaning set forth in Paragraph 10.10.
- 1.10 “Defendants” shall mean Panasonic and the Sanyo Defendants, the defendants in the Action.
- 1.11 “Effective Date” shall have the meaning set forth in Paragraph 8.1.
- 1.12 “Final Approval Motion” shall have the meaning set forth in Paragraph 7.1.

- 1.13 “Final Order and Judgment” shall have the meaning set forth in Paragraph 7.2.
- 1.14 “Label Photograph” shall have the meaning set forth in Paragraph 10.2.2.
- 1.15 “Limited Warranty” shall mean the SANYO HIT Solar Module Limited Warranty applicable to solar cell modules in the HIP-xxxBA2, BA3, and BA5 model series, sold to consumers in the United States. For avoidance of doubt, the terms of the Limited Warranty attached hereto as Exhibit 1 shall govern to the extent referenced in this Agreement.
- 1.16 “Mailed Notice” shall have the meaning set forth in Paragraph 4.1.2.
- 1.17 “Notice Administrator” shall have the meaning set forth in Paragraph 4.1.
- 1.18 “Notice Date” shall have the meaning set forth in Paragraph 4.1.1.
- 1.19 “Notice Program” shall have the meaning set forth in Paragraph 4.1.
- 1.20 “Objection” shall have the meaning set forth in Paragraph 6.1.
- 1.21 “Opt-Out Request” shall have the meaning set forth in Paragraph 5.1.
- 1.22 “Original Purchaser Subclass” shall have the meaning set forth in Paragraph 3.1.1.
- 1.23 “Panasonic” shall mean Panasonic Corporation of America.
- 1.24 “Power Warranty” shall mean the 20-year power output warranty set forth in Paragraph 2 of the Limited Warranty.
- 1.25 “Plaintiff” shall mean Richard Ziccarello, the plaintiff in the Action.
- 1.26 “Preliminary Approval Motion” shall have the meaning set forth in Paragraph 2.1.
- 1.27 “Published Summary Notice” shall have the meaning set forth in Paragraph 4.1.1.
- 1.28 “Qualifying Damage” shall have the meaning set forth in Paragraph 12.1.
- 1.29 “Qualifying Panel” shall have the meaning set forth in Paragraph 10.8.
- 1.30 “Released Claims” shall have the meaning set forth in Paragraph 17.3.
- 1.31 “Released Parties” shall have the meaning set forth in Paragraph 17.2.
- 1.32 “Releasing Parties” shall have the meaning set forth in Paragraph 17.1.
- 1.33 “Sanyo Defendants” shall mean Sanyo Energy (U.S.A.) and Sanyo North America Corporation.
- 1.34 “Sanyo Settlement Panels” shall mean Sanyo-brand solar panels in the HIP-xxxBA2,

BA3, or BA5 model series purchased for residential use.

- 1.35 “Settlement” shall mean this Agreement, including all Exhibits hereto, and all related implementing documents.
- 1.36 “Settlement Attorneys’ Fees” shall have the meaning set forth in Paragraph 16.1.
- 1.37 “Settlement Classes” shall have the meaning set forth in Paragraph 3.1.
- 1.38 “Settlement Class Counsel” shall mean the Birka-White Law Offices, 178 E. Prospect Ave, Danville, CA 94526.
- 1.39 “Settlement Class Member” shall mean each member of the Settlement Classes who has not timely and validly elected to be excluded from the Settlement Classes.
- 1.40 “Settlement Remedy” and “Settlement Remedies” shall have the meaning set forth in Paragraph 9.2.
- 1.41 “Settlement Website” shall have the meaning set forth in Paragraph 4.1.4.
- 1.42 “Subsequent Title Holder Subclass” shall have the meaning set forth in Paragraph 3.1.2.
- 1.43 “Toll-Free Telephone Number” shall have the meaning set forth in Paragraph 4.1.3.

2. Preliminary Approval of Settlement

- 2.1 Motion for Preliminary Approval. Within forty-five (45) days after execution of this Agreement, Plaintiff shall move the Court for entry of a Preliminary Approval Order providing authorization to disseminate notice of the Settlement and final judgment contemplated by this Agreement to all putative members of the Settlement Classes (the “Preliminary Approval Motion”). The contents of the Preliminary Approval Motion and Preliminary Approval Order shall be agreed upon by the Parties before Plaintiff submits the Preliminary Approval Motion to the Court. The Preliminary Approval Motion shall, *inter alia*, recite and ask the Court to find that the Notice Program described in Section 4 constitutes valid, due, and sufficient notice to the Settlement Classes, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.
- 2.2 Agreement Conditioned Upon Preliminary Approval. This Agreement is subject to, and conditioned upon, preliminary approval by the Court, including approval of dissemination of notice in substantially the form of the Notice Program.

3. Settlement Class Certification

- 3.1 Definition of Settlement Classes. The Parties agree that in order to effectuate this Settlement, they will ask the Court to certify a settlement class consisting of the following settlement subclasses (collectively, the “Settlement Classes”), pursuant to

Fed. R. Civ. P. 23:

- 3.1.1 “Original Purchaser Subclass” shall mean all persons or entities in the United States who purchased and installed Sanyo Settlement Panels; and
- 3.1.2 “Subsequent Title Holder Subclass” shall mean all persons who purchased private residences, buildings, or ground mounted Sanyo solar systems in the United States on which Sanyo Settlement Panels were originally installed.
- 3.2 Settlement Class Period. The settlement class period shall be twenty (20) years from the original date of purchase of each Settlement Class Member’s Sanyo Settlement Panels, in no event to extend later than December 31, 2029. For avoidance of doubt, the settlement class period shall have the same meaning as the Claims Period.
- 3.3 Exclusions from Settlement Classes. Excluded from the Settlement Classes are:
 - 3.3.1 All persons and entities who timely exercise their rights under Fed. R. Civ. P. 23 to opt out of the Settlement;
 - 3.3.2 Defendants, any entity in which any Defendant has a controlling interest, and Defendants’ legal representatives, heirs and successors;
 - 3.3.3 Settlement Class Counsel and any member of Settlement Class Counsel’s immediate family; and
 - 3.3.4 Any judge, including federal District and Magistrate Judges, to whom any aspect of this case is or has been assigned, and any member of such a judge’s immediate family.
- 3.4 No Prejudice to Defendants’ Rights to Oppose Class Certification. In the event that this Agreement is not approved or is terminated, the parties shall revert to their position as of the date of this Agreement, Defendants shall be entitled to oppose class certification in this Action, and no party will argue that this Agreement supports the certification of a class. For the avoidance of doubt, Defendants do not admit that the classes alleged in this Action can be certified on a litigated basis.

4. Notice Program

- 4.1 Forms of Notice. Reasonable notice consistent with the due process requirements of the United States Constitution shall be given to the Settlement Classes, pursuant to orders of the Court that so provide. The Parties have agreed to engage a third-party administrator to assist with class notice, to be identified by the Parties in the Preliminary Approval Motion (the “Notice Administrator”). Such notice shall include, but not be limited to, the following (collectively, the “Notice Program”):
 - 4.1.1 Published Summary Notice: Summary notice shall be published in print media and the internet, in accordance with the directions of the Court and in substantially the form provided in Exhibit 2 hereto (the “Published Summary

Notice”). The date of the final scheduled appearance of the Published Summary Notice in print media, as approved in the Preliminary Approval Order, shall be the “Notice Date”;

- 4.1.2 Mailed Notice: Notice shall be mailed first-class postage prepaid to any member of the Settlement Classes that can be identified by the Parties through reasonable efforts, recognizing that Panasonic does not maintain records of all those who purchased these panels (given that the panels were purchased through third parties), in accordance with the directions of the Court and in substantially the form provided in Exhibit 3 hereto (the “Mailed Notice”);
 - 4.1.3 Toll-Free Telephone Number. A toll-free telephone number (the “Toll-Free Number”) shall be established by the Notice Administrator no later than the Notice Date, and shall be maintained by the Notice Administrator through the notice period and for the duration of the Claims Period. The Toll-Free Number shall serve the purposes of: (i) until the occurrence of the Effective Date, providing general information concerning the Settlement, including deadlines for opting out of or objecting to the Settlement, and the dates of relevant Court proceedings; and (ii) beginning on the Effective Date and continuing for the duration of the Claims Period, stating that the settlement has been approved and providing general information regarding the process and forms necessary to submit a Claim Package. Reasonable costs associated with maintaining the Toll-Free Number shall be paid by Panasonic as part of the Notice Administrator’s fees, as set forth in Paragraph 4.4. The Toll-Free Number shall be listed in each of the forms of notice provided in the Notice Program; and
 - 4.1.4 Settlement Website: An internet website (the “Settlement Website”) shall be established by the Notice Administrator no later than the Notice Date, and shall be maintained by the Notice Administrator through the notice period and for the duration of the Claims Period. Until the occurrence of the Effective Date, the Settlement Website shall include a copy of this Agreement and substantially the same information contained in Exhibit 3. After the Effective Date, the Settlement Website shall state that the settlement has been approved and, at a minimum, provide general information regarding how to submit a Claim Package, and electronic versions of forms necessary to submit a Claim Package. Reasonable costs associated with maintaining the Settlement Website shall be paid by Panasonic as part of the Notice Administrator’s fees, as set forth in Paragraph 4.4. The internet address of the Settlement Website shall be listed in each of the forms of notice provided in the Notice Program.
- 4.2 Contents of Summary and Long-Form Notice. The Published Summary Notice and Mailed Notice, as well as any press releases, shall: (i) state that the Settlement requires the Court’s final approval; (ii) advise Settlement Class Members that they may elect to opt out of the Class in accordance with Federal Rule of Civil Procedure 23; (iii) advise Settlement Class Members that they may object to the proposed Settlement by filing with the Court and serving upon Settlement Class Counsel and Panasonic a written statement of objections and providing the deadline by which all such objections must

be filed and served; (iv) advise that any Settlement Class Member may enter an appearance at the Final Approval Hearing through counsel of his or her choice, at his or her own expense; (v) state that any Settlement Class Member who does not properly and timely give notice of his or her intention to opt out will be bound by any judgment entered in this case.

- 4.3 Proof of Notice Program. On or before the date of the Final Approval Hearing, the Notice Administrator shall file proof, by affidavit, of the aforesaid Notice Program.
- 4.4 Cost of Notice to be Paid by Panasonic. The reasonable costs of providing notice to the Settlement Class Members, including the Published Summary Notice and Mailed Notice, as well as the establishment and maintenance of the Settlement Website and Toll-Free Number throughout the notice period and Claims Period, shall be paid by Panasonic up to a maximum of five hundred thousand U.S. dollars (\$500,000.00).
- 4.5 Commitment from Notice Administrator to Comply with Applicable Terms. This Agreement is contingent upon receiving a commitment from the Notice Administrator to comply with all provisions of this Agreement concerning the Notice Administrator's duties and responsibilities.

5. Opt-Out Rights

- 5.1 Settlement Class Members' Opt-Out Rights and Obligations. A putative Settlement Class Member may opt out of the Settlement Classes within a specified period to be set by the Court. To exercise this exclusion right, the putative Settlement Class Member must send written notification of the request for exclusion via first class mail to Settlement Class Counsel (an "Opt-Out Request"). The Opt-Out Request must bear the signature of the putative Settlement Class Member (even if represented by counsel), state the putative Settlement Class Member's current address and telephone number, and specify the total number of Sanyo Settlement Panels owned by the putative Settlement Class Member. If the putative Settlement Class Member is represented by counsel, the Opt-Out Request shall also be signed by the attorney who represents the putative Settlement Class Member. Opt-Out Requests must be postmarked or personally delivered on such schedule as the Court directs. Opt-Out Requests sent by any putative Settlement Class Member to incorrect addresses or after the expiration of the deadline set by the Court shall not be valid. Any putative Settlement Class Member who fails to submit a timely Opt-Out Request shall not be permitted to opt out of the Settlement. Putative Settlement Class Members who elect to opt out of the Settlement Classes may withdraw their Opt-Out Requests prior to the Effective Date, but only if they accept in writing the benefits and terms of this Agreement, including all waivers and releases herein, and dismiss with prejudice any pending action against any of the Defendants arising from or pertaining in any way to the subject matter of the Action.
- 5.2 Request for 30-Day Opt-Out Deadline. In seeking preliminary approval of this Settlement, the Parties will request that the deadline for submission of Opt-Out Requests shall be no more than thirty (30) days after the Notice Date.

- 5.3 Settlement Binding on Any Putative Settlement Class Member Who Does not Opt Out. Any putative Settlement Class Member who fails to timely and properly file an Opt-Out Request shall be bound by this Settlement and all subsequent proceedings, orders, and judgments in the Action.
- 5.4 Opt-Outs Not Entitled to Settlement Remedies. Any putative Settlement Class Member who elects to opt out of the Settlement Classes pursuant to this Agreement shall not be entitled to the relief provided by this Agreement, including access to the Claims Protocol and Settlement Remedies.
- 5.5 Notification of Opt-Outs. On a rolling basis, Settlement Class Counsel shall notify Panasonic and its counsel, by electronic mail, of each person or entity who has requested exclusion from the Settlement Classes and shall provide copies of all such requests for exclusion. Within ten (10) days of the closing of the opt-out period, Settlement Class Counsel shall provide Panasonic and its counsel, by electronic mail, with a list identifying each person or entity who has requested exclusion from the Settlement Classes and attaching copies of all Opt-Out Requests, as well as all other information and documents received from all persons who have requested exclusion from the Settlement Classes.
- 5.6 Panasonic's Walk-Away Rights. Panasonic, at its sole discretion, may terminate this Agreement without prejudice prior to the Final Approval Hearing if the number of Opt-Out Requests received from putative Settlement Class Members during the opt-out period exceeds one hundred and twenty-five (125) putative Settlement Class Members. If Panasonic elects to terminate the Agreement pursuant to this provision, Panasonic shall advise Settlement Class Counsel and the Court, in writing, prior to the date of the Final Approval Hearing and shall submit to the Court, under seal, the number of putative Settlement Class Members who have submitted Opt-Out Requests. In such event, this Agreement may not be offered or received into evidence or utilized for any other purpose in this Action or in any other action, suit, or proceeding.

6. Objection Rights

- 6.1 Settlement Class Members' Objection Rights and Obligations. A putative Settlement Class Member may object to the Settlement within a specified period to be set by the Court. To exercise this objection right, the putative Settlement Class Member must provide written notice of the objection via first class mail to the Court, Settlement Class Counsel, and Panasonic's counsel (an "Objection"). The Objection must bear the signature of the putative Settlement Class Member (even if represented by counsel); state the putative Settlement Class Member's current address and telephone number; include proof that the putative Settlement Class Member owns at least one Sanyo Settlement Panel, such as a Label Photograph (as defined in Paragraph 10.2.2), a serial number, or some other documentation of ownership; state the total number of Sanyo Settlement Panels owned by the putative Settlement Class Member; describe the exact nature of the putative Settlement Class Member's objection; and state whether the putative Settlement Class Member intends to appear at the Final Approval Hearing. If the putative Settlement Class Member is represented by counsel, the Objection shall

also be signed by the attorney who represents the putative Settlement Class Member. Objections must be postmarked or personally delivered on such schedule as the Court directs. Objections sent by any putative Settlement Class Member to incorrect addresses or after the expiration of the deadline set by the Court shall not be valid.

- 6.2 Request for 30-Day Objection Deadline. In seeking preliminary approval of this Settlement, the Parties will request that the deadline for submission of Objections shall be no more than thirty (30) days after the Notice Date.

7. Final Order and Judgment of Dismissal

- 7.1 Motion for Final Approval. At least fourteen (14) days before the Final Approval Hearing, unless this Agreement is terminated earlier by Panasonic pursuant to its walk-away rights as set forth in Paragraph 5.6, Settlement Class Counsel shall file a joint motion on behalf of the Parties requesting that the Court grant final approval of the Settlement embodied into his Agreement and that the Court enter a Final Order and Judgment (the "Final Approval Motion"). The contents of the Final Approval Motion shall be agreed upon by the Parties before Plaintiff submits the Final Approval Motion.
- 7.2 Contents of Final Order and Judgment. If the Court grants final approval of the Settlement, the Court's final order and judgment (the "Final Order and Judgment") shall:
- 7.2.1 Provide that the Settlement is fair, reasonable, and adequate to the members of the Settlement Classes and direct that the Agreement be implemented in accordance with its terms;
 - 7.2.2 Dismiss this Action with prejudice;
 - 7.2.3 Explicitly restate the terms of the Releases provided in Section 17 of this Agreement and give immediate effect to such Releases;
 - 7.2.4 Approve an award of attorneys' fees and expenses for Settlement Class Counsel as set forth in Paragraph 16.1 of this Agreement;
 - 7.2.5 Provide that the form and manner of notice given to the Settlement Class Members fairly and adequately informed them of all material elements of the above-captioned actions and the proposed Settlement and constitute sufficient notice in accordance with Federal Rule of Civil Procedure 23 and due process requirements;
 - 7.2.6 Reserve jurisdiction over consummation and performance of the Agreement and administration of the Settlement;
 - 7.2.7 Enjoin any and all pending future actions involving Settled Claims as to Settlement Class Members.
- 7.3 Dismissal of Action. Upon entry of the Final Order and Judgment, this Action and all

claims and allegations involving the subject matter of the Action shall be dismissed with prejudice.

- 7.4 Dismissal and Releases Binding on All Settlement Class Members. Each and every putative member of the Settlement Classes who does not submit an Opt-Out Request pursuant to this Agreement submits to the jurisdiction of the Court and will be bound by the terms of the Final Order and Judgment and of this Agreement, including, without limitation, the Releases set forth in Section 17.
- 7.5 Settlement Conditioned on Occurrence Final Order and Judgment. The Settlement and the obligations of the Parties under this Agreement shall not become effective until, and are expressly conditioned upon, final approval by the Court of the Settlement in accordance with Section 7 of this Agreement and the occurrence of the Effective Date in accordance with Paragraph 8.2 of this Agreement.
- 7.6 Continuing Jurisdiction. The Court shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and the Court's orders and judgments. The Court may exercise all equitable powers over the Parties to enforce this Agreement and the Final Order and Judgment. The Court may enjoin all pending or future actions involving settled matters as to persons or entities that have not opted out of the Settlement.

8. Effective Date

- 8.1 Definition of Effective Date. The “Effective Date” shall occur on the first date when all of the following conditions have been satisfied:
- 8.1.1 The Court has granted final approval of the Settlement following notice to the Settlement Class Members, and has entered a Final Order and Judgment substantially in the form attached hereto as Exhibit 4; and
- 8.1.2 The Final Order and Judgment has become final. The Final Order and Judgment shall become final when (i) all periods within which to file an appeal from the Final Order and Judgment have expired without the filing of any appeal; (ii) in the event that an appeal from the Final Order and Judgment is filed, a final order has been entered fully disposing of the appeal on the merits, and any time for further appeal, including any time to file a petition for writ of certiorari, has expired; or (iii) in the event that a writ of certiorari is granted, a final order has been entered fully disposing of the appeal on its merits.
- 8.2 Settlement Conditioned on Occurrence of Effective Date. The Settlement and the obligations of the Parties under this Agreement shall not become effective until, and are expressly conditioned upon, the occurrence of the Effective Date.

9. Settlement Remedies

- 9.1 Criteria to Qualify for Settlement Remedies. A Settlement Class Member shall be entitled to a Settlement Remedy, as defined in Paragraph 9.2, if the Settlement Class

Member satisfies each and every one of the following criteria:

- 9.1.1 Within the applicable Claims Period, the Settlement Class Member submits to the Claims Administrator a complete Claim Package, in accordance with the Claims Protocol set forth in Section 10;
 - 9.1.2 The Claims Administrator determines that the panel(s) that are the subject of the claim are Sanyo Settlement Panel(s), based on a review of the materials included in the Claim Package as proof of ownership, as set forth in Paragraph 10.2.2.
 - 9.1.3 The Claims Administrator determines that the Settlement Class Member currently owns the Sanyo Settlement Panel(s) that are the subject of the claim as of the date the claim was submitted. A person or entity who purchased or owned Sanyo Settlement Panel(s) in the past, but who no longer owns Sanyo Settlement Panel(s), shall not be eligible for a Settlement Remedy. If the Sanyo Settlement Panel(s) that are the subject of the claim have multiple co-owners, those co-owners shall only be eligible one Settlement Remedy between them for each such panel;
 - 9.1.4 The Claims Administrator determines that the Sanyo Settlement Panel(s) that are the subject of the claim show clear visible evidence of Qualifying Damage and therefore qualify as Qualifying Panels, in accordance with the criteria set forth in Paragraph 12.1;
 - 9.1.5 The Claims Administrator determines that Defendants have not previously provided a Settlement Remedy, compensation, or another limited warranty remedy for the Sanyo Settlement Panel(s) that are the subject of the claim to any person or entity. For avoidance of doubt, a Settlement Class Member shall not be eligible for a Settlement Remedy if any previous owner of the Sanyo Settlement Panel(s) that are the subject of the claim received a Settlement Remedy, compensation, or any other limited warranty remedy for those panels;
 - 9.1.6 None of the exclusions set forth in paragraph 3 of the Limited Warranty are applicable to the Sanyo Settlement Panel(s) that are the subject of the claim; and
 - 9.1.7 Upon receipt of a Settlement Remedy, the Settlement Class Member provides Confirmation Photographs to the Settlement Administrator as to each Sanyo Settlement Panel for which a Settlement Remedy was received, which confirm the Settlement Class Member's eligibility for a Settlement Remedy in accordance with Paragraph 10.10.
- 9.2 Definition of Settlement Remedies. If a Settlement Class Member satisfies the criteria set forth in Paragraph 9.1, Panasonic shall provide one of the following remedies (each a "Settlement Remedy" and together, the "Settlement Remedies") to the Settlement Class Member for each Qualifying Panel:

- 9.2.1 Pro-rated Refund: Panasonic may refund the Settlement Class Member the original purchase price of the Qualifying Panel(s), less depreciation, pro-rated through reference to the original purchase price and the Power Warranty period of twenty (20) years. For example, for a Qualifying Panel that had a purchase price of seven hundred U.S. dollars (\$700.00) and that a Settlement Class Member purchased ten (10) years before submission of the Claim Package, Panasonic may provide a refund of three hundred and fifty dollars (\$350.00). For the purposes of this calculation, a partial year of less than six (6) months shall not be counted for depreciation purposes, and a partial year of six (6) months or greater shall constitute a full year for depreciation purposes. For example, if a Settlement Class Member purchased a Qualifying Panel nine (9) years and five (5) months before submission of the Claim Package, the refund will be pro-rated for nine (9) years; whereas a Qualifying Panel purchased nine (9) years and six (6) months before submission of the Claim Package will be pro-rated for ten (10) years. If the Settlement Class Member cannot supply the original purchase price of the Qualifying Panel(s), then the refund will be the pro-rated value of a panel with an original purchase price of seven hundred U.S. dollars (\$700.00).
- 9.2.2 Replacement Panels: Panasonic may provide the Settlement Class Member new or refurbished solar panel(s) sufficient to generate the Minimum Output Power Allowance applicable to the Qualifying Panel(s), as set forth in Table 1 of the Limited Warranty, as a replacement for Qualifying Panel(s). Replacement panels provided as a Settlement Remedy may differ in size, color, shape, model number, manufacturer, and/or power level from the Qualifying Panel(s), and from other replacement panels provided.
- 9.3 Choice of Settlement Remedies is at Panasonic's Sole Discretion. Panasonic shall have absolute and sole discretion regarding the choice of which Settlement Remedy to provide for a Qualifying Panel.
- 9.4 No Responsibility for Fees or Expenses. Neither Panasonic nor the now-nonexistent Sanyo Defendants shall be responsible for any fees or expenses related to collecting evidence to establish that a panel is a Qualifying Panel or that a panel has Qualifying Damage, nor for any fees or expenses related to removal of old panels, transportation, reinstallation of replacement panels, or any such related fees or expenses.
- 9.5 No Extension of Claims Period or New Warranty Period. In the event that Panasonic elects to replace Qualifying Panel(s) with new or refurbished solar panel(s): (i) the original Claims Period and/or warranty coverage period applicable to the Qualifying Panel(s) shall apply to the replacement panels, and shall not be extended; and (ii) the release of warranty rights set forth in Paragraph 17.6 shall apply to any warranty that would otherwise be applicable to the replacement panel(s). For avoidance of doubt, the original purchase date of the Qualifying Panel(s) shall be treated as the start date of the Claims Period and/or warranty period applicable to the replacement panel(s).

10. Claims Protocol

- 10.1 Claims to be Submitted to Claims Administrator. A Settlement Class Member who reasonably believes he or she owns Sanyo Settlement Panel(s) that qualify for a Settlement Remedy may submit a Claim Package to the Claims Administrator within the applicable Claims Period. In the event that a Settlement Class Member submits a claim directly to Panasonic regarding alleged Qualifying Damage to a Sanyo Settlement Panel, Panasonic shall direct the Settlement Class Member to instead submit such claim to the Claims Administrator. If a Settlement Class Member seeks a remedy based upon a combination of alleged Qualifying Damage to a Sanyo Settlement Panel and another ground for relief under the Limited Warranty, the Settlement Class Member may submit separate claims: (i) to the Claims Administrator for a Settlement Remedy, based upon alleged Qualifying Damage to a Sanyo Settlement Panel; and (ii) to Panasonic for other warranty relief, based upon other grounds under the Limited Warranty, in accordance with Paragraph 14.1. Notwithstanding the foregoing, a Settlement Class Member shall not be eligible for a Settlement Remedy if, at any time prior to the end of the objections period of the Claims Protocol, that Settlement Class Member receives or has received compensation or another remedy under the Limited Warranty for the Sanyo Settlement Panel(s) that are the subject of the claim. For the avoidance of doubt, a Settlement Class Member who submits claims for the same panel to the Claims Administrator based upon alleged Qualifying Damage to a Sanyo Settlement Panel, and to Panasonic for a warranty remedy based upon another ground under the Limited Warranty, shall only be eligible to receive the first of the remedies offered—*i.e.*, either a Settlement Remedy or a remedy under the Limited Warranty, but not both.
- 10.2 Required Contents of Claim Package. A “Claim Package” shall include the following three items: (1) a Claim Form (as defined in Paragraph 10.2.1); (2) proof of ownership (as defined in Paragraph 10.2.2); and (3) photographs of the Sanyo Settlement Panels that are the subject of the claim (as defined in Paragraph 10.2.3). A submission shall not be treated as a Claim Package, and the Settlement Class Member shall not be eligible for a Settlement Remedy, if any one or more of these items are missing from the Settlement Class Member’s submission.
- 10.2.1 *Item 1 – Claim Form:* A Claim Package must include a claim form—a blank copy of which is attached hereto as Exhibit 5 (the “Claim Form”)—completed to the fullest extent the claimant is able, provided, however, that the claim form must include the following mandatory information:
- 10.2.1.1 The Settlement Class Member’s name and, if applicable, the names of any co-owners of the subject Sanyo Settlement Panel(s);
- 10.2.1.2 The Settlement Class Member’s address and, if applicable, the addresses of any co-owners of the subject Sanyo Settlement Panel(s);
- 10.2.1.3 The Settlement Class Member’s contact information, including a working telephone number and/or email address;

- 10.2.1.4 Whether the Settlement Class Member is the current owner of the subject Sanyo Settlement Panel(s);
 - 10.2.1.5 The address of the property at which the Sanyo Settlement Panel(s) are installed or located;
 - 10.2.1.6 Whether the subject Sanyo Settlement Panel(s) are for commercial or residential use;
 - 10.2.1.7 Whether the Settlement Class Member is the original purchaser of the subject Sanyo Settlement Panel(s) or is a transferee of the underlying warranty;
 - 10.2.1.8 Whether, to the claimant's knowledge, any of the Defendants has previously provided a Settlement Remedy, compensation, or another limited warranty remedy for the subject Sanyo Settlement Panel(s), to the Settlement Class Member or to any previous owner; and
 - 10.2.1.9 An explanation of the Settlement Class Member's basis for seeking a Settlement Remedy, including the number of Sanyo Settlement Panel(s) that are the subject of the claim.
- 10.2.2 *Item 2 – Proof of Ownership:* A Claim Package must also include proof of ownership of the Sanyo Settlement Panel(s) which are the subject of the Settlement Class Member's claim, in the form of either of the following two options:
- 10.2.2.1 *Option 1:* Evidence of (i) the purchase date; (ii) the original purchase price; and (iii) a copy of the contract for installation of the of the Sanyo Settlement Panel(s) which are the subject of the claim, which includes the model number and serial number of the panels; OR
 - 10.2.2.2 *Option 2:* Clear photographs of (i) the location of the subject Sanyo Settlement Panel(s) (including photographs of the full solar panel array on which the subject panels are installed, if they are installed on an array); and (ii) the full backside label of at least one (1) panel in that array that belongs to a model series that is a Sanyo Settlement Panel (*i.e.*, Sanyo-brand HIP-xxxBA2, BA3 or BA5 model series), of sufficient quality to allow for confirmation that the panel is a Sanyo Settlement Panel (a "Label Photograph"). For avoidance of doubt, the phrase "full backside label" as used herein refers to a label affixed to the backside of each Sanyo Settlement Panel which displays the manufacturer name, model number, date of manufacture, and serial number of that panel. A photograph of any label affixed to the backside of a panel that does not include all of these elements shall not qualify as a Label Photograph, and shall not satisfy the requirements of this Paragraph. If the Settlement Class Member cannot supply the original purchase date of the Sanyo Settlement Panel(s) that are the subject of

the claim, the original purchase date shall be treated as exactly three (3) months after the date of manufacture shown in the Label Photograph.

10.2.3 *Item 3 – Photographs of Panels:* A Claim Package must also include one or more photographs of each Sanyo Settlement Panel that is the subject of the claim, of sufficient size and quality to clearly show any and all alleged delamination, bubbling, and/or other damage or claimed defect. Photographs of individual panels shall include as a size reference either a U.S. quarter coin or a ruler with millimeter markings, placed near the alleged delamination. If the subject Sanyo Settlement Panel(s) are no longer installed on an array, the Settlement Class Member shall also provide photographs showing the location and conditions in which each subject panel is stored.

10.3 Review by Claims Administrator. Claim Packages shall be submitted to the Claims Administrator. After receiving a Claim Package, the Claims Administrator shall conduct the following analysis of the Claim Package:

10.3.1 Preliminary Review Phase. In the Preliminary Review Phase, the Claims Administrator shall eliminate any obviously meritless claims and identify any incomplete claims. If a claim is meritless, it shall be rejected. If a claim is incomplete, the Claims Administrator shall notify the Settlement Class Member that the claim is incomplete; state what is missing; and inform the claimant that the claim will be placed on “hold” for 60 days, and will be rejected if the claimant does not provide the missing information or documents during that time. During the Preliminary Review Phase, the Claims Administrator shall:

10.3.1.1 Confirm that the package includes all items necessary to qualify as a Claim Package;

10.3.1.2 Confirm that the Claim Package was submitted within the applicable Claims Period, based upon the original purchase date provided in the Claim Package or, if no original purchase date was provided, based upon the criteria set forth in Paragraph 10.2.2 above;

10.3.1.3 Confirm that the panel(s) that are the subject of the claim are Sanyo Settlement Panel(s);

10.3.1.4 Confirm that the Settlement Class Member owns the Sanyo Settlement Panel(s) that are the subject of the claim, as of the date the Claim Form was submitted;

10.3.2 Substantive Review Phase. In the Substantive Review Phase, the Claims Administrator shall evaluate claims that were not rejected during the Preliminary Review Phase by conducting the following analysis:

10.3.2.1 Confirm, based on the photographic evidence provided by the Settlement Class Member, that the Sanyo Settlement Panel(s) that are the subject of the claim have Qualifying Damage, according to the

criteria set forth in Paragraph 12.1;

10.3.2.2 Confirm that Defendants have not previously provided a Settlement Remedy, compensation, or another limited warranty remedy for each Sanyo Settlement Panel that is the subject of the claim (to the Settlement Class Member or to any other person or entity), by referencing the Claims Administrator's records of all panels previously determined to be Qualifying Panels and the information provided in the Claim Form; and

10.3.2.3 Confirm, based on the materials submitted in the Claim Package, that none of the exclusions set forth in Paragraph 3 of the Limited Warranty apply to the Sanyo Settlement Panel(s) that are the subject of the claim. For example, the Claims Administrator shall examine the photographs submitted in the Claim Package to determine whether the Sanyo Settlement Panel(s) that are the subject of the claim appear to have suffered damage from external stress, such as falling rocks or other debris (excluded under Paragraph 3(h) of the Limited Warranty); or damage from environmental pollution such as soot, salt damage or acid rain (excluded under Paragraph 3(j) of the Limited Warranty), based upon reference photos provided by Panasonic.

10.4 Claimants to Attest to Accuracy and Cooperate with Claims Protocol. A Settlement Class Member who submits a Claim Package shall be required to: (i) declare under penalty of perjury that information or material submitted therein is true and correct, and (ii) to cooperate with Claims Protocol, including providing additional information or photographs if requested by the Claims Administrator or Panasonic.

10.5 Fraud and Abuse Prevention. Panasonic and the Claims Administrator shall each have the power to implement reasonable procedures designed to detect and prevent fraudulent or abusive claims. The Claims Administrator shall have authority to reduce or altogether deny a claim as to which the Settlement Class Member or any person acting on behalf of the Settlement Class Member has engaged in fraudulent and/or abusive practices, including but not limited to submitting false claims or documentation.

10.6 Claims Administrator's Initial Determination. The Claims Administrator shall evaluate each panel individually, irrespective of the number of Sanyo Settlement Panel(s) that are the subject of a Settlement Class Member's Claim Package. After the Claims Administrator completes the Substantive Review Phase and decides whether any of a Settlement Class Member's panels meet all of the criteria set forth in Paragraphs 10.3.1 and 10.3.2, the Claims Administrator shall send to the claimant Settlement Class Member, Settlement Class Counsel, and Panasonic written notification of its initial determination as to whether the panels meet all of the criteria set forth in Paragraphs 10.3.1 and 10.3.2. The Claims Administrator shall also send to Panasonic copies of the Claim Form and a photograph of each remedy-qualifying panel. Upon request by any

of the parties, the Claims Administrator shall provide that party with copies of any additional materials which were submitted as part of the claim.

- 10.7 Objections Process. Panasonic and the claimant Settlement Class Member shall have the right to object to Claims Administrator's initial determination (an "Objection"), on certain specified grounds. Objections shall be limited to (i) whether the Claims Administrator correctly decided that the panel(s) are Sanyo Settlement Panel(s); (ii) whether the Claims Administrator correctly decided that the panel(s) satisfied the criteria for Qualifying Damage; (iii) whether any of the Defendants ever previously provided a Settlement Remedy, compensation, or another limited warranty remedy for the panel(s) at any time (including to any previous owner); and (iv) whether the Claims Administrator correctly determined whether any of the exclusions set forth in paragraph 3 of the Limited Warranty reasonably apply to the panel(s). The Claims Administrator shall not consider any other grounds for objection. An Objection must state the specific grounds upon which the Objection is made. Objections must be made in writing to the Claims Administrator, with a copy to the other party, within twenty-one (21) days after the Claims Administrator issues its written initial determination. Panasonic shall have the right to make reasonable requests for information from claimant Settlement Class Members related to any possible grounds for Objection, and Settlement Class Members shall comply with such reasonable requests for information from Panasonic (and if they fail to do so, shall waive any right to a Settlement Remedy). The Claims Administrator may pose any reasonable questions it has to either party, for the sole purpose of assisting in the reconsideration of whether a panel is a Sanyo Settlement Panel, whether it satisfies the criteria for "qualifying damage," whether Defendants previously provided compensation or another remedy under the Limited Warranty for the panel, or whether any exclusion in the Limited Warranty applies. The Claims Administrator shall then issue a final determination provided in writing to both parties, based upon the original Claim Package materials, the Objection and any information provided in response, and the answers to any questions posed by the Claims Administrator.
- 10.8 All Criteria Must to be Satisfied to Qualify for Settlement Remedy. If, after completion of the Objections process or expiration of the time to file an objection, the Claims Administrator has determined that all of the criteria set forth in Paragraphs 10.3.1 and 10.3.2 are satisfied as to a Sanyo Settlement Panel that is the subject of a Claim Package and issues a determination to that effect, then that panel shall be considered a "Qualifying Panel."
- 10.9 Remedy for Qualifying Panels. Panasonic shall provide the Settlement Class Member a Settlement Remedy for each panel determined to be a Qualifying Panel through the above Claims Protocol. This shall be the Settlement Class Member's sole remedy for Qualifying Damage.
- 10.10 Confirmation Photographs. Any Settlement Class Member who receives a Settlement Remedy under the terms of this Agreement must, within thirty (30) days after receipt of the Settlement Remedy, submit to the Claims Administrator the following photographs ("Confirmation Photographs") of each Qualifying Panel for which a Settlement

Remedy was provided: (i) a Label Photograph of sufficient quality and detail to show the manufacturer, model number, and serial number of the panel; and (ii) a photograph of the entire backside of the panel, of sufficient quality to show any damage from external stress, including punctures, scratches, cracks, and other damage. The Claims Administrator shall send such Confirmation Photographs to Panasonic. If either (i) the Settlement Class Member fails to provide the required Confirmation Photographs for a panel within the allotted time; (ii) the Confirmation Photographs for a panel show that the panel is not a Sanyo Settlement Panel; (iii) Panasonic determines, based upon the Confirmation Photographs, that compensation or another remedy under the Limited Warranty was previously provided for the panel (including to a previous owner); or (iv) the Confirmation Photographs for a panel show that the panel is subject to one of the exclusions set forth in Paragraph 3 of the Limited Warranty, such as damage from external stress; the Settlement Class Member shall be obligated to return to Panasonic the Settlement Remedy received for the panel in question, at the Settlement Class Member's sole expense. Panasonic shall have the authority to take all appropriate actions, including all remedies provided by law, to compel the return of a Settlement Remedy in accordance with this paragraph. Panasonic shall inform the Claims Administrator of all instances in which it determines that a Settlement Class Member is obligated to return a Settlement remedy in accordance with this paragraph.

10.11 Claims Administrator to Maintain Records of Qualifying Panels. The Claims Administrator shall maintain a record of all panels determined to be Qualifying Panels for the duration of the Claims Period. Such records shall include, at a minimum, the serial number of each Qualifying Panel; the date on which the Claims Administrator's final determination as to the Qualifying Panel was issued; and the name of the Settlement Class Member who received a Settlement Remedy for the Qualifying Panel. When evaluating new claims received during the Claims Period, the Claims Administrator shall use the records maintained pursuant to this Paragraph to confirm whether a Settlement Remedy was ever previously provided for the panel(s) that are the subject of the claim.

11. Claims Administrator

- 11.1 Claims Administrator Duties. The Parties have agreed to engage a third-party claims administrator (the "Claims Administrator"), at Panasonic's cost and expense, to (i) receive, review, and render a decision as to all Claim Packages, according to the Claims Protocol set forth in Section 10; and (ii) facilitate the processing, payment, and tracking of any pro-rated refund offered by Panasonic as a Settlement Remedy.
- 11.2 Duty to Avoid Unnecessary Charges. The Claims Administrator shall efficiently and accurately implement the terms of this Agreement and the Claims Protocol set forth herein, and shall undertake reasonable efforts to be cost-efficient and avoid unnecessary charges in executing its duties. The Claims Administrator shall not spend any time beyond what is reasonable to resolve claims and Objections.
- 11.3 Claims Administrator Fees. The Claims Administrator's fees for claim processing and administration shall be subject to the following limits. For claims rejected or found to

be incomplete during the Preliminary Review Phase, the Claims Administrator shall charge no more than fifty U.S. dollars (\$50.00), calculated at a rate of fifty U.S. dollars per hour (\$50.00/hour). For claims resolved through the Substantive Review Phase, with no objections, the Claims Administrator shall charge no more than one hundred and fifty U.S. dollars (\$150.00) to review the Claim Package and render a decision as to all panels claimed therein. For claims resolved through the Substantive Review Phase and to which an Objection is filed, the Claims Administrator shall charge no more than three hundred U.S. dollars (\$300.00) to review the Claim Package, render a decision as to all panels claimed therein, and resolve the objection(s). For claims involving unusual circumstances (for example, a claim involving evaluation of more than 60 panels, or a large claim with complicated objections), Panasonic may give advance approval for the Claims Administrator to charge an agreed-upon amount in excess of the foregoing fee caps, based upon a reasonable hourly rate. Additionally, with advance approval from Panasonic, the Claims Administrator may also bill for reasonable additional labor, to the extent necessary to execute its duties.

- 11.4 Panasonic Responsible for Payment of Claims Administrator Fees. Panasonic shall pay the reasonable fees described above for the services of the Claims Administrator. Panasonic shall have the opportunity to review all such bills in advance of payment. The Claims Administrator shall submit its bills monthly to Panasonic unless otherwise directed by Panasonic.
- 11.5 Claims Protocol to Begin Within 30 Days of Effective Date. The Claims Administrator shall begin receiving Claim Packages immediately upon the occurrence of the Effective Date, and begin processing Claim Packages in accordance with the Claims Protocol set forth in Section 10 no later than thirty (30) days after the Effective Date.
- 11.6 Commitment from Claims Administrator to Comply with Applicable Terms. This Agreement is contingent upon a commitment from the Claims Administrator to comply with all provisions of this Agreement concerning the Claims Administrator's duties and responsibilities.

12. Qualifying Damage

- 12.1 Definition of Qualifying Damage. A Sanyo Settlement Panel shall be treated as having "Qualifying Damage" if the photographic evidence submitted by a Settlement Class Member establishes, as determined by the Claims Administrator, that the Sanyo Settlement Panel has one (1) or more contiguous sections of circular delamination, each with a diameter of twenty-five (25) millimeters or greater, which were not caused by external damage. Qualifying Damage shall not include circular delamination with a diameter less than twenty-five (25) millimeters, linear delamination, dot delamination, or any delamination caused by external damage. Reference photographs showing examples of panels with Qualifying Damage and panels with non-Qualifying Damage are attached hereto as Exhibit 6.

13. Claims Period

- 13.1 Definition of Claims Period. To receive a Settlement Remedy, a Settlement Class Member must submit a Claim Package to the Claims Administrator within the earlier of: (i) twenty (20) years of the original purchase date of the Sanyo Settlement Panel(s) that are the subject of the claim; or (ii) December 31, 2029 (the “Claims Period”). For avoidance of doubt, any Settlement Class Member belonging to the Subsequent Title Holder Subclass must submit their Claim Package to the Claims Administrator within twenty (20) years of the date on which the Sanyo Settlement Panel(s) were purchased by the original purchaser, subject to the applicable end dates listed above, regardless of when the Settlement Class Member purchased the property on which the Sanyo Settlement Panel(s) were already installed. If the Settlement Class Member cannot supply the original purchase date of the Sanyo Settlement Panel(s) that are the subject of the claim, the original purchase date shall be treated as exactly three (3) months after the date of manufacture shown on the full backside label of the Sanyo Settlement Panel(s).
- 13.2 Date of Submission. A Claim Package shall be deemed “submitted” on the date it is postmarked, if sent to the Claims Administrator via physical mail, or on the date of electronic transmission, if sent to the Claims Administrator via electronic means.
- 13.3 Claims Submitted Outside Claims Period are Barred. Any Settlement Class Member who does not submit a Completed Claims Package within the applicable Claims Period shall be barred from receiving any Settlement Remedy under this Agreement.
- 13.4 Settlement Class Members Bound Regardless of Claim Submission. Irrespective of whether a Settlement Class Member submits a Claim Package within the applicable Claims Period, all Settlement Class Members shall be subject to and bound by this Agreement, including all Releases set forth in Section 17.

14. Other Limited Warranty Claims to be Submitted to Panasonic

- 14.1 Limited Warranty Claims to be Submitted to Panasonic. The Releasing Parties acknowledge that the Sanyo Defendants were previously dissolved, and are no longer capable of processing warranty claims. Any and all claims for warranty relief submitted by Settlement Class Members as to Sanyo Settlement Panels under the Limited Warranty, with the exception of claims for Qualifying Damage (which shall be governed by the Claims Protocol set forth in this Agreement), shall hereafter be submitted to Panasonic according to the instructions provided on Panasonic’s warranty website, at <http://na.panasonic.com/us/support/solar-warranty>, either via e-mail at to PanasonicHIT@us.panasonic.com, or via physical mail to Panasonic Life Solutions Company, a division of Panasonic Corporation of North America, 8755 Citizens Drive, Suite 205, Wilsonville, OR 97070. Upon receipt of a claim under the Power Warranty, Panasonic may approve or reject the claim based upon information submitted by the Settlement Class Member, or it may conduct measurements (itself or using a designated representative) to determine the actual power output of the panel(s) that are the subject of the claim before rendering a decision. All references to “SANYO” in the Limited Warranty shall hereafter be treated as references to Panasonic.

14.2 Other Terms and Conditions of Limited Warranty Remain in Effect. Except as otherwise provided in this Agreement, all other terms and conditions set forth in the Limited Warranty shall remain in effect. For avoidance of doubt, nothing in this Agreement shall serve to extend the applicable warranty period, nor to modify any applicable warranty exclusions.

15. Class Representative Incentive Award

15.1 Incentive Award. In recognition of the time and effort expended by Plaintiff in pursuing this litigation, Settlement Class Counsel will ask the Court to approve an incentive award for Plaintiff not to exceed \$5,000.00, to be paid by Panasonic within thirty (30) days after the occurrence of the Effective Date. Defendants agree that they will not object to such a request by Class Counsel for an incentive award to Plaintiff not to exceed \$5,000.00. Plaintiff may also seek a Settlement Remedy for any Qualifying Panels by submitting a Claim Package in accordance with the Claims Protocol set forth in Section 10. No other agreement exists between or among the Parties as to payments to be made to Plaintiff.

16. Attorneys' Fees, Costs, and Expenses

16.1 Attorneys' Fees. Within thirty (30) days after the occurrence of the Effective Date, Panasonic shall pay to an account designated by Settlement Class Counsel one million seven hundred forty five thousand U.S. dollars (\$1,745,000.00) for attorneys' fees, costs, and expenses in connection with this Action and Settlement (the "Settlement Attorneys' Fees"). For avoidance of doubt, Panasonic shall have no obligation to pay Settlement Attorneys' Fees if it exercises its termination rights in accordance with Paragraph 5.6, if the Court does not grant preliminary or final approval of the Settlement, and/or if the Final Order and Judgment do not become final for any reason.

16.2 Waiver and Release of Other Attorneys' Fees, Costs, and Expenses. Upon the occurrence of the Effective Date, Settlement Class Counsel shall be conclusively deemed to have waived and fully, finally, and forever released the Released Parties from any and all claims for attorneys' fees, costs, and expenses, other than the Settlement Attorneys' Fees. For avoidance of doubt, neither party shall be considered a "prevailing party," and in no event shall the Released Parties be liable for any fees, costs, or expenses that would otherwise be payable to a "prevailing party" under statute or other legal authority.

16.3 Parties to Bear Their Own Costs. Except as provided in this Agreement regarding the Settlement Attorneys' Fees, the Parties shall bear their own attorneys' fees, costs, and expenses associated with the Action and this Settlement.

17. Releases

17.1 Definition of Releasing Parties. As used in this Agreement, the "Releasing Parties" shall mean all Settlement Class Members and their agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, who have not properly and timely opted out of the Agreement pursuant to its terms,

- 17.2 Definition of Released Parties. As used in this Agreement, the “Released Parties” shall mean the Defendants (*i.e.*, Panasonic and the Sanyo Defendants) and any and all past, present, and future parent companies, subsidiaries, predecessors, successors, divisions, affiliates, assigns, and their respective past, present, and future officers, stockholders, directors, agents, employees, attorneys, insurers, or representatives; and any third party who played a role in the manufacture, distribution, and/or sale of Sanyo Settlement Panels.
- 17.3 Definition of Released Claims. As used in this Agreement, “Released Claims” shall mean any and all manner of claims, demands, judgments, actions, suits, and causes of action, whether class, derivative, individual, direct, indirect, or otherwise in nature, damages whenever and however incurred, liabilities of any kind, including costs or losses of any kind or nature, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, contingent or non-contingent, whether in law, in equity, or otherwise, that the Releasing Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Parties that arise from or relate to any claims or Allegations asserted in the Action, or that could have been asserted in the Action, except as provided in Paragraph 17.4 (exclusions from released claims). The Released Claims include, without limitation, all causes of action related to the design, specification, manufacture, production, promotion, advertising, sale, representation, distribution, installation, and denial or suppression of warranty remedies as to the Sanyo Settlement Panels in connection with delamination or any other aspect of the Allegations, without regard to whether such causes of action are or could be brought pursuant to common law, or any federal or state statute, regulation, or ordinance, including but not limited to federal or state statutes or regulations concerning unfair competition; unfair or deceptive methods of competition; unfair, deceptive, fraudulent, unconscionable, false or misleading conduct, acts, advertising or trade practices; consumer protection; or breach of warranty; or under the common law of any state as a claim for breach of contract, breach of express and implied warranties, reformation of warranty, breach of fiduciary duty, fraud, intentional misconduct, unjust enrichment, misrepresentation (negligent or otherwise), tort, negligence, breach of constructive trust, breach of the implied covenant of good faith and fair dealing, or any other common law or statutory basis, except as provided in Paragraph 17.4 (exclusions from released claims).
- 17.4 Exclusions from Released Claims. The Released Claims shall not include claims for personal injury and/or property damage related to fires; claims against persons or entities other than the Released Parties; or claims for breach of this Agreement.
- 17.5 Waiver and Release of Released Claims Upon Effective Date. Upon the Effective Date, the Releasing Parties shall be conclusively deemed to have waived and fully, finally, and forever released, acquitted, and discharged the Released Parties from any and all Released Claims.
- 17.6 Waiver and Release of Warranty Rights Upon Effective Date. Upon the Effective Date, the Releasing Parties shall be conclusively deemed to have waived and fully,

finally, and forever released any and all provisions, rights, and benefits conferred by the Limited Warranty related to the Allegations. For the avoidance of doubt, the Releasing Parties shall not be deemed to have waived or released provisions, rights, or benefits conferred by the Limited Warranty that are unrelated to the Allegations. Submission and resolution of claims under the Limited Warranty that are unrelated to the Allegations shall be governed by the procedures set forth in Paragraph 14.1.

- 17.7 Waiver and Release of Section 1542 Rights Upon Effective Date. Upon the Effective Date, the Releasing Parties shall be conclusively deemed to have waived and fully, finally, and forever released any and all provisions, rights, and benefits conferred by (i) Section 1542 of the California Civil Code, which provides as follows:

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;

or (ii) any equivalent, similar, or comparable present or future law or principle of law in any jurisdiction; or (iii) any law or principle of law in any State or territory of the United States, any foreign state or any other jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above. The Releasing Parties, and each of them, may hereafter discover facts other than or different from those which they know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties hereby expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim, accrued or unaccrued claim, loss, or damage with respect to the Released Claims, whether or not concealed or hidden, without regard to the subsequent discovery or existence of such additional or different facts. The foregoing release of unknown, unanticipated, unsuspected, and unaccrued losses or claims with respect to the Released Claims is contractual and intentional, and not a mere recital.

- 17.8 Covenant Not to Sue. The Releasing Parties covenant not to, directly or indirectly, sue the Released Parties with respect to the Released Claims. The Parties agree that breach of this provision would result in irreparable injury to the Released Parties and, in the event of a breach of this provision, the Released Parties shall, without any requirement of a bond, be entitled to injunctive relief enjoining the assertion of the Released Claims. The Released Parties shall be entitled to recover attorneys' fees and any other cost of defense incurred as a result of a violation of this covenant by a Releasing Party. For avoidance of doubt, if one of the Defendants is joined as a party or otherwise faces potential liability in connection with an action brought by a Releasing Party against a third party who played a role in the manufacture, distribution, marketing, and/or sale of the Sanyo Settlement Panels with respect to the Released Claims, that Defendant shall be entitled to recover attorneys' fees and other defense costs from the Releasing Party bringing the action.

17.9 Acknowledgment of Sanyo Defendants' Lack of Capacity to be Sued. The Releasing Parties acknowledge that the Sanyo Defendants were previously dissolved and lack the capacity to be sued, and that the Released Claims against the Sanyo Defendants are therefore be subject to dismissal with prejudice on that basis, in addition the Releases set forth above. The Releasing Parties further acknowledge that the Sanyo Defendants are assuming no executory obligations under the Settlement.

18. Other Terms and Conditions

18.1 Agreement for Settlement Purposes Only. This Agreement, whether or not consummated, and any actions or proceedings pursuant to this Agreement, are for settlement purposes only. Neither the fact of, nor any provision contained within this Agreement or its Exhibits, nor any action taken hereunder shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiff in the Action or in any other action, or of any wrongdoing, fault, violation of law, unfair or unlawful business practice or other type of liability of any kind on the part of Defendants, or admission by Defendants of any claim or allegation made in this Action or any other action; or as an admission of Plaintiff or Settlement Class Members to the validity of any defense asserted against them in this Action or in any other action.

18.2 Effect of Termination of this Agreement. In the event that Panasonic exercises its termination rights in accordance with Paragraph 5.6 or the Settlement does not become effective for any other reason, this Agreement shall become null and void and of no further force and effect. In such instance, this Agreement and any negotiations, statements, communications, or proceedings relating thereto, and the fact that the Parties agreed to the Settlement, shall be without prejudice to Plaintiff, Defendants, or any Settlement Class Member, shall not be used for any purpose whatsoever in any subsequent proceeding in this Action or in any other action in any court or forum, and shall not be construed as a concession or admission by any party of any fact, matter, or litigation. Notwithstanding the foregoing, if the Court does not approve any material part of this Agreement or if, on appeal, an appellate court fails to affirm the Final Order and Judgment entered pursuant to this Agreement, the Parties may (but are not obligated to) agree in writing to amend this Agreement and proceed with the Settlement so amended.

18.3 Best Efforts to Consummate Settlement. Plaintiff, Defendants, and their respective counsel agree to cooperate fully in seeking Court approval of this Agreement, to use their best efforts to effect the consummation of the Settlement provided for herein, and to execute all such additional documents as shall be reasonably necessary to carry out the provisions of this Agreement. In the event that Panasonic exercises its walk-away rights in accordance with Paragraph 5.6; the Court does not approve any material part of this Agreement; or, on appeal, an appellate court fails to affirm the Final Order and Judgment entered pursuant to this Agreement, the Parties agree to negotiate reasonably and in good faith to reach an appropriate amended Agreement.

18.4 Headings Not To Affect Meaning or Interpretation. The headings and sub-headings

contained in this Agreement are inserted for purely for convenience, and shall not affect in any way the meaning or interpretation of this Agreement.

- 18.5 Notice Pursuant to 28 U.S.C. § 1715. Panasonic shall timely submit all materials required to be sent to appropriate Federal and State officials pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715. The Parties shall request that the Court schedule any Final Approval Hearing in compliance with the provisions of 28 U.S.C. § 1715.
- 18.6 Limitation of Waiver of Breach. The waiver by any of the Parties of any breach of the terms of this Agreement shall not be deemed or construed to be a waiver of any other breach of this Agreement, whether prior, subsequent, or contemporaneous.
- 18.7 Assumption of Risk. In entering into this Agreement and the Settlement provided for herein, the Parties assume the risk of misrepresentation, concealment, or mistake. If the Parties should subsequently discover that any fact relied upon by the Parties in entering into this Agreement not expressly set forth in this Agreement is untrue, or that any fact was concealed from the Parties, or that the Parties' understanding of the facts or of the law is incorrect, or hereafter discover facts other than, different from, or in addition to those that the Parties know or believe to be true, the Parties, or any of them, shall not be entitled to any relief in connection therewith, including, without limitation, any alleged right or claim to set aside or rescind this Agreement, unless a Party can demonstrate that a representation expressly set forth in this Agreement was untrue. This Agreement is intended to be and is final and binding, regardless of any claims of misrepresentation, promise (other than those set forth in this Agreement) made without intention to perform, concealment of fact, mistake of fact or law, subsequent discovery or existence of other, different or additional facts, or any other circumstance whatsoever.
- 18.8 Execution of Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original. All counterparts shall constitute one Agreement, binding on all Parties hereto, regardless of whether all Parties are signatories to the same counterpart, but the Agreement shall be without effect unless and until all Parties to this Agreement have executed a counterpart.
- 18.9 No Party to be Considered the Drafter. Settlement Class Counsel and counsel for Defendants have materially participated in the drafting of this Agreement. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter.
- 18.10 Public Statements Regarding Action and Settlement. If any Party is asked by the media for comment regarding the Action and/or Settlement, the Parties shall work cooperatively to prepare a joint statement and/or press release and coordinate appropriate public comments about the Action and/or Settlement. The Parties shall not otherwise volunteer statements to the media.

18.11 Governing Law. This Agreement shall be deemed to have been executed and delivered in the State of New Jersey, and shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without regard to the conflict of law rules of the State of New Jersey. Any and all disputes related to the enforcement or interpretation of this Agreement shall be resolved in United States District Court for the District of New Jersey.

18.12 Entire Agreement. This Agreement and its Exhibits constitute the entire agreement of the Parties with respect to the subject matter herein. The Exhibits attached hereto are incorporated as if fully set forth in the body of this Agreement. The Settlement contemplated by this Agreement is not subject to any condition not expressly provided for herein, and there exist no collateral or oral agreements relating to the subject matter of this Agreement. In entering into this Agreement, none of the Parties is relying on any promise, inducement, or representation other than those set forth herein and in the Exhibits hereto. Any agreement purporting to change or modify the terms of this Agreement or the Exhibits hereto must be in writing, signed by counsel for each of the Parties to this Agreement

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

DATED:

Richard Ziccarello
Plaintiff

DATED:

LEVIN SEDRAN & BERMAN, LLP

Charles E. Schaffer
Attorneys for Individual and Representative Plaintiff
Richard Ziccarello

DATED:

BIRKA-WHITE LAW OFFICES

David M. Birka-White
Attorneys for Individual and Representative Plaintiff
Richard Ziccarello

DATED:


FARELLA BRAUN & MARTEL LLP

John D. Green
Attorneys for Individual and Representative Plaintiff
Richard Ziccarello

DATED:

Dec 8, 2020


PANASONIC CORPORATION OF NORTH AMERICA



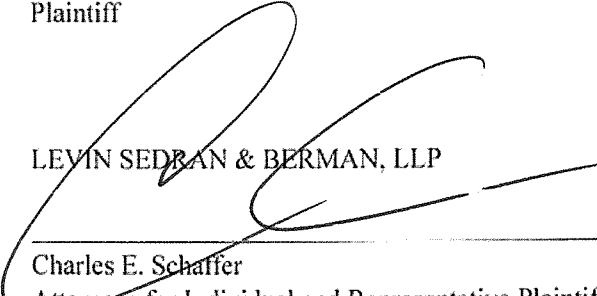
Jessica Hodkinson
Vice President, General Counsel, and Secretary

IN WITNESS WHEREOF, each of the undersigned signatories has read and understood this Agreement, has executed it, and represents that he or she is authorized to execute this Agreement on behalf of the Party or Parties he or she represents, who or which has agreed to be bound by its terms and has entered into this Agreement.

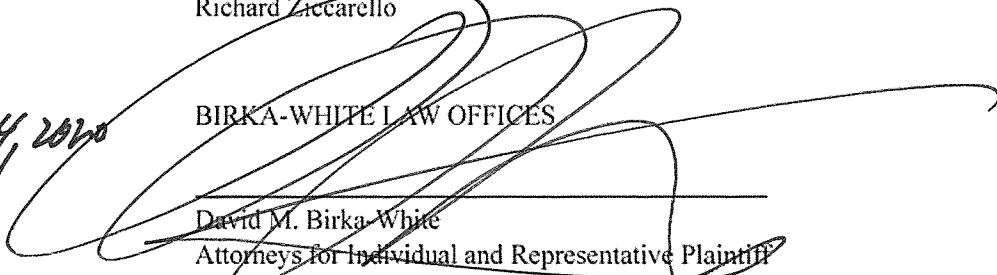
DATED: 12-13-2020


Richard Ziccarello
Plaintiff

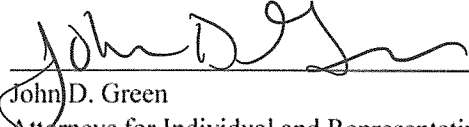
DATED: 12/14/2020

LEVIN SEDRAN & BERMAN, LLP

Charles E. Schaffer
Attorneys for Individual and Representative Plaintiff
Richard Ziccarello

DATED: December 14, 2020

BIRKA-WHITE LAW OFFICES

David M. Birka-White
Attorneys for Individual and Representative Plaintiff
Richard Ziccarello

DATED: 12/14/2020

FARELLA BRAUN & MARTEL LLP

John D. Green
Attorneys for Individual and Representative Plaintiff
Richard Ziccarello

DATED:

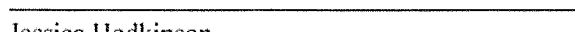
PANASONIC CORPORATION OF NORTH AMERICA

Jessica Hodkinson
Vice President, General Counsel, and Secretary

EXHIBIT 1
to Exhibit A of Declaration of
David Birka-White



HIT Solar Module Limited Warranty

Models: HIP-180BA3, HIP-190BA3, HIP-195BA3, HIP-200BA3

Scope of Warranty Coverage: This warranty applies to HIT solar cell module model number(s) listed above (hereinafter, "Product(s)") and sold by SANYO Energy (USA) Corporation (hereinafter, "SANYO") and is extended to the original end-user purchaser (hereinafter, "Customer").

1. Limited Product Warranty – Two-Year Repair or Replacement. SANYO warrants the Product(s) to be free from defects in materials and workmanship under normal application, installation, use and service conditions. If the Product(s) fails to conform to this warranty, SANYO will, at its sole option, either repair or replace the Product(s). This warranty shall extend for a period ending twenty-four (24) months from date of purchase by the Customer. This repair or replacement remedy shall be the sole and exclusive remedy provided under this warranty and the original product warranty period remains in effect and will not be extended, nor will a new warranty period begin, upon repair or replacement of defective Product(s).

The following conditions apply to this Limited Product Warranty:

- a) The warranty remedy will extend only to claims received before the end of the warranty period.
- b) SANYO reserves the right to repair or replace the original Product(s) with new or refurbished Product(s). Only one option will be implemented at SANYO's sole discretion.
- c) Product(s) removal, transportation, reinstallation, and related fees are excluded from this Limited Product Warranty.
- d) This warranty is applicable to the Product(s) only and does not apply to any other system components or parts.

2. Limited Power Output Warranty – Limited Remedy. SANYO warrants the power output degradation will not fall under 80% of the designated Minimum Power (P_{min}) output shown below on Table 1 from date of Product(s) purchase by the Customer. Upon receipt of a warranty claim, SANYO or its designated representative shall conduct measurements to determine the actual power output of the Product(s). SANYO's measurement shall be the sole determination for purposes of warranty settlement.

If such power loss is the result of a product defect, as determined by SANYO in its sole and absolute discretion, SANYO will supplement the output deficiency using one of the following remedies:

- a) SANYO may provide additional new or refurbished Product(s) to restore the deficient output; or
- b) SANYO may repair or replace the Product(s) with new or refurbished Product(s); or
- c) SANYO may refund the Customer the original Product(s) purchase price less depreciation. The refund will be pro-rated by the number of years and/or months from the date of purchase by the Customer.

When one of the power output supplemental remedies is employed, the following conditions will apply:

- a) The warranty remedy will extend only to claims received before the end of the warranty period.
- b) The purchase date of original Product(s) shall determine the start of the warranty period in the event SANYO repairs, replaces, or adds more Product(s).

- c) Supplemental remedies may not be combined. One remedy option (additional Product(s), repair/replacement of Product(s), or prorated refund) will be employed, at SANYO's sole option.
- d) Product(s) removal, transportation, reinstallation, and related fees are excluded from this Limited Power Output Warranty.

Table 1. Minimum Output Power Allowances

Period	Remarks
At the Time of Purchase	Minimum Power (P _{min}) = 90% of the nominal maximum output power stated in specification
0-10 years	90% of the minimum power at the time of purchase
10-20 years	80% of the minimum power at the time of purchase

Note: Minimum output power is measured at an optimum voltage under standard test conditions of 1000W/m² at a cell temperature of 25°C.

3. Limited Warranty Exclusions. The Limited Warranty described above in sections 1 and 2 excludes any of the following conditions:

- a) Improper usage, installation, wiring, handling, removal, or maintenance and abuse, neglect, or accident.
- b) Product(s) sold and/or installed outside the geographic territory of North America (defined as the United States, Canada, and Mexico).
- c) Lack of compliance with National Electric Code, or SANYO installation instructions, or use and maintenance instructions.
- d) Marine, recreation vehicle and/or mobile installations of any kind.
- e) Alteration or improper application, such as, but not limited to, use with mirrors, under concentrated sunlight, and direct contact with solar thermal systems.
- f) Damage from abuse, alteration, installation or improper repair by anyone other than SANYO-authorized and trained technicians.
- g) Improper storage, packaging or transportation.
- h) Damage from external stress, such as falling rocks or other debris.
- i) Damage from environmental pollution such as soot, salt damage, or acid rain.
- j) Damage from defects in system-related parts and components, or non-compatibility of Product(s) with system and related components.
- k) Damage from extreme natural conditions (earthquakes, typhoons, tornados, volcanic activity, flooding, tsunami, lightning, heavy snow, etc.) and fire, power surges, power failures or other unforeseen circumstances that are beyond SANYO's control.
- l) Damage from terrorist acts, riots, war or other man-made disasters.
- m) External stains or scratches that do not affect output.
- n) Damage due to sound, vibration, rust, scratching, or discoloration that are the result of normal wear and tear, aging or continuous use.
- o) Expiration of warranty, no evidence of purchase, or no proof of delivery and installation by a SANYO-authorized representative or dealer.
- p) Altered, removed, or illegible Product(s) serial number(s).

4. Limitation of Warranty. THE EXPRESS WARRANTIES SET FORTH HEREIN SHALL CONSTITUTE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCT(S). SANYO HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, USE, OR APPLICATION, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON SANYO'S PART, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY SANYO.

SANYO SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR DAMAGE OR INJURY TO PERSONS OR PROPERTY, OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE PRODUCT(S), INCLUDING WITHOUT LIMITATION, ANY DEFECTS IN THE PRODUCT(S), OR FROM USE OR INSTALLATION. IN NO EVENT SHALL SANYO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOSS OF USE, LOSS OF PROFITS, LOSS OF PRODUCTION, OR LOSS OF REVENUES FOR ANY REASON WHATSOEVER. SANYO'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT OR SERVICE FURNISHED, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY IN SOME STATES THAT DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OF DAMAGES.

5. Obtaining Warranty Performance. Customers who believe they have a justified claim covered by this Limited Warranty must immediately notify an authorized SANYO representative or contact SANYO directly by writing to:

SANYO Energy (USA) Corporation
 Attn: Solar Products Warranty Claim
 2055 SANYO Avenue
 San Diego, CA 92154

Customers may also contact SANYO via its website under Industrial, Solar products at www.sanyo.com. Claims must accompany evidence of the product purchase date by the Customer. Note that the return of any Product(s) will not be accepted by SANYO unless accompanied by a valid return material authorization and prior written authorization issued by SANYO.

6. Severability. If a part, provision or clause of this Limited Warranty, or its application to any person or circumstance is held invalid, void or unenforceable, such holding shall not affect this Limited Warranty and all other parts, provisions, clauses or applications shall remain, and, to this end, such other parts, provisions, clauses or applications of this Limited Warranty shall be treated as severable.

7. Disputes. The Customer may bring no action, regardless of form, arising out of or in any way connected with this Limited Warranty, more than one (1) year after the cause of action has occurred. THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS; CUSTOMERS MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8. Replacements. Product(s) that is replaced by SANYO shall become the property of SANYO. SANYO reserves the right, at its sole option, to deliver another type of new or refurbished Product(s) that may differ in size, color, shape, model number, and/or power level.

9. Force Majeure. SANYO shall not be held responsible or liable to the Customer or any third-party arising out of any non-performance or delay in performance of any terms and conditions of sale, including this Limited Warranty, due to acts of God, war, riots, strikes, unavailability of suitable and sufficient labor, material, die, or capacity or technical or yield failures and any unforeseen event beyond its control, including, without limitations, any technological or physical event or conditions which is not reasonably known or understood at the time of the sale of the Product(s) or the claim.

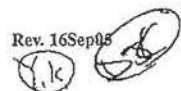


EXHIBIT 2
to Exhibit A of Declaration of
David Birka-White

CONFIDENTIAL
SUBJECT TO FRE 408

If You Own Sanyo-Brand Solar Panels You could Get Replacement Panels or a Cash Benefit from a Class Action Settlement

A settlement has been reached in a lawsuit, known as *Ziccarello v. Sanyo Energy (U.S.A.) Corp., et al.*, No. 19-CV-16623 pending in the District of New Jersey. The lawsuit claims certain Sanyo-brand solar panels “delaminate” over time, which may sometimes result in power loss. The Defendants deny these claims and that they did anything wrong.

Are you included?

You are included if you: (a) purchased and installed Sanyo-brand solar panels in the HIP-xxxBA2, BA3, or BA5 model series in the United States for residential use or (b) purchased residential property with these Sanyo-brand solar panels installed.

What does the Settlement provide?

The Settlement provides replacement panels and/or cash payments for eligible individuals whose panels have qualifying damage and are still within the 20-year limited power output warranty period. The Defendants will pay for the cost of notice, administration, a \$5,000 service payment to class representative Richard Ziccarello, and \$1,745,000 for fees and expenses of the attorneys representing the class.

How can I get benefits?

If the Settlement is approved by the court, you will be able to submit a claim for benefits. You must submit a valid claim form to get benefits. (You must provide photos of qualifying damage and proof of ownership.) Your claim must be received by **the earlier of: 20 years after the original purchase date** of your Sanyo Settlement Panels or **December 31, 2029**. Sample pictures of qualifying damage are available at the website. This claim procedure will replace the current procedures for claims about “delamination” under the 20-year Sanyo limited power output warranty. Complete details can be found on the website below.

What are my rights?

If you do nothing, you will be bound by the Court’s decisions and will get no benefits. If you want to keep your right to sue the Defendants, you must exclude yourself by _____. If you stay in the Settlement, you may object to it by _____.

The Court will hold a hearing on _____ to consider whether to approve the Settlement and a request for attorney fees. You or your own lawyer may appear at the hearing at your expense, but you do not have to appear. After the hearing, you can find out whether the court approved the Settlement and claims are being accepted by visiting the website or calling the number below.

This is only a summary.

For more information call: 1-000.000.0000 or visit www.SanyoSolarClaims.com

EXHIBIT 3
to Exhibit A of Declaration of
David Birka-White

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If You Own Certain Sanyo-Brand Solar Panels,
You Could Get Benefits From a Settlement**

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

- **Please read this notice carefully. Your legal rights may be affected whether or not you act.**
- A settlement has been reached in a class action lawsuit with Sanyo Energy (U.S.A.) Corporation, Sanyo North America Corporation, and Panasonic Corporation of North America (together called the “Defendants”). The lawsuit claims certain Sanyo-brand solar panels “delaminate” over time, which may sometimes result in power loss. Defendants deny the claims in the lawsuit, and that they did anything wrong.
- The Settlement generally includes anyone who purchased and installed Sanyo-brand solar panels from model series HIP-xxxBA2, BA3, and BA5 model series for residential use, or purchased residential property with Sanyo-brand solar panels from those model series installed on it.
- The Settlement will provide replacement panels or cash payments for eligible individuals; and pay notice costs, administration costs, a service payment to the Class Representative, and \$1.745 million in attorneys’ fees and costs.
- This Notice contains important information about your legal rights. Your legal rights are affected whether you act or not. **Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT BY _____	You can write to the Court about why you do not like the Settlement. <i>See</i> Question 26.
EXCLUDE YOURSELF BY _____	You may exclude yourself from the Settlement. This is the only option that allows you to sue any of the Defendants about the claims in this case. You will not get benefits from the Settlement if you exclude yourself. <i>See</i> Question 21.
GO TO THE HEARING ON _____	You may ask to speak in Court about the settlement. <i>See</i> Questions 28-30.
SUBMIT A CLAIM FORM	If the Settlement is approved, you can submit a claim to get benefits by the earlier of: 20 years from the date your panels were originally purchased or December 31, 2029. <i>See</i> Question 19.
DO NOTHING	You will give up any rights you have to sue Defendants about the claims in this case. If you do not submit a claim by the deadline, you will not be able to get a solar panel replacement or payment from the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will only be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

This notice is to let you know about a proposed Settlement in a class action lawsuit that may affect your rights, including your right to file a claim, object to, or exclude yourself from the Settlement, before the Court decides whether to approve it. This notice explains the lawsuits, the Settlement, and your legal rights.

Judge Esther Salas of the United States District Court for the District of New Jersey is overseeing the case. The case is called *Ziccarello v. Sanyo Energy (U.S.A.) Corp., et al.*, No. 19-CV-16623.

The people who sued are called the “Plaintiffs.” Sanyo Energy (U.S.A.) Corporation, Sanyo North America Corporation, and Panasonic Corporation of North America, the companies who were sued, are called the “Defendants.”

Information about the Settlement is summarized in this notice. More detail is provided in the Settlement Agreement, available at www.SanyoSolarClaims.com.

2. What is this lawsuit about?

This lawsuit claims that Sanyo-brand solar panels in the BA3 Model Series and similarly designed model series (including the HIP-xxxBA2 and HIP-xxxBA5 model series) “delaminate” over time, meaning that the laminated parts of the solar panel separate from each other, and could cause power loss in some situations.

The Plaintiff claims that the Defendants did not correctly apply a limited warranty for these “delaminated” solar panels, which is supposed to provide a refund, repair, or replace solar panels if their power output falls below specific levels in certain conditions (“Power Warranty”). The Plaintiff also claims that the Defendants did not take electrical measurements of the power output of Sanyo-brand solar panels after Defendants received these Power Warranty claims.

Defendants deny these claims. The Court has not decided who is right. **The Court has not found any of the Defendants liable for any of Plaintiff’s claims.**

3. What solar panels are included in this lawsuit?

The Sanyo-brand solar panels included in this lawsuit (“Sanyo Settlement Panels”) are the HIP-xxxBA3 model series (the “BA3 Model Series”) and similarly-designed model series (including the HIP-xxxBA2 and HIP-xxxBA5 model series). For example, Sanyo solar panels with the model numbers HIP-180BA3, HIP-186BA3, HIP-190BA3, HIP-195BA3, and HIP-200BA3 are all in the BA3 Model Series.

The Sanyo Settlement Panels were manufactured and marketed by Sanyo Energy from approximately 2001 to 2010.

4. Why is this a class action?

In a class action, one or more people or businesses called “class representatives” sue on behalf of a group of others with similar claims (called a “class”). All of these people together are “class members.” In this case, the Class Representative is Richard Ziccarello.

If the Court decides that a lawsuit should proceed as a class action, everyone's claims can be combined into a single court proceeding, which is more efficient than having many separate lawsuits about similar claims. In a class action, one Court resolves the issues for all class members, except for those individuals who exclude themselves from the class (*see* Question 21).

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or Defendants. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, they avoid the costs and uncertainty of a trial, and Settlement Class Members receive the benefits described in this notice. The proposed Settlement does not mean that any law was broken or that the Defendants did anything wrong. The parties believe that the Settlement is fair, reasonable, and adequate and will provide substantial benefit to the Settlement Class.

WHO IS INCLUDED IN THE LAWSUIT?

If you received mailed notice of the Settlement, then you are believed to be a Settlement Class Member. But even if you did not receive a notice by mail, you may be a Settlement Class Member, as described below.

6. How do I know if I'm included?

You are included in the Settlement Class if you are one of the following:

- 1) **Original Purchaser:** A person or entity in the United States who purchased and installed Sanyo Settlement Panels for residential use (*see* Question 3).
- 2) **Subsequent Title Holder:** A person who purchased a private residence, building, or ground mounted Sanyo solar system in the United States on which Sanyo Settlement Panels were originally installed for residential use.

7. Are there exceptions to being included?

The Settlement does not include:

- Any person who excludes themselves from the Class (*see* Question 21);
- Defendants, any entity in which any Defendant has a controlling interest, and Defendants' legal representatives, heirs, and successors;
- Settlement Class Counsel and any member of Settlement Class Counsel's immediate family; and
- Any judge to whom any aspect of this case is assigned and any member of that judge's immediate family.

8. What if I'm still not sure if I'm included?

If you are not sure whether you are a Settlement Class Member after carefully reading this notice, please visit the website, www.SanyoSolarClaims.com, or call the toll free number, 1-800-000-0000, for more information and to find out how to get a copy of the settlement agreement, which has more details about the Settlement.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

If the Settlement is approved and becomes final, it will provide benefits to Settlement Class Members, including: replacement panels or cash payments for eligible individuals (*see* Question 10), notice costs, administration costs, and attorneys' fees and costs.

This procedure to submit and resolve settlement claims will replace the current procedure to submit and resolve claims regarding "delamination" under the 20-year Sanyo limited power output warranty.

The settlement also provides updated instructions for submitting future warranty claims about Sanyo Settlement Panels that are unrelated to qualifying damage. The Settlement Agreement, available at www.SanyoSolarClaims.com, has more information.

10. What can I get from the Settlement?

If you are a Settlement Class Member and the Claims Administrator decides that you meet the requirements described in Question 14, you may get **one** of the following benefits. Defendants will choose which benefit you receive.

- 1) **Payment:** You will get a payment equal to the original purchase price of your qualifying Sanyo Settlement Panels, after reducing for depreciation. Depreciation will take into consideration the original purchase price, the time that has elapsed since purchase, and the amount of time left in your Power Warranty period of twenty (20) years.

For example, a payment for a qualifying panel purchased 10 years ago at a purchase price of \$700, would be \$350, or half the original purchase price.

For the purposes of this calculation, a partial year of less than six months is not counted for depreciation purposes; and a partial year of 6 months or more is counted as a full year for depreciation purposes. For example, if a qualifying panel was purchased nine years and five months before the claim was submitted, the payment would be reduced for nine years. However, if a qualifying panel was purchased nine years and six months before the claim was submitted, the payment would be reduced for 10 years.

If you cannot provide the original purchase price of your qualifying panels, then your payment will be based on the value of a panel with an original purchase price of \$700.

- 2) **Replacement Panels:** You will be sent new or refurbished solar panels to replace your qualifying Sanyo Settlement Panels. Replacement panels provided as part of this Settlement may be different in size, color, shape, model number, manufacturer, and/or power level from your qualifying Sanyo Settlement Panels, and from other replacement panels that Defendants provide. However, all replacement panels will generate the level of power output guaranteed under the applicable Sanyo 20-year limited power output warranty.

11. If I get the replacement panel is my warranty or the claims period for delamination extended?

No. If your Sanyo Settlement Panel is replaced, the warranty and claims period that applied to the original Sanyo Settlement Panel will not change. This means that even if you receive a replacement solar panel, no new warranty coverage period will apply, and your warranty period will not be extended. Coverage for “delamination”-related issues will only be available through the Settlement claim process. Claims can only be submitted until the earlier of: 20 years from the date the original, replaced Sanyo Settlement Panel was purchased or December 31, 2029.

12. Does the Settlement cover expenses related to collecting evidence for my claim or installing the replacement panel?

No. The Settlement does not cover any expenses related to: (a) collecting evidence to show that your Sanyo Settlement Panels have Qualifying Damage or (b) replacement panel removal, transportation, reinstallation, or related fees.

13. Can I get both replacement panel and a payment?

No. You may only get one benefit. The Defendants will choose which benefit you receive.

14. Who can file a claim for benefits?

If you are a Settlement Class Member, you may be able to receive a replacement panel or payment, described in Question 10, as long as you meet all of the following requirements:

- 1) You own Sanyo Settlement Panels for which the 20-year Power Warranty has not expired. This means that it has been less than 20 years since the date your Sanyo Settlement Panels were originally purchased. If you are a Subsequent Title Holder, less than 20 years must have elapsed since the Sanyo Solar Panels were purchased by their original owner;
- 2) One or more of your Sanyo Settlement Panels shows clear visible evidence of “Qualifying Damage” (*see* Question 16);
- 3) You fill out and submit a Claim Form, along with photographs of your Sanyo Settlement Panels with Qualifying Damage and proof that you own the Sanyo Settlement Panels, before the deadline (*see* Question 19). The deadline is the earlier of: 20 years of the date your panels were originally purchased or December 31, 2029;
- 4) You or anyone else (including the previous owners) have not already received compensation or another warranty or settlement remedy from the Defendants for the Sanyo Settlement Panels in your claim;
- 5) None of the warranty exclusions that apply to the 20-year Power Warranty apply to the Sanyo Settlement Panels in your claim. For example, if a panel was broken by a falling rock or other debris before you submitted your claim, that panel would be excluded; and
- 6) You provide additional photographs, when requested, of the label (including the manufacturer, model number, and serial number) and full backside of each panel, to confirm that the panel is a Sanyo Settlement Panel.

15. What if I cannot provide the original purchase date for my Sanyo Settlement Panels?

If you do not know the actual original purchase date for your Sanyo Settlement Panels, the original purchase date will be treated as exactly 3 months after the date the panels were manufactured. You can find the manufacturing date of your Sanyo Settlement Panels on the label on the back of each panel. This means that the 20-year Power Warranty Period will be treated as expiring exactly 20 years and 3 months after the date on the label, unless you know the actual original purchase date.

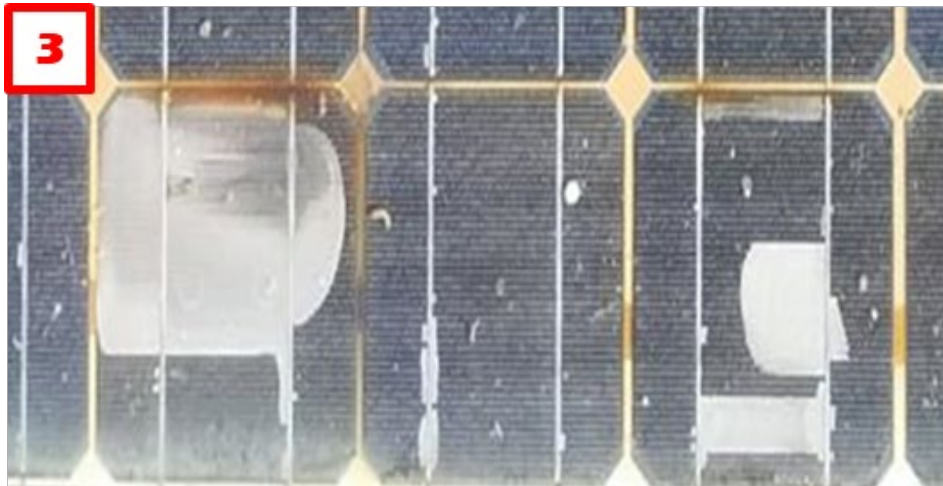
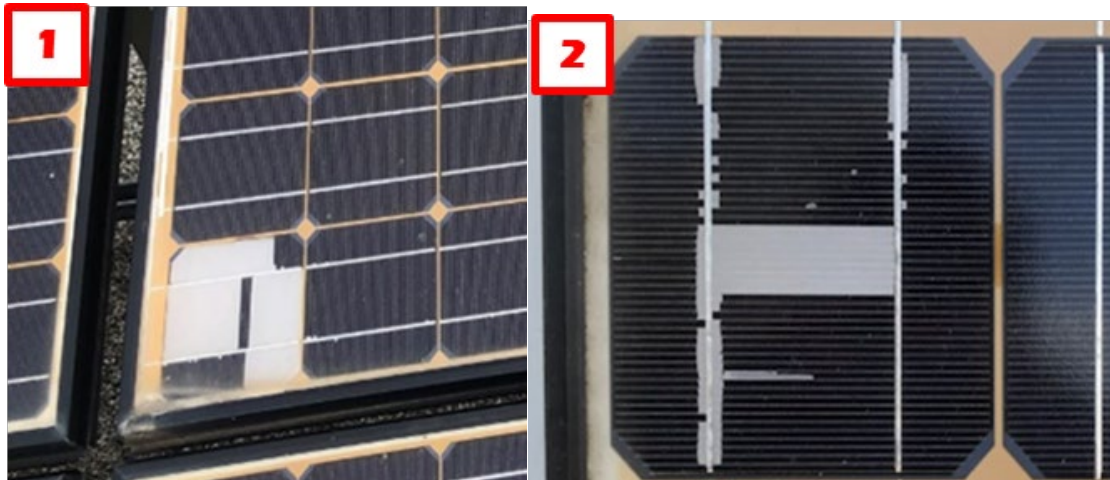
16. What is Qualifying Damage?

You will only be able to get a payment or replacement panel if the Claims Administrator can tell from looking at the photos you send in that a Sanyo Settlement Panel has:

- One or more contiguous (or adjacent) sections of circular delamination,
- Each section has a diameter of 25 millimeters or greater, and
- It was not caused by external damage.

If your Sanyo Settlement Panel matches all of these requirements, it has “Qualifying Damage.”

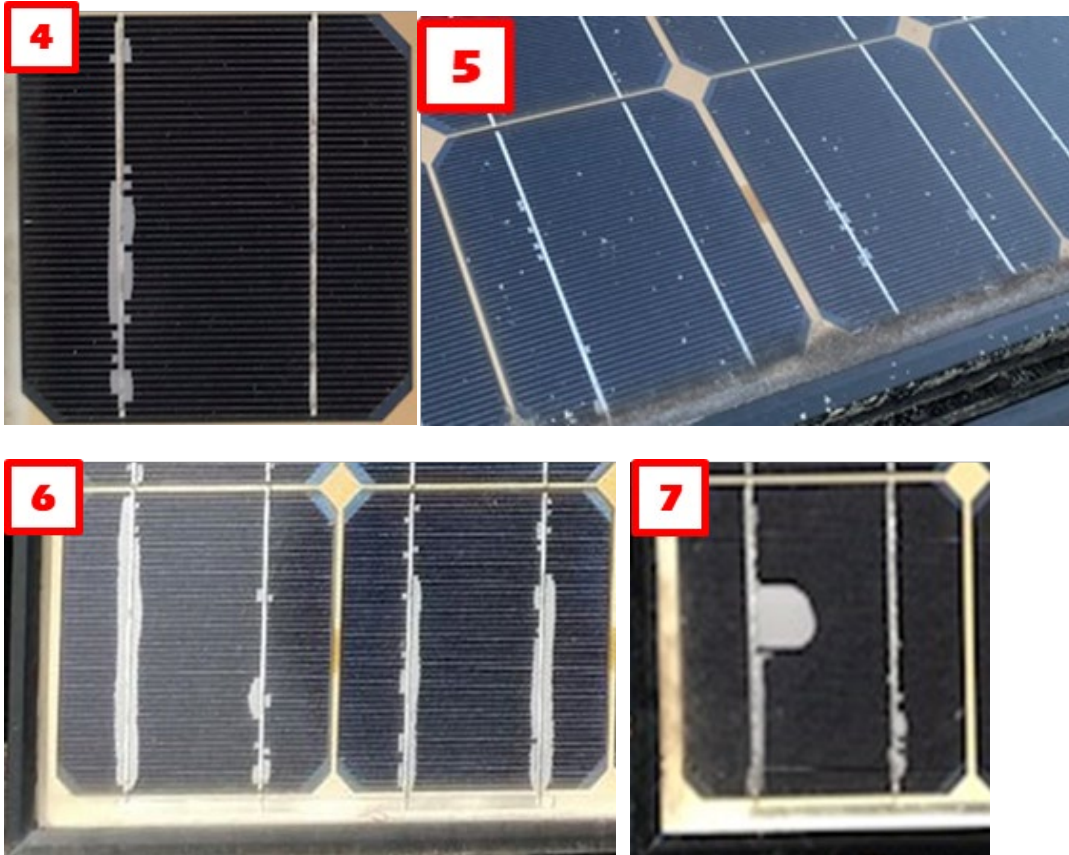
Here are some examples of panels with Qualifying Damage:



Qualifying Damage does not include:

- Circular delamination with a diameter less than 25 millimeters
- Linear delamination
- Dot delamination, or
- Any delamination caused by external damage.

Here are some examples of panels without Qualifying Damage



17. When will I get my replacement panel or payment?

The Claims Administrator will start accepting claims only after the Court grants final approval to the Settlement and after any appeals are resolved (*see* “The Final Approval Hearing” below). If there are appeals, resolving them can take time.

After you submit a claim, the Claims Administrator will decide whether you qualify to get a payment or a replacement panel as soon as possible. How long this decision takes will depend on a number of things, such as how many other people sent in claims before you and how many panels are part of your claim. Once the Claims Administrator makes a decision, you and the Defendants will also be allowed to object to the Claims Administrator’s decision if you believe it was wrong. If your panels are found to qualify after the Claims Administrator deals with any objections, you will receive a payment or replacement panel. Please be patient.

18. What am I giving up if I stay in the Settlement Class?

If you do not exclude yourself from the Settlement Class, you will give up your right to sue any of the Defendants on your own for the claims that this Settlement resolves. You will be bound by the Settlement and by all Court proceedings, orders, and judgments in this lawsuit. Unless you exclude yourself, all of the decisions by the Court will bind you. The Settlement Agreement is available at www.SanyoSolarClaims.com and describes the released claims that you give up if you remain in the Settlement.

HOW TO RECEIVE BENEFITS

19. How do I file a claim for a replacement panel or payment?

If the Settlement is approved by the court after the Final Approval Hearing (see Questions 28-30), you will be able to submit a claim for a replacement panel or payment. To find out whether the court granted approval and claims are being accepted, you can visit the settlement website at www.SanyoSolarClaims.com, or call toll-free _____.

You will need to submit a completed Claim Form, photographs, and proof of ownership of your Sanyo Settlement Panels to get either a replacement panel or payment.

The Claim Form can be found online at www.SanyoSolarClaims.com. You can also find out more information about how to file a claim by calling toll-free, _____. Please read the instructions carefully when you fill out the Claim Form. The Claim Form explains what photographs and proof of ownership need to be submitted. If you choose to submit your Claim Form, photographs, and proof of ownership by mail, you must mail them postmarked by the deadline (described below) to:

Class Litigation Administration Support Services
43141 Business Center Parkway
Suite #200
Lancaster, California 93535

You must submit your Claim Form, photographs, and proof of ownership by the earlier of: 20 years of the original purchase date of your Sanyo Settlement Panels or December 31, 2029. If this period has already expired, you are not eligible to submit a claim.

Filling out a claim under the Settlement will replace the current procedure for warranty claims about “delamination” submitted under the 20-year Power Warranty.

Submitting a Claim Form does not automatically mean that you will receive a replacement panel or payment. If you submit a Claim Form, your claim will be evaluated by the Claims Administrator. The Claims Administrator will look at the information and photographs that you submit, and decide if you should get benefits.

EXCLUDING YOURSELF FROM THE SETTLEMENT

20. What if I don’t want to be part of the Settlement?

If you are a Settlement Class member and you want to keep your right to sue any of the Defendants about the claims in this lawsuit, then you must take steps to get out of the Settlement Class. This is called

excluding yourself – or it is sometimes referred to as “opting out” of the Settlement Class. You will not be able to submit a Claim Form or receive benefits from the Settlement if you exclude yourself.

21. How do I exclude myself from the Settlement Class?

If you wish to exclude yourself from the Settlement Class, you must send a letter that includes the following information:

- Your name, current address, and telephone number, and, if you are being assisted by your own lawyer, your lawyer’s name, address, and telephone number;
- The total number of Sanyo Settlement Panels you own;
- A statement saying that you want to be excluded from the Settlement Class and do not wish to participate in the Settlement in *Ziccarello v. Sanyo Energy (U.S.A.) Corp.*, No. 19-CV-16623; and
- Your signature, and, if you are being assisted by your own lawyer, your lawyer’s signature.

You must mail this letter, postmarked no later than _____, to:

Sanyo Settlement Exclusions
Birka-White Law Offices
178 E. Prospect Ave
Danville, CA 94526

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

No. Unless you exclude yourself, you give up the right to sue the Defendants for the claims that this Settlement resolves.

23. If I exclude myself, can I still get benefits?

No. You will not get benefits if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

24. Do I have a lawyer in this case?

The Court has appointed Birka-White Law Offices, 178 E. Prospect Ave, Danville, CA 94526, to represent you and the other Settlement Class Members in this lawsuit as “Settlement Class Counsel.” You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, and/or have that lawyer appear in court for you in this lawsuit, you may hire one at your own expense.

25. How will the lawyers be paid?

As part of this Settlement, the parties have negotiated a payment of \$1.745 million to Settlement Class Counsel for attorney’s fees and expenses. This payment will be made by Defendants. You will not have to pay anything to Settlement Class Counsel. The costs to administer the Settlement, including paying the Claims Administrator, will also be paid by Defendants. Attorneys’ fees, like all of the terms of the Settlement, are subject to Court approval.

A motion for final approval of the settlement, including payment of attorneys’ fees, will be filed on or before _____. This motion will be posted and available for review on the settlement website, at www.SanyoSolarClaims.com.

OBJECTING TO THE SETTLEMENT

You have the right to tell the Court that you do not agree with the Settlement or any or all of its terms.

26. How can I tell the Court if I do not like the Settlement?

You can submit a written objection to the Settlement if you do not like some or all of it. The Court will consider your views. You can ask the Court to deny approval of the Settlement by filing an objection. You cannot ask the Court to change the terms of the Settlement; the Court can only approve or deny the Settlement. If the Court denies approval, the procedures and benefits described in Questions 9-19 will not be available to you, and the lawsuit will continue. If that is what you want to happen, you must object.

If you wish to object to the Settlement, you must do so in writing. Your written objection must include the following information:

- Your name, address, telephone number, and, if you are being assisted by your own lawyer, your lawyer’s name, address, and telephone number;
- The case name and number (*Zicarello v. Sanyo Energy (U.S.A.) Corp.*, No. 19-CV-16623);
- The total number of Sanyo Settlement Panels you own;
- Proof that you own at least one Sanyo Settlement Panel, such as a serial number, a photograph of the label on the back of a panel (including the manufacturer, model number, and serial number), or some other documentation of ownership;
- A clear explanation of your reasons for objecting to the Settlement;
- Whether you intend to appear at the Final Approval Hearing before the court;
- Your signature, and, if you are being assisted by your own lawyer, your lawyer’s signature.

The objection must be submitted to the Court by either mailing it to the address below, or by filing it in person at any location of the United States District Court for the District of New Jersey, and by mailing it to the other two addresses listed here:

COURT	SETTLEMENT CLASS COUNSEL	DEFENSE COUNSEL
United States District Clerk United States District Court for the District of New Jersey Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07102	David Birka-White Birka-White Law Offices 178 E. Prospect Ave Danville, CA 94526	David L. Yohai Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153

Your objection must be filed with the Court or postmarked on or before _____.

27. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FINAL APPROVAL HEARING

The Court will hold a final approval hearing to decide whether to finally approve the Settlement. You may attend and ask to speak, but you don't have to.

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

The Court will hold a Final Approval Hearing to consider the Settlement on _____ at _____, at the United States District Court for the District of New Jersey, Courtroom 5A, 50 Walnut Street, Newark, NJ 07101. The hearing may be moved to a different date or time without additional notice, so you should check www.SanyoSolarClaims.com for current information.

At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are any objections or comments, the Court will consider them at this time. The Court may also decide whether to award attorneys' fees and expenses. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

29. Do I have to come to the hearing?

No. You do not have to come to the Final Approval Hearing. Settlement Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you file an objection or comment, you do not need to come to Court to talk about it. As long as you filed your written objection on time and included the information described in Question 26, the Court will consider your objection. You may also pay another lawyer attend the Final Approval Hearing on your behalf, at your own expense, but it is not required.

30. May I speak at the hearing?

Yes, if you choose to attend the Final Approval Hearing, you may ask the Court for permission to speak. To do so, you must file a written "Notice of Intent to Appear in *Ziccarello v. Sanyo Energy (U.S.A.) Corp.*, No. 19-CV-16623." Your Notice of Intent to Appear must be submitted to the Court either by mailing it to the address in Question 26, or by filing it in person at any location of the United States District Court for the District of New Jersey, no later than _____.

ADDITIONAL INFORMATION

31. What if I do nothing?

If you are a Settlement Class Member and do nothing, you will be bound by the Court's decisions, including the Settlement's release and waiver of claims you may have against Defendants related to the claims made in the lawsuit. If you have a panel with Qualifying Damage and wish to receive a replacement or panel payment, you must complete and submit a claim (*see* Questions XX-XX).

32. Where can I get more information?

This notice summarizes the Settlement. For the specific terms and conditions of the Settlement, please read the text of the Settlement Agreement, which is posted on the Settlement Website at www.SanyoSolarClaims.com. For information about how to obtain a copy of the Settlement Agreement, you can also:

- Call _____;
- Write to Sanyo Solar Panel Settlement, _____.

The Settlement Agreement and other documents from this case can also be accessed on the Court docket through the Court's Public Access to Court Electronic Records (PACER) system online at <https://ecf.njd.uscourts.gov>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE

EXHIBIT 4
to Exhibit A of Declaration of
David Birka-White

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

RICHARD ZICCARELLO, on behalf
of himself and all others similarly
situated,

Plaintiff,

v.

SANYO ENERGY (U.S.A.)
CORPORATION; SANYO NORTH
AMERICA CORPORATION;
PANASONIC CORPORATION OF
NORTH AMERICA; and DOES 1-20,
inclusive,

Defendants.

Case No. 2:19-cv-16623-ES-CLW

**[PROPOSED] FINAL ORDER
AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT
AGREEMENT**

THIS MATTER having been opened to the Court by way of the parties’
Joint Motion for Final Approval of the Proposed Settlement in the above-captioned
Action (the “Final Approval Motion”) in accordance with the parties’ Settlement
Agreement;

WHEREAS, Plaintiff has been informed and acknowledges that defendant
Sanyo Energy (U.S.A.) merged into defendant Sanyo North America Corporation
on July 1, 2009; and defendant Sanyo North America Corporation (together with
Sanyo Energy (U.S.A.), the “Sanyo Defendants”) subsequently merged into
defendant Panasonic Corporation of North America (“Panasonic”) on April 1,
2015; and both Sanyo Defendants therefore no longer exist as separate entities with
the capacity to be sued, enter into contracts, or process warranty claims;

WHEREAS, the Court having found that it has jurisdiction over this Action, Plaintiff, all Settlement Class Members, and Panasonic for purposes of settlement;

WHEREAS the Court having found that the Settlement was the result of hard fought arm's length negotiations by counsel experienced with similar consumer class action litigation and well versed with the risks associated with such cases; that the proceedings and extensive negotiations that occurred before the parties reached the Settlement gave counsel for all parties the opportunity to adequately assess this case's strengths and weaknesses, and thus to structure the Settlement in a way that adequately accounts for those strengths and weaknesses; and that the Settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives or segments of the Settlement Class.

WHEREAS, the Court having reviewed the terms of the Settlement concerning payment of attorneys' fees to Settlement Class Counsel, the Court finds that the attorneys' fees set forth in the Settlement are fair, reasonable, and appropriate in a case of this complexity;

WHEREAS, the Court having reviewed the terms of the Settlement concerning payment of a class representative incentive award to plaintiff Richard Ziccarello, the Court finds that the incentive award to plaintiff Ziccarello set forth in the Settlement is fair and reasonable;

WHEREAS, the Court having conducted a Final Approval Hearing on _____ and having fully considered the records of these proceedings; the representations, arguments, and recommendations of counsel; and the requirements of the governing law; and for good cause shown;

IT IS THIS ___ DAY OF _____, 2020, ORDERED that the Final Approval Motion is hereby GRANTED.

The Court further finds and orders as follows:

1. For purposes of this Order, the Court hereby adopts all defined terms as set forth in the Settlement Agreement.
2. The Court finds, for settlement purposes only, that all requirements of Fed. R. Civ. P. 23(a) and (b)(3) have been satisfied. The Court certifies a Settlement Class comprised of the following two subclasses:
 - a. Original Purchaser Subclass: all persons or entities in the United States who purchased and installed Sanyo-brand solar panels in the HIP-xxxBA2, BA3, or BA5 model series for residential use (“Sanyo Settlement Panels”); and
 - b. Subsequent Title Holder Subclass: all persons who purchased private residences, buildings, or ground mounted Sanyo solar systems in the United States on which Sanyo Settlement Panels were originally installed for residential use.

Excluded from the Settlement Class are: (i) all persons and entities who timely exercise their rights under Fed. R. Civ. P. 23 to opt out of the Settlement; (ii) Defendants, any entity in which any Defendant has a controlling interest, and Defendants' legal representatives, heirs and successors; (iii) Settlement Class Counsel and any member of Settlement Class Counsel's immediate family; and (iv) any judge, including federal District and Magistrate Judges, to whom any aspect of this case is or has been assigned, and any member of such a judge's immediate family.

3. A list of all persons who have timely and validly requested to be excluded from the Settlement Class is annexed hereto as Exhibit A.
4. The record shows that notice has been given to the Settlement Class in the manner approved by the Court in its Preliminary Approval Order. The Court hereby finds that such notice constituted the best notice practicable under the circumstances. Said notice provided due and adequate notice of these proceedings and all matters set forth herein, including the terms of the Settlement Agreement, to all persons entitled to such notice; and said notice fully satisfied the requirements of Fed. R. Civ. P. 23, due process, and any other applicable law. The Notice given by Defendant to state and federal officials pursuant to 28 U.S.C. § 1715 fully satisfied the requirements of that statute.

5. The Court finds, for settlement purposes only, that the Settlement Class meets all applicable requirements of Fed. R. Civ. P. 23, affirms certification of the Settlement Class, and approves the Settlement as set forth in the Settlement Agreement as being fair, just, reasonable, and adequate.
6. The Court finds, based upon the Court's familiarity with the claims and the Parties, that plaintiff Richard Zicarello adequately represents the interests of the Settlement Class, and hereby appoints him as Class Representative for the Settlement Class.
7. The Court finds that the Birka-White Law Offices, 178 E. Prospect Ave, Danville, CA 94526, fairly and adequately represent the interests of the Settlement Class, and hereby appoints the Birka-White Law Offices as Settlement Class Counsel, pursuant to Fed. R. Civ. P. 23.
8. The Court appoints Class Administration Support Services, 43141 Business Center Parkway, Suite 200, Lancaster, CA 93535, as third-party Claims Administrator, to administer the Claims Protocol agreed upon by the Parties.
9. The Court finds, in its sound discretion upon review of the Settlement and consideration of the factors set forth in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975), that the Settlement is fair, reasonable, and

adequate. Accordingly, the Settlement is approved by the Court.

10. This Final Order and Judgment as provided under the Settlement shall be entered. Such order and judgment shall be fully binding with respect to all Settlement Class Members and shall have res judicata, collateral estoppel, and all other preclusive effect for all of the Released Claims (as that term is defined in Paragraph 14 *infra*).

11. Plaintiff's First Amended Class Action Complaint (ECF No. 55) (the "FAC") and any and all related actions or lawsuits pending in this Court are hereby dismissed with prejudice, and the Released Claims are hereby released by the Releasing Parties as against the Released Parties (as those terms are defined in Paragraphs 13 and 14 *infra*).

12. The Parties have agreed and Court therefore finds that the Sanyo Defendants no longer exist as separate entities with the capacity to be sued or process warranty claims. All claims against the Sanyo Defendants asserted in the FAC, and in any and all related actions or lawsuits pending in this Court, are hereby dismissed with prejudice.

13. The "Releasing Parties" means all Settlement Class Members and their agents, heirs, executors and administrators, successors, attorneys, representatives, and assigns, who have not properly and timely opted out of the Settlement Agreement pursuant to its terms. The "Released

Parties” means the Defendants (*i.e.*, Panasonic and the Sanyo Defendants) and any and all past, present, and future parent companies, subsidiaries, predecessors, successors, divisions, affiliates, assigns, and their respective past, present, and future officers, stockholders, directors, agents, employees, attorneys, insurers, or representatives; and any third party who played a role in the manufacture, distribution, and/or sale of Sanyo Settlement Panels.

14. The “Released Claims” means all manner of claims, demands, judgments, actions, suits, and causes of action, whether class, derivative, individual, direct, indirect, or otherwise in nature, damages whenever and however incurred, liabilities of any kind, including costs or losses of any kind or nature, expenses, penalties and attorneys’ fees, known or unknown, suspected or unsuspected, accrued or unaccrued, asserted or unasserted, contingent or non-contingent, whether in law, in equity, or otherwise, that the Releasing Parties or any one of them ever had, now has, or hereafter can, shall, or may have, claim, or assert in any capacity against the Released Parties that arise from or relate to any claims or Allegations asserted in the Action, or that could have been asserted in the Action, except as provided in Paragraph 15 *infra* (exclusions from released claims). The Released Claims include, without limitation, all

causes of action related to the design, specification, manufacture, production, promotion, advertising, sale, representation, distribution, installation, and denial or suppression of warranty remedies as to the Sanyo Settlement in connection with delamination or any other aspect of the Allegations (as defined in the Settlement Agreement), without regard to whether such causes of action are or could be brought pursuant to common law, or any federal or state statute, regulation, or ordinance, including but not limited to federal or state statutes or regulations concerning unfair competition; unfair or deceptive methods of competition; unfair, deceptive, fraudulent, unconscionable, false or misleading conduct, acts, advertising or trade practices; consumer protection; or breach of warranty; or under the common law of any state as a claim for breach of contract, breach of express and implied warranties, reformation of warranty, breach of fiduciary duty, fraud, intentional misconduct, unjust enrichment, misrepresentation (negligent or otherwise), tort, negligence, breach of constructive trust, breach of the implied covenant of good faith and fair dealing, or any other common law or statutory basis, except as provided in Paragraph 15 *infra* (exclusions from released claims).

15. Notwithstanding Paragraph 14, neither the Releases set forth in the

Settlement Agreement nor this Final Order and Judgment release claims (i) for personal injury and/or property damage related to fires; (ii) claims against persons or entities other than the Released Parties; or (iii) claims for breach of the Settlement Agreement or violation of this Final Order and Judgment.

16. Upon the Court's entry of this Final Order and Judgment, all Releasing Parties shall be conclusively deemed to have waived and fully, finally, and forever released, acquitted, and discharged the Released Parties from any and all Released Claims. Upon the Court's entry of this Final Order and Judgment, all Releasing Parties shall be conclusively deemed to have waived and fully, finally, and forever released any and all provisions, rights, and benefits conferred by the Limited Warranty (as defined in the Settlement Agreement) with respect to the Allegations. For the avoidance of doubt, the Releasing Parties shall not be deemed to have waived or released provisions, rights, or benefits conferred by the Limited Warranty that are unrelated to the Allegations. Submission and resolution of claims under the Limited Warranty that are unrelated to the Allegations shall be governed by the procedures set forth in Paragraph 19 *infra*.

17. Upon the Court's entry of this Final Order and Judgment, all Releasing

Parties shall be conclusively deemed to have waived and fully, finally, and forever released any and all provisions, rights, and benefits conferred by (i) Section 1542 of the California Civil Code, which provides as follows:

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;

or (ii) any equivalent, similar, or comparable present or future law or principle of law in any jurisdiction; or (iii) any law or principle of law in any State or territory of the United States, any foreign state or any other jurisdiction that would limit or restrict the effect or scope of the provisions of the release set forth above. The Releasing Parties have acknowledged that they may hereafter discover facts other than or different from those which they know or believe to be true with respect to the subject matter of the Released Claims, but the Releasing Parties expressly waive and fully, finally, and forever settle and release any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim, accrued or unaccrued claim, loss, or damage with respect to the Released Claims, whether or not concealed or

hidden, without regard to the subsequent discovery or existence of such additional or different facts. The Releasing Parties have acknowledged that their release of unknown, unanticipated, unsuspected, and unaccrued losses or claims with respect to the Released Claims is contractual and intentional, and not a mere recital.

18. Upon the Court's entry of this Final Order and Judgment, all Releasing Parties shall be conclusively deemed to have agreed not to, directly or indirectly, sue the Released Parties with respect to the Released Claims. The Releasing Parties have agreed that breach of this provision would result in irreparable injury to the Released Parties and, in the event of a breach of this provision, the Released Parties shall, without any requirement of a bond, be entitled to injunctive relief enjoining the assertion of the Released Claims. The Releasing Parties have agreed that the Released Parties shall be entitled to recover attorneys' fees and any other cost of defense incurred as a result of a violation of this covenant by a Releasing Party. For avoidance of doubt, if one of the Defendants is joined as a party or otherwise faces potential liability in connection with an action brought by a Releasing Party against a third party who played a role in the manufacture, distribution, marketing, and/or sale of the Sanyo Settlement Panels with respect to the Released Claims, that Defendant

shall be entitled to recover attorneys' fees and other defense costs from the Releasing Party bringing the action.

19. Upon the Court's entry of this Final Order and Judgment, all Releasing Parties shall be conclusively deemed to have agreed that any and all claims for warranty relief as to Sanyo Settlement Panels under the Limited Warranty, with the exception of claims for Qualifying Damage, shall hereafter be submitted to Panasonic according to the instructions provided on Panasonic's warranty website, at <http://na.panasonic.com/us/support/solar-warranty>, either via e-mail at to PanasonicHIT@us.panasonic.com, or via physical mail to Panasonic Life Solutions Company, a division of Panasonic Corporation of North America, 8755 Citizens Drive, Suite 205, Wilsonville, OR 97070; that upon receipt of a claim under the Power Warranty, Panasonic may approve or reject the claim based upon information submitted, or it may conduct measurements (itself or using a designated representative) to determine the actual power output of the panel(s) that are the subject of the claim before rendering a decision; and that all references to "SANYO" in the Limited Warranty shall hereafter be treated as references to Panasonic.

20. Irrespective of whether a Settlement Class Member submits a claim for a

settlement remedy within the applicable claims period, all Settlement Class Members shall be subject to and bound by the Settlement and this Final Order and Judgment, including all Releases set forth therein.

21. Upon the Court's entry of this Final Order and Judgment, the Parties are ordered to implement the obligations set forth in the Settlement Agreement. The Sanyo Defendants, which were previously dissolved, assume no executory obligations under the Settlement Agreement or this Final Order and Judgment.

22. The Court has reviewed the submissions in support of the one-time payment of \$1,745,000.00 to Settlement Class Counsel for attorneys' fees and costs, and finds that this attorneys' fee award is reasonable and appropriate, given the history and of complexity of this Action and the reasonable hourly rates of counsel in such an action. Consequently, Settlement Class Counsel is hereby awarded \$1,745,000.00 in attorneys' fees and costs.

23. The Court finds the one-time payment of \$5,000.00 to plaintiff Richard Ziccarrello as a class representative incentive award, in recognition of his time and effort expended in pursuing this litigation. Consequently, plaintiff Ziccarrello is hereby awarded a class representative incentive award of \$5,000.00. Plaintiff Ziccarrello may also seek a Settlement

Remedy in accordance with the terms of the Settlement.

24. Except as set forth herein, the Parties shall bear their own costs and attorneys' fees. None of the Parties shall be considered a "prevailing party," and the Released Parties are not liable for any fees, costs, or expenses payable to a "prevailing party" under statute or other legal authority.
25. Each and every term and provision of the Settlement Agreement shall be deemed incorporated into this Final Order and Judgment as if expressly set forth herein, and shall have the full force and effect of an Order of the Court.
26. No Releasing Party shall, either directly or indirectly, commence, continue, or prosecute any action or proceeding against any of the Released Parties with respect to the Released Claims, and are hereby permanently enjoined from doing so.
27. Without affecting the finality of this Final Order and Judgment, the Court shall retain exclusive and continuing jurisdiction over this Action, the Parties and the Settlement Class, and the administration, interpretation, and enforcement of the terms, conditions, and obligations of the Settlement Agreement and this Final Order and Judgment. The Court may exercise all equitable powers over the Parties and the Settlement

Class to enforce the Settlement Agreement and this Final Order and Judgment.

28. For the foregoing reasons, the Final Approval Motion is hereby GRANTED. There being no just reason to delay, the Clerk is directed to enter this Final Order and Judgment forthwith and designate this case as closed. The operative complaint in this action, Plaintiff's First Amended Class Action Complaint, and any and all related lawsuits pending in this Court are DISMISSED WITH PREJUDICE.

SO ORDERED, this _____ day of _____, 2020.

HON. ESTHER SALAS
UNITED STATES DISTRICT JUDGE

EXHIBIT 5
to Exhibit A of Declaration of
David Birka-White

Settlement Remedy Claim Form SANYO Solar Module Model Series HIP-xxxBA2, BA3, and BA5

Customer/Owner Information:	
<i>You are required to answer all of the following questions.</i>	
Name:	Telephone and Fax
Customer/Owner Address	Home:
Street:	Mobile:
City, State, ZIP:	Fax:
Email:	Other Contact:
Are you the current owner of the SANYO Solar Modules that are the subject of this claim? YES___ NO___	
Are there any co-owners of your SANYO Solar Modules? YES___ NO___	
If yes, please provide the above name and contact information for each co-owner.	
Are you the original owner of your SANYO Solar Modules? YES___ NO___	
If no, please provide: (1) the original owners of the solar modules (if known), and (2) the date on which you took ownership of the solar modules.	
Solar Module and System Information:	
<i>You are required to answer all of the following questions.</i>	
Address of the solar system on which your SANYO Solar Modules are installed	
Street:	
City, State, ZIP:	
Is your solar system for commercial or residential use? RESIDENTIAL ___ COMMERCIAL ___	
<i>The following information is helpful, but not required. If you do not know the answer to a question, you can leave it blank.</i>	
Where and when were your SANYO Solar Modules originally purchased?	
Who were the SANYO Solar Modules originally purchased from, and who installed them?	

Array orientation and tilt angle:	Total number of modules in SANYO Model Series HIP-xxxBA2, BA3, or BA5 that are installed in your solar system:
Is your solar system off-grid or grid-tied?	Number of modules or strings connected in series ____ Number of modules/strings connected in parallel ____
Solar system size in DC Watts:	Racking and rail manufacturer and model:
Type of Mounting: ___ Roof Mount (flush) ___ Roof Mount (tilted) ___ Pole Mount ___ Single Axis Tracker ___ 2-Axis Tracker Other: _____	
Inverter size, make and model:	Make and model of Module-Level Power Electronics:

Claim Information:

You are required to answer all of the following questions.

Total number of SANYO Solar Modules for which you are seeking a settlement remedy:

Please describe generally what problems your SANYO Solar Modules are experiencing, and how you discovered those problems.

Have your SANYO Solar Modules experienced any damage from external factors such as falling rocks or debris, extreme natural conditions (e.g. earthquakes, flooding, lightning, heavy snow), fire, power surges, or power failures? YES___ NO___ DON'T KNOW ___

If yes, please describe the damage and how it occurred.

Have you or anyone else ever submitted a warranty claim or settlement remedy claim for these SANYO Solar Modules before? YES___ NO___ DON'T KNOW ___

If yes, please describe the claim, the outcome, and any remedy received. If known, please list the name of the person who submitted the claim and when they submitted it.

Please provide as much of the following information as you can for each SANYO Solar Module for which you are seeking a settlement remedy. If you do not know the answer to a question, you can leave it blank. Use additional pages if needed.

Model No.	Serial No.	Original Purchase Date	Original Purchase Price

Proof of Ownership and Photographs:

You are required to provide proof of ownership and photographs.

Proof of Ownership

As part of this claim, you are required to provide proof of ownership for each SANYO Solar Module for which you are seeking a settlement remedy, in the form of EITHER (A) or (B) below:

- A. Evidence of (i) the purchase date, (ii) the original purchase price; and (iii) a copy of the contract for installation of the SANYO Solar Module which includes the model number of that module; *OR, if you are unable to provide this evidence,*

- B. Photographs of (i) the location of the subject SANYO Solar Modules (including photos of the full solar panel array on which the subject panels are installed, if they are installed on an array); and (ii) the full label affixed to the backside of at least one module in that array that belongs to SANYO Solar Module Model Series HIP-xxxBA2, BA3 or BA5, showing the manufacturer name, the model number, the date of manufacture, and the serial number of that module (a photograph of a label affixed to the backside of a module which does not include all three of these elements does not satisfy these requirements).

If you are unable to supply the original purchase date of the SANYO Solar Module, the original purchase date will be treated as exactly three months after the date of manufacture shown on the full backside label of the module.

Photographs

In addition to the above, you are required to provide at least one photograph of the entire SANYO Solar array and one photograph of each SANYO Solar Module for which you are seeking a settlement remedy. The photographs of individual modules must be of sufficient size and quality to clearly show the full module and any and all alleged delamination, bubbling, and/or other damage or claimed defect. Typically, this quality can be achieved with a camera capable of taking photographs of 5 megapixels or greater. Photographs of individual modules must also include either a U.S. quarter coin or a ruler with millimeter markings, placed near the alleged delamination as a size reference. Photos must be labeled so that it is clear which module from the list you have provided above is shown in each photo.

If your SANYO Solar Modules are no longer installed on an array, you are also required to provide photographs showing the location and conditions in which each panel is stored

I, _____, hereby declare the following under penalty of perjury:

The foregoing information, and all information and material that I am submitting in connection with this claim, including proof of ownership and all photographs, are true and correct. All photos submitted by me in connection with this claim accurately represent the condition of the SANYO Solar Module(s) that are the subject of this claim on the date this Claim Form is submitted.

I understand that the Claims Administrator may reduce or deny any claim as to which I or any person acting on my behalf has engaged in fraudulent or abusive practices. I will fully cooperate with the Claims Protocol for processing of my claim, including providing all information and/or materials reasonably requested by the Claims Administrator or Panasonic in connection with my claim.

I understand that if it is determined through the Claims Protocol that I am entitled to a settlement remedy, the choice of remedy will be at Panasonic's sole discretion.

Date

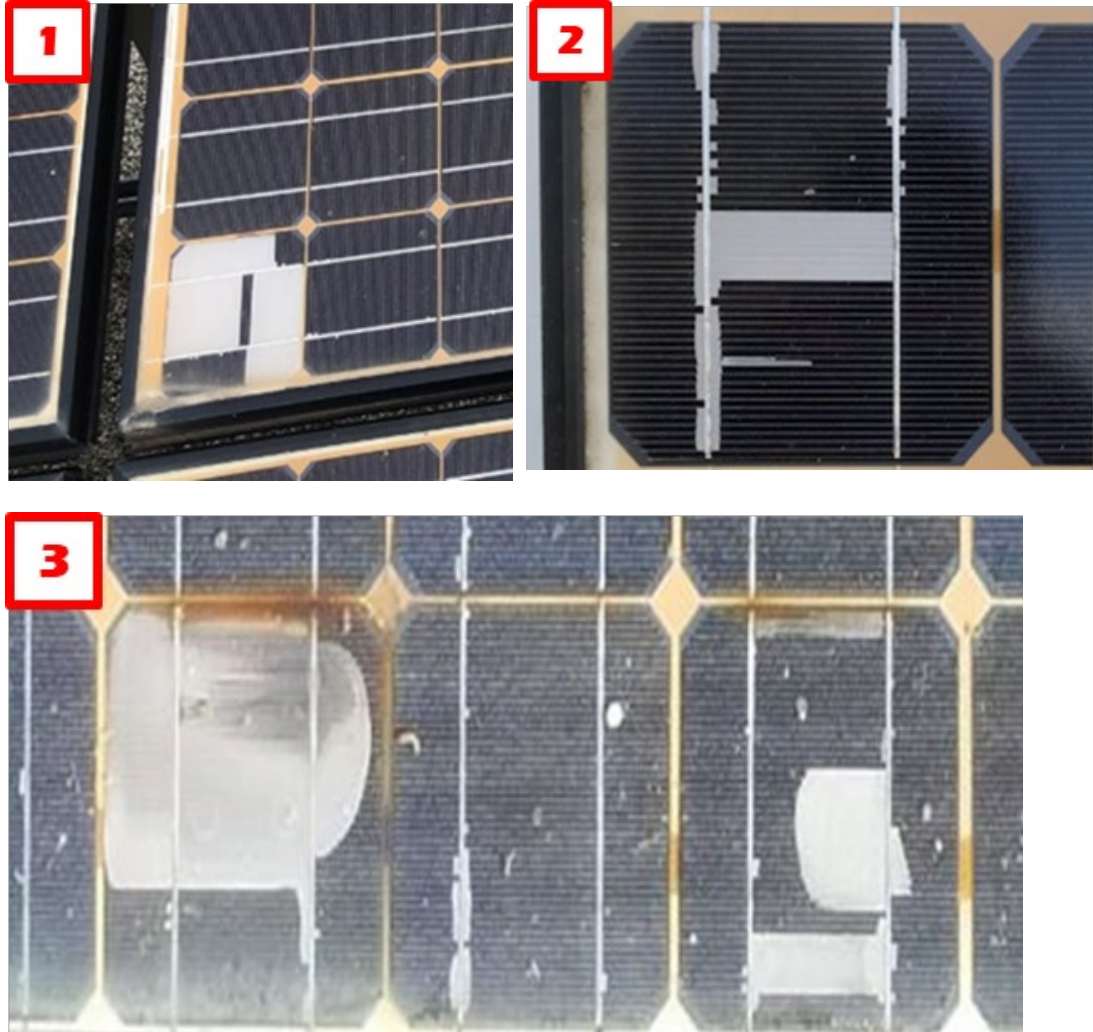
Signature

Printed Name

EXHIBIT 6
to Exhibit A of Declaration of
David Birka-White

Qualifying Damage Examples

Examples of Panels with Qualifying Damage. For reference purposes, each of the following photographs numbered 1, 2, and 3 shows an example of a panel with Qualifying Damage (i.e., one (1) or more contiguous sections of circular delamination, each with a diameter of twenty-five (25) millimeters or greater, which were not caused by external damage).



Examples of Panels Without Qualifying Damage. For reference purposes, each of the following photographs numbered 4, 5, 6, and 7 shows an example of a panel in a condition that does not meet the criteria for Qualifying Damage. Photographs 4, 5, and 6 show examples of linear and dot delamination. Photograph 7 shows an example of circular delamination smaller than twenty-five (25) millimeters.

