

**ADDENDUM TO SETTLEMENT AGREEMENT AND RELEASE**

WHEREAS, on December 22, 2016, the United States District Court for the Northern District of California issued an order granting final approval of a class action settlement and release in case number 3:14-cv-00560 between Plaintiffs Michael Allagas, Arthur Ray, Brett Mohrman, and Brian Dickson, individually and as Class Representatives of the “Settlement Class” (defined in the Settlement); (2) Defendant BP Solar International, Inc. (“BP”) (as defined in the Settlement); and (3) Defendant Home Depot U.S.A., Inc. (“THD”) (as defined in the Settlement);<sup>1</sup>

WHEREAS, on July 27, 2019, the Parties filed a Joint Case Management Conference Statement stating that the sum of \$16 million then remained in the Common Fund established by the Settlement and that a decreasing claims rate exists for Class Members;

WHEREAS, the Parties informed the Court on July 27, 2019, that they would like to expand the definition of Class Panels to include integrated the roof tile solar panels model number BP365TS manufactured between January 1, 2005 and December 31, 2007 (“BP365TS 2005-2007 panels”) because they are suitable to be included in the Settlement;

WHEREAS, on September 10, 2019, the Court ordered the Parties to file a stipulation modifying the Settlement to include the BP365TS 2005-2007 panels; and

WHEREAS, the Parties intend to modify the Settlement to include the BP365TS 2005-2007 panels so that Class Members who own BP365TS 2005-2007 panels may submit claims to the Common Fund;

THEREFORE, the Parties hereby modify the Settlement with this Addendum and fully incorporate this Addendum into the Settlement and, except where otherwise stated in this

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<sup>1</sup> Any term not defined in this Addendum takes on the meaning in the Settlement.

Addendum, fully incorporate the Settlement into this Addendum so that Class Members who own BP365TS 2005-2007 panels are fully included as Class Members in the Settlement Class. In no way do the Parties, by and through this Addendum, intend to modify, enlarge, constrict, or change in any way the rights and obligations of the existing Class Members as approved on December 22, 2016.

**I. DEFINITIONS**

A. This Addendum does not modify this paragraph.

B. This Addendum does not modify this paragraph.

C. This Addendum does not modify this paragraph.

D. Paragraph I.D.1 shall be modified to include: “BP365TS 2005-2007” as a “FDK+ Panel.” [For purposes of this Addendum, BP365TS 2005-2007 panels are referred to as “365 Class Panels.”]

E. Paragraph I.E shall be modified to include the following: “Class Member” includes a member of the Settlement Class who owns 365 Class Panels. [For the purpose of this Addendum, such Class Members are referred to as “365 Class Members.”]

F. This Addendum does not modify this paragraph.

G. This Addendum does not modify this paragraph.

H. Paragraph I.H shall be modified to include the following: “‘365 Effective Date’ means the later of either (1) the expiration of the deadline for filing a notice of appeal from the Court’s Final Approval of the Addendum with no appeal being filed or (2) if an appeal is filed, the latest of (i) the date on which the Court receives a remand order from the last and final appellate court that considers an appeal affirming the Final Approval of the Addendum; (ii) the expiration of the time for filing a petition for writ of certiorari or review of the Final Approval of the Addendum if affirmed, and if certiorari is granted, the date of the remand order from the

court granting certiorari or review after that court affirms the Final Approval of the Addendum; or (iii) the date of final dismissal of any appeal from the Final Approval of the Addendum or the final dismissal of any proceeding on certiorari or review of the Final Approval of the Addendum that has the legal effect of affirming or confirming the Final Approval of the Addendum. Unless otherwise stated in this Addendum, ‘Effective Date’ shall also include the ‘365 Effective Date.’ Additionally, the ‘365 Effective Date’ shall apply only to the 365 Class Members and 365 Class Panels.”

I. This Addendum does not modify this paragraph.

J. Paragraph I.J shall be modified to include the following: “‘Final Approval’ means, with respect to the 365 Class Members and 365 Class Panels, the entry of the Court’s Final Order and Judgment granting full and final approval of this Addendum without any material modification not agreed to by all Parties.”

K. Paragraph I.K shall be modified to include the following: “‘Nationwide Claims’ means the claims relating to the Class Panels that will be alleged on behalf of the Settlement Class in the Conditional Fourth Amended Complaint.”

L. This Addendum does not modify this paragraph.

M. Paragraph I.M shall be modified to include the following: “For the purposes of this Addendum, those 365 Class Members who are within the Settlement Class are referred to as the “365 Settlement Class,” but shall otherwise be included in the Settlement Class.”

N. This Addendum does not modify this paragraph.

## **II. RECITALS**

A. This Addendum does not modify this paragraph.

B. Paragraph II.B shall be modified to include the following: “On September 2, 2016, Plaintiffs filed a Conditional Third Amended Complaint (CTAC).”

- C. This Addendum does not modify this paragraph.
- D. This Addendum does not modify this paragraph.
- E. This Addendum does not modify this paragraph.
- F. This Addendum does not modify this paragraph.
- G. This Addendum does not modify this paragraph.
- H. This Addendum does not modify this paragraph.<sup>2</sup>
- I. This Addendum does not modify this paragraph.
- J. Paragraph II.J shall be modified to include the following: “The Parties stipulate that Plaintiffs will file a Conditional Fourth Amended Complaint (“CFAC”) along with the joint stipulation for preliminary approval of the Addendum. The CFAC will assert claims substantially similar to those in the CTAC on behalf of a nationwide Class. At least ten (10) business days before this Addendum is signed, Plaintiffs will provide to counsel for Defendants a copy of the CFAC in the exact form in which it is intended to be filed. Thereafter, any change to the CFAC before it is filed with the Court must be approved in writing by counsel for Defendants. As part of their stipulation, the Parties agree that, if the 365 Effective Date of the Addendum is not reached for any reason, the CFAC shall be deemed withdrawn and thereafter shall be void and ineffective for any purpose. Thereafter, the operative complaint in the Action shall be Plaintiffs’ CTAC.”
- K. Paragraph II.K shall be modified to include the following: “The Parties agree that the Court shall certify the claims asserted in the CFAC on a nationwide basis, solely for the purpose of implementing the Settlement provided for in this Addendum. The Parties

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<sup>2</sup> The parties conducted an additional mediation on November 15, 2019 to resolve the issue of compensation relating to the 365 Class Panels.

also agree that Plaintiffs Michael Allagas, Arthur Ray, Brett Mohrman, and Brian Dickson shall be deemed to be members of the Settlement Class.”

### **III. SETTLEMENT BENEFITS**

#### **A. Class Members with FDK+ Panels**

1. This Addendum does not modify this paragraph.
2. This Addendum does not modify this paragraph.
3. This Addendum does not modify this paragraph.
4. This Addendum does not modify this paragraph.

5. Paragraph III.A.5 shall be modified to include the following: “The ICA shall implement the terms of the Agreement and this Protocol as efficiently as possible, and shall make all reasonable efforts not to exceed an average of \$4.50 per watt for the removal, replacement, and disposal of the 365 Class Panels contemplated by the Addendum and this Protocol, including but not limited to material and labor costs for removal of 365 Class Panels and installation of replacement those panels. FDK+ Class Members may choose to retain their own contractor for the replacement work (or to forego replacing the 365 Class Panels) but all 365 Class Panel removal and disposal will be handled by the ICA. In this event, once the 365 Class Panels have been removed by the ICA, the Class Member will receive payment at the rate of \$4.50 per watt removed, less the cost of removal and disposal of the 365 Class Panel.”

6. Paragraph III.6 shall be modified to include the following: “The claims period for 365 Class Members will commence 14 days after the 365 Effective Date, and will remain open until the Common Fund is exhausted or subject to other disposition ordered by the Court.”

7. This Addendum does not modify this paragraph.
8. This Addendum does not modify this paragraph.

9. This Addendum does not modify this paragraph.

B. **Class Members with Non-FDK+ Panels**

This Addendum does not modify this section.

C. **LNR Class Members**

This Addendum does not modify this section.

D. **Funding of the Settlement Amounts**

This Addendum does not modify this section.

IV. **CLAIMS ADMINISTRATION**

This Addendum does not modify this section.

V. **SPECIAL MASTER**

This Addendum does not modify this section.

VI. **COURT APPROVAL**

A. **Preliminary Approval**

1. Paragraph VI.A.1 shall be modified to include the following: “Upon full execution of this Addendum, the Parties will take all necessary steps to obtain an Order from the Court, substantially in the form agreed upon by the Parties, granting conditional certification of the 365 Settlement Class, granting preliminary approval of this Addendum, approving the forms and methods of notice to the 365 Settlement Class set forth herein, approval of Plaintiffs as Class Representatives and Plaintiffs’ Counsel as Class Counsel, and appointment of Jennifer Keough of JND Legal Administration as ICA, Judge Richard Kramer (Ret.) as Special Master, and HF Media LLC as Notice Provider (“Preliminary Approval Order”).”

2. Paragraph VI.A.2 shall be modified to include the following: “If the Court does not enter a Preliminary Approval Order, this Addendum shall terminate, upon the notification of termination by a Party, and be of no force or effect, unless the Parties voluntarily

agree to modify this Addendum in a manner needed to obtain Court approval. If the Court enters a Preliminary Approval Order that materially departs in a substantive manner from the proposed form of order submitted with the joint stipulation for preliminary approval or that materially alters a term in this Addendum, this Addendum shall terminate, upon the notification of termination by a Party, and be of no force or effect, unless the Parties voluntarily agree to accept the Preliminary Approval Order entered by the Court, including, if applicable, their agreement to modify this Addendum in a manner described by the Court.”

**B. Final Approval**

1. Paragraph VI.B.1 shall be modified to include the following: “This Addendum is subject to and conditioned upon the entry by the Court, following a fairness hearing, of a Final Order and Judgment that grants Final Approval to the Addendum (“Final Order and Judgment”). Such Final Order and Judgment shall be final, binding and conclusive upon Defendants and all 365 Class Members who have not timely and validly opted-out pursuant to § IX of the Agreement, and shall:

- a. Confirm certification of 365 Class Members as part of the Settlement Class;
- b. [This Addendum does not modify section.]
- c. [This Addendum does not modify section;]
- d. [This Addendum does not modify section;]
- e. [This Addendum does not modify section;]
- f. [This Addendum does not modify section;]
- g. Dismiss with prejudice the Conditional Fourth Amended Complaint in the Action;
- h. Bar and enjoin all 365 Class Members that do not opt out from asserting any of the Released Claims (as defined in the Agreement);

i. Release Defendants from the Released Claims which any 365 Class Member (that has not opted out) has, had, or may have in the future;

j. Determine that this Addendum is fair, adequate and reasonable, and in the best interests of the Settlement Class; and

k. Reserve the Court's continuing and exclusive jurisdiction over the Parties to this Agreement, including Defendants and all Class Members, to administer, supervise, construe and enforce this Agreement in accordance with its terms for the mutual benefit of the Parties."

2. Paragraph VI.B.2 shall be modified to include the following: "If the Court declines to enter a Final Order and Judgment that grants Final Approval to this Addendum, this Addendum shall terminate, upon the notification of termination by a Party, and be of no force or effect, unless the Parties voluntarily agree to modify the Agreement in a manner needed to obtain Court approval."

**VII. BP'S ADMINISTRATION OF ITS WARRANTY PROGRAM PENDING THE EFFECTIVE DATE**

A. Paragraph VII.A shall be modified to include the following: "Warranty claims relating to 365 Class Panels submitted by Claimants between the granting of Preliminary Approval and the 365 Effective Date shall be administered by BP, which shall include any claims submitted but for which BP has not agreed upon settlement with such claimant prior to the granting of Preliminary Approval. BP shall process and resolve such warranty claims in a manner that is consistent with the terms of this Addendum and the Claims Protocol. With respect to 365 Class Panels, BP shall take reasonable and appropriate steps to resolve these claims such that the cost for removal, replacement and disposal of the solar panels (excluding the Initial Inspection cost) does not materially exceed an average of \$4.50/watt computed over all claims relating to 365 Class Panels that are subject to this Section VII and, in seeking reimbursement under this paragraph for claims relating to 365 Class Panels, BP will not in any event pursue reimbursement for an amount in excess of an average of \$4.50/watt for removal,



replacement and disposal of 365 Class Panels. Upon the 365 Effective Date, the ICA shall reimburse BP for its costs to process and resolve the warranty claims for 365 Class Panels that are subject to this Section VII (exclusive of employee time incurred in processing the claims), including costs for third-party inspections, purchase of panel replacements, installation and disposal costs, and other third-party costs that will be paid pursuant to this Addendum after the 365 Effective Date. If a determination is made pursuant to § III.A.7 *supra* that reimbursement shall be provided by the Common Fund to class members for out-of-pocket costs not originally paid by the Settlement, such as permits or inverters, BP shall be entitled to compensation on the same terms and conditions as class members for such costs paid by it when resolving claims prior to the Effective Date pursuant to this Section.”

B. This Addendum does not modify this paragraph.

C. Paragraph VII.C shall be modified to include the following: “BP shall provide documentation from its warranty database to the ICA and Class Counsel detailing the relief it provided to each Claimant for the 365 Class Panels involved on a monthly basis through the 365 Effective Date. This documentation shall include a listing of model types and serial numbers for the 365 Class Panels replaced or (if this information is not available), information sufficient to exclude any LNR claims, and the amount paid or incurred to resolve each claim. Class Counsel shall have ten (10) business days to review and raise any questions or objections to BP’s request for reimbursement in writing; provided, however, that if Class Counsel requires additional time to complete its review, Defendants’ Representatives shall not unreasonably withhold their consent. Should Class Counsel raise any question or objection, Defendants’ Representatives and Class Counsel shall meet and confer to resolve any dispute. If the parties are unable to reach an agreed resolution, the dispute shall be resolved by the Special Master.”

D. Paragraph VII.D. shall be modified to include the following: “Upon the 365 Effective Date, BP shall promptly transfer responsibility to the ICA for administration of the resolution of any warranty claims submitted prior to the 365 Effective Date but for which (i) a settlement arrangement has not been reached with such 365 Class Member as of the 365 Effective Date or (ii) all compensation agreed to in such settlement agreement has not been paid as of the 365 Effective Date. In either case, no 365 Class Member shall be entitled to additional remedies or compensation duplicative of that administered by BP prior to the 365 Effective Date (such as the Initial Inspection). In addition, if such 365 Class Member has agreed to a settlement amount to be paid, the ICA shall administer such settlement, as agreed upon, providing compensation at the times and in the amounts agreed with such 365 Class Member out of the Common Fund Trust Account.”

#### **VIII. NOTICE TO THE CLASS**

A. This Addendum does not modify this paragraph.

B. Paragraph VIII.B shall be modified to include the following: “The Class Notice (the “Notice Plan”) to 365 Class Members will consist of an initial notice following Preliminary Approval (the “Initial Notice”), and a second notice 18 months after the Initial Notice (the “Second Notice”). The Notice Provider shall be responsible for implementing the Notice Plan approved by the Court as part of the Preliminary Approval Order. Notice shall be delivered throughout the United States, however primary emphasis will be on the States in which the 365 Class Panels principally were sold. Notice costs will be paid by the Common Fund Trust Account up to a cap of \$500,000. Thereafter, either on their own initiative or following a request from Defendants’ Representatives, Class Counsel and the ICA may consider whether sufficient funds are available in the Common Fund for a further supplemental notice and, if so, implement that notice.”

C. Paragraph VIII.C shall be modified to include the following: “Not later than two weeks after the joint stipulation for preliminary approval of this Addendum is filed, Defendants shall provide to the ICA and the Notice Provider the following information in a readable electronic format, to the extent available, for use in identifying purchasers of 365 Class Panels in the United States, whether at wholesale or retail: (1) the purchaser’s name, address, phone number, fax number and email address; (2) the model numbers and serial numbers of the 365 Class Panels purchased; and (3) the address(es) at which those panels were installed. BP, in addition, shall export from its warranty databases, to the extent available, (1) the name, address, phone number, fax number and email address of each owner of any 365 Class Panels installed in the United States who has made a warranty claim or received warranty service for those panels and (2) the address(es) at which the 365 Class Panels were installed. Defendants shall also provide this data to Class Counsel. Not later than two weeks after the joint stipulation for preliminary approval of this Addendum is filed, Class Counsel shall provide to ICA and the Notice Provider the following information, to the extent available: the names, addresses, phone number, fax number and email addresses of potential 365 Class Members who have contacted Class Counsel. The ICA, Notice Provider and Class Counsel shall maintain the confidentiality of all documents, data, and the information supplied pursuant to this paragraph shall be treated as Highly Confidential under the terms of the existing Protective Order entered by the Court.”

D. This Addendum does not modify this paragraph.

E. This Addendum does not modify this paragraph.

F. Paragraph VIII.F shall be modified to include the following: “Not later than ten (10) days after the filing of joint stipulation for preliminary approval of this Addendum, Defendants shall have complied with the obligations set forth under the Class Action Fairness

Act, 28 U.S.C. § 1715. Defendants shall notify Class Counsel and the Court of their compliance with 28 U.S.C § 1715.”

#### **IX. OPT-OUT AND OBJECTION RIGHTS**

A. Paragraph IX.A shall be modified to include the following: “All 365 Class Members shall have the right to opt out of the class at any time during the opt-out period. 365 Class Members must timely complete and mail a written request for exclusion to the ICA before the deadline set forth in the Initial Notice. The request for exclusion must include (i) the 365 Class Member’s full name, current address, telephone number, and the property location where the 365 Class Panels are installed (ii) the model number(s) and/or serial numbers of the 365 Class Panels, (iii) the date of purchase or installation of the 365 Class Panels, (iv) the number of 365 Class Panels owned by the 365 Class Member; (v) a statement by the 365 Class Member that they “want to be excluded from the proposed class in *Allagas v. BP Solar International, Inc.* and receive none of the benefits of the Settlement”; (vi) the 365 Class Member’s signature; and (vii) the name and signature of the 365 Class Member’s attorney (if represented by one). For LNR Class Members, the opt-out period shall be determined pursuant to § III.C, *supra*. Except for those 365 Class Members who have properly opted out, all 365 Class Members will be deemed a Settlement Class Member for all purposes under the Agreement.”

B. Paragraph IX.B shall be modified to include the following: “Any 365 Class Member who elects to opt out of the Settlement Class (i) shall not be bound by any orders or judgments entered in this Action; (ii) shall not be entitled to relief under, or be affected by, the Agreement; (iii) shall not gain any rights by virtue of the Agreement; and (iv) shall not be entitled to object to any aspect of the Agreement. Any 365 Class Member who has opted out and wishes to revoke his or her request to opt out may do so by mailing a letter to the ICA before the opt out deadline stating clearly the desire to revoke the previous opt out request.”

C. Paragraph IX.C shall be modified to include the following: “The ICA shall provide Class Counsel and Defense Counsel with copies of all completed opt-out requests on a weekly basis during the opt-out period. No more than ten (10) business days following the deadline for 365 Class Members to opt out, the ICA shall provide Class Counsel and Defense Counsel with a list of all opt-out requests received by the ICA, together with copies of any such requests not already provided to Class Counsel and Defense Counsel.”

D. Paragraph IX.D shall be modified to include the following: “If the number of 365 Class Members who timely exercise their right to opt out from the Settlement equals at least 30, then either Defendant may, at any time not more than twenty-three (23) days following Defendants’ Representatives’ receipt of the full list of all opt-out requests from the ICA, notify Class Counsel in writing that they believe that the Addendum and the Settlement it provides for cannot achieve its purpose. In that event, this Addendum shall become null and void, the Plaintiffs may continue to prosecute the Action as it relates to 365 Class Panels, and the Parties shall jointly request that the Court vacate any and all orders entered pursuant to this Addendum. In no way does this Addendum create opt out rights for any Class Members other than the 365 Class Members.”

E. Paragraph IX.E shall be modified to include the following: “365 Class Members may serve written objections to the joint stipulation for preliminary approval of this Addendum, or to Class Counsel’s application for Attorneys’ Fees and Expenses and Class Representative Stipends, at any time during the objection period. To be considered, any such objection must be mailed to the Clerk of the Court, counsel for both parties, and the ICA, by the objection deadline stated in the Notice, and, to allow verification that the objecting party is a 365 Class Member, must include (i) the 365 Class Member’s full name, current address, telephone number, and the

property location where the 365 Class Panels are installed; (ii) statement under penalty of perjury that the objector is the current owner of the 365 Class Panels; (iii) the date(s) of purchase and installation of the 365 Class Panels; (iv) model numbers and/or serial numbers of the objector's 365 Class Panels; (v) all of the 365 Class Member's objections, the reasons therefore, and any and all supporting papers, including, without limitation, all briefs, written evidence, and declarations; (vi) a statement of whether the 365 Class Member intends to appear at the Fairness Hearing (personally or through counsel); (vii) the 365 Class Member's signature; and (viii) the name and signature of the 365 Class Member's attorney (if represented by one). 365 Class Members submitting objections who wish to appear at the Fairness Hearing and present their objections to the Court orally must include a written statement of intent to appear at the Fairness Hearing in the manner prescribed by the Notice. In no way does this Addendum create objection rights for any Class Members other than the 365 Class Members."

F. This Addendum does not modify this paragraph.

**X. CLASS REPRESENTATIVES SERVICE AWARD**

A. This Addendum does not modify this paragraph.

B. This Addendum does not modify this paragraph.

**XI. PAYMENT OF ATTORNEYS' FEES AND COSTS**

A. This Addendum does not modify this paragraph.

B. This Addendum does not modify this paragraph.

C. This Addendum does not modify this paragraph.

D. The Addendum adds Paragraph XI.D, which states: Subject to the Court's approval of this Addendum, and notwithstanding the \$11.6 million cap on attorneys' fees as stated in Paragraph XI.A, BP agrees to pay Class Counsel \$237,500 in attorneys' fees, costs, and expenses associated with this Addendum.

E. This Addendum adds Paragraph XI.E, which states: Notwithstanding the \$11.6 million cap on attorneys' fees and costs as stated in Paragraph XI.C, Class Counsel shall be entitled to payment of fees and expenses awarded by the Court from BP within 15 business days after the 365 Effective Date.

## **XII. RELEASES**

A. Paragraph XII.A shall be modified to include the following: Release of Defendants. "Upon the 365 Effective Date, Plaintiffs, on behalf of themselves and in their representative capacity on behalf of the Settlement Class which includes 365 Class Members, and each 365 Class Member who does not timely elect to be excluded from the Settlement in compliance with the "opt-out" provisions of § IX of the Addendum, together with their respective spouses, heirs, executors, administrators, representatives, agents, attorneys, subrogees, partners, assigns, successors and predecessors in interest, all of those acting or purporting to act on their behalf and all of those who could claim through them with respect to the subject matter of this Release (the "Releasing Parties") shall conclusively be deemed to have fully, finally and forever released, relieved, remised, relinquished and discharged Defendants, together with each of their past, present and future representatives, officers, directors, agents, servants, employees, attorneys, assigns, successors and predecessors in interest, parents, subsidiaries, divisions, affiliates, shareholders, insurers, vendors and contractors and each of the heirs, executives, administrators, successors and assigns of each releasee described above (the "Released Parties"), of and from all causes of action, suits, legal or arbitral proceedings, claims or counterclaims, liabilities, controversies, demands or damages, in law or in equity, concerning, related to or arising from any Released Party's conduct, policies, practices, actions or failures to act concerning, relating to, or arising from or described in the Conditional Fourth Amended Complaint, including but not limited to the design, manufacture, assembly, distribution, labeling,

advertising, marketing, or sale of the Solar Panels or the handling of any claim, warranty, repair, replacement, or demand relating to any Solar Panel that the Releasing Parties ever had, now have, would or could have had, or may in the future have against the Released Parties, whether known or unknown, for, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world up to and including the 365 Effective Date of this Addendum (the “Released Claims”). Upon the 365 Effective Date, the Releasing Parties covenant and agree that they shall not hereafter commence any lawsuit or proceeding that seeks to establish liability against any Released Party or any other person based, in whole or in part, on any of the Released Claims. Notwithstanding the foregoing, claims, if any, for personal injury and wrongful death are reserved, and shall be released pursuant to the terms of this provision only at the time when a 365 Class Member has received one of the following Settlement benefits: (i) replacement of all remaining Class Panels included in the Class Member’s PV system (or the removal of all remaining Class Panels accompanied by a monetary payment pursuant to section III(A)(5) above) or (ii) the installation on the Class Member’s PV system of an inverter with arc-fault technology. For any 365 Class Member who owns Class Panels installed on more than one PV system, the foregoing sentence shall be applied separately for each PV system (i.e., any claims for personal injury or wrongful death related to any PV system will be reserved until one of the conditions set forth in the foregoing sentence (replacement of all Class Panels (or compensation) or installation of an arc fault inverter) is satisfied for that PV system).”

- B. This Addendum does not modify this paragraph.
- C. This Addendum does not modify this paragraph.
- D. This Addendum does not modify this paragraph.
- E. This Addendum does not modify this paragraph.



**XIII. NO ADMISSION OF LIABILITY**

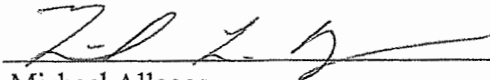
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**XIV. MISCELLANEOUS PROVISIONS**

This Addendum does not modify this section.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed on its behalf by its duly-authorized counsel of record, all as of the day set forth below.

Dated: 11/22/2019

  
Michael Allagas

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arthur Ray

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brett Mohrman

Dated: \_\_\_\_\_

BIRKA-WHITE LAW OFFICES

\_\_\_\_\_  
David M. Birka-White  
*Class Counsel*

CONFIDENTIAL ATTORNEY WORK PRODUCT

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Allagas

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arthur Ray

Dated: 11/22/19

  
\_\_\_\_\_  
Brett Mohrman

Dated: \_\_\_\_\_

BIRKA-WHITE LAW OFFICES

\_\_\_\_\_  
David M. Birka-White  
*Class Counsel*

CONFIDENTIAL ATTORNEY WORK PRODUCT

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Dated: \_\_\_\_\_

\_\_\_\_\_  
Michael Allagas

Dated: \_\_\_\_\_

\_\_\_\_\_  
Arthur Ray

Dated: \_\_\_\_\_

\_\_\_\_\_  
Brett Mohrman

Dated: \_\_\_\_\_

*November 22, 2019*

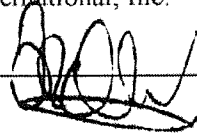
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BIRKA-WHITE LAW OFFICES

\_\_\_\_\_  
David M. Birka-White  
*Class Counsel*

Dated: 11/22/19

BP Solar International, Inc.

Name  
Title



Al Vickers  
President, BP Solar  
International

Dated: \_\_\_\_\_

Home Depot U.S.A., Inc.

Name  
Title

ARNOLD & PORTER LLP

Dated: \_\_\_\_\_

E. Alex Beroukhim  
*Counsel for Defendants*

Dated: \_\_\_\_\_

BP Solar International, Inc.

\_\_\_\_\_  
Name

Title

Dated: 11/22/19

Home Depot U.S.A., Inc.

Karen Porquica

Name Karen Porquica

Title Asst. Gen'l. Counsel

Dated: \_\_\_\_\_

ARNOLD & PORTER LLP

\_\_\_\_\_  
E. Alex Beroukhim

Counsel for Defendants

Dated: \_\_\_\_\_

BP Solar International, Inc.

\_\_\_\_\_  
Name  
Title

Dated: \_\_\_\_\_

Home Depot U.S.A., Inc.

Dated: November 22, 2019

\_\_\_\_\_  
Name  
Title  
ARNOLD & PORTER LLP

\_\_\_\_\_  
E. Alex Beroukhim  
*Counsel for Defendants*