

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

**If You Have BP Solar Panels
You May Be Entitled to Replacement of the Solar Panels
and/or a New Inverter From a Class Action Settlement**

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

Para una notificación en Español, visitar www.BPSolarSettlement.com.

- Please read this notice carefully as it impacts your rights and provides you with information regarding how to file a claim. Your legal rights may be affected whether or not you take action.
- A Settlement has been reached in a class action lawsuit about solar panels manufactured by BP Solar International, Inc. (“BP”) between 1999 and early 2007 with an S-type junction box (“Class Panels”). *See* Question 3, below for a list of affected BP model numbers. The Plaintiffs’ complaint alleges the Class Panels are prone to junction box failures, which could cause burn marks, shattered glass at the junction box, and a potential fire hazard. The Defendants deny these allegations.
- Generally, the Settlement includes anyone in the United States who purchased Class Panels for initial installation on a property, or who purchased a property on which Class Panels had first been installed, and who currently own some or all of those Panels (*see* Question 6 for any exclusions). This lawsuit and Settlement do **not** cover BP solar panels manufactured after 2007, or panels manufactured from 1999-2007 without an S-type junction box. Those solar panels may look similar but have a different junction box and therefore are not involved in this Settlement.
- The Settlement will provide for removal and disposal of the Class Panels, and replacement with new solar panels, for eligible class members in Category 1 (*see* Question 3 below). If additional costs such as construction permits and/or a new inverter are required by law in order to replace your system (under your local building code), you may be required to pay all or part of those costs (*see* Question 9).
- The Settlement will provide a free visual inspection, replacement of failed panels, potential replacement of all Class Panels, and/or installation of a new inverter with arc fault detection for eligible class members with Class Panels in Category 2 (*see* Question 3 below).

**Your legal rights are affected even if you do nothing.
Please read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	You must submit a claim to get benefits.
ASK TO BE EXCLUDED	Get no benefits from the Settlement. This is the only option that allows you to sue the Defendants over the claims resolved by this Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment or replacement. Give up rights.

- 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. The final approval hearing is scheduled for December 22, 2016 (*see* Question 21). Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court has authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit involving BP solar panels and your options before the Court decides whether to give final approval to the proposed Settlement. This notice explains the lawsuit, the proposed Settlement, the benefits available, and your legal rights.

The Honorable Susan Illston of the United States District Court for the Northern District of California is overseeing this case. The case is known as *Michael Allagas, et al. v. BP Solar International, Inc., et al.*, Case No. 3:14-cv-00560-SI. The people who sued are called the Plaintiffs, and the companies they sued are called Defendants. The Defendants in this case are: BP Solar International, Inc. and Home Depot U.S.A., Inc.

2. What is this about?

The lawsuit claims that the BP solar panels manufactured with S-type junction boxes are defective and prone to premature failure, do not generate the expected level of power, and create a potential fire hazard. The Defendants deny these claims. The photos below show examples of failed panels.



Clockwise from upper left: burn mark and shattered glass on front of panel; burnt junction box on back of panel; junction box damage on back of panel; and burn mark (without shattered glass) on front of panel.

3. Which BP model numbers are included in this Settlement?

The solar panels included in this Settlement are called “Class Panels.” Class Panels include all BP solar panels manufactured between 1999 and 2007 with an S-type junction box. This includes the model numbers listed below.

Category 1 (“FDK+ Panels”)

BP170I	BP175B	BP175I	BP3140S*	BP3160B*
BP170B	BP3160S	BP4170B	BP3150S	BP4175I
BP3165S	SX160B	SX170B	BP4175B	BP2150S
SX150B*	BPSX150S	BPSX3150S	SX4175S (a/k/a BPS4175S)	SX140S
BP5170S	SX150S	SX160S	BPSX3160S	SX150L

(If the model number has an asterisk, it means that some of those panels are in Category 2. If you have one of those model numbers, the Claims Administrator can help you determine which Category your panels belong to.)

Category 2 (“Non-FDK+ Panels”)

All other BP solar panels manufactured between 1999 and 2007 with an S-type junction box which are not included in Category 1, including the following model numbers:

BP3140B	BP3115S	BP3123XR	BP3125Q	BP3125S
BP3160B	BP3140S	BP3150B	BP3150L	BP3155S
BP380S	BP3160L	BP3160QS	BP375S	BP380L
MSX110	BP4150S	BP4160S	BP4170S	BP485L
SX120S	BP2140S	BP585DB	BP7190S	SX3190B
SX3195S	MSX110L	MSX120	MSX120L	BPSX140S
SX3195B	SX140B	SX150B	SX3190S	SX110S

This Settlement does **not** cover BP solar panels without the S-type junction box, which BP stopped using in 2007 at the latest. These solar panels look very similar to the Class Panels included in the

Settlement, but are different products. If you don't know whether your BP product is included in this Settlement, contact the Claims Administrator at 1-844-360-2767 for help.

4. Why is this a class action?

In a class action, one or more people called “class representatives” sue on behalf of themselves and other people with similar claims. The class representatives and those with similar claims are referred to as the “settlement class” or “settlement class members.” In this Settlement, the Class Representatives are Michael Allagas, Brett Mohrman, Arthur Ray, and Brian Dickson. One court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class.

5. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendants. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and the people affected will get a chance to receive replacement or removal of their Class Panels, or a free inspection of their system and new inverter with arc fault detection. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. The Settlement does not mean that the Court has determined that Defendants have done anything wrong.

WHO IS PART OF THE SETTLEMENT?

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

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

You are included in the Settlement and deemed a Settlement Class Member if you purchased Class Panels for initial installation on a property, or you acquired a property on which Class Panels had first been installed, and, in either case, you currently own some or all of those Panels.

“Property” means any structure, including but not limited to homes, townhouses, condominiums, apartments, multi-unit housing structures, hotels, motels, hospitals, schools, churches or other places of worship, commercial structures, government structures, homes within a homeowners association or other similar entities, other types of buildings (e.g., guest houses, garages, workshops, sheds, hangers), or other structures of any kind, whether commercial or residential (including permanent or temporary residential structures), or any improvement to real property.

The Settlement Class does not include the Defendants or any entity in which a Defendant owns a controlling interest and their legal representatives, heirs, and successors. The Settlement Class also does not include the judge or judges to whom this case is assigned and their immediate family members.

7. How can I tell if I have BP solar panels?

The BP solar panel model number is located on the sticker affixed to the back of the solar panel. This information may also be contained in your purchase agreement or other documentation. Additional information about determining whether your Panels are BP panels can be obtained by contacting:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

Or call the toll-free number: **1-844-360-2767**.

8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-844-360-2767 with questions or visit www.BPSolarSettlement.com. You may also write with questions to BP Solar Panel Settlement:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Website: www.BPSolarSettlement.com**

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

Common Fund for Category 1 (FDK+ Panels)

A Common Settlement Fund will be established to pay for the removal, replacement, and disposal of Class Panels that fall into Category 1 (FDK+ Panels) (*see* Question 3 above). The Defendants will pay \$45.33 million into the Settlement Fund. Settlement administration costs, notice costs, attorney fees and costs, and any court-approved payments to the Settlement Class Representatives will come out of this fund (*see* Question 20).

- The net Settlement Fund will be available to pay to replace the Class Panels or otherwise compensate Settlement Class Members. Labor, materials, and replacement solar panels will be provided and installed by licensed contractors approved by the Claims Administrator.
- If it is determined that additional costs, such as construction permits and/or a new inverter, are required by law to replace your system (under your local building code), you will be

required to pay those costs. Three years into the program, an annual assessment will be made to determine whether there are sufficient funds to reimburse some or all necessary out-of-pocket costs. Reimbursement is not guaranteed.

- The replacement solar panels will come with an industry standard manufacturer's warranty issued by the manufacturer of the replacement panels.
- The labor work provided will come with an industry standard warranty from the contractor hired to perform the replacement work, including any contractors hired by the Claims Administrator.
- You may opt to use your own replacement contractor (instead of a contractor hired by the Claims Administrator) to replace Class Panels, but all Class Panel removal and disposal will be handled by the Claims Administrator. Once the Class Panels have been removed, you will receive payment up to the rate of \$2.35 per watt removed, minus the removal and disposal costs.

Claims Made Program for Category 2 (Non-FDK+ Panels)

A separate Settlement Fund will be established for Settlement Class Members with Class Panels that fall into Category 2 (Non-FDK+ Panels) (*see* Question 3 above). These model numbers have a lower failure rate than the Category 1 Panels (FDK+). Defendants shall pay up to \$20 million into the Claims-Made Settlement Fund for Category 2 (Non-FDK+ Panels) claims, inclusive of inspection and administration costs, for payments to Settlement Class Members who fall within Category 2.

- Category 2 claimants will be entitled to a free visual inspection of their BP solar system to identify any failed panels. If the claimant's system's failure rate exceeds 20% (inclusive of any documented past failures), the claimant will be entitled to a full replacement of their Class Panels.
- If the inspection does not result in full replacement, the claimant will receive a new inverter with arc fault detection, installed at no cost to the claimant. An arc fault is a high energy failure that can occur if these panels fail. Arc fault detection technology is designed to preemptively shut down a system that is experiencing an arc fault failure, thus preventing any resulting harm. The Settlement Fund will not be responsible for the warranty, performance, maintenance or ongoing operation of the new inverter (including, without limitation, any obligation to test or check system shutdowns or faults).
- If a Category 2 claimant suffers additional failed panels after the initial inspection, the claimant can make subsequent claims to the Settlement until the program ends. If the subsequent claim demonstrates that the failure rate has exceeded 20%, the claimant is eligible for replacement of all remaining Class Panels. However, the Settlement Class Member shall either reimburse the Settlement for the cost of the new inverter and its installation before the replacement of the remaining Class Panels takes place or, if the Settlement Class Member elects to receive a monetary payment, the cost of the new inverter and its installation shall be subtracted from this amount. In extreme cases, if the Claims

Administrator determines that a Claimant has made a subsequent claim without any reasonable basis to believe that additional panel failures have occurred, the Claims Administrator reserves the right to seek reimbursement for the cost of responding to that claim.

- The Claims Made program will end after three years of operation, or after the \$20 million fund is exhausted, whichever is first. After that, Category 2 Class Members retain their preexisting rights under their BP warranty certificate except as to claims presented to the Settlement, and can claim any further failed panels under BP's standard warranty program.

Large Non-Residential Customers

A claimant with a non-residential solar system with 400 or more solar panels that includes Class Panels ("LNR Class Member") will be invited to commercial negotiations between BP and the claimant, mediated by the Claims Administrator or other agreed upon third-party. If negotiations fail, the LNR claimant may opt-out of the settlement, even if the opt-out period has expired, and the claimant will retain all its rights under BP's warranty certificate.

This program will remain open at least through 2017. More details, including on the precise claims period, are available in a document called the Settlement Agreement, which is available at www.BPSolarSettlement.com, or by consulting the Claims Administrator.

HOW TO GET BENEFITS

10. How do I get benefits?

All Settlement Class Members will need to submit a Claim Form to receive benefits. If you did not receive a Claim Form in the mail, Claim Forms are available at www.BPSolarSettlement.com or by calling 1-844-360-2767. Please submit your Claim Form as soon as possible; priority in scheduling will be based on the order in which Claim Forms are received. Please read the instructions carefully, and fill out the Claim Form and mail it. Please submit the Claim Form to:

BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021
Fax: 1-888-533-1637
Email: info@BPSolarSettlement.com
Website: www.BPSolarSettlement.com

11. What is the deadline for submitting claims?

The Claims Administrator can only begin processing claims after the Court grants final approval of the Settlement and after any appeals are resolved (see "The Fairness Hearing" below). If there are appeals, resolving them can take time. Please be patient. Once the Settlement is approved, the

settlement website will be updated with actual dates for these deadlines, so be sure to check the website for any updates periodically after the Fairness Hearing on December 22, 2016.

Once the Settlement program starts:

- Category 1 claims will be paid until the Common Fund is spent. Therefore, while there is no firm claims deadline, if you have Category 1 panels, it is best to submit your claim soon after the program begins.
- The program for Category 2 claims will last for three years after it starts, or until the \$20 million fund is spent. Therefore, while there is no firm claims deadline, if you have Category 2 panels, it is best to submit your claim soon after the program begins.

12. When will I receive benefits?

The Settlement program will begin after the Court grants final approval of the Settlement and after any appeals are resolved (see “The Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

13. What am I giving up to stay in the Settlement Class?

Unless you “opt out” or exclude yourself, you are accepting the Settlement. This allows you to obtain the Settlement benefits described above, but requires that you give up your right to separately sue anyone, including but not limited to the Defendants, for any claims being resolved by this Settlement, specifically, any claims related to alleged junction box failure or defect in the Class Panels, including any alleged property damage caused by the Class Panels. This includes all claims relating to the design, manufacturing, materials used, testing performed, warnings provided, marketing, advertising, sale, installation, instructions, performance or any failure to perform (including energy production or lack of energy savings or production), including any defect or warranty claim, as more fully described in Section XII of the Settlement Agreement. Personal injury claims, however, are released only if they arose or arise after you receive full replacement of all your Class Panels, or installation of a new inverter with arc fault protection. Category 1 Class Members give up all of their rights to file suit on any of these claims in the future. After the Claims Made Program ends, Category 2 Class Members will retain their pre-existing rights under the BP warranty certificate except as to claims presented to the Settlement, but will give up the right to seek class-wide adjudication of any of these claims.

Section XII of the Settlement Agreement describes the released claims in more detail, so read it carefully. The Settlement Agreement is available online at www.BPSolarSettlement.com. If you have any questions you can talk to the law firms listed in Question 19 for free or you can, if you wish, talk to your own lawyer at your own expense if you have questions about what this means.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the benefits from this Settlement, and you want to keep the right to sue the Defendants or anyone else about the issues in this case, then you must take steps to opt out of the Settlement. This is called excluding yourself from, or “opting out” of, the Settlement Class.

14. How do I get out of the Settlement?

To exclude yourself or “opt out” from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your full name, current address, telephone number, and the property location where your Class Panels are installed (if different from your current address);
- A statement that you “want to be excluded from the proposed class in *Allagas v. BP Solar International, Inc.* and receive none of the benefits of the Settlement”;
- Your signature; and
- The name and signature of your attorney (if you are represented by one)

In addition, please also provide the following information with your opt out request if known to you:

- The model number(s) and/or serial numbers of your Class Panels;
- Date of purchase or installation of your Class Panels; and
- The number of Class Panels you own.

You must mail your exclusion request, **postmarked no later than November 28, 2016** to:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

15. 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 anyone, including but not limited to Defendants, for the claims that this Settlement resolves. See Question 13 for a description of the claims you are giving up by staying in the Settlement.

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

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

OBJECTING TO THE SETTLEMENT

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

If you are a Settlement Class Member and do not opt out, you can object to the Settlement if you don't like some part of it. The Court will consider your views. To object, you must submit a letter that includes the following:

- Your full name, current address, telephone number, and the property location where your Class Panels are installed (if different from your current address);
- Statement under penalty of perjury that you are the current owner of the Class Panels;
- The date(s) of purchase and installation of the Class Panels;
- Model numbers and/or serial numbers of your Class Panels;
- The reasons you object to the Settlement, along with any supporting materials;
- Whether you intend to appear at the Fairness Hearing (*see* Question 21);
- Your signature; and
- The name and signature of your attorney (if you are represented by one).

You must mail your objection to the following addresses, postmarked by **November 28, 2016**:

United States District Court Northern District of California 450 Golden Gate Avenue, Box 36060 San Francisco, CA 94102-3489 Attn: BP Solar Settlement (Judge Illston)	BP Solar Panel Settlement c/o JND Legal Administration PO Box 6878 Broomfield, CO 80021
Lieff Cabraser Heimann & Bernstein, LLP Attn: BP Solar Settlement 275 Battery St, 29th Fl San Francisco, CA 94111	Arnold & Porter LLP Matthew T. Heartney 777 South Figueroa Street, 44th Floor Los Angeles, CA 90017

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

Objecting is 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 LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

Yes, the Court has appointed the following to represent all Settlement Class Members as “Class Counsel:”

Birka-White Law Offices 65 Oak Court Danville, CA 94526 Telephone: (925) 362-9999 Facsimile: (925) 362-9970	Lieff Cabraser Heimann & Bernstein, LLP 275 Battery Street, 29th Floor San Francisco, CA 94111 Telephone: (415) 956-1000 Facsimile: (415) 956-1008
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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees of up to \$11 million, plus reimbursement for costs and expenses up to \$600,000, for a total of \$11.6 million. Of this, \$9.6 million will be paid from the Common Fund, and \$2 million will be paid from the Claims Made Settlement Fund. (The \$2 million paid from the Claims Made Settlement Fund is in addition to the \$20 million maximum amount Defendants will contribute to pay for Settlement benefits to Category 2 claims.)

The Court will decide the amount of attorneys’ fees and costs to award. Class Counsel will also request a special service award to be paid to each of the Settlement Class Representative for their service to the Settlement Class as follows: \$7,500 each to Michael Allagas, Arthur Ray, Brett Mohrman from the Common Settlement Fund, and \$3,500 to Brian Dickson from the Claims Made Settlement Fund.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Fairness Hearing at 3:00 p.m. on Thursday, December 22, 2016 at 450 Golden Gate Avenue, Courtroom 1, 17th Floor, San Francisco, CA 94102. The hearing may be moved by the Court to a different date or time without additional mailed notice to you, so it is a good idea to check www.BPSolarSettlement.com or call 1-844-360-2767 for updates about the hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. The motion for attorney’s fees and costs and class representative service payments will be posted on

www.BPSolarSettlement.com. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

22. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also hire a lawyer to attend, but it is not required.

23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you are objecting and intend to request permission to speak, you should include that request in your written objection (*see* Question 17).

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement or Claim Form at:

www.BPSolarSettlement.com

You also may write with questions to:

**BP Solar Panel Settlement
c/o JND Legal Administration
PO Box 6878
Broomfield, CO 80021**

Or call the toll-free number: **1-844-360-2767**.