UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION

IN RE: GENERAC SOLAR POWER SYSTEMS MARKETING, SALES PRACTICES, AND PRODUCTS LIABILITY LITIGATION This Document Relates to All Cases	Case No. 2:23-md-03078 **ORDER AND JUDGMENT GRANTING PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

This matter is before the Court on Plaintiffs' Unopposed Motion and Memorandum of Law in Support of Final Approval of Class Action Settlement. On January 13, 2026, the Court granted Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement between Plaintiffs Robert Ammon, Marcia Baltimore, Nicole Kibert Basler, John Bettorf, Paul Cartmell, Steve Cothren, Geoff Edwards, Miles Fawcett, Joel Galarza, Melissa Gibson, Daniel Haak, Christopher Helmers, Kevin Hemphill, Albert Kates, Craig Lauder, Kathryn Locatell, Jodi Matas, Dustin Moon, Lori Morse, Adam Plichta, Jason Poston, Anita Richardson, Michael Shirk, Allan Slater, Carolyn Slusher, Rabia Stevenson, Beverly Taylor, Margaret Venema, Kerri Vincent, James Ward, and Mark Wasserman ("Plaintiffs" or "Settlement Class Representatives") and Defendants Generac Power Systems, Inc. and Generac Holdings, Inc. (collectively "Generac"). ECF No. 81

On April 21, 2026, on the Parties' stipulation, the Court entered an Amended Order granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement,

which is the operative preliminary approval order. ECF No. 89. On September 14, 2026, the Court approved the Parties' further amendment to the release and ordered supplemental notice. ECF No. 102. On October 21, 2026, the Court held a Final Approval Hearing to determine whether the Settlement Agreement, filed with the Court as ECF No. 122 ("S.A."), should be fully approved as fair, reasonable, and adequate. The Court has considered all the submissions and arguments of the Parties and is otherwise fully advised.

1. Definitions

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

2. Background

Plaintiffs, individually and on behalf of all others similarly situated, and Defendants have entered into a class action settlement agreement to settle, fully and finally, the claims brought by Plaintiffs against Generac. Specifically, Plaintiffs' claims were premised upon Generac's design, manufacture, marketing, and sale of PWRcell Systems which contained allegedly defective SnapRS devices ("Snaps" or "Snap devices"). Generac allegedly designed, manufactured, and placed into the stream of commerce for purchase and use by Settlement Class Members the PWRcell Systems without disclosure of the allegedly defective Snaps. Plaintiffs contend that because of the alleged defect, the Snaps become overactive, repeatedly turning off and on, causing them to overheat, bubble, burn, and explode. Plaintiffs further contend that the Snap failures resulted in a loss of energy production from PWRcell Systems and, moreover, that consumers overpaid or would not have purchased the PWRcell Systems at all had they known about the alleged defect at the time of purchase. Defendants deny the allegations.

The Court finds the Settlement is the product of hard-fought litigation and arm's-length negotiations, as well as substantial expert investigation and litigation over the course of more than three years. Settlement Class Counsel were well-informed of the inherent risks of continued litigation and the years-long delay that would accompany additional litigation. The Settlement is the result of mediation before a well-respected third-party neutral in addition to months of efforts thereafter to resolve disagreements between the Parties. Settlement Class Counsel have extensive experience litigating class actions and recommend final approval of the Settlement.

3. Certification

Pursuant to Rule 23(a) and 23(b)(3), the Court finally certifies, for purposes of settlement only, the "Settlement Class." The "Settlement Class" is all current Owners and Primary Users of Generac PWRcell Systems purchased in the United States prior to the Execution Date of this Agreement.

a. A "Settlement Class Member" is any person or entity who qualifies under the definition of "Settlement Class."

b. An "Owner" is any natural person or entity that holds contractual ownership rights to a PWRcell System and may, but need not, be the Primary User.

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

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

Section 6 as identified on the Exclusion List submitted in conjunction with Plaintiffs' motion; (4) Class Counsel and counsel for Defendants; and (5) Owners or Primary Users of systems provided by Generac through grants awarded by the U.S. Department of Energy, with respect to such systems.

The definition of the "Settlement Class" has been modified since this Court first granted preliminary approval on January 13, 2026. The Court subsequently amended its preliminary approval order based on the new agreed-upon definition of the "Settlement Class." The Court finally certifies the amended definition of "Settlement Class" as provided for in ECF No. 89 as well as Plaintiffs' motion seeking final approval.

The Court previously found that the Settlement Class satisfied the Rule 23 requirements for certification. Having independently reviewed the record for the purposes of final approval, including the Notice Plan as implemented and the reaction of the Settlement Class, the Court again finds that numerosity, commonality, typicality, adequacy, predominance, and superiority are satisfied. The Court now finally approves certification of the Settlement Class.

4. Settlement Benefits

i. Monetary Relief

Under the proposed Settlement Agreement, Generac will pay $15,000,000 into a non-reversionary Settlement Fund to cover all of its obligations under the Settlement, including for the administration of the settlement by the Settlement Administrator, the Notice Plan, Service Awards, the Fee Award, Valid Claims, and any other administrative fees and expenses in connection with this Agreement.

ii. Plan of Allocation for Monetary Relief

The Net Settlement Fund[1] will be allocated to Claimants on a per-PWRcell System basis, such that there will be a single Settlement Award attributable to each PWRcell System in an amount determined pursuant to the Plan of Allocation described herein and in the Settlement Agreement. The total Settlement Award associated with a PWRcell System shall be the sum of the "System Claim," any amounts allocated from the Cash Recovery Fund, and any amounts allocated from the Extraordinary Damage Fund.

The "System Claim" is a baseline award available to all qualifying Claimants who can demonstrate ownership or use (as a Primary User) of a qualifying system. It is intended to compensate *all* Settlement Class Members for alleged lost system value, short-term loss of use or reduced power generation, and other economic loss not otherwise covered by an "Out of Pocket Expense Claim" or extended "Loss of Power Generation Claim."

The Settlement Agreement allocates $2,000,000 for the creation of a Cash Recovery Fund. The Cash Recovery Fund will be used to compensate Claimants who submit valid "Out of Pocket Expense Claims," "Loss of Power Generation Claims," and "Miscellaneous Cost Claims." Such claims are intended to compensate Settlement Class Members who demonstrate that they have, for example, incurred actual or projected hard expenses and other costs (such as for System removal), or suffered extended power outages or reduction, due to the alleged Snap defect. If the Cash Recovery Fund is insufficient to pay all such claims in their entirety, Claimants will receive a pro rata share of the Cash Recovery Fund. Any funds remaining after all valid Out of Pocket Expense Claims, Loss of Power Generation Claims, and Miscellaneous Cost Claims are satisfied will be reallocated to the System Claim Fund.

[1] "Net Settlement Fund" is the "Settlement Fund net of any Notice and Administrative Costs, Service Awards, and Fee Awards." S.A. § 1.27.

In addition, to account for unexpected but disproportionate circumstances and the risk those circumstances may pose to the Cash Recovery Fund, the Settlement Agreement earmarks $500,000 from the Settlement Fund for an Extraordinary Damage Fund. The Extraordinary Damage Fund will be used to provide additional compensation for Claimants who submit valid Claims but whose Settlement Awards would exceed the Maximum Individual Award (of $20,000), or for whom the traditional valuation methodology is otherwise deemed insufficient to adequately compensate them for their demonstrated loss (for example, the Extraordinary Damage Fund may be used to fully compensate Plaintiffs who were unable to address system issues during the pendency of the litigation to avoid evidence spoliation at the direction of counsel). If the Extraordinary Damage Fund is insufficient to pay all such claims in their entirety, Claimants will receive a pro rata share of the Extraordinary Damage Fund. Any funds remaining after all valid Claims are compensated are reallocated to the System Claim Fund.

iii. Non-Monetary Relief

In addition to the $15,000,000 non-reversionary Settlement Fund, the Settlement provides: (1) modifications to the Limited Warranty; and (2) educational materials to improve users' understanding of their Systems.

There are several modifications to the Limited Warranty. The first modification to the Limited Warranty constitutes an extension of the Limited Warranty. For Systems originally including SnapRS 801 or 801A components, the start date of the 25-year warranty for SnapRS 802 devices will be calculated from the replacement date of 801 or 801A or installation of RS802s. Generac also agreed to modify its warranty claim requirements. Valid claims under the Limited Warranty previously required for the PWRcell System to be registered with Generac and connected to the internet. Generac has now agreed to eliminate both requirements for SnapRS warranty claims on PWRcell Systems.

Second, as part of the Settlement, Generac has prepared materials to educate Settlement Class Members on Snap-related System errors and corrective measures. Specifically, Generac has prepared a notice that educates Settlement Class Members on the reasons for certain Snap-related error codes, any dangers associated with them, and corrective measures available for addressing them.

iv. Limitations on Release of Claims

The Settlement Release is narrowly tailored and only releases Generac and, in limited respects, its dealers, distributors, aligned contractors, installers, and other non-Defendant persons while expressly preserving certain downstream derivative claims related to the Systems or claims for personal and/or bodily injury, wrongful death, or property damage. Specifically:

> "Released Claims" means any and all past and existing claims, demands, actions, causes of action, lawsuits, arbitrations, damages, or liabilities, direct or indirect, known or unknown, and whether in law or in equity or for money damages, punitive damages, exemplary damages, injunctive or other equitable relief, attorneys' fees, or costs that arise out of or relate to the SnapRS consumer or product liability claims and related consumer or product liability litigation involving the purchase, sale, or use of a solar energy system with allegedly defective SnapRS devices designed, supplied, sold by or otherwise attributable to Defendants. The Released Claims exclude claims for personal and/or bodily injury, wrongful death, and property damage to property other than the claimant's PWRcell System(s). With respect to dealers, distributors, aligned contractors, and installers, Released Claims includes only claims that are solely and directly related to the allegedly defective SnapRS devices. For the avoidance of doubt, notwithstanding the inclusion of dealers, distributors, aligned contractors, installers, and other non-Defendant persons or entities in the definition of Releasees, Released Claims do not include:
>
> (i) any claim against any non-Defendant Releasee (Releasees other than the named Defendants) or other non-party to the extent the claim is based on any non-Defendant Releasee's or other non-party's own alleged marketing, sales, financing, installation, servicing, or other non-Defendant conduct;
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> (ii) any claim seeking to impose derivative or assignee liability on a financing source, assignee, or holder of a consumer credit contract based on conduct described in clause (i), including under the FTC Holder Rule or analogous doctrines; or

(iii) any claim based on the conduct described in clauses (i) or (ii) brought by State Attorneys General or other public enforcement authorities for violation of state consumer protection acts, home solicitation sales acts, the Consumer Financial Protection Act (12 U.S.C. § 5481, et seq.), or analogous federal or state law.

The foregoing exclusions apply even if the claim also involves allegations concerning the overall performance of a claimant's solar energy system or PWRcell System. Nothing in this paragraph preserves any claim against any Defendant, narrows the release of any Released Claim as to any Defendant, affects any limitation otherwise applicable to the definition of Releasees, or creates any claim, admission, agency relationship, derivative liability, or right to duplicative recovery.

S.A. § 1.46, as amended and approved at ECF No. 102.

5. The Notice Plan Comported with All Applicable Requirements.

Consistent with the Preliminary Approval Order and the proposed Notice Plan, the Settlement Administrator, Eisner Advisory Group LLC ("EAG"), has notified Settlement Class Members of the Settlement by: (a) emailing the notices to all members of the Settlement Class for whom valid email addresses are known to Generac; (b) mailing postcard notice to Settlement Class Members that did not have valid email addresses but had valid postal information; and (c) implementing a digital notice program, including advertising on social media. In addition, EAG created a Settlement Website that includes all necessary and pertinent information for Settlement Class Members to call and obtain additional information about the Settlement. As a result of the Notice Plan, more than 99% of the Settlement Class was reached, which EAG has certified. *See* ECF No. 106 at 6-7.

In the Preliminary Approval Order, the Court found that the form and methods of notifying the Settlement Class of the terms and conditions of the proposed Settlement Agreement met the requirements of Fed. R. Civ. P. 23, any other applicable law, and due process, and constituted the best notice practicable under the circumstances.

Further, EAG, on behalf of Defendants, caused timely notice of the Settlement and related materials to be sent to the Attorney General of the United States and the Attorneys General of all states and territories. The Court finds that such notification complies fully with the applicable requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, and that more than ninety days have elapsed between that service and entry of this Order, as 28 U.S.C. § 1715(d) requires.

6. The Settlement is Fair, Reasonable, and Adequate.

Final approval of a class action settlement under Rule 23 of the Federal Rules of Civil Procedure is permitted only when the settlement is "fair, reasonable, and adequate." Fed. R. Civ. P. 23(e)(2). That determination is guided by consideration of several factors:

> (A) the class representatives and class counsel have adequately represented the class;
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> (B) the proposal was negotiated at arm's length;
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> (C) the relief provided for the class is adequate, taking into account:
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> > (i) the costs, risks, and delay of trial and appeal;
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> > (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
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> > (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
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> > (iv) any agreement required to be identified under Rule 23(e)(3); and
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> (D) the proposal treats class members equitably relative to each other.

In re Clearview AI, Inc. Consumer Privacy Litig., 181 F.4th 785, 791 (7th Cir. 2026). The Settlement pending before the Court satisfies this standard. Settlement Class Representatives and Settlement Class Counsel dutifully represented the Settlement Class during many years of hard-fought litigation. At all times, negotiations over the Settlement were at arm's length. Given the different types of permissible claims and the structure of the Allocation Plan, Settlement Class

Members are treated equitably. Further, the relief is adequate when accounting for the inherent risks of continued litigation, as well as the costs and delay to any relief, which would not be guaranteed if litigation continued. The proposed method for distributing relief to the Settlement Class will be efficient and the Court approves the proposed *Cy Pres* Payment and *Cy Pres* Recipient under the Settlement. Moreover, the requested attorneys' fees, reimbursement of litigation costs, and service awards are reasonable under the circumstances, as discussed separately. Taken together, the pertinent factors each weigh in favor of final approval.

7. Order of Final Approval and Entry of Judgment

For the reasons discussed above, the Court finally certifies the proposed Settlement Class and grants Plaintiffs' motion. The Court finds that the Settlement Class satisfies the requirements of Fed. R. Civ. P. 23(a) and 23(b), and that the Parties' Settlement Agreement, docketed at ECF No. 122, is fair, reasonable, and adequate, and in the best interests of Settlement Class Members. Accordingly:

a. The Court hereby approves the distribution of the Settlement Fund and of the Settlement Payments and Cy Pres Payment, if any, consistent with the terms of the Settlement Agreement;

b. Releasing Parties are hereafter permanently barred, enjoined, and restrained from commencing, filing, initiating, asserting, and/or maintaining any and all Released Claims, as amended, against the Releasees;

c. This matter is to be dismissed with prejudice; and,

d. The Court retains jurisdiction over this matter to the extent necessary to enforce the terms of the Settlement Agreement.

CONCLUSION

For the reasons stated, Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement (ECF No. 103) is **GRANTED**. This action and all Associated Cases are **DISMISSED with prejudice**. Judgment shall be entered consistent with this Order.

Dated at Milwaukee, Wisconsin, this 22nd day of October, 2026.

/s/ Lynn Adelman
Lynn Adelman
United States District Judge