

EXHIBIT A

**SECOND ADDENDUM TO THE PARTIES' SETTLEMENT
AGREEMENT AND RELEASE DATED JANUARY 9, 2026**

This Addendum ("Second Addendum") is entered into by and between Plaintiffs, on behalf of themselves and the Settlement Class, and Generac Holdings Inc. and Generac Power Systems, Inc. (collectively, "Defendants" or "Generac"), through their respective counsel of record (collectively, "the Parties"). This Second Addendum modifies certain provisions of the Class Action Settlement Agreement and Release fully executed on January 9, 2026 (the "Agreement"), in the above-captioned action, *In re: Generac Solar Power Systems Marketing Sales Practices and Products Liability Litigation*, MDL No. 3078, Case No. 23-md-3078, pending in the United States District Court for the Eastern District of Wisconsin. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WHEREAS, the Parties previously executed the Agreement and Plaintiffs filed a Motion for Preliminary Approval of Class Action Settlement on January 9, 2026, and the Court granted Preliminary Approval on January 13, 2026 (Doc. No. 81);

WHEREAS, the Parties executed an Addendum to the Agreement and filed a Stipulated Motion to Amend Settlement Agreement Deadlines, Exclusion, And Administrative Cost Provisions on April 20, 2026, and the Court issued an Amended Order granting Preliminary Approval of the Agreement, as amended, on April 21, 2026 (Doc. No. 89);

WHEREAS, the Parties have agreed to modify certain terms of the Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Section 1.46. Paragraph 1.46 of the Agreement is hereby deleted and replaced in its entirety as follows: "'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;

- (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."

2. Court Approval. The Plaintiffs shall file, on the Parties' behalf, a Stipulated Motion seeking approval of this Second Addendum, the Parties' proposal for supplemental notice to Settlement Class Members who have objected to, or excluded themselves from, the Settlement, and modifications of the schedule described in Paragraph 3 *infra*, within forty-eight (48) hours of the execution of this Second Addendum by all Parties, unless such motion has already been filed by any Party.

3. Court-Ordered Deadlines. All dates and deadlines established by or effectuated from the Court's Amended Order Granting Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement [ECF No. 89] shall remain unchanged, except that the Claims Deadline shall be extended, for each Settlement Class Member receiving supplemental notice of this Second Addendum pursuant to Paragraph 2, *supra*, to the date set forth in the Court's order approving the Parties' Stipulated Motion as contemplated by this Second Addendum. The Parties shall include the request for extension of the Claims Deadline in the Stipulated Motion referenced in Paragraph 2.

4. Ratification of Agreement. Except as expressly modified by this Second Addendum, all terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between this Second Addendum and the Agreement, the terms of this Second Addendum shall control.

5. Authority; Counterparts. The Parties represent and warrant that each signatory below has full authority to execute this Second Addendum on behalf of the Party he or she represents. This Second Addendum may be executed in counterparts, including by electronic or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Second Addendum as of the date last signed below.

FOR PLAINTIFFS AND THE SETTLEMENT CLASS:

_____ Dated: _____