

# Exhibit D

# **EXHIBIT 1**

## CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

THIS CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (“*Settlement Agreement*” or “*Agreement*”) is entered into by and between plaintiffs Aaron Hall, Katherine Glod, and Jeffrey Binder, individually and in their representative capacity on behalf of all others similarly situated (the “*Named Plaintiffs*”), and defendant William Jayson Waller (“*Mr. Waller*” or “*Defendant*”) (collectively referred to as the “*Parties*”).

### RECITALS

A. On November 13, 2022, the Named Plaintiffs, seeking to act individually and in a representative capacity on behalf of all others similarly situated, filed a complaint (the “*Complaint*”) commencing an action against Defendant, Trivest Partners L.P., and TGIF Power Home Investor, LLC, in the United States District Court for the Eastern District of Michigan (the “*Court*”) captioned *Hall et al. v. Trivest Partners L.P. et al.*, Case No. 4:22-cv-12743 (the “*Action*”). The Complaint alleged that the defendants violated the Racketeer Influenced and Corrupt Organizations Act through their control of Power Home Solar, LLC (also known as Pink Energy, hereinafter “*Power Home Solar*” or “*Pink Energy*”) through a pattern of racketeering activity. The Complaint asserted three claims for relief: (1) violation of the RICO Act, 18 U.S.C. § 1962(a) & (c), (2) conspiracy to violate the RICO Act, 18 U.S.C. § 1962(d), and (3) violation of the Michigan Consumer Protection Act.

B. On November 29, 2024, Named Plaintiffs filed the First Amended Complaint (“*FAC*”), adding additional defendants. The FAC alleged the same three claims for relief as the Complaint, with the exception of the claim for violation of 18.U.S.C. § 1962(a), which the FAC did not allege as the Court had previously dismissed that claim.

C. On April 30, 2025, the Court ordered the parties to private mediation (the “*Mediation*”). The Mediation was conducted under the supervision of the Hon. Victoria Roberts (the “*Mediator*”). Counsel for the Parties participated in mediation proceedings culminating in a full day mediation session on May 2, 2025. As a result of that process, on May 2, 2025, the Parties agreed to a conditional term sheet which set forth the material terms of a resolution of the claims against Defendant, and which provided conditions that must be met, including approval by the Court, Pink Energy’s Bankruptcy Trustee (the “*Bankruptcy Trustee*”), and the United States Bankruptcy Court for the Western District of North Carolina, where Pink Energy’s Bankruptcy is pending (the “*Bankruptcy Court*”), before the parties can agree to a comprehensive settlement agreement (the “*Term Sheet*”). This Settlement Agreement is the settlement agreement contemplated by the Term Sheet, assuming all the conditions specified in the Term Sheet have been satisfied.

D. The Parties have conducted an investigation of the facts and have analyzed the relevant legal issues in regard to the claims and defenses asserted in the Action. As part of the discovery process, the Power Home Solar Bankruptcy Trustee also provided Plaintiffs’ Counsel access to factual information from Power Home Solar’s business files and servers, pursuant to an order entered in *In re Power Home Solar, LLC d/b/a Pink Energy*, No. 22-50228 (Bankr. W.D.N.C.) (the “*Bankruptcy Case*”).

**G.** The Named Plaintiffs and Plaintiffs' Counsel believe the claims asserted in the FAC have merit. Defendant believes the claims asserted in the FAC are without merit and denies any and all allegations of wrongdoing in the Complaint and the FAC. Nonetheless, the Parties have concluded that continued litigation could be protracted and expensive and that it is desirable that the claims against Mr. Waller be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement in order to limit further expense, inconvenience, and uncertainty. The Parties also have considered the uncertainties of trial and the benefits to be obtained under the proposed Settlement and have considered the costs, risks, and delays associated with the continued prosecution of this time-consuming class-action litigation and the likely appeals of any rulings or judgment in favor of either the Named Plaintiffs or Defendant.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Named Plaintiffs and Mr. Waller agree to settle the claims against Mr. Waller, subject to Court approval, under the following terms and conditions.

#### AGREEMENT

**1. DEFINITIONS.** In addition to the definitions above, and in later sections of the Agreement, the following are defined terms for purposes of this Settlement Agreement:

**1.1** "**Action**" is the lawsuit *Hall v. Trivest Partners L.P.*, No. 4:22-cv-12743-FKB-CI (E.D. Mich).

**1.2** "**Claims**" means any and all actions, suits, claims, rights, demands, assertions, allegations, causes of action, controversies, proceedings, losses, damages, injuries, attorneys' fees, costs, expenses, debts, liabilities, judgments, or remedies, that are related to the subject matter of the Action.

**1.3** "**Class Period**" means the period from August 1, 2018, to the present.

**1.4** "**Court**" means the U.S. District Court for the Eastern District of Michigan.

**1.5** "**Escrow Account**" shall refer to the escrow account described in Paragraph 2.2 of this Agreement.

**1.6** "**Execution Date**" shall refer to the last date of execution by all of the undersigned.

**1.7** "**Final Approval Hearing**" means the hearing(s) to be held by the Court to consider and determine whether the proposed Settlement of the Claims against Mr. Waller as contained in this Settlement Agreement should be approved as fair, reasonable, and adequate, and whether an order approving the Settlement Agreement should be entered.

**1.8** "**Final Approval Order**" means the Court order granting final approval of the Settlement following the Final Approval Hearing, substantially similar to the form attached as **Exhibit C**.

**1.9** “*Final Judgment*” and “*Judgment*” mean a document labeled by the Court as such and that has the effect of a judgment under Fed. R. Civ. P. 54, substantially similar to the form attached as **Exhibit D**.

**1.10** “*Final Settlement Date*” means two business days after the Final Approval Order and Judgment become “final.” For the purposes of this paragraph, the Final Approval Order and Judgment become “final” either (a) thirty-one (31) calendar days after the entry of the Final Approval Order and Judgment, if no timely motions for reconsideration, appeal, or other efforts to obtain review have been filed; or (b) in the event that a motion for reconsideration, appeal, or other efforts to obtain review have been initiated, the date after any and all such motions, appeals or other efforts to obtain review have been finally concluded in favor of the Final Approval Order and Judgment, any mandates have issued and jurisdiction has been returned to the Court, and the Final Approval Order and Judgment is no longer subject to review, whether by motions, appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

**1.11** “*Plaintiffs’ Counsel*” means the law firm of Coulson P.C., 300 River Pl Dr, Suite 1700, Detroit, Michigan, 48207, who will seek appointment as Settlement Class Counsel (“*Settlement Class Counsel*”).

**1.12** “*Preliminary Approval Order*” and “*Preliminary Approval and Provisional Settlement Class Certification Order*” mean the order provisionally certifying the Class for settlement purposes, approving and directing the provision of notice to the Class, and setting the Final Approval Hearing. The Preliminary Approval Order and Preliminary Approval and Provisional Settlement Class Certification Order must be substantially similar to the form attached as **Exhibit A**.

**1.13** “*Releasees*” shall refer to Defendant William Jayson Waller and his insurers, including Federal Insurance Company (“Chubb”). The term Releasee does not include any Defendant in the Action other than William Jayson Waller.

**1.14** “*Releasers*” shall refer jointly and severally, individually and collectively to the Named Plaintiffs and the Settlement Class Members.

**1.15** “*Response Deadline*” means the deadline by which Class Members must deliver requests for exclusion or make objections under this Settlement Agreement. The Response Deadline shall be sixty (60) calendar days after issuance of the initial Notice.

**1.16** “*Settlement*” means the Settlement of Claims against Defendant and related claims effectuated by this Settlement Agreement.

**1.17** “*Settlement Administrator*” shall refer to the firm that Plaintiffs’ Counsel retain, subject to Defendant’s approval, which will not unreasonably be withheld, which will carry out functions of the Settlement Administrator described in the Settlement Agreement. The Settlement Administrator will be paid from the Settlement Fund as described herein.

**1.18 “Settlement Amount”** means Five Hundred Seventy-Five Thousand Dollars (\$575,000.00) in United States currency.

**1.19 “Settlement Class”** is defined as “All persons in the United States who purchased a home solar system from Power Home Solar, LLC (including d/b/a Pink Energy) at any time since August 1, 2018.” Excluded from the Settlement Class are: (i) Defendant, any entity in which Defendant has a controlling interest, and Defendant’s insurer(s); (ii) any judge, justice, or judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

**1.20 “Settlement Class Member”** means each member of the Settlement Class who does not timely elect to be excluded from the Settlement Class.

**1.21 “Settlement Date”** means the date on which this Settlement Agreement is fully executed by the Parties.

**1.22 “Settlement Fund”** means the Settlement Amount, plus any interest earned on the Settlement Amount while the Settlement Amount or any portion thereof remains in the Escrow Account.

## **2. SETTLEMENT TERMS.**

**2.1 Stipulation to Class Certification.** The Parties hereby stipulate that the requirements of Federal Rule of Civil Procedure 23(a) and 23(b)(3) are satisfied in this case, and, subject to Court approval, the Settlement Class shall be certified for settlement purposes as to Mr. Waller.

**2.2 Cooperation to Obtain Court Approval.** Subject to the terms of the Settlement Agreement, the Parties will jointly take all reasonable steps necessary to secure the Court’s approval of this Settlement Agreement and the Settlement, including cooperating in (1) promptly seeking all required approvals by the Power Home Solar Bankruptcy Trustee and the Bankruptcy Court and (2) seeking the Court’s approval of procedures (including the giving of class notice under Federal Rule of Civil Procedure 23(c) and (e)) to secure certification of the Settlement Class and the prompt, complete, and final dismissal with prejudice of the Action as to Mr. Waller only.

**2.3 Effect of Agreement if Settlement Is Not Approved.** This Settlement Agreement was entered into only for the purpose of Settlement. In the event that the Court conditions its approval of either the Preliminary Approval Order or the Final Approval Order and Judgment on any modifications of this Settlement Agreement that are not acceptable to either Named Plaintiffs or Defendant, or if the Court does not approve the Settlement or enter the Final Approval Order and Judgment, or if the Bankruptcy Trustee and/or the Bankruptcy Court does not approve of this Settlement Agreement or conditions its approval on modifications to this Settlement Agreement that are not acceptable to either Named Plaintiff or Defendant, or if the Final Settlement Date does not occur for any reason, then this Agreement shall be deemed null and void *ab initio* and the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never

executed. For the avoidance of doubt, restoring the Parties to the *status quo ante* under these circumstances includes return of the Settlement Amount (less amounts expended or incurred in accordance with Paragraphs 3.3(d) and 4.2), with any interest accrued thereon, to Defendant and/or his insurer. In that event (a) the Preliminary Approval Order, if any, and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Settlement Class, conditional appointment of the Named Plaintiffs as class representatives for Settlement purposes, and conditional appointment of the Named Plaintiffs as class representatives for settlement purposes, and conditional appointment of Plaintiffs' Counsel as Settlement Class Counsel for settlement purposes; (b) the Action will revert to the status that existed immediately before the Execution Date; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. If the Court does not approve the Settlement or enter the Final Approval Order and Judgment for any reason, or if the Final Settlement Date does not occur for any reason, Defendant shall retain all his rights to defend and/or object to the Action.

### **3. SETTLEMENT FUND**

**3.1** Subject to the provisions hereof, and in full, complete, and final settlement of the Claims against Defendant, Defendant and/or his insurer shall pay the Settlement Amount into the Escrow Account, within the time period set forth in paragraph 3.2 of this Agreement, to be administered in accordance with the provisions of Paragraph 3.3 of this Agreement.

**3.2** Defendant and/or his insurer shall pay the Settlement Amount by check into the Escrow Account within thirty (30) days after the later of: (i) the entry of a Preliminary Approval Order by the Court regarding this Settlement Agreement, and (ii) the entry of an order by the Bankruptcy Court approving this Settlement Agreement and Chubb's agreement to fund the Settlement Amount under Forefront Portfolio Policy No. 8258-0187, provided the Defendant and Chubb are provided with a completed Form W-9 for the payee and payment instructions for the delivery of the settlement check within fifteen (15) business day before this settlement funding deadline.

#### **3.3 Escrow Account**

**(a)** An escrow account shall be maintained at a duly qualified financial institution selected by the Settlement Administrator and approved by Plaintiffs' Counsel. Such escrow shall be administered under the Court's continuing supervision and control.

**(b)** All payments into the Escrow Account shall, at the direction of Plaintiffs' Counsel, be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including U.S. Treasury Bills, U.S. Treasury Money Market Funds or a bank account insured by the Federal Deposit Insurance Corporation ("**FDIC**") up to the guaranteed FDIC limit.

Any interest earned on any of the foregoing shall become part of the Settlement Fund.

- (c) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of that Court, until such time as they are distributed pursuant to this Agreement and/or further order(s) of the Court.
- (d) The funds in the Escrow Account may be used as provided herein for reasonable disbursements of expenses associated with providing notice of the settlement (“*Class Notice*”) to the Settlement Class and administrative expenses for maintaining and administering the Settlement Fund, which may be paid without approval from the Court, and any amounts so expended will not be refunded to Defendant and/or his insurer in the event the Agreement is disapproved, rescinded, or otherwise fails to become effective for any reason. No other disbursement from or distribution of the Settlement Fund shall be made without prior approval of the Court.
- (e) Subject to approval by the Court as described in this Settlement Agreement, any award of attorneys’ fees granted to Plaintiffs’ Counsel relating to the Settlement will also be paid from the Settlement Fund. After the Final Settlement Date, Plaintiffs’ Counsel may also seek the Court’s approval to make expenditures from the Settlement Fund in connection with costs and expenses necessary for the continued prosecution of the Action.
- (f) Defendant shall have no further obligation to pay costs of Class Notice or expense of maintaining and administering the Settlement Fund. Once the Court finally approves the Settlement Agreement, Defendant shall have no further say in the disposition of the Settlement Amount.
- (g) The Escrow Account is intended by the Parties to be treated as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1, and to that end, the Parties shall cooperate with each other and shall not take a position in any filing or before any tax authority that is inconsistent with such treatment. At the direction of Plaintiffs’ Counsel, with notice to Defendant and without Court approval, taxes or estimated taxes shall be paid on any income earned on the funds in the Escrow Account, whether or not Final Approval has occurred. Except as set forth in this Paragraph, Class Members shall have no responsibility to make any tax filings related to the Settlement Fund or to pay any taxes with respect thereto, and neither the Releasees nor any Releasor nor their respective counsel shall have any liability or responsibility for the taxes or expenses incurred in connection with taxation matters.
- (h) If this Agreement does not receive Final Approval, or if the Action is not certified as a class action for settlement purposes, then all amounts paid by Defendant or his insurer into the Settlement Fund (other than costs

expended or incurred in accordance with Paragraphs 3.3(d) and 4.2) shall be returned from the Escrow Account along to Defendant and/or his insurer with any interest accrued thereon as soon as reasonably practicable but no later than thirty (30) calendar days following a request for its return.

- (i) Because the Action will continue against the remaining defendants, and to prevent the unnecessary expenses associated with multiple claims and payment processes, the balance of the Settlement Fund will not be immediately distributed to Class Members. Instead, the balance of the Settlement Fund will remain in the Escrow Account until the Action has concluded against all defendants and will be distributed in accordance with a plan to be approved by the Court at or about that time. For purposes of efficiency, it is anticipated that this plan and distribution would include both the balance of the Settlement Fund as well as any funds obtained from the remaining defendants, whether by settlement, judgment, or otherwise. As a result, there will be no claims process in connection with the initial administration of this Settlement Agreement.

#### **4. CLASS SETTLEMENT PROCEDURES**

##### **4.1 Preliminary Approval and Provisional Class Certification**

- (a) As soon as practicable after the Execution Date, Defendant will work cooperatively with Plaintiffs to request the Court to take limited jurisdiction over the Action for the sole purpose of taking any required actions with respect to the Settlement, including, as one example, making a determination as to Preliminary Approval
- (b) Following entry into this Agreement, Defendant shall, as promptly as reasonably possible, seek approval of the proposed settlement from the Power Home Solar Bankruptcy Trustee and from the Bankruptcy Court.
- (c) Following approval by the Power Home Solar Bankruptcy Trustee and Bankruptcy Court, the Named Plaintiffs shall submit to the Court a motion seeking preliminary approval of this Agreement. The motion for preliminary approval of the class-action settlement and provisional class certification must request the Court to:
  - (i) Preliminarily approve this Settlement Agreement on the ground it is fair, reasonable and adequate.
  - (ii) Preliminarily approve the form, manner, and content of the Notice described in Section 4.2 of this Settlement Agreement, and attached as Exhibit B;
  - (iii) Provisionally certify the Settlement Class under Rule 23(b)(3) of the Federal Rules of Civil Procedure for settlement purposes only;

- (iv) Find that Defendant has complied, or must timely comply, with 28 U.S.C. § 1715(b);
  - (v) Stay all proceedings in the Action against Defendant, except as may be necessary to implement or comply with the terms of the Settlement, until the Court renders a final decision on approval of the Settlement and set a briefing schedule for the papers in support of the Final Approval Order;
  - (vi) Conditionally appoint Aaron Hall, Katherine Glod, and Jeffrey Binder as the class representatives for settlement purposes only; and
  - (vii) Conditionally appoint Nicholas A. Coulson and Julia G. Prescott of Coulson P.C. as Settlement Class Counsel for settlement purposes only.
- (d) Plaintiffs' Counsel shall draft the motion papers seeking preliminary approval from the Court and submit them to Defendant's counsel for review at least ten (10) calendar days before filing the motion. Defendant shall be permitted, but not required, to file his own brief or statement of non-opposition in support of the Preliminary Approval and Provisional Class Certification Order.

**4.2 Class Notice.** Following receipt of the Preliminary Approval Order, the Parties agree that the Settlement Administrator will provide the Settlement Class with notice of the proposed Settlement pursuant to the following:

- (a) **Settlement Website.** Unless otherwise ordered by the Court, within thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator will set up a settlement website. The settlement website will post the Amended Complaint, Settlement Agreement, Preliminary Approval Order, Notice, and promptly after it is filed, Plaintiffs' Counsel's fee application. The settlement website will be active until at least the Final Settlement Date.
- (b) **Email Notice.** The Parties agree that electronic notice is the best possible method of notice to this unique class. The use of electronic notice only, rather than mail or publication, is a material term to this Settlement Agreement. If the Court does not approve electronic notice as the sole notice to Class Members, the Parties shall have the option of formulating and agreeing to propose to the Court a mutually agreeable alternative notice program within 14 days. Should the Court not approve this term or a mutually agreeable alternative notice program, the Parties have the right to terminate the Agreement.
- (c) Unless otherwise ordered by the Court, Email Notice in the form of Exhibit B shall be sent to Class Members pursuant to the following:

- (i) Within fourteen (14) calendar days after entry of the Preliminary Approval Order, Plaintiffs' Counsel shall provide the Settlement Administrator and Defendant's Counsel with the names and email addresses of all potential Class Members as identified in records previously made available by the Power Home Solar, LLC Bankruptcy Trustee. Plaintiffs' Counsel shall provide Class Member information to the Settlement Administrator only insofar as the information is necessary to comply with this Agreement or court order. Within ninety (90) calendar days following the conclusion of its duties and obligations pursuant to this Agreement, the Settlement Administrator shall destroy all information that has been provided to it pursuant to this Agreement or work product derived from such information.
- (ii) The Settlement Administrator shall send an Email Notice to each Class Member within twenty-one (21) calendar days of the Settlement Administrator having received the names and email addresses of Class Members from Plaintiffs' Counsel. The Email Notice shall provide the Claim Form, internet address of the Settlement Website, and an email and mailing address to contact the Settlement Administrator.
- (iii) The Settlement Administrator will make best efforts to locate any Class Member for whom the email address provided by Plaintiffs' Counsel generates an email bounce-back, and to provide Email Notice and Follow-up Email Notices to any such Class Member at an additional email address if one can be ascertained.
- (d) If Plaintiffs' Counsel enter into any other settlement agreements on behalf of Class Members after the Execution Date, but before notice of this Agreement is sent to the Settlement Class, Plaintiffs' Counsel shall use reasonable efforts to provide a single notice to Class Members or all such settlements, and the administrative costs associated with providing notice and administration of the aggregate settlement fund shall be allocated proportionately among the contributions of the settling defendants.

**4.3 CAFA Notice.** Within ten (10) calendar days after this Agreement is filed with the Court, Defendant shall cause to be served on relevant government officials notice of the proposed settlement in accordance with 28 U.S.C. § 1715.

**4.4 Proof of Notice.** No later than ten (10) calendar days before the Final Approval Hearing, the Settlement Administrator shall send Plaintiffs' Counsel and Defendant's counsel via email an executed declaration from the Settlement Administrator confirming that Notice to the Class has been provided in accordance with Section 4.2 of this Settlement Agreement. The Named Plaintiffs will file the executed declaration with the Court in support of the Named Plaintiffs' motion for Final Approval.

#### 4.5 Exclusion and Objections

- (a) **Exclusion from the Class.** Class Members may elect to exclude themselves from the Class and not to be bound by this Settlement Agreement or the Settlement. To make this election, Class Members must send a letter or postcard to the Settlement Administrator stating: (a) the name and case number of the Action; (b) the full name, address, and telephone number of the Class Member requesting exclusion; and (c) a statement that the Class Member does not wish to participate in the Settlement, postmarked no later than the Response Deadline.
- (i) **Exclusion List.** The Settlement Administrator must send Plaintiffs' Counsel and Defendant's counsel via email a list of Class Members who have timely and validly excluded themselves from the Class no later than fourteen (14) calendar days after the Response Deadline.
- (ii) **Opt Out.** If more than 5% of the Settlement Class Members opt out of the Settlement with Defendant, then Defendant shall have the option, in his sole and absolute discretion, to declare that the Settlement Agreement and the Term Sheet are null and void. If this Settlement Agreement is terminated, then the Parties shall be deemed restored to their respective positions *status quo ante*, and as if this Agreement was never executed. For the avoidance of doubt, restoring the Parties to the *status quo ante* under these circumstances includes return of the Settlement Amount, with any interest accrued thereon, to Defendant and/or his insurer. In that event, (a) the Preliminary Approval Order and all of its provisions will be vacated by its own terms, including, but not limited to, vacating conditional certification of the Settlement Class, conditional appointment of the Named Plaintiffs as class representatives for settlement purposes, and conditional appointment of Plaintiffs' Counsel as Settlement Class Counsel for settlement purposes; (b) the Action will revert to the status that existed immediately before the Execution Date; and (c) no term or draft of this Settlement Agreement, or any part of the Parties' settlement discussions, negotiations or documentation will have any effect or be admissible into evidence for any purpose in the Action or any other proceeding. Defendant shall be deemed to waive his right to declare this Settlement Agreement and the Term Sheet null and void if he fails to notify Plaintiffs' Counsel of such an election within 10 days of receiving notice that more than 5% of the Settlement Class Members have opted out.
- (iii) Prior to the Final Approval Hearing, Plaintiffs' Counsel shall cause copies of requests for exclusion from the Settlement Class to be provided to counsel for Defendant and placed on file. With respect to any potential Settlement Class Member who requests exclusion from

the Settlement Class, Defendant reserves all his legal rights and defenses.

- (b) **Objections.** Any Class Member who has not submitted a timely written exclusion request pursuant to Section 4.5(a) of this Settlement Agreement and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to Plaintiffs' Counsel's fee request must deliver a written objection to the Settlement Administrator no later than the Response Deadline. The delivery date is deemed to be the date the objection is deposited in the U.S. Mail as evidenced by the postmark. It shall be the objector's responsibility to ensure receipt of any objection by the Settlement Administrator. Written objections must include: (a) the name and case number of the Action; (b) the full name, address, telephone number, and email address of the person objecting; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; and (e) facts showing that the person objecting is a Class Member. The written objection must be signed and dated. Any Class Member who submits a written objection, as described in this paragraph, has the option to appear at the Final Approval Hearing, either in person or through personal counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or to the award of attorneys' fees. However, Class Members (with or without their attorneys) intending to make an appearance at the Final Approval Hearing must include on the timely and valid written objection a statement substantially similar to "Notice of Intention to Appear." If the objecting Class Member intends to appear at the Final Approval Hearing through counsel, said Class Member must also identify the attorney(s) representing the objecting Class Member who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which counsel is admitted. If the objecting Class Member intends to request the Court to allow the Class Member to call witnesses at the Final Approval Hearing, such request must be made in the Class Member's written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony. Only Class Members who submit timely written objections including Notices of Intention to Appear may speak at the Final Approval Hearing. If a Class Member makes an objection through an attorney, the Class Member will be responsible for his or her personal attorney's fees and costs. The objection will not be valid if it only objects to the lawsuit's appropriateness or merits.

**5. RELEASE AND DISCHARGE.** From and after Final Approval, each Settlement Class Member, on behalf of themselves and their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries shall and hereby does forever and fully release and discharge the Releasees of and from any manner of civil or administrative actions, causes of actions, suits, obligations, claims, debts, demands,

agreements, promises, liabilities, controversies, costs, expenses, and attorneys' fees whatsoever, whether in law or in equity and whether based on any federal law, state law, or common law right of action or otherwise, which the settlement class members ever had, now have, or can have, regarding or relating to their purchase of a solar energy system from Power Home Solar, LLC which were or could have been brought in this Action ("**Released Claims**"). Nothing herein releases any claim arising out of the violation of breach of the settlement agreement. The release shall not bar or release any claims against (1) any lender involved in the financing of a Class Member's solar system; (2) the manufacturer of any component of a Class Member's solar system; or (3) any other Defendant in the Action, or any other entities related to the business collectively operated as Trivest. Any such claims are expressly reserved. The release shall also not bar or release any claims against the estate or trustee of Power Home Solar, LLC.

## **6. FINAL JUDGMENT AND DISMISSAL OF CLAIMS**

**6.1** Named Plaintiffs shall seek, and Defendant will not object unreasonably to, the entry of an order (Exhibit C) and final judgment (Exhibit D).

**6.2** The terms of the order and final judgment will include, at a minimum, the substance of the following provisions:

- (a)** Certification of the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure, solely for purposes of this settlement;
- (b)** As to the Action, final approval of this Settlement and its terms as being a fair, reasonable and adequate settlement as to the Settlement Class Members within the meaning of Rule 23 of the Federal Rules of Civil Procedure and direction of its consummation according to its terms;
- (c)** As to Defendant, a directive that the Claims against Defendant be dismissed with prejudice and, except as provided for in this Agreement, without costs; reservation of exclusive jurisdiction to the United States District Court for the Eastern District of Michigan over the settlement and this Agreement, including the administration and consummation of this settlement;
- (d)** Determination under Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and a directive that the judgment of dismissal as to Defendant shall be final; and
- (e)** The terms of this Agreement shall remain binding on the Parties following dismissal and this Court shall retain continuing jurisdiction.

**6.3** This Agreement shall become final when (i) the Court has entered a final order certifying the Settlement Class and approving this Agreement under Federal Rule of Civil Procedure 23(e) ("**Final Approval**") and a separate and final judgment dismissing Defendant from the above-captioned Action with prejudice as to all Settlement Class Members and without costs other than those provided for in this Agreement ("**Judgement**"), and (ii) the time for appeal or to seek permission to appeal from the Court's approval of this Agreement and entry of a separate and final judgment as to Defendant

described in (i) hereof has expired or, if appealed, approval of this Agreement and the final judgment as to Defendant has been affirmed in its entirety by the Court of last resort to which such appeal has been taken and such affirmance has become no longer subject to further appeal or review.

**6.4** It is agreed that the provisions of Rule 60 of the Federal Rules of Civil Procedure shall not be taken into account in determining the above-stated times. On the date that Named Plaintiffs and Defendant have executed this Agreement, Named Plaintiffs and Defendant shall be bound by its terms and this Agreement shall not be rescinded except in accordance with Paragraphs 2.3 and 4.5(a)(ii) of this Agreement.

**7. ATTORNEYS' FEES AND COSTS.**

**7.1** At least 14 days before the Response Deadline, Plaintiffs' Counsel will seek the Court's approval to be paid attorneys' fees in the amount of 1/3 of the Settlement Fund. Plaintiffs and Plaintiffs' Counsel have agreed to refrain from seeking incentive awards or reimbursement of costs or expenses until such time as the ultimate distribution of funds to Class Members is anticipated.

**7.2** No Releasee under this Agreement shall have any responsibility for, or interest in, or liability whatsoever with respect to, any payment to Plaintiffs' Counsel of any fee or cost and expense award in the Action and shall take no position on the proposed distribution of the funds it pays.

**7.3** A reduction by the Court or by an appellate court of the amount of any incentive award or attorneys' fees or litigation costs sought by Plaintiffs' Counsel shall not affect any of the Parties' other rights and obligations or those of Class Members under the Settlement Agreement.

**8. ADDITIONAL PROVISIONS.**

**8.1 No Admission of Liability or Wrongdoing.** This Settlement Agreement reflects the Parties' compromise and Settlement of disputed claims. Its constituent provisions, and any and all drafts, communications, and discussions relating thereto, shall not be construed as or deemed to be evidence of an admission or concession of any point of fact or law (including, but not limited to, matters respecting class certification) by any person, and shall not be offered or received in evidence or requested in discovery in this Action or any other action or proceeding as evidence of an admission or concession. Defendant denies the claims and contentions alleged in the Action, and maintains that he has defenses to said claims and contentions. Defendant maintains that he acted appropriately and lawfully at all times, and expressly denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action.

**8.2 Time Periods.** All time periods and dates described in this Settlement Agreement are subject to the Court's approval. These time periods and dates may be changed by the Court or by the Parties' written agreement without notice to the Settlement Class, if appropriate.

**8.3 Fair, Adequate, and Reasonable Settlement.** The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Claims against Defendant and have arrived at this Settlement Agreement through arms-length negotiations, taking into account all relevant factors, present and potential. This Settlement Agreement was reached after extensive negotiations between the Parties' Counsel and both directly and with the assistance of the Mediator.

**8.4 Real Parties in Interest.** In executing this Settlement Agreement, the Parties warrant and represent that, except as provided herein, neither said Claims nor any part thereof have been assigned, granted, or transferred in any way to any other person, firm, or entity.

**8.5 Voluntary Agreement.** This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

**8.6 Binding on Successors.** This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

**8.7 Parties Represented by Counsel.** The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

**8.8 Authorization.** Each Party warrants and represents that there are no liens or claims of lien or assignments in law or equity or otherwise of or against any of the claims or causes of action released herein and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

**8.9 Entire Agreement.** This Settlement Agreement and attached exhibits contain the entire agreement between the Parties and constitute the complete, final, and exclusive embodiment of their agreement with respect to the Action. This Settlement Agreement is executed without reliance on any promise, representation, or warranty by any Party or any Party's representative other than those expressly set forth in this Settlement Agreement.

**8.10 Construction and Interpretation.** Neither the Parties nor any of the Parties' respective attorneys shall be deemed the drafter of this Settlement Agreement for purposes of interpreting any provision hereof in any judicial or other proceeding that may arise between or among them. This Settlement Agreement has been, and must be construed to have been, drafted by all the Parties to it, so that any rule that construes ambiguities against the drafter will have no force or effect.

**8.11 Headings and Formatting of Definitions.** The various headings used in this Settlement Agreement are solely for the convenience of the Parties and shall not be used to interpret this Settlement Agreement. Similarly, bolding and italicizing of

definitional words and phrases is solely for the Parties' convenience and may not be used to interpret this Settlement Agreement. The headings and the formatting of the text in the definitions do not define, limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

**8.12 Exhibits.** The exhibits to this Settlement Agreement are integral parts of the Settlement Agreement and Settlement and are hereby incorporated and made a part of this Settlement Agreement as though fully set forth in the Settlement Agreement.

**8.13 Modifications and Amendments.** No amendment, change, or modification of this Settlement Agreement or any part thereof shall be valid unless in writing signed by the Parties or their counsel.

**8.14 Governing Law.** This Agreement is entered into in accordance with the laws of the State of Michigan and shall be governed by and interpreted in accordance with the laws of the State of Michigan, without regard to its conflict of law principles.

**8.15 Further Assurances.** Each of the Parties hereto shall execute and deliver any and all additional papers, documents, and other assurances and shall do any and all acts or things reasonably necessary in connection with the performance of its obligations hereunder to carry out the express intent of the Parties hereto.

**8.16 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that may be instituted, prosecuted, or attempted in breach of or contrary to this Settlement Agreement.

**8.17 Counterparts.** This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or PDF copies of executed copies of this Agreement may be treated as originals.

**8.18 Recitals.** The Recitals are incorporated by reference and are part of the Settlement Agreement.

**8.19 Inadmissibility.** This Settlement Agreement (whether approved or not approved, revoked, or made ineffective for any reason) and any proceedings or discussions related to this Settlement Agreement are inadmissible as evidence of any liability or wrongdoing whatsoever in any court or tribunal in any state, territory, or jurisdiction. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession, or presumption by Defendant that class certification is appropriate, except to the extent necessary to consummate this Settlement Agreement and the binding effect of the Final Approval Order and Judgment.

**8.20 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**8.21 Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (a) delivered personally or sent by registered or certified mail, postage prepaid, and (b) delivered by email, if to Defendant to the attention of Defendant’s Counsel, and if to Class Members to the attention of Plaintiffs’ Counsel on their behalf.

PLAINTIFFS’ COUNSEL	DEFENDANT’S COUNSEL
Nicholas A. Coulson Julia G. Prescott Coulson P.C. 300 River Pl Dr, Suite 1700 Detroit, MI 48207 <a href="mailto:nick@coulsonpc.com">nick@coulsonpc.com</a> <a href="mailto:jprescott@coulsonpc.com">jprescott@coulsonpc.com</a>	David Sullivan Ashwini Jayaratnam Darrow Everett 10 North Main Street – 3rd Floor Fall River, MA 02721 <a href="mailto:dsullivan@darroweverett.com">dsullivan@darroweverett.com</a> <a href="mailto:ajayaratnam@darroweverett.com">ajayaratnam@darroweverett.com</a>

**8.22 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Notice
- Exhibit C: [Proposed] Final Approval Order
- Exhibit D: [Proposed] Final Judgment

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 9/12/25, 2025



\_\_\_\_\_  
 Nicholas A. Coulson  
 Counsel for Plaintiffs and Proposed  
 Settlement Class Counsel

Dated: \_\_\_\_\_, 2025

\_\_\_\_\_  
 William Jayson Waller

**8.20 No Conflict Intended.** Any inconsistency between this Settlement Agreement and the attached exhibits will be resolved in favor of this Settlement Agreement.

**8.21 Notices.** Any notice, instruction, application for Court approval or application for Court orders sought in connection with the Settlement Agreement or other document to be given by any Party to any other Party shall be in writing and (a) delivered personally or sent by registered or certified mail, postage prepaid, and (b) delivered by email, if to Defendant to the attention of Defendant's Counsel, and if to Class Members to the attention of Plaintiffs' Counsel on their behalf.

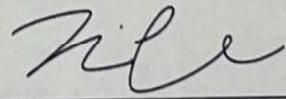
PLAINTIFFS' COUNSEL	DEFENDANT'S COUNSEL
Nicholas A. Coulson Julia G. Prescott Coulson P.C. 300 River Pl Dr, Suite 1700 Detroit, MI 48207 <a href="mailto:nick@coulsonpc.com">nick@coulsonpc.com</a> <a href="mailto:jprescott@coulsonpc.com">jprescott@coulsonpc.com</a>	David Sullivan Ashwini Jayaratnam Darrow Everett 10 North Main Street – 3rd Floor Fall River, MA 02721 <a href="mailto:dsullivan@darroweverett.com">dsullivan@darroweverett.com</a> <a href="mailto:ajayaratnam@darroweverett.com">ajayaratnam@darroweverett.com</a>

**8.22 List of Exhibits:** The following exhibits are attached to this Settlement Agreement:

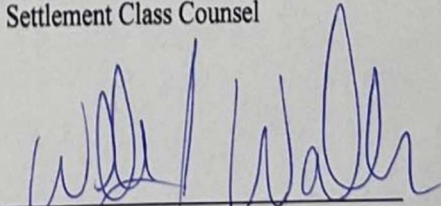
- Exhibit A: [Proposed] Preliminary Approval and Provisional Settlement Class Certification Order
- Exhibit B: Notice
- Exhibit C: [Proposed] Final Approval Order
- Exhibit D: [Proposed] Final Judgment

**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: 9/12/25, 2025

  
 \_\_\_\_\_  
 Nicholas A. Coulson  
 Counsel for Plaintiffs and Proposed  
 Settlement Class Counsel

Dated: 9/14, 2025

  
 \_\_\_\_\_  
 William Jayson Waller

Defendant

Dated: Sep 15, 2025

/s/ David Sullivan  
David A. Sullivan  
Counsel for Defendant

# Exhibit A

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

AARON HALL, KATHERINE GLOD, and  
JEFFREY BINDER, on behalf of themselves  
and all others similarly situated,

*Plaintiffs,*

v.

TRIVEST PARTNERS L.P., TGIF POWER  
HOME INVESTOR, LLC, TRIVEST  
PARTNERS, INC., TRIVEST GROWTH  
PARTNERS, INC., TRIVEST GROWTH  
PARTNERS, L.P., TRIVEST GROWTH  
PARTNERS GP, LLC, TRIVEST GROWTH  
INVESTMENT FUND, L.P., TGIF POWER  
HOME BLOCKER, INC., TRIVEST  
INVESTMENT ADVISORS, LLC, and  
WILLIAM JAYSON WALLER,

*Defendants.*

No.: 4:22-cv-12743-FKB-CI

Hon. F. Kay Behm  
Hon. Curtis Ivy, Jr.

**[PROPOSED] ORDER PRELIMINARILY APPROVING CLASS ACTION  
SETTLEMENT WITH DEFENDANT WALLER**

Plaintiffs AARON HALL, KATHERINE GLOD, and JEFFREY BINDER, individually and on behalf of each member of the Settlement Class (“Plaintiffs”), moved this Court pursuant to Rule 23 of the Federal Rules of Civil Procedure for an order preliminarily approving the proposed settlement of their lawsuit against defendant William Jayson Waller (“Defendant”) in accordance with the Class Action

Settlement Agreement and Release (the “Agreement”)<sup>1</sup> filed with this Court. The Court having read and considered the Agreement, and Plaintiffs and Defendant having consented to the entry of this Order:

IT IS HEREBY ORDERED:

1. The Agreement, including all its terms and conditions, is preliminarily approved as fair, just, reasonable and adequate, subject to further consideration at a Fairness Hearing.

2. For purposes of settlement only, the Court conditionally certifies the Settlement Class pursuant to Federal Rule of Civil Procedure 23(b)(3). The Court further finds that all the requirements of Fed. R. Civ. P. 23(a) and (e)(1) are satisfied. Aaron Hall, Katherine Glod, and Jeffrey Binder are appointed as representatives of the Settlement Class, and Nicholas A. Coulson and Julia Prescott are hereby appointed as Class Counsel.

3. The Court appoints Kroll Settlement Administration, LLC as Settlement Administrator (the “Administrator”). The Administrator shall perform all duties set out in the Agreement as established therein.

4. The Court approves the form of the Class Notice (Exhibit B to the Agreement) and directs that the Administrator shall serve same upon the Settlement Class in compliance with the Agreement. The Court finds that service of the Class

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<sup>1</sup> Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Agreement.

Notice in this manner constitutes the best notice practicable under the circumstances to members of the Settlement Class and complies fully with the provisions set forth in Federal Rule of Civil Procedure 23(e)(1) and any and all substantive and procedural due process rights guaranteed by the United States Constitution and any other applicable law. The Court further finds that the Class Notice clearly and concisely informs the Settlement Class of their rights and options with respect to the proposed settlement, in plain, easily understood language, in conformance with the requirements of Federal Rule of Civil Procedure 23.

5. As provided for in the Class Notice, the Settlement Class shall be afforded the right to either Opt-Out of the Settlement Agreement or object to the final approval of this Settlement.

7. The Final Fairness Hearing is scheduled for \_\_\_\_\_, 2026 at \_\_\_\_\_, at which time the Court will consider the entry of a Final Order and Judgment, as well as Plaintiffs' anticipated request for attorneys' fees.

8. Members of the Settlement Class shall have until sixty (60) days after the issuance of the Class Notice to Opt-Out of the Settlement Class. Any Class Member who chooses to Opt-Out shall be excluded from the Settlement Class and shall have no rights under the Agreement. A request for exclusion must comply with the requirements in paragraph 4.5(a) of the Agreement. All persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in paragraph 4.5(a)(ii) of the Agreement, referred to herein as "Opt-Outs," shall not

receive any benefits of and/or be bound by the terms of this Settlement Agreement. All persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in paragraph 60 of the Agreement shall be bound by the terms of the Agreement and Judgment entered thereon.

9. All members of the Settlement Class who do not Opt-Out of the settlement shall have sixty (60) days after the issuance of Class Notice to object to the proposed settlement. Any objection must comply with the requirements in paragraph 4.5(b) of the Agreement. Objections must be filed with the Court and served on Class Counsel and Defendant's Counsel no later than sixty (60) Days after the date of the Class Notice (the "Objection Deadline"). The Objection Deadline shall be included in the Class Notice. Class Counsel and Defendant's Counsel may, but need not, respond to the Objections, if any, by means of a memorandum of law served prior to the Final Approval Hearing. An objecting Settlement Class Member has the right, but is not required, to attend the Final Approval Hearing. If an objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he or she must also file a notice of appearance with the Court (as well as serve the notice on Class Counsel and Defendant's Counsel) by the Objection Deadline. Any member of the Settlement Class who fails to timely object substantially in the manner prescribed herein or to appear at the Fairness Hearing may be deemed to have waived their objections and forever be barred from making

any such objections in this action. Only members of the Settlement Class shall have the right to object to the settlement.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
HON. F. KAY BEHM  
United States District Judge

# Exhibit B

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
FOR PERSONS IN THE UNITED STATES WHO PURCHASED A HOME SOLAR  
SYSTEM FROM POWER HOME SOLAR, LLC (INCLUDING D/B/A PINK ENERGY) AT  
ANY TIME SINCE AUGUST 1, 2018.**

*Hall et al. v. Trivest Partners L.P., et al., Case No. 4:22-cv-12743-FKB-CI (E.D. Mich.)*

*A United States District Court authorized this Notice. This is not a solicitation from a lawyer.*

**THIS IS A NOTICE OF A PROPOSED PARTIAL SETTLEMENT  
OF A CLASS ACTION LAWSUIT.**

**THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.**

**YOUR LEGAL RIGHTS ARE AFFECTED EVEN IF YOU DO NOTHING.**

**PLEASE READ THIS NOTICE CAREFULLY.**

**YOU MAY BE ENTITLED TO PARTICIPATE IN A CLASS ACTION  
SETTLEMENT IF YOU PURCHASED A HOME SOLAR SYSTEM FROM POWER  
HOME SOLAR, LLC (INCLUDING D/B/A PINK ENERGY) ON OR AFTER AUGUST 1,  
2018.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING AND REMAIN IN THE SETTLEMENT CLASS</b>	You will remain a member of the Settlement Class. You will give up any rights you currently have to separately sue William Jayson Waller or the other Releasees for the conduct that is the subject of the lawsuit. You may be entitled to monetary compensation at a later date when there is a distribution to the Settlement Class members.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY &lt;&lt;date&gt;&gt;</b>	You will receive no benefits, but you will retain any legal claims you may have against William Jayson Waller.
<b>OBJECT BY &lt;&lt;date&gt;&gt;</b>	File with the Court a written objection to the Settlement, at the address below, about why you do not like the Settlement. You must remain in the Settlement Class to object to the Settlement.
<b>GO TO THE FINAL APPROVAL HEARING ON &lt;&lt;date&gt;&gt; AT &lt;&lt;time&gt;&gt;</b>	Ask to speak in Court about the fairness of the Settlement. You do not need to attend the hearing to object to the Settlement.

## BASIC INFORMATION

### 1. What is this Notice?

This is a court-authorized Long-Form Notice of a proposed partial settlement (the “Settlement”) in a class action lawsuit (the “Litigation”). The Litigation is before Judge F. Kay Behm of the United States District Court for the Eastern District of Michigan (the “Court”) and the case is called *Hall et al. v. Trivest Partners L.P., et al.*, Case Number 4:22-cv-12743-FKB-CI. The people who sued are called Plaintiffs, and the companies and people they sued are called Defendants.

The Settlement would resolve all claims in the Litigation against one of several Defendants, William Jayson Waller. The Court has granted Preliminary Approval of the Class Settlement Agreement and Release (the “Settlement Agreement”)<sup>1</sup> and has conditionally certified the Settlement Class for purposes of Settlement only.

This Long-Form Notice explains the nature of the Litigation, the terms of the Settlement Agreement, and the legal rights and obligations of members of the Settlement Class. Please read the instructions and explanations below carefully so that you can better understand your legal rights. The Settlement Administrator in this case is Kroll Settlement Administration, LLC.

### 2. Why did I get this Notice?

Records indicate that you may have purchased a home solar system from Power Home Solar or Pink Energy, and therefore, Plaintiffs allege, you were subject to unlawful and fraudulent sales techniques relating to the purchase of a home solar system.

You have the right to know about the case and about your legal rights and options before the Court decides whether to approve the Settlement. This Notice explains the Litigation, the Settlement, and your legal rights.

### 3. What is this lawsuit about?

This is a civil lawsuit that is independent from the Power Home Solar, LLC bankruptcy proceedings. Plaintiffs allege that Mr. Waller, along with the other Defendants in the Litigation, violated the Racketeer Influenced and Corrupt Organizations Act and the Michigan Consumer Protection Act. Plaintiffs allege that Mr. Waller violated these laws in his role as CEO of Power Home Solar, LLC (including d/b/a Pink Energy).

Plaintiffs contend that Mr. Waller’s alleged fraud and deception in the operation of Power Home Solar (Pink Energy) resulted in lengthy, expensive monthly payment commitments with no

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<sup>1</sup>Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Settlement Agreement which can be accessed on the [WEBSITE](#)

meaningful corresponding reduction in the electric bills of the people who purchased home solar systems from his company.

#### 4. Who are the Defendants?

**The Trivest Defendants:** Trivest Partners L.P., TGIF Power Home Investor, LLC, Trivest Partners, Inc., Trivest Growth Partners, Inc., Trivest Growth Partners, L.P., Trivest Growth Partners GP, LLC, Trivest Growth Investment Fund, L.P., TGIF Power Home Blocker, Inc., and Trivest Investment Advisors, LLC.

**Individual Defendant:** William Jayson Waller.

Power Home Solar, LLC is not currently named as a Defendant in the Litigation due to its Chapter 7 bankruptcy protections.

#### 5. What is the status of the Litigation?

This is the first settlement in the Litigation. The Litigation will continue against the other named Defendants until all Defendants reach a settlement, the case is dismissed, or the case goes to trial. The funds obtained from this Settlement may be used for the benefit of the Class in the ongoing Litigation.

The Court overseeing this Litigation already has preliminarily approved the Settlement Agreement. Nevertheless, because the settlement of a class action determines the rights of all members of the Settlement Class, the Court must give final approval to the Settlement Agreement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class may be given notice and the opportunity to exclude themselves from the Settlement Class or to voice their support or opposition to final approval of the Settlement Agreement. If the Court does not grant final approval to the Settlement Agreement, or if it is terminated by the Parties, then the Settlement Agreement will be void, and the Litigation will proceed as if there had been no settlement and no certification of the Settlement Class.

#### 6. What is a class action?

A class action is a lawsuit in which a few individuals, called “Class Representatives,” sue on behalf of all people who have similar claims. In a class action settlement, all the people with similar claims are members of the class, except for those who exclude themselves from the class. The settlement must be approved by the Court, and the settlement resolves the claims for all settlement class members, except for those who exclude themselves.

## THE SETTLEMENT

### 7. What does the settlement provide?

The Settlement provides for payment of \$575,000.00 in cash. In return for this payment, settlement class members are required to give up their claims against Defendant Waller and his insurers.

More details are in the Settlement Agreement, available at [WEBSITE](#).

### 8. Why is there a settlement?

Settlement Class Counsel has determined that Mr. Waller's assets would be insufficient to satisfy a full judgment if this case proceeded to trial, and that the best prospects for greater recovery are through the remaining Defendants.

To resolve this matter without the expense, delay, and uncertainties of protracted litigation, the Parties reached a Settlement that, if approved by the Court, would resolve all claims brought on behalf of the Settlement Class related to Mr. Waller's involvement in Power Home Solar, LLC (including d/b/a Pink Energy). If approved by the Court, the Settlement Agreement provides that Mr. Waller will pay one lump sum into an Escrow Account for the benefit of Settlement Class Members.

Mr. Waller denies that he did anything wrong, and the Settlement is not an admission of wrongdoing by Mr. Waller and does not imply that there has been, or would be, any finding that Mr. Waller violated the law. Further, the Court overseeing the Litigation has not determined that Mr. Waller did anything wrong.

### 9. How do I know if I am a part of the Settlement?

You are a member of the Settlement Class if you purchased a home solar system from Power Home Solar, LLC (including d/b/a Pink Energy) at any time since August 1, 2018.

Excluded from the Settlement Class are: (i) Mr. Waller, any entity in which Mr. Waller has a controlling interest, and Mr. Waller's insurer; (ii) any judicial officer presiding over the Litigation and the members of their immediate families and judicial staff; and (iii) any individual who timely and validly excludes themselves from the Settlement.

### 10. What can I get from the Settlement?

No money will be distributed to any Class Member at this time. The lawyers will continue to pursue the lawsuit against the other, non-settling Defendants to see if any future settlements or judgments can be obtained in the case. At the end of the case, funds recovered through this Settlement will be combined with any additional recoveries and distributed together in order to reduce administrative expenses.

The plan of distribution for the settlement funds will depend on the total amount recovered from the Defendants, attorneys' fees, and case costs. You will be notified when and how to submit a claim. The plan of distribution for the settlement funds must be approved by the Court before the funds can be distributed.

**11. I want to be a part of the Settlement. What do I do?**

All Settlement Class Members are part of the Settlement unless they request to be excluded from it.

**12. What am I giving up if I remain in the Settlement?**

By staying in the Settlement Class, you will give Mr. Waller a "release," and all the Court's orders will apply to you and bind you. A release means you cannot sue or be part of any other lawsuit or other legal action against Mr. Waller about or arising from the claims or issues in this Litigation.

The precise terms of the release are in the Settlement Agreement, which is available on the Settlement Website. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to Settlement Class Counsel identified below, who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

If you remain in the Settlement Class and participate in the Settlement, you retain your right to administratively contest the amount you are awarded after you are notified what that amount is.

## **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you do not want to remain in the Settlement and instead want to keep any legal claims you may have against Mr. Waller, then you must take steps to exclude yourself from this Settlement.

**13. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must send a letter or postcard to the Settlement Administrator stating: (a) the name and case number of the Action (*Hall et al. v. Trivest Partners L.P., et al.*, Case No. 4:22-cv-12743-FKB-CI (E.D. Mich.)); (b) your full name, address, and telephone number of the Class Member requesting exclusion; and (c) a statement that you do not wish to participate in the Settlement, postmarked no later than the Response Deadline. You may only request exclusion for yourself, and no one else can request exclusion for you. You must mail your exclusion request so that it is postmarked **no later than <<date>>**, to:

*Hall v. Trivest Partners L.P.*  
c/o **Settlement Administrator**  
[insert address]

**12. If I exclude myself, do I still receive benefits from this Settlement?**

No, if you submit an exclusion request, you will not receive anything from the Settlement, but you retain your right to sue Mr. Waller over the claims raised in the Litigation.

## THE LAWYERS REPRESENTING YOU

**14. Do I have a lawyer in this case?**

The Court has appointed the following attorneys to represent the Settlement Class as Settlement Class Counsel:

Nicholas A. Coulson  
Julia G. Prescott  
**Coulson P.C**  
300 River Place Drive, Suite 1700  
Detroit, Michigan 48207  
Tel: (313) 644-2685

If you want to be represented by your own lawyer, you may hire one at your own expense.

**15. How will the lawyers be paid?**

Settlement Class Counsel will be paid from the Settlement Fund. Settlement Class Counsel will seek Court approval to be paid reasonable attorneys' fees up to one-third of the Settlement Fund. Settlement Class Counsel have agreed to refrain from seeking reimbursement of their costs or expenses until the funds are distributed to Class Members. The motion for attorneys' fees will be posted on the Settlement Website after it is filed.

## OBJECTING TO THE SETTLEMENT

**16. How do I tell the Court that I do not like the Settlement?**

If you are a Settlement Class Member, you can object to the Settlement, or some part of it, and the Court will consider your views. In order to object to the Settlement, you must submit a written objection (such as a letter or legal brief) stating that you object and the reasons why you think the Court should not approve some or all of the Settlement. Your objection must include: (a) the case name and number of the Litigation; (b) your full name, current address, telephone number, and email address; (c) the words "Notice of Objection" or "Formal Objection"; (d) in clear and concise terms, the objection and legal and factual arguments supporting the objection; (e) facts showing that you are a Class Member; and (f) the date and your signature. If you intending to make an appearance at the Final Approval Hearing (with or without an attorney), you must include a statement substantially similar to "Notice of Intention to Appear." If you intend to appear at the Final Approval Hearing through counsel, you must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the

state bar(s) to which counsel is admitted. If you intend to request the Court to allow you to call witnesses at the Final Approval Hearing, such request must be made in your written objection, which must also contain a list of any such witnesses and a summary of each witness's expected testimony.

If you file an objection, you may still receive benefits under the Settlement so long as you timely file a valid claim. To be timely, written notice of an objection in the appropriate form described above must be filed with the Court no later than <<date>>, as noted below:

Court Clerk's Office  
United States District Court for the Eastern District of Michigan  
600 Church Street  
Flint, MI 48502

## THE FINAL APPROVAL HEARING

The Court will hold a hearing to determine the fairness of the Settlement Agreement and to decide whether to grant final approval of the Settlement. You may attend if you wish, but you are not required to do so.

### 17. Where and when is the Final Approval Hearing?

The Court will hold a hearing on <<date>>, at <<time>> ET in the courtroom of the Honorable F. Kay Behm, Courtroom 104, which is located at 600 Church Street, Flint, MI 48502. The purpose of the hearing will be for the Court to determine whether the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Settlement Class and to determine the appropriate amount of compensation for Settlement Class Counsel. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the proposed Settlement. The Court will then decide whether to approve the Settlement.

YOU ARE **NOT** REQUIRED TO ATTEND THE FINAL APPROVAL HEARING TO RECIEVE BENEFITS FROM THIS SETTLEMENT. Please be aware that the hearing may be postponed to a later date without notice.

## GETTING MORE INFORMATION

This notice only provides a summary of the proposed Settlement. Complete details about the Settlement can be found in the Settlement Agreement available on the Settlement Website.

[www.\\*\\*\\*\\*\\*.com](http://www.*****.com)

If you have any questions, you can contact the Settlement Administrator or Settlement Class Counsel at the phone numbers listed above. In addition to the documents available on the Settlement Website, all pleadings and documents filed in this Litigation may be reviewed or copied at the Clerk of Court's office.

**QUESTIONS? VISIT [WWW.\\*\\*\\*\\*\\*.COM](http://WWW.*****.COM)**

**DO NOT CALL OR SEND ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT, THE JUDGE, OR MR. WALLER OR HIS COUNSEL. ALL QUESTIONS ABOUT THE SETTLEMENT SHOULD BE REFERRED TO THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL.**

***QUESTIONS? VISIT [WWW.XXXXXXXXXXXXX.COM](http://WWW.XXXXXXXXXXXXX.COM)***

# Exhibit C

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

AARON HALL, KATHERINE GLOD, and  
JEFFREY BINDER, on behalf of themselves  
and all others similarly situated,

*Plaintiffs,*

v.

TRIVEST PARTNERS L.P., TGIF POWER  
HOME INVESTOR, LLC, TRIVEST  
PARTNERS, INC., TRIVEST GROWTH  
PARTNERS, INC., TRIVEST GROWTH  
PARTNERS, L.P., TRIVEST GROWTH  
PARTNERS GP, LLC, TRIVEST GROWTH  
INVESTMENT FUND, L.P., TGIF POWER  
HOME BLOCKER, INC., TRIVEST  
INVESTMENT ADVISORS, LLC, and  
WILLIAM JAYSON WALLER,

*Defendants.*

No.: 4:22-cv-12743-FKB-CI

Hon. F. Kay Behm  
Hon. Curtis Ivy, Jr.

**[PROPOSED] ORDER GRANTING FINAL APPROVAL**

WHEREAS, on \_\_\_\_\_, 2025, a Preliminary Approval Order was entered by the Court preliminarily approving the proposed Settlement pursuant to the terms of the Class Action Settlement Agreement and Release between Plaintiffs

and Defendant Waller (the “Parties”)<sup>1</sup>, and directing that Class Notice be given to the Settlement Class;

**WHEREAS**, pursuant to the notice requirements set forth in the Class Action Settlement Agreement and Release and in the Preliminary Approval Order, the Settlement Class was notified of the terms of the proposed Settlement, of the right of members of the Settlement Class to object or opt-out, and of the right of members of the Settlement Class to be heard at a Final Approval Hearing to determine, *inter alia*: (i) whether the terms and conditions of the Class Action Settlement Agreement and Release are fair, reasonable, and adequate for the release of the claims contemplated by the Class Action Settlement Agreement and Release and (ii) whether the Final Approval Order and Judgment should be entered dismissing the Claims against Defendant Waller with prejudice; and

**WHEREAS**, Settlement Class Members were notified of their right to appear at the Final Approval Hearing held on [REDACTED], 2026, either in support of or in opposition to the proposed Settlement, and the award of attorney’s fees;

**NOW, THEREFORE**, the Court having heard the presentation of Settlement Class Counsel and counsel for Defendant Waller, having reviewed all of the submissions presented with respect to the proposed Settlement, having determined

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<sup>1</sup>Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Class Action Settlement Agreement and Release.

that the Settlement is fair, reasonable, and adequate, having considered the application for attorney's fees made by Settlement Class Counsel, and having reviewed the materials in support thereof, and good cause appearing:

**THIS COURT FINDS AND ORDERS AS FOLLOWS:**

1. This Final Approval Order hereby incorporates by reference the definitions in the Class Action Settlement Agreement and Release and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. For purposes only of the settlement of the Released Claims as to the Releasees set forth in the Parties' Class Action Settlement Agreement and Release (the "Settlement" or "Settlement Agreement"), the Court hereby finally certifies the Settlement Class, as defined in the Court's Preliminary Approval Order.

3. Based on the record, the Court reconfirms that the applicable provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes only of the Settlement. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all the applicable requirements of Fed. R. Civ. P. 23(a) and (b)(3).

4. The Court hereby finds, in the specific context of this Settlement, that:
- a. the Settlement Class is so numerous that joinder of all Settlement Class Members is impracticable, Fed. R. Civ. P. 23(a)(1);

- b. common questions of law and fact exist with regard to the Settlement Class, Fed. R. Civ. P. 23(a)(2);
- c. Plaintiffs' claims in this Action are typical of those of Settlement Class Members, Fed. R. Civ. P. 23(a)(3); and
- d. Plaintiffs' interests do not conflict with, and are coextensive with, those of absent Settlement Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs and Settlement Class Counsel have adequately represented the interests of all Settlement Class Members, Fed. R. Civ. P. 23(a)(4).

5. The Court also finds that common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. Fed. R. Civ. P. 23(b)(3).

6. This Court has personal jurisdiction over Plaintiffs, Defendant (in this Litigation only and for purposes of this Settlement), and all Settlement Class Members and subject matter jurisdiction over the Litigation to approve the Settlement Agreement and all exhibits attached thereto under 28 U.S.C. § 1332(d)(2).

7. The Court finds that the Class Notice, Settlement Website, and notice plan implemented pursuant to the Settlement Agreement and the Court's Preliminary Approval Order:

- a. constituted the best practicable notice;
- b. constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of this Litigation, of their right to exclude themselves from or object to the proposed Settlement, of their right to appear at the Final Approval Hearing, of Plaintiffs' Counsel's application for an award of attorneys' fees;
- c. provided a full and fair opportunity to all Settlement Class Members to be heard with respect to the foregoing matters; and
- d. met all applicable requirements of Federal Rule of Civil Procedure 23, due process, and any other applicable rules or law.

8. The Settlement Class, which will be bound by this Final Approval Order, shall include all members of the Settlement Class who did not submit timely and valid requests to be excluded from the Settlement Class. There are x objections and x requests for exclusion (*i.e.*, opt-outs) from the Settlement. All objections are hereby overruled.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby finally approves the Settlement, as set forth in the Settlement Agreement.

10. This Court finds that the Settlement meets all requirements of Rule 23(e) of the Federal Rules of Civil Procedure and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiffs.

11. This Court further finds that the Settlement set forth in the Settlement Agreement is the result of arm's-length negotiations between experienced counsel representing the interests of the Parties, that Plaintiffs' Counsel and Named Plaintiffs adequately represented the Settlement Class for the purpose of entering into and implementing the Settlement Agreement, that the relief provided for the Settlement Class is adequate, and that the Settlement Agreement treats Settlement Class Members equitably relative to each other.

12. Accordingly, the Settlement embodied in the Settlement Agreement is hereby approved in all respects. The Parties are hereby directed to carry out the Settlement Agreement in accordance with all its terms and provisions.

13. Without affecting the finality of the Final Approval Order for purposes of appeal, the Court reserves exclusive jurisdiction over the implementation and enforcement of the Settlement Agreement and the Settlement contemplated thereby and over the enforcement of this Final Approval Order. The Court also retains exclusive jurisdiction over the Settlement, the Settlement Agreement, enforcement

of Court orders relating to the Settlement and the Settlement Agreement, and the administration and consummation of the Settlement.

14. In addition, without affecting the finality of this Final Approval Order, Plaintiffs, Defendant Waller, and the Settlement Class hereby irrevocably submit to the exclusive jurisdiction of the U.S. District Court for the Eastern District of Michigan for any suit, action, proceeding, or dispute arising out of or relating to this Final Approval Order or the Settlement Agreement. Any disputes involving Plaintiffs, Defendant Waller, or Settlement Class Members concerning the implementation of the Settlement Agreement shall be submitted to the Court.

15. The Court hereby confirms the appointment of Nicholas A. Coulson and Julia Prescott as Settlement Class Counsel.

16. The Court hereby confirms the appointment of Plaintiffs Aaron Hall, Katherine Glod, and Jeffrey Binder as representatives of the Settlement class.

17. The Court hereby confirms the appointment of Kroll Settlement Administration, LLC as Settlement Administrator.

18. The Court hereby approves the Releasers' release of their Released Claims as set forth in the Settlement Agreement and this Final Approval Order as of the Effective Date.

19. As of the Effective Date as defined in the Settlement Agreement, the release set forth in the Settlement Agreement shall be binding upon Plaintiffs, the Settlement Class, and the Releasers as to Defendant Waller and all other Releasees.

20. The Court declares that the Settlement Agreement and the Final Approval Order shall be binding on and shall have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings against Defendant Waller involving Released Claims.

21. The Court permanently bars and enjoins the Releasers from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendant Waller or any of the Releasees based on the Released Claims; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendant Waller or any of the Releasees based on the Released Claims; or (c) organizing Settlement Class Members into a separate group, class, or subclass for purposes of pursuing as a purported class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification

in a pending action) against Defendant Waller or any of the Releasees based on the Released Claims.

22. Neither the Settlement Agreement (nor its exhibits), whether or not it shall become final, nor any negotiations, documents exchanged among Plaintiffs' Counsel and Defendant in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Defendant Waller; (b) the truth of any of the claims or allegations alleged in the Litigation; (c) the incurrance of any damage, loss, or injury by any person; or (d) the propriety of certification of a class other than solely for purposes of the Settlement. Further, the Settlement negotiations, including any documents exchanged among Plaintiffs' Counsel and Defendant Waller and any discussions associated with them, may not be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in this Litigation or in any other action or proceeding of any nature, by any person, except if warranted by existing law in connection with a dispute under the Settlement Agreement or an action (including this Litigation) in which the Settlement Agreement is asserted as a defense.

23. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Settlement Agreement and

all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order; and (ii) do not limit the rights of Settlement Class Members.

24. Any data or other information provided by Settlement Class Members in connection with the submission of claims shall be held in strict confidence, available only to the Settlement Administrator, Settlement Class Counsel, Defendant Waller's Counsel, and experts or consultants acting on behalf of the Settlement Class. In no event shall a Settlement Class Member's data or personal information be made publicly available, except as provided herein or upon Court Order for good cause shown.

25. The Class Notice referenced in the Settlement Agreement and Exhibit B thereto is approved as fair, reasonable, and adequate.

26. Plaintiffs' Counsel's request for attorneys' fees in the amount of \$191,666.66 is granted.

**IT IS SO ORDERED.**

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

\_\_\_\_\_  
The Honorable F. Kay Behm  
United States District Court Judge

# Exhibit D

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

AARON HALL, KATHERINE GLOD, and  
JEFFREY BINDER, on behalf of themselves  
and all others similarly situated,

*Plaintiffs,*

v.

TRIVEST PARTNERS L.P., TGIF POWER  
HOME INVESTOR, LLC, TRIVEST  
PARTNERS, INC., TRIVEST GROWTH  
PARTNERS, INC., TRIVEST GROWTH  
PARTNERS, L.P., TRIVEST GROWTH  
PARTNERS GP, LLC, TRIVEST GROWTH  
INVESTMENT FUND, L.P., TGIF POWER  
HOME BLOCKER, INC., TRIVEST  
INVESTMENT ADVISORS, LLC, and  
WILLIAM JAYSON WALLER,

*Defendants.*

No.: 4:22-cv-12743-FKB-CI

Hon. F. Kay Behm  
Hon. Curtis Ivy, Jr.

**[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL**

After conducting a final approval hearing on \_\_\_\_\_, 2026, the Court granted Plaintiffs' Unopposed Motion for Final Approval of Class Action Settlement with William Jayson Waller, and Plaintiffs' Unopposed Motion for Award of Attorneys' Fees. Judgment is hereby **ENTERED**.

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

1. This Final Judgment hereby incorporates by reference the definitions in the Class Action Settlement Agreement and Release between Plaintiffs and Defendant Waller (the “Settlement Agreement”)<sup>1</sup>, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Settlement Agreement.

2. The Court finds that it has subject matter jurisdiction under 28 U.S.C. § 1332(d)(2) to enter this Final Judgment and that it has personal jurisdiction over Plaintiffs, Defendant Waller (in this Action only and for purposes of this Settlement), and all Settlement Class Members.

3. Upon the Settlement Agreement becoming effective in accordance with its terms, all the following claims shall be released. Specifically, per Section 5 of the Settlement Agreement:

From and after Final Approval, each settlement class member, on behalf of themselves and their heirs, executors, administrators, beneficiaries, predecessors, successors, assigns and each of them, and any of their former and present employees, directors, officers, accountants, agents, attorneys, representatives, affiliates, and subsidiaries shall and hereby does forever and fully release and discharge the Releasees of and from any manner of civil or administrative actions, causes of actions, suits, obligations, claims, debts, demands, agreements, promises, liabilities, controversies, costs, expenses, and attorneys’ fees whatsoever, whether in law

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<sup>1</sup>Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Class Action Settlement Agreement and Release.

or in equity and whether based on any federal law, state law, or common law right of action or otherwise, which the settlement class members ever had, now have, or can have, regarding or relating to their purchase of a solar energy system from Power Home Solar, LLC which were or could have been brought in this Action (“Released Claims”). Nothing herein releases any claim arising out of the violation of breach of the settlement agreement. The release shall not bar or release any claims against (1) any lender involved in the financing of a Class Member’s solar system; (2) the manufacturer of any component of a Class Member’s solar system; or (3) any other Defendant in the Action, or any other entities related to the business collectively operated as Trivest. Any such claims are expressly reserved. The release shall also not bar or release any claims against the estate or trustee of Power Home Solar, LLC.

4. The Action and all Released Claims against Releasees are hereby dismissed with prejudice and without fees or costs, other than as specified in the Settlement Agreement, including those costs of Class Notice and administration; and Attorneys’ Fees Award.

5. The Court, finding no just reason for delay, directs pursuant to Rule 54(b) of the Federal Rules of Civil Procedure that the judgment of dismissal as to Defendant Waller shall be final and entered forthwith.

**SO ORDERED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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HON. F. KAY BEHM  
United States District Court Judge

# **EXHIBIT 4**

**AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE**

**A.** WHEREAS, plaintiffs Aaron Hall, Katherine Glod, and Jeffrey Binder, individually and in their representative capacity on behalf of all others similarly situated, and defendant William Jayson Waller (the “Parties”) entered a Settlement Agreement and Release that was fully signed on September 15, 2025;

**B.** WHEREAS, the Settlement Agreement permits modifications and amendments that are in writing and signed by the Parties or their counsel;

**C.** WHEREAS, the Parties intended for a claims process for Settlement Class Members to occur at a later date pursuant to further order(s) of the Court;

**D.** WHEREAS, the Settlement Agreement contains an erroneous reference to a “Claim Form” in paragraph 4.2(c)(ii);

NOW, THEREFORE, the Parties, as exhibited by the signatures of their counsel below, hereby amend the Settlement Agreement and Release to remove the erroneous reference to a Claim Form such that paragraph 4.2(c)(ii) shall now read:

The Settlement Administrator shall send an Email Notice to each Class Member within twenty-one (21) calendar days of the Settlement Administrator having received the names and email addresses of Class Members from Plaintiffs’ Counsel. The Email Notice shall provide the internet address of the Settlement Website and an email and mailing address to contact the Settlement Administrator.

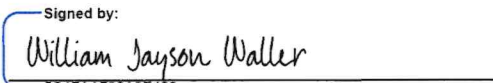
**IN WITNESS WHEREOF**, the Parties hereto, acting by and through their respective Counsel of record, have so AGREED.

Dated: February 12, 2026



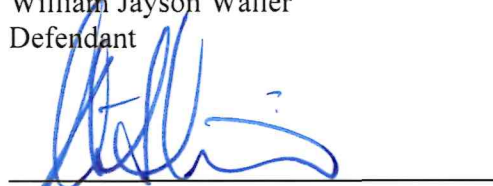
Nicholas A. Coulson  
Counsel for Plaintiff and Proposed Class Counsel

Dated: 2/10/2026, 2025

Signed by:  


William Jayson Waller  
Defendant

Dated: 2/10, 2026



David A. Sullivan  
Counsel for Defendant