

# **SETTLEMENT AGREEMENT AND RELEASE**

*Rafal Lojewski et al. v. Salal Credit Union et al.*

**United States District Court  
Southern District of New York**

**Case No. 1:22-cv-10816-PAE**

**PREAMBLE**

This Settlement Agreement and Release (the “Agreement”) is entered into by and among Plaintiff Rafal Lojewski (“Class Representative”) and the Settlement Class Members (as defined below), on the one hand, and Defendant Salal Credit Union (“Defendant”), on the other hand, as of the date executed below. Plaintiff and Defendant are referred to collectively in the Agreement as the “Parties”.

**RECITALS**

A. On December 22, 2022, Rafal Lojewski, Manuel Acevedo, Isamar Delacruz, Danielle Garcia and Smith Garcia (collectively, “Initial Plaintiffs”) filed a putative class action complaint in the U.S. District Court for the Southern District of New York, entitled *Lojewski et al. v. Salal Credit Union et al.*, Case No. 1:22-cv-10816-PAE.

B. On March 24, 2023 Initial Plaintiffs filed an Amended Complaint (“Complaint”). In the Complaint, only Rafal Lojewski, Manuel Acevedo and Isamar Delacruz (collectively, the “Salal Plaintiffs”) asserted class claims against Defendant on behalf of themselves and the class.

C. The Salal Plaintiffs alleged a total of five class claims against Defendant for violation of New York General Business Law, New York Personal Property Law and common law, including N.Y. General Business Law § 349 and §350, New York Personal Property Law § 401, *et seq.*, breach of contract and unjust enrichment, which asserted Defendant had derivative liability for the actions of other co-defendants, including *inter alia* the alleged failure of other co-defendant to to pay the Salal Plaintiffs a promised amount of incentive money in connection with entering in retail installment contracts for the sale and financing of residential solar panels.

D. On August 17, 2023 the Court granted co-defendant Solar Mosaic, Inc.’s motion to compel arbitration of the claims in the Complaint asserted against it by Initial Plaintiffs Smith Garcia and Danielle Garcia and stayed those claims.

E. On December 21, 2023, the Court granted in part and denied in part Defendant’s motion to dismiss the Complaint, but did not fully dismiss any of the five class claims asserted by the Salal Plaintiffs against Defendant.

F. On January 26, 2024, Defendant filed its Answer to the Complaint, denying liability in full. The Parties then engaged in an extended period of discovery.

G. On April 25, 2025 and April 28, 2025 the Parties engaged in mediation in an attempt to settle this Action (defined below) and successfully settled the Litigation.

H. In light of certain information produced by third parties during discovery that arguably placed Plaintiff Acevedo and Plaintiff Delacruz outside the class alleged in the First Amended Complaint (and the Settlement Class below), Defendant and Plaintiff Acevedo and Plaintiff Delacruz negotiated and reached an individual settlement agreement that resolved Acevedo and Delacruz’ individual claims against Defendant.

I. As set forth herein, Class Representative reached a resolution with Defendant on a class-wide basis.

J. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating to the allegations made in the Action, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to or concede any of the allegations made in the Action, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Action. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

K. Class Representative has entered into this Agreement to liquidate and recover on the claims asserted in the Action on behalf of himself and the Settlement Class, and to avoid the risk, delay, and uncertainty of continued litigation both to himself and to the Settlement Class. Class Representative does not in any way concede the claims alleged in the Action lack merit or are subject to any defenses.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

**1. DEFINITIONS.** In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Action” shall mean the litigation in the United States District Court for the Southern District of New York, entitled *Lojewski et al. v. Salal Credit Union et al.*, Case No. 1:22-cv-10816-PAE, including all allegations raised in the Complaint and any other documents filed in this matter.

(b) “Bar Date to Object” shall be the date set by the Court as the deadline for Settlement Class Members to file an objection and shall be sixty (60) days after the date the Notice (defined below) must be delivered to the Settlement Class Members.

(c) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Settlement Class Members to opt out and shall be sixty (60) days after the date the Notice (defined below) must be delivered to the Settlement Class Members.

(d) “Settlement Class” shall mean all individuals who are Settlement Class Members.

(e) “Class Counsel” shall mean Daniel Schlanger, Esq. of Schlanger Law Group, LLP.

- (f) “Settlement Class Member(s)” shall mean each person who,
- with regard to a residential property in the State of New York,
  - was provided by Group Solar with a solar panel installation and financing proposal referencing delivery of Welcome Checks,
  - who accepted the proposal;
  - and entered into a Retail Installment Contract with Group Solar that was assigned to Defendant, and
  - who, as of December 15, 2022, have received Welcome Checks in an amount less than the total sum of 12 months’ of payments owed to Defendant pursuant to their respective Retail Installment Contract.

(g) “Court” shall mean the U.S. District Court for the Southern District of New York.

(h) “Defendant’s Counsel” shall mean Peter G. Siachos Esq. of Gordon Rees Scully Mansukhani, LLP.

(i) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to this Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(j) “Email/Postcard Notice” shall refer to the short form notice (that shall be sent by email to Settlement Class Members, in the form attached hereto as **Exhibit 2**.

(k) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(l) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(m) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(n) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 7, below.

(o) “Group Solar” shall mean co-defendant Group Solar USA, LLC.

(p) “Long Form Notice” shall mean the notice that shall be posted to the Settlement Website in the form attached as **Exhibit 1**.

(q) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below, seeking the Final Approval Order.

(r) “Motion for Award of Fees, Costs, and Service Award” shall mean the motion or motions filed by Class Counsel, as referenced in Section 5, below.

(s) Class Representative shall mean Rafal Lojewski.

(t) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court approved attorneys’ fees and costs, any service award allowed by the Court and any fees and costs paid to the Settlement Administrator.

(u) “Notice” or “Notices” shall mean, collectively: the Email/Postcard Notice and the Long Form Notice.

(v) “Preliminary Approval/Notice Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of Notice to Settlement Class Members, as provided in Section 4, below.

(w) “Settlement Administrator” shall mean American Legal Claims Services.

(x) “Settlement Class” and “Settlement Class Member(s)” shall mean all Settlement Class Members except any person who has filed a valid and timely Exclusion Letter.

(y) “Settlement Fund” shall mean the total amount of \$415,000, to be paid by Defendant under the terms of this Agreement.

(z) “Settlement Website” shall mean the settlement website to be created by the Settlement Administrator pursuant to the terms hereof.

(aa) “Welcome Check Underpayment” shall mean the sum equal to the total sum of 12 months of monthly payments owed to Defendant pursuant to each Settlement Class Member’s Retail install minus the amount of the Welcome Checks received by a Settlement Class Member. For purposes of calculating the Welcome Check Underpayment, Class Counsel shall rely upon the Retail Instalment Contracts provided to Class Counsel during discovery in this Action, and the deposited Welcome Checks provided to the Parties in response to a third party subpoena, during discovery in this Action.

**2. CLASS ACTION SETTLEMENT.** The Court has not yet certified the Class. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Class Representative and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

**3. PRELIMINARY SETTLEMENT APPROVAL.** Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval/Notice Order in the form attached as Exhibit \_\_\_\_, which requires that the Notice be given to the Settlement Class Members as provided in Section 4, below (or as otherwise determined by the Court).

**4. NOTICE TO THE CLASSES.**

(a) The Settlement Administrator shall provide notice to all Settlement Class Members as specified below and as approved by the Court in the Preliminary Approval/Notice Order.

(b) Defendant shall provide the Settlement Administrator with the most recent email addresses it has for the Settlement Class Members. The Settlement Administrator shall email the Email/Postcard Notice to each such Class Member's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Settlement Class Members, update its database with these emails, and resend the Email/Postcard Notice. With regard to any Settlement Class Member for whom the Settlement Administrator is not able to obtain an email address using this process, the Settlement Administrator shall send a postcard through the U.S. Postal Service using a last known address provided by Defendants (subject to cross check against the National Change of Address registry). The Email/Postcard Notice shall inform Settlement Class Members how they may request a copy of the Long Form Notice. For all mailed Email/Postcard Notices that are returned as undeliverable without a forwarding address, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Email/Postcard Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(c) The Long Form Notice shall be posted on the Settlement Website.

(d) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Email/Postcard Notice was sent, dates on which such Notices were sent, and any Email/Postcard Notices that were not delivered by mail and/or email. A summary report of the Notices shall be provided to the Parties at least ten (10) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notices shall be available to the parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. Class Counsel shall use the database only for purposes of implementing the terms of this Agreement and not for any other purposes.

(e) The Email/Postcard Notice and Long Form Notice shall be in forms approved by the Court and, substantially similar to the forms attached hereto as Exhibits 1 and 2. The parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

(f) All costs associated with publishing, mailing and administering the Notices as provided for in this Section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid out of the Settlement Fund.

**5. MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS AND SERVICE AWARD.** Class Counsel shall file a motion for Final Approval no less than 14 days prior to the date set by the Court for the Final Approval Hearing. At least fifteen (15) days prior to the Bar Date to Object and the Bar Date to Opt Out, Class Counsel shall file a Motion for Fees, Costs, and Service Award so that same can be heard on the Final Approval Hearing Date.

**6. ENTRY OF JUDGMENT.** The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

**7. THE SETTLEMENT FUND AND DISTRIBUTION.**

(a) Payments to Settlement Administrator and Settlement Class Members. Within seven (7) after the Court grants Preliminary Approval, the Defendant shall transfer \$9,375.00 of the Settlement Fund to the Settlement Administrator. Within ten (10) days after entry of the Final Approval Order, Defendant shall transfer the remainder of the Settlement Fund [i.e. the entire Settlement Fund minus the \$9,375.00 previously paid] to the Settlement Administrator. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees and costs; (b) any service award payment to the Class Representative; (c) costs associated with administering the Notices in accordance with Section 4, above; and (d) any fees paid to the Settlement Administrator for services rendered in connection with the administration process. Defendant shall not be required to make any additional or further contributions to the Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement fails to become effective or is terminated by either party for any reason, including pursuant to Section 13, below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or due and owing to the Settlement Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within seven (7) business days.

(b) All funds held by the Settlement Administrator shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until distributed pursuant to this Agreement.

(c) All funds held by the Settlement Administrator at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1.

(d) Payments shall be made from the Settlement Fund as follows:

(i) Fees and Costs. Class Counsel's reasonable attorneys' fees and costs, to be determined and approved by the Court, shall be paid from the Settlement Fund fifteen (15) days after the entry of the Final Approval Order. Class Counsel may apply for an award of attorneys' fees of up to 33 and 1/3 percent of the Settlement Fund, plus all reasonable litigation costs, to be approved by the Court. Should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant; should the award of fees and costs be reduced on appeal, Class Counsel shall immediately

repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court.

(ii) Service Award. Subject to Court approval, Class Representative shall be entitled to receive a service award of up to \$6,000 for his role as the Class Representative. The Service Award shall be paid ten (10) days after the Effective Date.

(iii) Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid from the Settlement Fund within ten (10) days after the Effective Date. The Settlement Administrator has estimated that the cost of all services in connection with implementation of this Agreement is \$9,375.00

(iv) Payments to Settlement Class Members. Of the Net Settlement Fund, one hundred percent (100%) is allocated to the Settlement Class. Based on this allocation, payments from the Net Settlement Fund shall be calculated as follows:

- (1) Each Settlement Class Member shall receive a pro rata share of the Net Settlement Fund in proportion to the amount of the Welcome Check Underpayment (as defined above), but adjusted such that no Settlement Class Member receives less than \$100.
- (2) Payments to Settlement Class Members ("Individual Payments") shall be made no later than (10) days after the Effective Date, as follows:
  - (i) Settlement Class Members shall be sent a check by the Settlement Administrator at the address used to provide Email/Postcard Notice, or at such other address as designated by the Settlement Class Member. The Settlement Class Member shall have one-hundred twenty (120) days to negotiate the check. Any checks uncashed after one-hundred twenty (120) days shall be distributed pursuant to Section 8.

(v) In no event shall any portion of the Settlement Fund revert to Defendant. Any remaining portion the Settlement Fund shall be distributed as a *cy pres* payment in accordance with the terms of Section 9.

## **8. THE SETTLEMENT ADMINISTRATOR.**

(a) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12

CFR § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(b) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(c) The Settlement Administrator shall keep all information regarding Settlement Class Members confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. The class list shall be subject to the protective order issued in this case and shall not be used for any purposes other than the implementation of this Agreement.

(d) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund. Except as provided herein, Settlement Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(e) The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(f) Within one hundred forty (140) days after the Effective Date or such other date as required by the Court, the Settlement Administrator shall prepare a declaration setting forth the total payments issued to Settlement Class Members by the Settlement Administrator, the total amount of any checks uncashed and/or returned, and the total amount of money being held by the Settlement Administrator.

(g) The Settlement Administrator shall establish the Settlement Website, on which it will post the Long Form Notice, the Motion for Preliminary Approval, the Motion for Final Approval, the Complaint and any other documents required to be posted by the Court. The name of the website shall be agreed to by the parties.

(h) The Settlement Administrator shall, in consultation with Class Counsel, calculate payments from the Settlement Fund to be issued to Settlement Class Members in accordance with the payment formula set forth above, subject to the approval of Defendant's Counsel, not to be unreasonably withheld.

(i) The Settlement Administrator shall provide the parties with a monthly report setting forth: Notices sent, returned Notices, communications from Settlement Class Members, Opt Outs and Objections, visits to the Settlement Website, the total payments issued to Settlement Class Members by the Settlement Administrator and the total amount of any checks uncashed and/or returned. The Settlement Administrator shall notify counsel for the Parties within 2 business days of any objections or opt outs.

**9. CY PRES PAYMENT.** Within one-hundred fifty (150) days after the Effective Date, the Settlement Administrator shall determine the total amount of uncollected funds remaining in the Settlement Fund (the “Residual Fund”). The Settlement Administrator shall distribute the Residual Funds in a second distribution to Settlement Class Members who cashed checks in the first round of distribution, but only if the average Settlement Class Member check amount in the second distribution would equal or exceed \$20.00 after deducting the costs of a second distribution from the Settlement Fund. Any second distribution will be made in the same manner as the first distribution. Following the second distribution, or if no second distribution is made based on the average distribution amount, any remaining Residual Funds must be paid on a *cy pres* basis to the Empire Justice Center’s Foreclosure Prevention Program or to another *cy pres* charity chosen by the Court in the Final Approval Order.

**10. OPT-OUTS.**

(a) A Class Member who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail or email to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked if sent by mail or sent if by email on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the Class Member, state that the Class Member wishes to exclude himself or herself from the Agreement and shall be signed and dated.

(b) As set forth above, the Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant’s Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant’s Counsel and/or the Court upon two (2) court days’ written notice.

**11. OBJECTIONS.**

(a) Any Class Member, other than a Class Member who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector’s name, address, telephone number and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with the Action;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel.

**12. THE SETTLEMENT CLASS' RELEASE.** As of the Effective Date, Plaintiff and the Settlement Class Members hereby release, resolve, relinquish and discharge each the Released Parties from each of the Released Claims as defined below.

**a.** Released Claims: Released Claims means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, that in arise out of and or relate to the class-wide (non-individual) claims in Plaintiff's First Amended Complaint arising from the beginning of time through the date of execution of this Agreement. C

**b.** Released Parties: means Defendant and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents.

**13. CONDITIONS TO SETTLEMENT.**

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval/Notice Order, as required by Section 3, above;

(ii) The Court has entered the Final Approval Order as required by Section 6, above, and all objections, if any, to such order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 13(a) are not met, then this Agreement shall be cancelled and terminated.

(c) Defendant shall have the option to terminate this Agreement if ten percent (10%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) In the event this Agreement is terminated or fails to become effective pursuant to Sections 13 (a), (b), and/or (c) immediately above, then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*.

**14. REPRESENTATIONS.**

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(c) The Class Representative, on behalf of the Class Members, represents that he has made such inquiry into the terms and conditions of this Agreement as he deems appropriate, and that by executing this Agreement, he, based on Class Counsel's advice, and his understanding of the case, believes the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(d) The Class Representative represents that he has no knowledge of conflicts or other personal interests that would in any way impact his representation of the Class in connection with the execution of this Agreement.

(e) Defendant represents and warrants that it has obtained all corporate authority necessary to execute this Agreement.

**15. FURTHER ASSURANCES.** Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

**16. PUBLICITY.** The Parties and their counsel agree that they shall not issue a press release. In response to media or any other inquiries, counsel shall refer to the Settlement Administrator's website or publicly filed documents.

**17. APPLICABLE LAW.** This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of New York.

**18. NO ORAL WAIVER OR MODIFICATION.** No waiver or modification of any provision of this Agreement or of any breach thereof shall constitute a waiver or modification of any other provision or breach, whether similar or not similar. Nor shall any actual waiver or modification constitute a continuing waiver. No waiver or modification shall be binding unless executed in writing by the party making the waiver or modification.

**19. ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes all prior or contemporaneous understandings, representations, warranties, and agreements made by the Parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

**20. BINDING ON SUCCESSORS.** This Agreement shall inure to the benefit of, and shall bind, each of the Parties hereto and their successors.

**21. SEVERABILITY.** In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

**22. COUNTERPARTS AND FACSIMILE SIGNATURES.** This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

**23. NOTIFICATION.** Any notice to be given to Class Counsel and/or Class Representative shall be sent by email as follows:

Daniel Schlanger, Esq.  
SCHLANGER LAW GROUP, LLP  
150 Allens Creek Road, Suite 240  
Rochester, New York, 14618  
dschlanger@consumerprotection.net

Any notice to be given to Defendant or Defendant's Counsel under the terms of this Agreement shall be sent by email as follows:

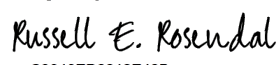
Peter G. Siachos, Esq.  
GORDON REES SCULLY MANSUKHANI, LLP  
677 King Street, Suite 450  
Charleston, SC 29403  
eevans@grsm.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator, to be determined.

*[Remainder of page intentionally left blank. Signature pages follow.]*

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: August 21, 2025, 2025 Salal Credit Union

Signed by:  
  
C9040ED8813E48B

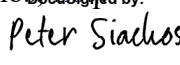
By: Russell E. Rosendal  
Its: president/ceo

Dated: \_\_\_\_\_, 2025 Class Representative Rafal Lojewski,  
on behalf of himself and those he represents

By: \_\_\_\_\_  
Rafal Lojewski  
*Class Representative*

**APPROVED AS TO FORM:**

Dated: August 21, 2025, 2025 GORDON REES SCULLY MANSUKHANI, LLP  
Peter G. Siachos, Esq.

Signed by:  
  
E2D804B455CE475

By: \_\_\_\_\_  
Peter G. Siachos, Esq.  
*Attorneys for Defendant*  
*Salal Credit Union*

Dated: \_\_\_\_\_, 2025 SCHLANGER LAW GROUP, LLP  
Daniel A. Schlanger, Esq.

By: \_\_\_\_\_  
Daniel A Schlanger, Esq.  
*Class Counsel*

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: \_\_\_\_\_, 2025 Salal Credit Union

By:  
Its:

Dated: 7/29/, 2025 Class Representative Rafal Lojewski,  
on behalf of himself and those he represents

By: Rafal Lojewski  
Rafal Lojewski  
Class Representative

**APPROVED AS TO FORM:**

Dated: \_\_\_\_\_, 2025 GORDON REES SCULLY MANSUKHANI, LLP  
Peter G. Siachos, Esq.

By: \_\_\_\_\_  
Peter G. Siachos, Esq.  
*Attorneys for Defendant*  
*Salal Credit Union*

Dated: July 30, 2025 SCHLANGER LAW GROUP, LLP  
Daniel A. Schlanger, Esq.

By: Daniel A. Schlanger  
Daniel A Schlanger, Esq.  
*Class Counsel*

## **Exhibit 1**



United States District Court for the Southern District of New York

*Lojewski, et al., on behalf of themselves and all others similarly situated v. Group Solar USA, LLC, et al.*

Case No. 1:22-cv-10816-PAE

## **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

***A federal court has authorized this website notice.***

***This is not a solicitation from a lawyer. You are not being sued.***

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**This settlement resolves a dispute with Salal Credit Union over whether certain Salal customers were promised (but not paid) "Welcome Checks" by Group Solar USA, LLC.**

**The parties have reached a proposed \$415K settlement. Attorneys for the class will seek a fee of \$138,331.95, (plus reimbursement of certain costs) out of the proposed settlement amount. You have been identified as a potential class member and may be entitled to money. It is estimated that you may be entitled to \_\_% of the amount of any unpaid Welcome Check.**

**Your rights are affected whether you act or not. Read this notice carefully. If you disagree with the settlement or the attorneys' fees request, you can object. To object or opt out, you must act by \_\_\_\_\_. The Court will hold a final fairness hearing on \_\_\_\_\_. You can visit [www.solarwelcomechecklitigation.com](http://www.solarwelcomechecklitigation.com) to learn more and review the motion for approval and attorneys' fees request.**

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You do not need to do anything. If you take no action, you will receive your payment, you will be bound by the settlement, and you will not be able to bring another lawsuit for the same issues against Salal Credit Union.

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## About This Notice

### Why did I get this notice?

This notice is to tell you about the settlement of a class action lawsuit brought in the United States District Court for the Southern District of New York, *Lojewski, et al. v. Group Solar USA, LLC, et al.*, Case No. 1:22-cv-10816-PAE, brought on behalf of Group Solar clients who did not receive their promised “Welcome Checks”. **You received this notice because our records indicate you are a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

The Court approved this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to approve the settlement. If the Court approves it, and objections and appeals (if any), are resolved, the Settlement Administrator will make the payments the settlement allows.

### What do I do next?

Read this notice to understand the settlement. Then, decide if you want to:

Options	More information about each option
<b>Do Nothing</b>	You will be eligible to get a payment for your share of the Settlement Fund. If the Court approves the settlement, you give up your right to bring your own lawsuit about the issues within this lawsuit.
<b>Opt Out</b>	Exclude yourself from the settlement. You will get no payment. This option allows you to bring another lawsuit against Salal Credit Union about the same issues.
<b>Object</b>	Tell the Court why you do not like the settlement or the

	request for attorneys' fees and costs. If the Court approves the settlement, you will still receive payment and give up your right to bring your own lawsuit about the issues within this lawsuit.
<b>Go to a Hearing</b>	Ask to speak in Court about the fairness of the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

## What are the most important dates?

Your deadline to object or opt out: **[date]**  
Settlement final approval hearing: **[date]**

## Learning About the Lawsuit

### What is this lawsuit about?

The lawsuit claims that Salal Credit Union purchased certain solar panel finance agreements from Group Solar LLC and thereby became liable for Group Solar's alleged failure to send certain "Welcome Checks" that had been promised to customers. The lawsuit claimed violations of New York General Business Law §§ 349 and 350, Breach of Contract, New York Personal Property Law § 401, and Unjust Enrichment.

Salal Credit Union denies that it did anything wrong.

### Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit on the documents page of this website.

### Why is there a settlement in this lawsuit?

In 2025, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation. While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

In a class action, someone called a Class Representative (in this case Rafal Lojewski) sue on behalf of all people who have similar claims. Salal Credit Union challenged whether this case should proceed as a class action but have agreed not to oppose this case proceeding as a class for settlement purposes only.

The Court has not decided this case in favor of either side.

### What is a class action?

All of these people with similar claims are "Class Members," and grouped together are a "Class." One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

## What happens next in this lawsuit?

You have until [date] to object to or opt out of the settlement, with further details on these options provided below.

The Court will then hold a Fairness hearing to decide whether to approve the settlement. The hearing will be held at:

**Where:** US District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007

**When:** [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court approves the settlement.

You do not have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement.

If the Court does not approve the settlement, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class.

## Learning About the Settlement

### What does the settlement provide?

Salal Credit Union have agreed to create a \$415,000 settlement fund to be divided among all class members. The portion of the fund that each class member will receive will be determined based upon the value of each member's disputed claim. In the event funds remain after the first round of payments to class members, a second round of payments will be issued to those class members that accepted the first payment, but only if this second distribution will result (after subtracting the cost of issuing a second round of checks) in at least \$20.00.

Members of the settlement class will "release" their claims as part of the settlement, which means they cannot sue Salal Credit Union for the same issues and legal violations raised in this lawsuit. The full terms of the release can be found [\[here\]](#).

If there is money left over after the payment process is completed, it will be donated to Empire Justice Center's Foreclosure Prevention Program.

### How much will my payment be?

Each Settlement Class member who does not opt-out will receive a pro rata share of the \$415,000 settlement fund, calculated based on the amount of their unfulfilled "Welcome Checks". It is estimated that you will get about [ADD%](#) of the amount of your unfulfilled "Welcome Checks".

You will receive payment via check.

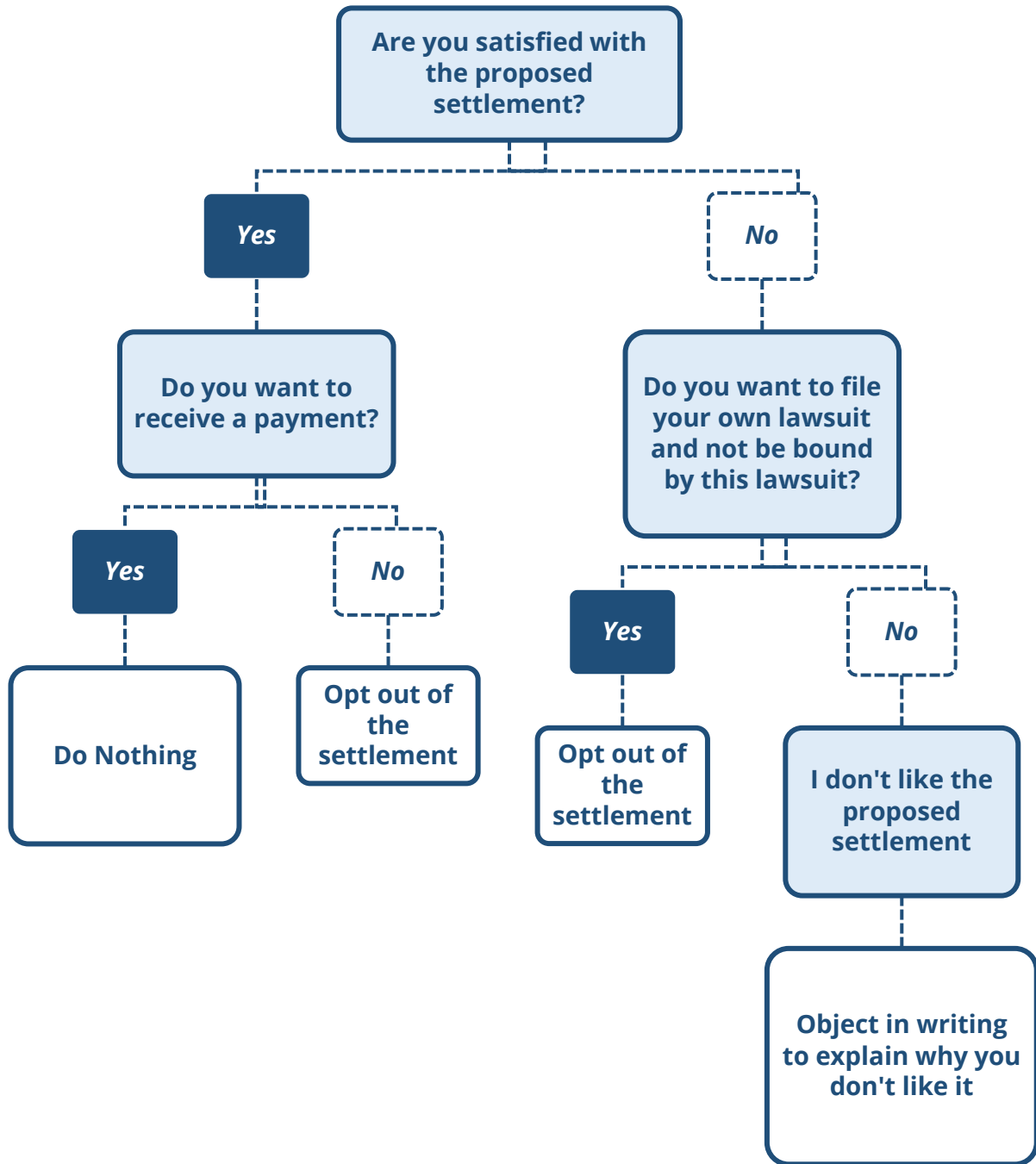
# Deciding What to Do

## How do I weigh my options?

You have three options. You can do nothing, you can opt out of the settlement, or you can object to the settlement. This chart shows the effects of each option:

	<b>Do Nothing</b>	<b>Opt Out</b>	<b>Object</b>
<b>Can I receive settlement money if I . . .</b>	YES	NO	YES
<b>Am I bound by the terms of this lawsuit if I . . .</b>	YES	NO	YES
<b>Can I pursue my own case if I . . .</b>	NO	YES	NO
<b>Will the class lawyers represent me if I . . .</b>	YES	NO	NO

## What is the best path for me?



## Do I have a lawyer in this lawsuit?

In a class action, the court approves class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has approved the following individuals and lawyers:

### **Your lawyers:**

- Daniel A. Schlanger from Schlanger Law Group LLP

This is the lawyer who negotiated this settlement on your behalf. He is experienced in handling similar cases.

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

## Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid by Salal Credit Union. **You will not have to pay the lawyers directly.**

To date, the lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyer will request, as part of the final approval of this Settlement, that the Court approve a payment of up to \$138,331.95 total in attorneys' fees plus out-of-pocket expenses. The lawyers' complete request will be filed with the Court and posted to this website no later than [DATE].

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a Service Payment of \$6,000 to the Class Representative for the time and effort she contributed to the case. If approved by the Court, the Service Payment will be paid from the Settlement Fund.

## Opting Out

### What if I don't want to be part of this settlement?

You can exclude yourself, which is often referred to as “opting out” of the settlement. If you do, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit. That means you keep the right to sue Salal Credit Union or be part of another case against Salal Credit Union about the issues in this lawsuit. **If you have a pending lawsuit against Salal Credit Union speak to your lawyer in that case immediately.** You may need to exclude yourself from this Class to continue your own lawsuit.

### How do I opt out?

To opt out of the settlement, you must send the Settlement Administrator a Request to Opt Out that is postmarked no later than     . It must contain a statement that clearly indicates your desire to be excluded from the Settlement Class. For example, it might say “I hereby request that I be excluded from the proposed Settlement Class in the Action.” Be sure to include the case name (*Lojewski, et al. v. Group Solar USA, LLC, et al.*), your name, address, telephone number, and signature. A request to Opt-Out by an owner or a co-owner on an account will be treated as a request to Opt-Out by all owners on the account.

American Legal Claims Services  
8011 Philips Hwy #5  
Jacksonville, FL 32256  
904-517-1442

## Objecting

### What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers'

fees) but don't want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but don't need to, hire your own lawyer to help you.

You can only object if you stay in the class. If you opt out of the class, you cannot object because the case no longer affects you.

The objection must:

- (1) be in writing;  
be filed with the Clerk of the Court by [date];
- (2) include the case name and number (*Lojewski, et al. v. Group Solar USA, LLC, et al.*, 1:22-cv-10816-PAE);
- (3) include your full name, address and telephone number;
- (4) (if you are represented) include the name, address, and telephone number of counsel;
- (5) state the reasons for your objection;
- (6) state whether either you or your lawyer intend to appear at the final approval hearing;
- (7) include your signature.

The written objection must be filed with the Clerk of the Court by [date].

File your written objection using the Court's ECF system or mail your written objection to:

District Court Clerk's Office  
Daniel Patrick Moynihan  
U.S Courthouse  
500 Pearl Street  
New York, New York 10007

You may ask the Court for permission to speak at the Fairness Hearing on [Date]. To do so, you or your lawyer must send a letter stating that it is your "Notice of Intention to Appear in *Lojewski, et al. v. Group Solar USA, LLC, et al.*, 1:22-cv-10816-PAE," Your Notice of Intention to Appear must be filed or mailed so as to be filed with the Court no later than [date] and be sent to the same parties as listed above to file an objection. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that you will present to the

Court in connection with the Fairness Hearing. You cannot speak at the hearing if you exclude yourself from the settlement.

## Doing Nothing

### What are the consequences of doing nothing?

If you do nothing, you will receive payment from the Settlement Fund. You will also be bound by the settlement and its “release” provisions. That means you won’t be able to start, continue, or be part of any other lawsuit against Salal Credit Union about the issues in this case. A full description of the claims and persons who will be released if this settlement is approved can be found [\[here\]](#).

## Key Resources

### How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms and related case documents can be found [\[here\]](#). To get a copy of the settlement agreement or get answers to your questions:

- contact the lawyer (information below)
- access the Court’s Case Management/ Electronic Case Files (CM/ECF) system online or by visiting the Clerk’s office of the Court (address below).

Please do not call the Court, Salal Credit Union, or Salal Credit Union’s counsel regarding the settlement.

<b>Resource</b>	<b>Contact Information</b>
<b>Settlement Administrator</b>	American Legal Claims Services 8011 Philips Hwy #5 Jacksonville, FL 32256 904-517-1442
<b>Your Lawyer (Class Counsel)</b>	Daniel A. Schlanger SCHLANGER LAW GROUP LLP 150 Allens Creek Road, Suite 240 Rochester, NY 14618 dschlanger@consumerprotection.net
<b>Court</b>	Daniel Patrick Moynihan U.S Courthouse 500 Pearl Street New York, New York 10007

## **Exhibit 2**

Solar Welcome Check Litigation

C/O Settlement Administrator

P.O. Box \_\_\_\_\_

Jacksonville, FL 32256

[info@solarwelcomechecklitigation.com](mailto:info@solarwelcomechecklitigation.com)



U.S. District Court for the Southern District of New York  
*Lojewski, et al. v. Group Solar USA, LLC, et al.,*  
Case No. 1:22-cv-10816-PAE

## Notice of Proposed Class Action Settlement

*A federal court has authorized this notice.*



**This settlement resolves a dispute with Salal Credit Union over whether certain Salal customers were promised (but not paid) "Welcome Checks" by Group Solar USA, LLC.**

**The parties have reached a proposed \$415K settlement. Attorneys for the class will seek a fee of \$138,331.95, (plus reimbursement of certain costs) out of the proposed settlement amount.**

**You have been identified as a potential class member and may be entitled to money. It is estimated that you may be entitled to \_\_\_% of the amount of any unpaid Welcome Check.**

**Your rights are affected whether you act or not. Read this notice carefully.**

**If you disagree with the settlement or the attorneys' fees request, you can object. To object or opt out, you must act by \_\_\_\_\_.**

**The Court will hold a final fairness hearing on \_\_\_\_\_. You can visit [www.solarwelcomechecklitigation.com](http://www.solarwelcomechecklitigation.com) to learn more and review the motion for approval and attorneys' fees request.**

### Key things to know:

- This is not a solicitation from a lawyer. You are not being sued.
- If you do not opt out, any ruling from the court will apply to you, and you will not be able to sue Salal Credit Union about the same issues.
- You can learn more at [www.solarwelcomechecklitigation.com](http://www.solarwelcomechecklitigation.com) or by scanning the QR code on this postcard. If you have questions, please call \_\_\_\_\_.

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# Court-Approved Legal Notice



This is an important notice about a class action lawsuit. You have been identified as a potential settlement class member and may be entitled to money.

To update address visit [www.GranadosEFTAsettlement.com](http://www.GranadosEFTAsettlement.com)  
Notice ID: <<noticeid>>  
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