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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Mark Smilovits, Individually and on Behalf )  
of All Others Similarly Situated, )

Plaintiff, )

vs. )

First Solar, Inc., Michael J. Ahearn, Robert )  
J. Gillette, Mark R. Widmar, Jens )  
Meyerhoff, James Zhu, Bruce Sohn and )  
David Eaglesham, )

Defendants. )

No. CV-12-00555-PHX-DGC

CLASS ACTION

ORDER GRANTING PRELIMINARY  
APPROVAL PURSUANT TO FED. R.  
CIV. P. 23(E)(1) AND PERMITTING  
NOTICE TO THE CLASS

1           WHEREAS, an action pending before this Court is styled *Smilovits v. First Solar,*  
2 *Inc. et al.*, No. 2:12-cv-00555-DGC (D. Ariz.) (the “Litigation”);

3           WHEREAS, Lead Plaintiffs having made a motion, pursuant to Federal Rule of  
4 Civil Procedure 23(e), for an order preliminarily approving the Settlement of this  
5 Litigation, in accordance with a Stipulation of Settlement, dated February 13, 2020 (the  
6 “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and  
7 conditions for a proposed Settlement of the Litigation between the Settling Parties and for  
8 dismissal of the Litigation with prejudice upon, and subject to, the terms and conditions set  
9 forth therein; and the Court having read and considered: (1) the motion for preliminary  
10 approval of the Settlement, and the papers filed and arguments made in connection  
11 therewith, and (2) the Stipulation and the exhibits annexed thereto;

12           WHEREAS, the Settling Parties having consented to the entry of this Order; and

13           WHEREAS, unless otherwise defined, all terms used herein have the same  
14 meanings as set forth in the Stipulation.

15           NOW, THEREFORE, IT IS HEREBY ORDERED:

16           1.     The Court has reviewed the Stipulation and does hereby preliminarily  
17 approve the Stipulation and the Settlement set forth therein as fair, reasonable and  
18 adequate, subject to further consideration at the Final Approval Hearing (as defined in ¶3  
19 below).

20           2.     The Court preliminarily finds that the proposed Settlement should be  
21 approved as: (i) it is the result of serious, extensive arm’s-length and non-collusive  
22 negotiations; (ii) falling within a range of reasonableness warranting final approval;  
23

1 (iii) having no obvious deficiencies; (iv) there is no substantive deviation from the Class  
2 previously certified by the Court; and (v) warranting notice of the proposed Settlement to  
3 Class Members and further consideration of the Settlement at the Final Approval Hearing  
4 described below.  
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6 3. A hearing shall be held before this Court on **June 30, 2020, at 1:30 p.m.** (the  
7 “Final Approval Hearing”), at the Sandra Day O’Connor United States Courthouse, United  
8 States District Court for the District of Arizona, 401 West Washington Street, Phoenix,  
9 AZ, in Courtroom 603, to determine whether the proposed Settlement of the Litigation on  
10 the terms and conditions provided for in the Stipulation is fair, reasonable and adequate to  
11 the Class and should be approved by the Court; to determine whether a Judgment as  
12 provided in ¶1.11 of the Stipulation should be entered; to determine whether the proposed  
13 Plan of Allocation should be approved; to determine the amount of attorneys’ fees, costs,  
14 charges and expenses that should be awarded to Lead Counsel; to determine any award to  
15 Lead Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4); to hear any objections by Class  
16 Members to: (i) the Settlement or Plan of Allocation; (ii) the award of attorneys’ fees and  
17 expenses to Lead Counsel; and (iii) awards to Lead Plaintiffs pursuant to 15 U.S.C. §78u-  
18 4(a)(4); and to consider such other matters the Court deems appropriate. The Court may  
19 adjourn the Final Approval Hearing without further notice to the Class.  
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23 4. The Court approves the form, substance, and requirements of the Notice of  
24 Proposed Settlement of Class Action (“Notice”) and Proof of Claim and Release,  
25 substantially in the forms annexed hereto as Exhibits A-1 and A-2, respectively.  
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1           5.       The Court approves the form of the Summary Notice of Proposed Settlement  
2 of Class Action (“Summary Notice”), substantially in the form annexed hereto as Exhibit  
3 A-3.

4           6.       The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed  
5 to supervise and administer the notice procedure as well as the processing of claims as  
6 more fully set forth below.

7           7.       Not later than **March 25, 2020** (the “Notice Date”), the Claims Administrator  
8 shall cause a copy of the Notice and Proof of Claim and Release, substantially in the forms  
9 annexed hereto, to be mailed by First-Class Mail to all Class Members who can be  
10 identified with reasonable effort and to be posted on the case-designated website,  
11 [www.FirstSolarSecuritiesLitigation.com](http://www.FirstSolarSecuritiesLitigation.com).

12           8.       Not later than **April 1, 2020**, the Claims Administrator shall cause the  
13 Summary Notice to be published once in *The Wall Street Journal*, and once over a national  
14 newswire service.

15           9.       At least seven (7) calendar days prior to the Final Approval Hearing, Lead  
16 Counsel shall serve on Defendants’ Counsel and file with the Court proof, by affidavit or  
17 declaration, of such mailing and publishing.

18           10.      The Claims Administrator shall use reasonable efforts to give notice to  
19 nominee purchasers such as brokerage firms and other persons or entities who purchased  
20 or otherwise acquired First Solar publicly-traded securities between April 30, 2008 and  
21 February 28, 2012, inclusive, as record owners but not as beneficial owners. Such nominee  
22 purchasers are directed, within fourteen (14) business days of their receipt of the Notice,  
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1 to either forward copies of the Notice and Proof of Claim and Release to their beneficial  
2 owners or to provide the Claims Administrator with lists of the names and addresses of the  
3 beneficial owners, and the Claims Administrator is ordered to send the Notice and Proof  
4 of Claim and Release promptly to such identified beneficial owners. Nominee purchasers  
5 who elect to send the Notice and Proof of Claim and Release to their beneficial owners  
6 shall send a statement to the Claims Administrator confirming that the mailing was made  
7 as directed. Additional copies of the Notice shall be made available to any record holder  
8 requesting such for the purpose of distribution to beneficial owners, and such record  
9 holders shall be reimbursed from the Settlement Fund, upon receipt by the Claims  
10 Administrator of proper documentation, for the reasonable expense of sending the Notice  
11 and Proof of Claim and Release to beneficial owners.  
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15 11. The form and content of the notice program described herein and the methods  
16 set forth herein for notifying the Class of (a) the Settlement and its terms and conditions,  
17 (b) the Fee and Expense Application, and (c) the Plan of Allocation, meet the requirements  
18 of Rule 23 of the Federal Rules of Civil Procedure, the Private Securities Litigation Reform  
19 Act of 1995 and due process, constitute the best notice practicable under the circumstances,  
20 and shall constitute due and sufficient notice to all Persons entitled thereto.  
21

22 12. All fees, costs, and expenses incurred in identifying and notifying Members  
23 of the Class shall be paid from the Settlement Fund and in no event shall any of the  
24 Released Persons bear any responsibility or liability for such fees, costs, or expenses.  
25

26 13. All Class Members (except Persons who requested exclusion pursuant to the  
27 Notice of Pendency of Class Action provided in December, 2013 and plaintiffs in the action  
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1 entitled *Maverick Fund, L.D.C. v. First Solar, Inc. et al.*, No. 2:15-cv-01156-DGC (D.  
2 Ariz.)) shall be bound by all determinations and judgments in the Litigation concerning the  
3 Settlement, including, but not limited to, the releases provided for therein, whether  
4 favorable or unfavorable to the Class, regardless of whether such Persons seek or obtain  
5 by any means, including, without limitation, by submitting a Proof of Claim and Release  
6 or any similar document, any distribution from the Settlement Fund or the Net Settlement  
7 Fund.  
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10 14. Class Members who wish to participate in the Settlement shall complete and  
11 submit a Proof of Claim and Release in accordance with the instructions contained therein.  
12 Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted  
13 electronically no later than **July 1, 2020**. Any Class Member who does not submit a Proof  
14 of Claim and Release within the time provided shall be barred from sharing in the  
15 distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the  
16 Court, but shall nevertheless be bound by any final judgment entered by the Court.  
17 Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not the  
18 obligation) to accept late-submitted claims for processing by the Claims Administrator so  
19 long as distribution of the Net Settlement Fund is not materially delayed thereby. No  
20 person shall have any claim against Lead Plaintiffs, Lead Counsel or the Claims  
21 Administrator by reason of the decision to exercise such discretion whether to accept late  
22 submitted claims.  
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1           15. Any Member of the Class may enter an appearance in the Litigation, at his,  
2 her, or its own expense, individually or through counsel of his, her, or its own choice. If  
3 they do not enter an appearance, they will be represented by Lead Counsel.  
4

5           16. Any Member of the Class may appear at the Final Approval Hearing and  
6 object if he, she, or it has any reason why the proposed Settlement of the Litigation should  
7 not be approved as fair, reasonable and adequate, or why a judgment should not be entered  
8 thereon, why the Plan of Allocation should not be approved, or why attorneys' fees,  
9 together with costs, charges and expenses should not be awarded or awards to Lead  
10 Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) should not be awarded; provided, however,  
11 that no Class Member or any other Person shall be heard at the Final Approval Hearing or  
12 entitled to contest the approval of the terms and conditions of the proposed Settlement, or,  
13 if approved, the Judgment to be entered thereon approving the same, or the order approving  
14 the Plan of Allocation, or any attorneys' fees, together with costs and expenses to be  
15 awarded to Lead Counsel or any award to Lead Plaintiffs, unless the Person objecting has  
16 filed said written objections and copies of any papers and briefs with the Clerk of the United  
17 States District Court for the District of Arizona and mailed copies thereof by first-class  
18 mail to Robbins Geller Rudman & Dowd LLP, Daniel S. Drosman, 655 West Broadway,  
19 Suite 1900, San Diego, CA 92101, and Cravath, Swaine & Moore LLP, Daniel Slifkin,  
20 Worldwide Plaza, 828 Eighth Avenue, New York, NY 10019 no later than **June 9, 2020**.  
21 Any Member of the Class who does not make his, her, or its objection in the manner  
22 provided shall be deemed to have waived such objection and shall forever be foreclosed  
23 from making any objection to the fairness, reasonableness or adequacy of the proposed  
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1 Settlement as incorporated in the Stipulation, to the Plan of Allocation, or to the award of  
2 fees, costs, charges and expenses to Lead Counsel or Lead Plaintiffs, unless otherwise  
3 ordered by the Court. Attendance at the Final Approval Hearing is not necessary.  
4 However, Persons wishing to be heard orally in opposition to the approval of the  
5 Settlement, the Plan of Allocation, and/or the application for an award of fees, costs,  
6 charges and expenses are required to indicate in their written objection their intention to  
7 appear at the hearing and to include in their written objections the identity of any witnesses  
8 they may call to testify and copies of any exhibits they intend to introduce into evidence at  
9 the Final Approval Hearing. Class Members do not need to appear at the Final Approval  
10 Hearing or take any other action to indicate their approval.  
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13           17. Any Class Member who does not object to the Settlement, the Plan of  
14 Allocation, or Lead Counsel's application for an award of attorneys' fees, costs, charges  
15 and expenses in the manner prescribed herein and in the Notice shall be deemed to have  
16 waived such objection, and shall forever be foreclosed from making any objection to the  
17 fairness, adequacy or reasonableness of the proposed Settlement, this Order and the  
18 Judgment to be entered approving the Settlement, the Plan of Allocation and/or the  
19 application by Lead Counsel for an award of attorneys' fees together with costs, charges  
20 and expenses.  
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23           18. All funds held by the Escrow Agent shall be deemed and considered to be in  
24 *custodia legis*, and shall remain subject to the jurisdiction of the Court, until such time as  
25 such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the  
26 Court.  
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1           19. Any application by Lead Counsel for attorneys' fees, costs, charges and  
2 expenses, and awards to Lead Plaintiffs, shall be filed and served no later than **April 24,**  
3 **2020.** All papers in support of the Settlement and Plan of Allocation shall be filed and  
4 served no later than **May 22, 2020.** Any reply papers shall be filed and served no later than  
5 **June 23, 2020.**

7           20. The Released Persons shall have no responsibility for the Plan of Allocation  
8 or any application for attorneys' fees, costs, charges or expenses submitted by Lead  
9 Counsel.

11           21. At or after the Final Approval Hearing, the Court shall determine whether  
12 the Plan of Allocation proposed by Lead Counsel, and any application for attorneys' fees,  
13 costs, charges and expenses, should be approved. The Court reserves the right to enter the  
14 Order and Final Judgment approving the Settlement regardless of whether it has approved  
15 the Plan or Allocation or awarded attorneys' fees and/or costs, charges and expenses.

17           22. All reasonable expenses incurred in identifying and notifying Class Members  
18 as well as administering the Settlement Fund shall be paid as set forth in the Stipulation.  
19 In the event the Court does not approve the Settlement, or it otherwise fails to become  
20 effective, neither Lead Plaintiffs nor Lead Counsel nor the Claims Administrator shall have  
21 any obligation to repay any amounts actually and properly incurred or disbursed pursuant  
22 to ¶¶2.11 or 2.13 of the Stipulation.

23  
24           23. Neither this Order nor the Stipulation, nor any of their respective terms or  
25 provisions, nor any of the negotiations, discussions, proceedings connected with them, nor  
26 any act performed or document executed pursuant to or in furtherance of the Stipulation or  
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1 the Settlement or this Order may be construed as an admission or concession by the  
2 Defendants or any other Released Persons of the truth of any of the allegations in the  
3 Litigation, or of any liability, fault, or wrongdoing of any kind, or offered or received in  
4 evidence, or otherwise used by any person in the Litigation, or in any other action or  
5 proceeding, whether civil, criminal, or administrative, in any court, administrative agency,  
6 or other tribunal, except in connection with any proceeding to enforce the terms of the  
7 Stipulation or this Order. The Released Persons, Lead Plaintiffs, Class Members, and each  
8 of their counsel may file the Stipulation, and/or this Order and/or the Judgment in any  
9 action that may be brought against them in order to support a defense or counterclaim based  
10 on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment  
11 bar or reduction or any other theory of claim preclusion or issue preclusion or similar  
12 defense or counterclaim.  
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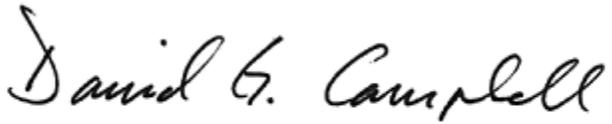
16       24. All proceedings in the Litigation are stayed until further order of this Court,  
17 except as may be necessary to implement the Settlement or comply with the terms of the  
18 Stipulation or this Order. Pending final determination of whether the Settlement should be  
19 approved, neither the Lead Plaintiffs nor any Class Member, either directly,  
20 representatively, or in any other capacity shall commence or prosecute against any of the  
21 Released Persons any action or proceeding in any court or tribunal asserting any of the  
22 Released Claims.  
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24       25. The Court reserves the right to alter the time or the date of the Final Approval  
25 Hearing without further notice to Class Members, and retains jurisdiction to consider all  
26 further applications arising out of or connected with the proposed Settlement. The Court  
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1 may approve the Settlement, with such modifications as may be agreed to by the Settling  
2 Parties, if appropriate, without further notice to the Class.

3           26. If the Settlement fails to become effective as defined in the Stipulation or is  
4 terminated, then, in any such event, the Stipulation, including any amendment(s) thereof,  
5 except as expressly provided in the Stipulation, and this Order shall be null and void, of no  
6 further force or effect, and without prejudice to any Settling Party, and may not be  
7 introduced as evidence or used in any actions or proceedings by any person or entity against  
8 the Settling Parties, and they shall be deemed to have reverted to their respective litigation  
9 positions as of January 5, 2020.  
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11           Dated this 2nd day of March, 2020.

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16 David G. Campbell  
17 Senior United States District Judge  
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# EXHIBIT A-1

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ROBBINS GELLER RUDMAN & DOWD LLP  
Daniel S. Drosman (CA SBN 200643) (Admitted *pro hac vice*)  
Luke O. Brooks (CA SBN 212802) (Admitted *pro hac vice*)  
Ellen Gusikoff Stewart (CA SBN 144892) (Admitted *pro hac vice*)  
Jessica T. Shinnefield (CA SBN 234432) (Admitted *pro hac vice*)  
Darryl J. Alvarado (CA SBN 253213) (Admitted *pro hac vice*)  
Christopher D. Stewart (CA SBN 270448) (Admitted *pro hac vice*)  
Hillary B. Stakem (CA SBN 286152) (Admitted *pro hac vice*)  
J. Marco Janoski Gray (CA SBN 306547) (Admitted *pro hac vice*)  
Ting H. Liu (CA SBN 307747) (Admitted *pro hac vice*)  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)  
dand@rgrdlaw.com  
lukeb@rgrdlaw.com  
elleng@rgrdlaw.com  
jshinnefield@rgrdlaw.com  
dalvarado@rgrdlaw.com  
cstewart@rgrdlaw.com  
hstakem@rgrdlaw.com  
mjanoski@rgrdlaw.com  
tliu@rgrdlaw.com

Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Mark Smilovits, Individually and on Behalf  
of All Others Similarly Situated,

Plaintiff,

vs.

First Solar, Inc., Michael J. Ahearn, Robert  
J. Gillette, Mark R. Widmar, Jens  
Meyerhoff, James Zhu, Bruce Sohn and  
David Eaglesham,

Defendants.

No. 2:12-cv-00555-DGC

CLASS ACTION

NOTICE OF PROPOSED SETTLEMENT  
OF CLASS ACTION

EXHIBIT A-1

1 **TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR OTHERWISE**  
2 **ACQUIRED THE PUBLICLY-TRADED SECURITIES OF FIRST SOLAR,**  
3 **INC. (“FIRST SOLAR”) DURING THE PERIOD BETWEEN APRIL 30, 2008**  
4 **AND FEBRUARY 28, 2012, INCLUSIVE (THE “CLASS PERIOD”)**

5 **IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST**  
6 **TIMELY SUBMIT A PROOF OF CLAIM AND RELEASE FORM BY**  
7 **\_\_\_\_\_ , 2020.**

8 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A**  
9 **LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY**  
10 **AND IN ITS ENTIRETY.**

11 **WHY SHOULD I READ THIS NOTICE?**

12 This Notice is given pursuant to an order issued by the United States District Court for  
13 the District of Arizona (the “Court”). This Notice serves to inform you of the proposed  
14 settlement of the above-captioned class action lawsuit for \$350,000,000.00 in cash (the  
15 “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to be held by the Court to  
16 consider the fairness, reasonableness, and adequacy of the Settlement, as set forth in the  
17 Stipulation of Settlement dated February 13, 2020 (the “Stipulation”), by and between Lead  
18 Plaintiffs Mineworkers’ Pension Scheme and British Coal Staff Superannuation Scheme on  
19 behalf of themselves and the Class (as defined below), on the one hand, and Defendants First  
20 Solar, Michael J. Ahearn, Robert J. Gillette, Mark R. Widmar, Jens Meyerhoff, James Zhu,  
21 Bruce Sohn and David Eaglesham, on the other hand (collectively, “Defendants”).<sup>1</sup>

22 **This Notice is intended to inform you how this lawsuit and proposed Settlement**  
23 **may affect your rights and what steps you may take in relation to it. This Notice is**  
24 **different than the one you previously received advising you of the pendency of this**  
25 **Litigation. This Notice is NOT an expression of any opinion by the Court as to the**  
26 **merits of the claims or defenses asserted in the lawsuit or whether the Defendants**  
27 **engaged in any wrongdoing.**

28 **YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT**

<b>SUBMIT A PROOF OF CLAIM AND RELEASE</b>	The only way to be eligible to receive a payment from the Settlement. <b>Proofs of Claim and Release must be postmarked (if mailed) or received (if submitted online) on or before _____, 2020.</b>
--	---

<sup>1</sup> The Stipulation can be viewed and/or downloaded at [www.FSLRSecurities Litigation.com](http://www.FSLRSecuritiesLitigation.com). All capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

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<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION</b>	Write to the Court about why you do not like the Settlement, the Plan of Allocation and/or the request for attorneys' fees and expenses. <b>Objections must be postmarked on or before _____, 2020.</b>
<b>GO TO THE HEARING ON _____, 2020, AND FILE A NOTICE OF INTENTION TO APPEAR</b>	Ask to speak in Court about the fairness of the Settlement. <b>Requests to speak must be postmarked on or before _____, 2020. If you submit a written objection, you may (but you do not have to) attend the hearing.</b>
<b>DO NOTHING</b>	Receive no payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Person about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

1 **SUMMARY OF THIS NOTICE**

2 **Description of the Litigation and the Class**

3 This Notice relates to a proposed settlement of claims in a pending securities class  
4 action brought by First Solar investors alleging, among other things, that Defendants violated  
5 the federal securities laws by making materially false and misleading statements or omitting  
6 to state facts necessary to make statements not misleading in public filings and other public  
7 statements during the Class Period. A more detailed description of the Litigation is set forth  
8 on pages \_\_\_\_ below. The proposed Settlement, if approved by the Court, will settle claims  
9 of the Class, as defined on pages \_\_\_\_ below.

8 **Statement of Class Recovery**

9 Pursuant to the Settlement described herein, a \$350,000,000.00 settlement fund has  
10 been established (the "Settlement Amount"). The Settlement Amount together with any  
11 interest earned thereon is the "Settlement Fund." The Settlement Fund, less (a) any taxes, (b)  
12 any Notice and Administration Expenses, and (c) any attorneys' fees and litigation costs,  
13 charges and expenses (including any awards to Lead Plaintiffs of their costs and expenses in  
14 representing the Class) awarded by the Court, will be distributed to Class Members in  
15 accordance with a plan of allocation that is approved by the Court. The proposed plan of  
16 allocation (the "Plan of Allocation") is set forth on pages \_\_\_\_ below. Based on Lead  
17 Plaintiffs' estimate of the number of First Solar publicly-traded securities eligible to recover,  
18 the average distribution under the Plan of Allocation is roughly \$2.58 per common share,  
19 before deduction of any taxes on the income earned on the Settlement Fund, Notice and  
20 Administration Expenses, and allowable attorneys' fees and expenses (including any awards  
21 to Lead Plaintiffs) as determined by the Court. **Class Members should note, however, that  
22 these are only estimates.** A Class Member's actual recovery will be a proportion of the Net  
23 Settlement Fund determined by that claimant's claims as compared to the total claims of all  
24 Class Members who submit acceptable Proofs of Claim. An individual Class Member may  
25 receive more or less than these estimated average amounts. *See* Plan of Allocation set forth  
26 and discussed at pages \_\_\_\_ below for more information on the calculation of your claim.

21 **Statement of Potential Outcome of Case**

22 The Settling Parties disagree on both liability and damages and do not agree on the  
23 amount of damages per security, if any, that would be recoverable if the Class prevailed on  
24 each claim alleged. Defendants deny that they are liable to the Class and deny that the Class  
25 has suffered any injury or damages. The issues on which the parties disagree are many, but  
26 include: (1) whether Defendants engaged in conduct that would give rise to any liability to  
27 the Class under the federal securities laws; (2) whether Defendants have valid defenses to  
28 any such claims of liability; (3) the appropriate economic model for determining the amount  
by which the prices of First Solar publicly-traded securities were allegedly artificially  
inflated (if at all) during the Class Period; (4) the amount, if any, by which the prices of First  
Solar publicly-traded securities were allegedly artificially inflated (if at all) during the Class  
Period; (5) the effect of various market forces on the prices of First Solar publicly-traded

1 securities at various times during the Class Period; (6) the extent to which external factors  
2 influenced the price of First Solar publicly-traded securities at various times during the Class  
3 Period; (7) the extent to which the various matters that Lead Plaintiffs alleged were  
4 materially false or misleading influenced (if at all) the prices of First Solar publicly-traded  
5 securities at various times during the Class Period; and (8) the extent to which the various  
allegedly adverse material facts that Lead Plaintiffs alleged were omitted influenced (if at all)  
the price of First Solar publicly-traded securities during the Class Period.

6 **Statement of Attorneys' Fees and Expenses Sought**

7 Lead Counsel will apply to the Court on behalf of all Plaintiffs' Counsel for an award  
8 of attorneys' fees not to exceed nineteen percent (19%) of the Settlement Amount, plus costs,  
9 charges and expenses not to exceed \$6 million, including awards to Lead Plaintiffs not to  
10 exceed \$100,000 in the aggregate pursuant to 15 U.S.C. §78u-4(a)(4) in connection with  
11 their representation of the Class, plus interest earned on these amounts at the same rate  
12 earned by the Settlement Fund. Since the Litigation's inception, Lead Counsel have  
13 expended considerable time and effort in the prosecution of this Litigation on a wholly  
14 contingent basis and have advanced the expenses of the Litigation in the expectation that if  
15 they were successful in obtaining a recovery for the Class they would be paid from such  
16 recovery. The requested attorneys' fees, costs, charges and expenses amount to an average  
17 cost of approximately \$0.53 per allegedly damaged First Solar common share. The average  
18 cost per damaged share will vary depending on the number of acceptable Proofs of Claim  
19 submitted.

20 All briefs and declarations in support of Lead Counsel's fee and expense application  
21 will be filed with the Court and posted on the settlement website,  
22 [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com), by April 24, 2020.

23 **Further Information**

24 For further information regarding the Litigation or this Notice or to review the  
25 Stipulation, please contact the Claims Administrator toll-free at 866-688-4903, or visit the  
26 website [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com).

27 You may also contact a representative of counsel for the Class: Rick Nelson,  
28 Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway,  
Suite 1900, San Diego, CA 92101, 1-800-449-4900, [www.rgrdlaw.com](http://www.rgrdlaw.com).

**Please Do Not Call the Court or Defendants with Questions About the  
Settlement.**

**Reasons for the Settlement**

Lead Plaintiffs' principal reason for entering into the Settlement is the benefit to the  
Class now, without further risk or the delays inherent in continued litigation. The cash  
benefit under the Settlement must be considered against the significant risk that a smaller

1 recovery – or, indeed, no recovery at all – might be achieved after trial, and likely appeals, a  
2 process that could last several years into the future.

3 Defendants have denied and continue to deny each and all of the claims alleged by  
4 Lead Plaintiffs in the Litigation. Defendants expressly have denied and continue to deny all  
5 charges of wrongdoing or liability against them arising out of any of the conduct, statements,  
6 acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also  
7 have denied and continue to deny, among other things, the allegations that Lead Plaintiffs or  
8 the Class have suffered any damage, or that Lead Plaintiffs or the Class were harmed by the  
9 conduct alleged in the Litigation. For Defendants, the principal reason for entering into the  
10 Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation,  
11 especially in complex cases such as this Litigation. Defendants have concluded that further  
12 conduct of this Litigation could be expensive, protracted and distracting.

### 13 **WHAT IS THIS LAWSUIT ABOUT?**

#### 14 **THE ALLEGATIONS**

15 The Litigation is currently pending before the Honorable David G. Campbell in the  
16 United States District Court for the District of Arizona (the “Court”). The initial complaint  
17 in this action was filed on March 15, 2012. On July 23, 2012, the Court appointed  
18 Mineworkers’ Pension Scheme and British Coal Staff Superannuation Scheme as Lead  
19 Plaintiffs and Robbins Geller Rudman & Dowd LLP (“Robbins Geller”) as Lead Counsel.

20 Lead Plaintiffs’ First Amended Complaint for Violation of the Federal Securities  
21 Laws (the “Complaint”) alleges that Defendants violated §§10(b) and 20(a) of the Securities  
22 Exchange Act of 1934. More specifically, Lead Plaintiffs allege that Defendants issued  
23 materially false and misleading statements and omitted material information regarding its  
24 solar modules. Lead Plaintiffs further allege that when the true facts regarding the solar  
25 modules were revealed, that artificial inflation was removed from the prices of First Solar  
26 securities, causing the prices to drop and damaging members of the Class.

27 Defendants deny all of Lead Plaintiffs’ allegations. Defendants contend that they did  
28 not make any false or misleading statements and that they disclosed all information required  
to be disclosed by the federal securities laws.

**29 THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE  
30 LIABLE TO LEAD PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT  
31 INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH  
32 RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LITIGATION OR  
33 THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS  
34 SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS  
35 ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.**

## PROCEDURAL HISTORY

1  
2 The Settling Parties vigorously litigated this case for seven years. The Parties  
3 litigated Defendants' motion to dismiss the Complaint, and thereafter engaged in extensive  
4 fact and class-related discovery which included the exchange of more than 515,000  
5 documents and the taking of more than 20 depositions, including Lead Plaintiffs,  
6 Defendants, and non-parties. After full briefing the Court certified the Class and notice of  
7 the pendency of the Litigation was provided in December 2013. The Settling Parties also  
8 briefed and argued Defendants' motion for summary judgment and appeal from the Court's  
9 order denying the motion, and briefed Defendants' petition for certiorari to the United States  
10 Supreme Court. Following the completion of the appellate proceedings, the Parties engaged  
11 in expert discovery including the exchange of 15 expert reports from 11 experts, depositions  
12 of 10 experts, and production of expert-related documents. After expert discovery, the  
13 parties prepared for trial, including submission of a proposed joint pretrial order, and  
14 attended a final pre-trial conference on December 18, 2019.

15 The Settling Parties were scheduled to begin the trial of this Litigation in January  
16 2020. In anticipation of the trial, the Settling Parties briefed 38 motions *in limine* and nine  
17 motions to exclude expert testimony.

18 The Settling Parties also participated in multiple in-person mediation sessions as well  
19 as numerous telephonic conferences over several years with the Honorable Layn R. Phillips  
20 (Ret.), a retired United States District Court Judge and an experienced mediator. The  
21 Settling Parties engaged in good-faith, arm's-length negotiations during the earlier mediation  
22 sessions, but were unable to reach an agreement. The Settling Parties pursued litigation  
23 while settlement discussions continued through Judge Phillips. On January 5, 2020, the  
24 Settling Parties reached an agreement in principle to resolve the Litigation, subject to the  
25 negotiation of the terms of a Stipulation of Settlement and approval by the Court.

## HOW DO I KNOW IF I AM A CLASS MEMBER?

26 If you purchased or otherwise acquired First Solar publicly-traded securities during  
27 the period between April 30, 2008 and February 28, 2012, inclusive, and are not otherwise  
28 excluded, you are a Class Member. As set forth in the Stipulation, excluded from the Class  
are: Defendants, members of the immediate families of each of the Defendants, the officers  
and directors of First Solar, at all relevant times, members of their immediate families and  
their legal representatives, heirs, successors or assigns and any entity in which Defendants  
had a controlling interest.

Additionally, the Class excludes the plaintiffs in the litigation captioned *Maverick  
Fund, L.D.C. v. First Solar, Inc., et al.*, No. 2:15-cv-01156-DGC (D. Ariz.). Also excluded  
from the Class is any Class Member who timely and validly requested exclusion in  
accordance with the requirements set by the Court in connection with the Notice of Pendency  
of Class Action previously provided to the Class.

1           **PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member  
2 or that you will be entitled to receive a payment from the Settlement. If you are a Class  
3 Member and you wish to be eligible to participate in the distribution of proceeds from the  
4 Settlement, you are required to submit the Proof of Claim and Release that is being  
5 distributed with this Notice and the required supporting documentation as set forth therein  
6 postmarked or submitted online on or before \_\_\_\_\_, 2020.

7           **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

8           The Settlement, if approved, will result in the creation of a cash settlement fund of  
9 \$350,000,000.00. This fund, plus accrued interest and minus the costs of this Notice and all  
10 costs associated with the administration of the Settlement, as well as attorneys' fees and  
11 expenses, and the awards to Lead Plaintiffs in connection with representing the Class, as  
12 approved by the Court (the "Net Settlement Fund"), will be distributed to eligible Class  
13 Members pursuant to the Plan of Allocation that is described in the next section of this  
14 Notice.

15           **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

16           **A. How will my claim be calculated?**

17           1. As discussed above, the Settlement provides \$350,000,000.00 in cash for the  
18 benefit of the Class. The Settlement Amount and any interest it earns constitute the  
19 "Settlement Fund." The Settlement Fund, after deduction of Court-approved attorneys' fees  
20 and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses  
21 approved by the Court, is the "Net Settlement Fund." If the Settlement is approved by the  
22 Court, the Net Settlement Fund will be distributed to eligible Authorized Claimants – *i.e.*,  
23 members of the Class who timely submit valid Claim Forms that are accepted for payment  
24 by the Court – in accordance with this proposed Plan of Allocation ("Plan of Allocation" or  
25 "Plan") or such other plan of allocation as the Court may approve. Class Members who do  
26 not timely submit valid Claim Forms will not share in the Net Settlement Fund, but will  
27 otherwise be bound by the Settlement. The Court may approve this proposed Plan of  
28 Allocation, or modify it, without additional notice to the Class. Any order modifying the  
Plan of Allocation will be posted on the settlement website,  
[www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com).

29           2. The objective of the Plan of Allocation is to distribute the Settlement proceeds  
30 equitably among those Class Members who suffered economic losses as a proximate result  
31 of the alleged wrongdoing. The Plan of Allocation is not a formal damage analysis, and the  
32 calculations made in accordance with the Plan of Allocation are not intended to be estimates  
33 of, or indicative of, the amounts that Class Members might have been able to recover after a  
34 trial. Nor are the calculations in accordance with the Plan of Allocation intended to be  
35 estimates of the amounts that will be paid to Authorized Claimants under the Settlement.  
36 The computations under the Plan of Allocation are only a method to weigh, in a fair and  
37 equitable manner, the claims of Authorized Claimants against one another for the purpose of  
38 making *pro rata* allocations of the Net Settlement Fund.

1           3.       The Plan of Allocation is intended to compensate Class Members who  
2 purchased or acquired First Solar, Inc. (“First Solar”) common stock during the period April  
3 30, 2008 through February 28, 2012, inclusive (“Class Period”) and were damaged thereby  
4 under the Securities Exchange Act of 1934 (“Exchange Act”)

4           4.       For purposes of determining the amount a Claimant may recover under the  
5 Plan, Lead Counsel conferred with their damages consultants and the Plan reflects an  
6 assessment of the daily per share artificial inflation amounts which allegedly were  
7 proximately caused by Defendants’ alleged false and misleading statements and material  
8 omissions. In calculating the estimated artificial inflation allegedly caused by Defendants’  
9 alleged misrepresentations and omissions, Plaintiffs’ damages expert considered price  
10 changes in First Solar common stock in reaction to certain public announcements regarding  
11 First Solar in which such misrepresentations and material omissions were alleged to have  
12 been revealed to the market, adjusting for price changes that were attributable to market or  
13 industry forces, the allegations in the Complaint, and the evidence developed in support  
14 thereof, as advised by Lead Counsel.

11           5.       In order to have recoverable damages in connection with purchases and/or  
12 acquisitions of First Solar common stock during the Class Period, disclosure(s) of the  
13 allegedly misrepresented or omitted information must be the cause of the decline in the price  
14 of First Solar common stock. In this case, Plaintiffs allege that Defendants made false  
15 statements and omitted material facts during the Class Period, which had the effect of  
16 artificially inflating the prices of First Solar common stock. As the result of the alleged  
17 corrective disclosures, artificial inflation was removed from the price of First Solar common  
18 stock on July 30, 2010, February 25, 2011, May 4, 2011, December 14, 2011, February 29,  
19 2012, and March 1, 2012.

#### 17           **B.       Calculation of Recognized Loss**

18           1.       To the extent there are sufficient funds in the Net Settlement Fund, each  
19 Claimant will receive an amount equal to the Claimant’s “Recognized Loss,” as described  
20 below. If, however, as expected, the amount in the Net Settlement Fund is not sufficient to  
21 permit payment of the total Recognized Loss of each Claimant, then each Claimant shall be  
22 paid the percentage of the Net Settlement Fund that each Claimant’s Recognized Loss bears  
23 to the total of the Recognized Loss of all Claimants – *i.e.*, the Claimant’s pro rata share of  
24 the Net Settlement Fund.

23           2.       For each Settlement Class Period purchase of First Solar common stock that is  
24 properly documented, a “Recognized Loss” will be calculated according to the formulas  
25 described below. If a Recognized Loss Amount calculates to a negative number or zero  
26 under the formulas below, that Recognized Loss Amount will be zero.

26           3.       Estimated damages and the Plan were developed based on an event study  
27 analysis, which determines how much artificial inflation was in the stock price on each day  
28 during the Class Period by measuring how much the stock price was inflated as a result of

1 alleged misrepresentations and omissions and declined as a result of disclosures that  
2 corrected the alleged misrepresentations and omissions. Because the alleged corrective  
3 disclosures reduced the artificial inflation in stages over the course of the Class Period, the  
4 damages suffered by any particular Claimant depend on when that Claimant purchased and  
5 sold shares, or retained shares beyond the end of the Class Period.

6 4. Table 1 provides the per share amount of artificial inflation in First Solar  
7 common stock during the Class Period for specified periods. Each Claimant's Recognized  
8 Losses, if any, will be computed as follows:

9 (a) Sold with an equal, or greater, amount of artificial inflation (see Table  
10 1), the Recognized Loss per share is zero.

11 (b) Sold prior to July 30, 2010 the Recognized Loss per share is zero.

12 (c) Sold on or after July 30, 2010 and prior to the close of trading on March  
13 1, 2012, the Recognized Loss per share is equal to the lesser of:

14 (i) the difference between the per share inflation in the First Solar  
15 common stock price at time of purchase (*see* Table 1) and the per share inflation in the First  
16 Solar common stock price at time of sale (*see* Table 1); and

17 (ii) the difference between the purchase price and the sales price.

18 (d) Retained at the end of March 1, 2012 and sold on or before May 29,  
19 2012 the Recognized Loss per share is equal to the lesser of:

20 (i) the per share inflation in the First Solar common stock price at  
21 time of purchase (*see* Table 1); and

22 (ii) the difference between the purchase price and the average closing  
23 price up to the date of sale as set forth in Table 2 below.

24 (e) Retained as of the close of trading on May 29, 2012 or sold thereafter,  
25 the Recognized Loss per share is equal to the lesser of:

26 (i) the per share inflation in the First Solar common stock price at  
27 time of purchase (*see* Table 1); and

28 (ii) the difference between the purchase price and \$21.37 per share.<sup>2</sup>

<sup>2</sup> Under Section 21(D)(e)(1) of the Exchange Act, "in any private action arising under this Act in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market." Consistent

1           **C.       Additional Provisions**

2           1.       If a Class Member held First Solar common stock at the beginning of the Class  
3 Period or made multiple purchases, acquisitions or sales of First Solar common stock during  
4 or after the Class Period, the starting point for calculating a Claimant’s Recognized Loss is to  
5 match the Claimant’s holdings, purchases and acquisitions to their sales using the FIFO (*i.e.*,  
6 first-in-first-out) method. Under the FIFO method, First Solar common stock sold during the  
7 Class Period will be matched, in chronological order, first against the respective shares held  
8 at the beginning of the Class Period. The remaining sales of First Solar common stock  
9 during the Class Period will then be matched, in chronological order against the respective  
10 security purchased or acquired during the Class Period.

11           2.       Purchases or acquisitions and sales of First Solar common stock shall be  
12 deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or  
13 “payment” date. The receipt or grant by gift, inheritance or operation of law of First Solar  
14 common stock during the Class Period shall not be deemed a purchase, acquisition or sale of  
15 First Solar common stock for the calculation of Recognized Loss, unless (i) the donor or  
16 decedent purchased or otherwise acquired such First Solar common stock during the Class  
17 Period; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the  
18 decedent, or by anyone else with respect to such First Solar common stock; and (iii) it is  
19 specifically so provided in the instrument of gift or assignment.

20           3.       An Authorized Claimant’s Recognized Loss shall be the amount used to  
21 calculate the Authorized Claimant’s *pro rata* share of the Net Settlement Fund. If the sum  
22 total of Recognized Loss of all Authorized Claimants who are entitled to receive payment  
23 out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized  
24 Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro*  
25 *rata* share shall be the Authorized Claimant’s Recognized Loss divided by the total of the  
26 Recognized Loss of all Authorized Claimants, multiplied by the total amount in the Net  
27 Settlement Fund. Given the costs of distribution, the Net Settlement Fund will be allocated  
28 among all Authorized Claimants whose distribution calculates to is \$10.00 or greater.

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with the requirements of the statute, Recognized Loss for First Solar common stock are reduced to  
an appropriate extent by taking into account the closing prices of First Solar common stock during  
the 90-day look-back period. The mean (average) closing price for First Solar common stock during  
this 90-day look-back period was \$21.37 per share as shown in Table 2.

TABLE 1

## First Solar Common Stock Artificial Inflation Per Share

Date Range		Per Share Inflation in Stock Price
4/30/2008	2/21/2010	\$17.79
2/22/2010	7/29/2010	\$28.55
7/30/2010	2/24/2011	\$20.33
2/25/2011	5/3/2011	\$13.06
5/4/2011	12/13/2011	\$8.30
12/14/2011	2/28/2012	\$5.03
	2/29/2012	\$1.86
	On and after 3/1/2012	\$0.00

TABLE 2

## First Solar Common Stock Closing Prices and Average Closing Prices

March 1, 2012 – May 29, 2012

Date	Closing Price	Average Closing Price Between 3/1/2012 and Date Shown	Date	Closing Price	Average Closing Price Between 3/1/2012 and Date Shown
3/1/2012	\$30.42	\$30.42	4/16/2012	\$20.82	\$25.43
3/2/2012	\$30.02	\$30.22	4/17/2012	\$22.96	\$25.35
3/5/2012	\$28.08	\$29.51	4/18/2012	\$21.35	\$25.23
3/6/2012	\$27.63	\$29.04	4/19/2012	\$21.40	\$25.12
3/7/2012	\$25.80	\$28.39	4/20/2012	\$20.65	\$25.00
3/8/2012	\$26.15	\$28.02	4/23/2012	\$19.25	\$24.84
3/9/2012	\$27.49	\$27.94	4/24/2012	\$18.64	\$24.68
3/12/2012	\$25.83	\$27.68	4/25/2012	\$18.30	\$24.52
3/13/2012	\$27.32	\$27.64	4/26/2012	\$18.31	\$24.36
3/14/2012	\$27.10	\$27.58	4/27/2012	\$18.35	\$24.22
3/15/2012	\$27.84	\$27.61	4/30/2012	\$18.40	\$24.08
3/16/2012	\$29.08	\$27.73	5/1/2012	\$18.42	\$23.95
3/19/2012	\$28.67	\$27.80	5/2/2012	\$18.21	\$23.81
3/20/2012	\$27.46	\$27.78	5/3/2012	\$18.07	\$23.69
3/21/2012	\$26.33	\$27.68	5/4/2012	\$16.94	\$23.54
3/22/2012	\$26.95	\$27.64	5/7/2012	\$17.67	\$23.42
3/23/2012	\$26.11	\$27.55	5/8/2012	\$16.54	\$23.27
3/26/2012	\$26.42	\$27.48	5/9/2012	\$16.92	\$23.14
3/27/2012	\$26.11	\$27.41	5/10/2012	\$16.09	\$23.00
3/28/2012	\$25.07	\$27.29	5/11/2012	\$16.14	\$22.87
3/29/2012	\$25.12	\$27.19	5/14/2012	\$16.16	\$22.74
3/30/2012	\$25.05	\$27.09	5/15/2012	\$15.23	\$22.60

Date	Closing Price	Average Closing Price Between 3/1/2012 and Date Shown	Date	Closing Price	Average Closing Price Between 3/1/2012 and Date Shown
4/2/2012	\$24.53	\$26.98	5/16/2012	\$13.98	\$22.44
4/3/2012	\$22.60	\$26.80	5/17/2012	\$14.92	\$22.30
4/4/2012	\$21.73	\$26.60	5/18/2012	\$13.66	\$22.15
4/5/2012	\$20.98	\$26.38	5/21/2012	\$13.83	\$22.00
4/9/2012	\$20.19	\$26.15	5/22/2012	\$13.60	\$21.86
4/10/2012	\$21.38	\$25.98	5/23/2012	\$14.26	\$21.73
4/11/2012	\$22.50	\$25.86	5/24/2012	\$14.22	\$21.60
4/12/2012	\$22.00	\$25.73	5/25/2012	\$14.33	\$21.48
4/13/2012	\$20.83	\$25.57	5/29/2012	\$14.23	\$21.37

Distributions will be made to Authorized Claimants after all claims have been processed, after the Court has finally approved the Settlement, and after any appeals are resolved. If there is any balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class Members. Thereafter, any balance that still remains in the Net Settlement Fund shall be donated to any appropriate non-profit charitable organization(s) serving the public interest that is unaffiliated with any party or their counsel.

Please contact the Claims Administrator or Lead Counsel if you disagree with any determinations made by the Claims Administrator regarding your Proof of Claim and Release. If you are dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class Members and the claims administration process, to decide the issue by submitting a written request.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against Lead Plaintiffs, Lead Counsel, any Claims Administrator, any other Person designated by Lead Plaintiffs' counsel, or any of the Released Persons based on the distributions made substantially in accordance with the Stipulation and the Settlement contained therein, the Plan of Allocation, or further orders of the Court. ***All Class Members who fail to complete and submit a valid and timely Proof of Claim and Release shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound***

1 *by all of the terms of the Settlement, including the terms of any judgment entered and the*  
2 *releases given.*

3 **DO I NEED TO CONTACT LEAD COUNSEL IN ORDER TO PARTICIPATE IN**  
4 **DISTRIBUTION OF THE SETTLEMENT FUND?**

5 No. If you have received this Notice and timely submit your Proof of Claim and  
6 Release to the designated address, you need not contact Lead Counsel. If your address  
7 changes, please contact the Claims Administrator at:

8 *First Solar Securities Litigation*  
9 *c/o Gilardi & Co. LLC*  
10 *P.O. Box 43336*  
11 *Providence, RI 02940-3336*  
12 *Telephone: 866-688-4903*  
13 *www.FSLRSecuritiesLitigation.com*

14 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

15 The Stipulation may be terminated under several circumstances outlined in it. If the  
16 Stipulation is terminated, the Litigation will proceed as if the Stipulation had not been  
17 entered into.

18 **WHAT ARE THE REASONS FOR SETTLEMENT?**

19 The Settlement was reached after contested motion practice directed to the sufficiency  
20 of Lead Plaintiffs' claims. The parties also completed document, deposition, and expert  
21 discovery. Nevertheless, the Court has not reached any final decisions in connection with  
22 Lead Plaintiffs' claims against Defendants. Instead, Lead Plaintiffs and Defendants have  
23 agreed to this Settlement, which was reached with the substantial assistance of a highly  
24 respected mediator. In reaching the Settlement, the parties have avoided the cost, delay and  
25 uncertainty of further litigation.

26 As in any litigation, Lead Plaintiffs and the Class would face an uncertain outcome if  
27 they did not agree to the Settlement. If Lead Plaintiffs succeeded at the upcoming trial,  
28 Defendants would likely file appeals that would postpone final resolution of the case.  
Continuation of the Litigation against Defendants could result in a judgment greater than this  
Settlement. Conversely, continuing the case could result in no recovery at all or a recovery  
that is less than the amount of the Settlement.

Lead Plaintiffs and Lead Counsel believe that this Settlement is fair and reasonable to  
the Members of the Class. They have reached this conclusion for several reasons.  
Specifically, if the Settlement is approved, the Class will receive a certain and immediate  
monetary recovery. Additionally, Lead Counsel believes that the significant and immediate  
benefits of the Settlement, when weighed against the significant risk, delay and uncertainty  
of continued litigation, are a very favorable result for the Class.

1 Defendants are entering into this Settlement because it would be beneficial to avoid  
2 the burden, inconvenience, and expense associated with continuing the Litigation, and the  
3 uncertainty and risks inherent in any litigation. Defendants have determined that it is  
4 desirable and beneficial to them that the Litigation be settled in the manner and upon the  
5 terms and conditions set forth in the Stipulation.

6 **WHO REPRESENTS THE CLASS?**

7 The following attorneys are counsel for the Class:

8 Daniel S. Drosman  
9 ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 800-449-4900

10 If you have any questions about the Litigation, or the Settlement, you are entitled to  
11 consult with Lead Counsel by contacting counsel at the phone number listed above.

12 You may obtain a copy of the Stipulation by contacting the Claims Administrator at:

13 *First Solar Securities Litigation*  
14 c/o Gilardi & Co. LLC  
P.O. Box 43336  
15 Providence, RI 02940-3336  
Telephone: 866-688-4903  
16 [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com)

17 **HOW WILL THE LEAD PLAINTIFFS' LAWYERS BE PAID?**

18 Lead Counsel will file a motion for an award of attorneys' fees and expenses that will  
19 be considered at the Settlement Fairness Hearing. Lead Counsel will apply for an attorneys'  
20 fee award for Plaintiffs' Counsel in the amount of up to 19% of the Settlement Fund, plus  
21 payment of Plaintiffs' Counsel's costs, charges and expenses incurred in connection with this  
22 Litigation in an amount not to exceed \$6 million, which may include awards to Lead  
Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) in connection with their representation of the  
Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.  
Class Members are not personally liable for any such fees or expenses.

23 The attorneys' fees and costs, charges and expenses requested will be the only  
24 payment to Plaintiffs' Counsel for their efforts in achieving this Settlement and for their risk  
25 in undertaking this representation on a wholly contingent basis. The fees requested will  
26 compensate Plaintiffs' Counsel for their work in achieving the Settlement. The Court will  
27 decide what constitutes a reasonable fee award and may award less than the amount  
28 requested by Lead Counsel.

1 All briefs and declarations in support of Lead Counsel's fee and expense application  
2 will be filed with the Court and posted on the settlement website,  
3 www.FSLRSecuritiesLitigation.com, by April 24, 2020.

4 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

5 No. If you did not exclude yourself from the Class in connection with the Notice of  
6 Pendency of Class Action, you remain a Class Member.

7 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS'  
8 FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR  
9 THE PLAN OF ALLOCATION?**

10 Yes. If you are a Class Member, you may object to the terms of the Settlement.  
11 Whether or not you object to the terms of the Settlement, you may also object to the  
12 requested attorneys' fees, costs, charges and expenses, Lead Plaintiffs' request for awards for  
13 representing the Class and/or the Plan of Allocation. In order for any objection to be  
14 considered, you must file a written statement, accompanied by proof of Class membership,  
15 with the Court and send a copy to Lead Counsel and Defendants' Counsel, at the addresses  
16 listed below by \_\_\_\_\_, 2020. The Court's address is United States District Court for  
17 the District of Arizona, Sandra Day O'Connor United States Courthouse, 401 West  
18 Washington Street, Suite 623, Phoenix, AZ 85003-2156; Lead Counsel's address is Robbins  
19 Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o  
20 Daniel S. Drosman; First Solar's Counsel's address is: Cravath, Swaine & Moore LLP, 825  
21 8th Avenue, New York, NY 10019, c/o Daniel Slifkin. Attendance at the Settlement  
22 Fairness Hearing is not necessary; however, persons wishing to be heard orally at the  
23 Settlement Fairness Hearing are required to indicate in their written objection their intention  
24 to appear at the hearing and identify any witnesses they may call to testify and exhibits, if  
25 any, they intend to introduce into evidence.

26 **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

27 If you are a Class Member and you did not exclude yourself from the Class, you may  
28 receive the benefit of, and you will be bound by, the terms of the Settlement described in this  
Notice, upon approval by the Court.

**HOW CAN I GET A PAYMENT?**

In order to qualify for a payment, you must timely complete and return the Proof of  
Claim and Release that accompanies this Notice. A Proof of Claim and Release is enclosed  
with this Notice and also may be downloaded at www.FSLRSecuritiesLitigation.com. Read  
the instructions carefully; fill out the Proof of Claim and Release; sign it; and mail or submit  
it online so that it is **postmarked (if mailed) or received (if submitted online) no later  
than \_\_\_\_\_, 2020.** The Proof of Claim and Release may be submitted online at  
www.FSLRSecuritiesLitigation.com. If you do not submit a timely Proof of Claim and  
Release with all of the required information, you will not receive a payment from the  
Settlement Fund; however, unless you expressly excluded yourself from the Class as

1 described above, you will still be bound in all other respects by the Settlement, the Judgment,  
2 and the release contained in them.

3 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

4 If the Settlement is approved by the Court, the Court will enter a Judgment. If the  
5 Judgment becomes final pursuant to the terms of the Stipulation, all Class Members shall be  
6 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever  
7 released, relinquished, and discharged any and all of the Released Persons from all Released  
8 Claims.

- 9 • “Released Claims” means any and all claims (including Unknown Claims),  
10 and causes of action of every nature and description whatsoever, in law,  
11 equity, or otherwise, whether accrued or unaccrued, fixed or contingent,  
12 liquidated or unliquidated, whether arising under federal, state, local, statutory,  
13 common law, foreign law, or any other law, rule, or regulation, and whether  
14 class, individual, representative, legal, or equitable in nature, concerning,  
15 based on, arising out of, or in connection with both: (i) the purchase or other  
16 acquisition of First Solar publicly-traded securities by Lead Plaintiffs or any  
17 other Class Member during the period between April 30, 2008 and February  
18 28, 2012, inclusive; and (ii) the facts, matters, allegations, transactions, events,  
19 disclosures, statements, acts or omissions which have been or could have been  
20 asserted by or on behalf of any member of the Class. Released Claims do not  
21 include claims to enforce the Settlement, or any shareholder derivative claims  
22 on behalf of First Solar being pursued in the Derivative Action captioned  
23 *Barger, et al. v. Ahearn, et al.*, No. CV2013-009938, pending in the Superior  
24 Court of Arizona, Maricopa County.
- 25 • “Related Parties” means each Defendant’s respective present and former  
26 parents, subsidiaries, divisions, controlling persons, associates, entities and  
27 affiliates and each and all of their respective present and former employees,  
28 members, partners, principals, officers, directors, controlling shareholders,  
agents, attorneys, advisors (including financial or investment advisors),  
accountants, auditors, consultants, underwriters, investment bankers,  
commercial bankers, entities providing fairness opinions, general or limited  
partners or partnerships, limited liability companies, members, joint ventures  
and insurers and reinsurers of each of them; as well as the predecessors,  
successors, assigns, estates, immediate family members, spouses, heirs,  
executors, trusts, trustees, administrators, agents, legal or personal  
representatives, assigns, and assignees of each of them, in their capacity as  
such.
- “Released Persons” means each and all of the Defendants and their Related  
Parties.

- 1 • “Unknown Claims” means (a) any and all Released Claims which the  
2 Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its  
3 favor at the time of the release of the Released Persons, which, if known by  
4 him, her, or it, might have affected his, her, or its settlement with and release  
5 of the Released Persons, or might have affected his, her, or its decision(s) with  
6 respect to the Settlement, including, but not limited to, whether or not to object  
7 to this Settlement or seek exclusion from the Class; and (b) any and all  
8 Released Defendants’ Claims that the Released Persons do not know or  
9 suspect to exist in his, her, or its favor at the time of the release of the Lead  
10 Plaintiffs, the Class and Plaintiffs’ Counsel, which, if known by him, her, or it,  
11 might have affected his, her, or its settlement and release of Lead Plaintiffs,  
12 the Class and Plaintiffs’ Counsel. With respect to (a) any and all Released  
13 Claims against the Released Persons, and (b) any and all Released Defendants’  
14 Claims against Lead Plaintiffs, the Class and Plaintiffs’ Counsel, the Settling  
15 Parties stipulate and agree that, upon the Effective Date, the Settling Parties  
16 shall expressly waive and each Releasing Plaintiff Party and Released Person  
17 shall be deemed to have, and by operation of the Judgment shall have  
18 expressly waived, the provisions, rights, and benefits of California Civil Code  
19 §1542, which provides:

20 **A general release does not extend to claims that the**  
21 **creditor or releasing party does not know or suspect**  
22 **to exist in his or her favor at the time of executing the**  
23 **release and that, if known by him or her would have**  
24 **materially affected his or her settlement with the**  
25 **debtor or released party.**

26 The Settling Parties shall expressly waive and each Releasing Plaintiff Party  
27 and Released Person shall be deemed to have, and by operation of the  
28 Judgment shall have, expressly waived any and all provisions, rights, and  
benefits conferred by any law of any state or territory of the United States, or  
principle of common law, which is similar, comparable, or equivalent to  
California Civil Code §1542. The Releasing Plaintiff Parties and Released  
Persons acknowledge that they may hereafter discover facts in addition to or  
different from those which he, she, it or their counsel now knows or believes  
to be true with respect to the subject matter of the Released Claims or  
Released Defendants’ Claims, but (a) the Releasing Plaintiff Parties shall  
expressly fully, finally, and forever waive, compromise, settle, discharge,  
extinguish, and release, and each Releasing Plaintiff Party shall be deemed to  
have waived, compromised, settled, discharged, extinguished, and released,  
and upon the Effective Date, and by operation of the Judgment shall have  
waived, compromised, settled, discharged, extinguished, and released, fully,  
finally, and forever, any and all Released Claims against the Released Persons,  
known or unknown, suspected or unsuspected, contingent or non-contingent,

1 whether or not concealed or hidden, which now exist, or heretofore have  
 2 existed, upon any theory of law or equity now existing or coming into  
 3 existence in the future, including, but not limited to, conduct which is  
 4 negligent, intentional, with or without malice, or a breach of any duty, law or  
 5 rule, without regard to the subsequent discovery or existence of such different  
 6 or additional facts, legal theories, or authorities, and (b) the Released Persons  
 7 shall expressly fully, finally, and forever waive, compromise, settle, discharge,  
 8 extinguish, and release, and upon the Effective Date, and by operation of the  
 9 Judgment shall have waived, compromised, settled, discharged, extinguished,  
 10 and released, fully, finally, and forever, any and all Released Defendants'  
 11 Claims against the Lead Plaintiffs, the Class and Plaintiffs' Counsel, known or  
 12 unknown, suspected or unsuspected, contingent or non-contingent, whether or  
 13 not concealed or hidden, which now exist, or heretofore have existed, upon  
 14 any theory of law or equity now existing or coming into existence in the  
 15 future, including, but not limited to, conduct which is negligent, intentional,  
 16 with or without malice, or a breach of any duty, law or rule, without regard to  
 17 the subsequent discovery or existence of such different or additional facts,  
 18 legal theories, or authorities. The Settling Parties acknowledge, and the  
 19 Releasing Plaintiff Parties and Released Persons shall be deemed by operation  
 20 of the Judgment to have acknowledged, that the foregoing waiver was  
 21 separately bargained for and is an essential element of the Settlement of which  
 22 this release is a part.

### 15 THE SETTLEMENT FAIRNESS HEARING

16 The Court will hold a Settlement Fairness Hearing on \_\_\_\_\_, 2020, at \_\_: \_\_.m.,  
 17 before the Honorable David G. Campbell at the United States District Court for the District  
 18 of Arizona, Sandra Day O'Connor United States Courthouse, 401 West Washington Street,  
 19 Phoenix, Arizona for the purpose of determining whether: (1) the Settlement as set forth in  
 20 the Stipulation for \$350,000,000.00 in cash should be approved by the Court as fair,  
 21 reasonable and adequate; (2) Judgment as provided under the Stipulation should be entered;  
 22 (3) to award Lead Counsel attorneys' fees and expenses out of the Settlement Fund and, if  
 23 so, in what amount; (4) to award Lead Plaintiffs pursuant to 15 U.S.C. §78u-4(a)(4) in  
 24 connection with their representation of the Class out of the Settlement Fund and, if so, in  
 25 what amount; and (5) the Plan of Allocation should be approved by the Court. The Court  
 26 may adjourn or continue the Settlement Fairness Hearing without further notice to Members  
 27 of the Class.

24 Any Class Member may appear at the Settlement Fairness Hearing and be heard on  
 25 any of the foregoing matters; provided, however, that no such person shall be heard unless  
 26 his, her, or its objection is made in writing and is filed, together with proof of membership in  
 27 the Class and with copies of all other papers and briefs to be submitted by him, her, or it to  
 28 the Court at the Settlement Fairness Hearing, with the Court no later than \_\_\_\_\_, 2020, and  
 showing proof of service on the following counsel:

1 Daniel S. Drosman  
2 ROBBINS GELLER RUDMAN  
& DOWD LLP  
3 655 West Broadway, Suite 1900  
San Diego, CA 92101

Daniel Slifkin  
CRAVATH, SWAINE & MOORE  
LLP  
Worldwide Plaza  
825 8th Avenue  
New York, NY 10019

4  
5 *Attorneys for Lead Plaintiffs*

*Attorneys for Defendants*

6 Unless otherwise directed by the Court, any Class Member who does not make his,  
7 her or its objection in the manner provided shall be deemed to have waived all objections to  
8 this Settlement and shall be foreclosed from raising (in this or any other proceeding or on  
any appeal) any objection and any untimely objection shall be barred.

9 If you hire an attorney (at your own expense) to represent you for purposes of  
10 objecting, your attorney must serve a notice of appearance on counsel listed above and file it  
with the Court (at the address set out above) by no later than \_\_\_\_\_, 2020.

### 11 INJUNCTION

12 The Court has issued an order enjoining all Class Members from instituting,  
13 commencing, maintaining or prosecuting any action in any court or tribunal that asserts  
Released Claims against any Released Persons, pending final determination by the Court of  
14 whether the Settlement should be approved.

### 15 HOW DO I OBTAIN ADDITIONAL INFORMATION?

16 This Notice contains only a summary of the terms of the proposed Settlement. The  
17 records in this Litigation may be examined and copied at any time during regular office  
18 hours, and subject to customary copying fees, at the Clerk of the United States District Court  
for the District of Arizona. For a fee, all papers filed in this Litigation are available at  
19 www.pacer.gov. In addition, all of the Settlement documents, including the Stipulation, this  
Notice, the Proof of Claim and Release and proposed Judgment may be obtained by  
20 contacting the Claims Administrator at:

21 *First Solar Securities Litigation*  
c/o Gilardi & Co. LLC  
22 P.O. Box 43336  
Providence, RI 02940-3336  
23 Email: info@FSLRSecuritiesLitigation.com  
Telephone: 866-688-4903  
24 www.FSLRSecuritiesLitigation.com

25 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller  
26 Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 1(800)449-  
4900, if you have any questions about the Litigation or the Settlement.



# EXHIBIT A-2

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ROBBINS GELLER RUDMAN & DOWD LLP  
Daniel S. Drosman (CA SBN 200643) (Admitted *pro hac vice*)  
Luke O. Brooks (CA SBN 212802) (Admitted *pro hac vice*)  
Ellen Gusikoff Stewart (CA SBN 144892) (Admitted *pro hac vice*)  
Jessica T. Shinnfield (CA SBN 234432) (Admitted *pro hac vice*)  
Darryl J. Alvarado (CA SBN 253213) (Admitted *pro hac vice*)  
Christopher D. Stewart (CA SBN 270448) (Admitted *pro hac vice*)  
Hillary B. Stakem (CA SBN 286152) (Admitted *pro hac vice*)  
J. Marco Janoski Gray (CA SBN 306547) (Admitted *pro hac vice*)  
Ting H. Liu (CA SBN 307747) (Admitted *pro hac vice*)  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 619/231-1058  
619/231-7423 (fax)  
dand@rgrdlaw.com  
lukeb@rgrdlaw.com  
elleng@rgrdlaw.com  
jshinnfield@rgrdlaw.com  
dalvarado@rgrdlaw.com  
cstewart@rgrdlaw.com  
hstakem@rgrdlaw.com  
mjanoski@rgrdlaw.com  
tliu@rgrdlaw.com

Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Mark Smilovits, Individually and on Behalf )  
of All Others Similarly Situated, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
First Solar, Inc., Michael J. Ahearn, Robert )  
J. Gillette, Mark R. Widmar, Jens )  
Meyerhoff, James Zhu, Bruce Sohn and )  
David Eaglesham, )  
 )  
Defendants. )

No. 2:12-cv-00555-DGC  
CLASS ACTION  
PROOF OF CLAIM AND RELEASE  
EXHIBIT A-2

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a member of the Class based on your claims in the action entitled  
3 *Smilovits v. First Solar, Inc. et al.*, No. 2:12-cv-00555-DGC (the “Litigation”), you must  
4 complete and, on page \_\_ hereof, sign this Proof of Claim and Release. If you fail to submit  
5 a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release form,  
6 postmarked or received by the date shown below, your claim may be rejected and you may  
7 be precluded from any recovery from the Net Settlement Fund created in connection with the  
8 proposed settlement of the Litigation (the “Settlement”).<sup>1</sup>

9  
10  
11 2. Submission of this Proof of Claim and Release form, however, does not assure  
12 that you will share in the proceeds of the Settlement.

13 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND  
14 SIGNED PROOF OF CLAIM AND RELEASE FORM, ACCOMPANIED BY COPIES OF  
15 THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN \_\_\_\_\_, 2020, TO  
16 THE COURT-APPOINTED CLAIMS ADMINISTRATOR IN THIS CASE, AT THE  
17 FOLLOWING ADDRESS:

18  
19  
20 *First Solar Securities Litigation*  
21 c/o Gilardi & Co. LLC  
22 P.O. Box 43336  
23 Providence RI 02940-3336  
24 Online Submissions: [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com)

25  
26 If you are NOT a member of the Class (as defined in the Notice of Proposed Settlement of  
27 Class Action (the “Notice”)), DO NOT submit a Proof of Claim and Release form.

28  
<sup>1</sup> This Proof of Claim and Release incorporates by reference the definitions in the Stipulation of Settlement (“Stipulation”), which can be obtained at [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com).

1           4.     If you are a member of the Class and you did not timely request exclusion from  
2 the Class, you will be bound by the terms of any judgment entered in the Litigation,  
3 including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF  
4 CLAIM AND RELEASE FORM.  
5

6 **II.     CLAIMANT IDENTIFICATION**

7           You are a member of the Class if you purchased or otherwise acquired First Solar,  
8 Inc. (“First Solar”) publicly-traded securities between April 30, 2008 and February 28, 2012,  
9 inclusive. Excluded from the Class are: Defendants, members of the immediate families of  
10 each of the Defendants, the officers and directors of First Solar, at all relevant times,  
11 members of their immediate families and their legal representatives, heirs, successors, or  
12 assigns and any entity in which Defendants had a controlling interest. The Class also  
13 excludes the plaintiffs in the litigation entitled *Maverick Fund, L.D.C. v. First Solar, Inc. et*  
14 *al.*, No. 2:15-cv-01156-DGC (D. Ariz.). Also excluded from the Class is any Class Member  
15 that validly and timely requested exclusion in accordance with the requirements set by the  
16 Court in connection with the Notice of Pendency of Class Action previously provided to the  
17 Class.  
18

19           Use Part I of this form entitled “Claimant Identification” to identify each purchaser or  
20 acquirer of record (“nominee”), if different from the beneficial purchaser or acquirer of the  
21 securities which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE  
22 ACTUAL BENEFICIAL PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL  
23 REPRESENTATIVE OF SUCH PURCHASER(S) OR ACQUIRER(S) OF THE FIRST  
24 SOLAR SECURITIES UPON WHICH THIS CLAIM IS BASED.  
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1 All joint purchasers or acquirers must sign this claim. Executors, administrators,  
2 guardians, conservators and trustees must complete and sign this claim on behalf of persons  
3 represented by them and their authority must accompany this claim and their titles or  
4 capacities must be stated. The Social Security (or taxpayer identification) number and  
5 telephone number of the beneficial owner may be used in verifying the claim. Failure to  
6 provide the foregoing information could delay verification of your claim or result in rejection  
7 of the claim.  
8

9  
10 If you are acting in a representative capacity on behalf of a Class Member (for  
11 example, as an executor, administrator, trustee, or other representative), you must submit  
12 evidence of your current authority to act on behalf of that Class Member. Such evidence  
13 would include, for example, letters testamentary, letters of administration, or a copy of the  
14 trust documents.  
15

16 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large  
17 numbers of transactions may request to, or may be requested to, submit information  
18 regarding their transactions in electronic files. All claimants **MUST** submit a manually  
19 signed paper Proof of Claim and Release form listing all their transactions whether or not  
20 they also submit electronic copies. If you wish to file your claim electronically, you must  
21 contact the Claims Administrator at [edata@gilardi.com](mailto:edata@gilardi.com) to obtain the required file layout. No  
22 electronic files will be considered to have been properly submitted unless the Claims  
23 Administrator issues to the claimant a written acknowledgement of receipt and acceptance of  
24 electronically submitted data.  
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1 **III. CLAIM FORM**

2 Use Part II of this form entitled "Schedule of Transactions in First Solar Publicly-  
3 Traded Securities," to supply all required details of your transaction(s) in First Solar  
4 publicly-traded securities. If you need more space or additional schedules, attach separate  
5 sheets giving all of the required information in substantially the same form. Sign and print  
6 or type your name on each additional sheet.  
7

8 On the schedules, provide all of the requested information with respect to *all* of your  
9 purchases and acquisitions and *all* of your sales of First Solar publicly-traded securities  
10 between April 30, 2008 and May 29, 2012, whether such transactions resulted in a profit or a  
11 loss. You must also provide all of the requested information with respect to *all* of the shares  
12 of First Solar publicly-traded securities you held at the close of trading on April 30, 2008,  
13 February 28, 2012, and May 29, 2012. Failure to report all such transactions may result in  
14 the rejection of your claim.  
15  
16

17 List these transactions separately and in chronological order, by trade date, beginning  
18 with the earliest. You must accurately provide the month, day and year of each transaction  
19 you list.  
20

21 For short-sale transactions, the date of covering a "short sale" is deemed to be the date  
22 of purchase of First Solar common stock, and the date of a "short sale" is deemed to be the  
23 date of sale of First Solar common stock.  
24

25 For each transaction, you must provide, together with this claim form, copies of  
26 stockbroker confirmation slips, stockbroker statements, or other documents adequately  
27 evidencing your transactions in First Solar publicly-traded securities. If any such documents  
28

1 are not in your possession, please obtain a copy or equivalent documents from your broker  
2 because these documents are necessary to prove and process your claim. Failure to provide  
3 this documentation could delay verification of your claim or result in rejection of your claim.  
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UNITED STATES DISTRICT COURT

DISTRICT OF ARIZONA

*Smilovits v. First Solar, Inc., et al.*

Civil Action No. 2:12-cv-00555-DGC

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if mailed) or Received (if submitted online) No Later Than:

\_\_\_\_\_, 2020

Please Type or Print

**REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR  
OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN FIRST SOLAR  
SECURITIES. FAILURE TO PROVIDE THIS DOCUMENTATION COULD  
DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF  
YOUR CLAIM.**

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**PART I: CLAIMANT IDENTIFICATION**

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	or	Taxpayer Identification Number
<input type="text"/>		<input type="text"/>
Telephone Number (Primary Daytime)		Telephone Number (Alternate)
<input type="text"/>		<input type="text"/>
Email Address		
<input type="text"/>		

**MAILING INFORMATION**

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

**PART II: SCHEDULE OF TRANSACTIONS IN FIRST SOLAR COMMON STOCK**

A. Number of shares of First Solar common stock held at the close of trading on April 29, 2008:

Proof Enclosed?

<input type="text"/>	<input type="radio"/> Y
	<input type="radio"/> N

B. Purchases or acquisitions of First Solar common stock between April 30, 2008 and February 28, 2012, inclusive:

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PURCHASES			
Trade Date(s) of Shares (List Chronologically)	Number of Shares Purchased or Acquired	Total Purchase or Acquisition Price (Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Purchase Enclosed?
M M D D Y Y Y Y			
1. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
2. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
3. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
4. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
5. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N

**IMPORTANT:** (i) If any purchase listed covered a "short sale," please mark Yes:  Yes  
(ii) If you received shares through an acquisition or merger, please identify the date, the share amount and the company acquired:

[ ] / [ ] / [ ]      [ ]      [ ]  
Mo.      Day      Year      Merger Shares      Company

C. Sales of First Solar common stock between April 30, 2008 and May 29, 2012, inclusive:

SALES			
Trade Date(s) of Shares (List Chronologically)	Number of Shares Sold	Total Sales Price (Excluding Commissions, Taxes and Fees) Please round off to the nearest whole dollar	Proof of Sales Enclosed?
M M D D Y Y Y Y			
1. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
2. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
3. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N
4. [ ]/[ ]/[ ]	[ ]	\$ [ ]	<input type="radio"/> Y <input type="radio"/> N

D. Number of shares of First Solar common stock held at the close of trading on February 28, 2012:

Proof Enclosed?  
 Y  
 N

E. Number of shares of First Solar common stock held at the close of trading on May 29, 2012:

Proof Enclosed?  
 Y  
 N

If you require additional space, attach extra schedules in the same format as above.

Sign and print your name on each additional page.

1           **YOU MUST READ AND SIGN THE RELEASE ON PAGE \_\_\_\_\_. FAILURE**  
2 **TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE**  
3 **REJECTION OF YOUR CLAIM.**

4  
5 **IV. SUBMISSION TO JURISDICTION OF COURT AND**  
6 **ACKNOWLEDGMENTS**

7           I (We) submit this Proof of Claim and Release under the terms of the Stipulation  
8 described in the Notice. I (We) also submit to the jurisdiction of the United States District  
9 Court for the District of Arizona with respect to my (our) claim as a Class Member and for  
10 purposes of enforcing the releases set forth herein. I (We) further acknowledge that I am (we  
11 are) bound by and subject to the terms of the Stipulation and any judgment that may be  
12 entered in the Litigation, including the releases and the covenants set forth herein. I (We)  
13 agree to furnish additional information to the Claims Administrator to support this claim if  
14 requested to do so. I (We) have not submitted any other claim in connection with the  
15 purchase or acquisition of First Solar publicly-traded securities during the Class Period and  
16 know of no other person having done so on my (our) behalf.

17  
18  
19 **V. RELEASES**

20           1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby  
21 fully, finally, and forever settle, release, and discharge from the Released Claims each and all  
22 of the Released Persons.

23  
24           2. “Released Persons” means each and all of the Defendants and their Related  
25 Parties.

26           3. “Released Claims” means any and all claims (including Unknown Claims), and  
27 causes of action of every nature and description whatsoever, in law, equity, or otherwise,  
28

1 whether accrued or unaccrued, fixed or contingent, liquidated or unliquidated, whether  
2 arising under federal, state, local, statutory, common law, foreign law, or any other law, rule,  
3 or regulation, and whether class, individual, representative, legal, or equitable in nature,  
4 concerning, based on, arising out of, or in connection with both: (i) the purchase or other  
5 acquisition of First Solar publicly-traded securities by Lead Plaintiffs or any other Class  
6 Member during the period between April 30, 2008 and February 28, 2012, inclusive; and (ii)  
7 the facts, matters, allegations, transactions, events, disclosures, statements, acts or omissions  
8 which have been or could have been asserted by or on behalf of any member of the Class.  
9 Released Claims do not include claims to enforce the Settlement, or any shareholder  
10 derivative claims on behalf of First Solar being pursued in the Derivative Action.  
11  
12

13 4. “Released Defendants’ Claims” means any and all claims and causes of action  
14 of every nature and description whatsoever, including both known claims and Unknown  
15 Claims, that arise out of, are based upon, or relate in any way to the institution, prosecution,  
16 or settlement of the claims against Defendants in the Litigation, except for claims relating to  
17 the enforcement of the Settlement.  
18

19 5. “Unknown Claims” means (a) any and all Released Claims which the  
20 Releasing Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time  
21 of the release of the Released Persons, which, if known by him, her, or it, might have  
22 affected his, her, or its settlement with and release of the Released Persons, or might have  
23 affected his, her, or its decision(s) with respect to the Settlement, including, but not limited  
24 to, whether or not to object to this Settlement or seek exclusion from the Class; and (b) any  
25 and all Released Defendants’ Claims that the Released Persons do not know or suspect to  
26 exist in his, her, or its favor at the time of the release of the Lead Plaintiffs, the Class and  
27 Plaintiffs’ Counsel, which, if known by him, her, or it, might have affected his, her, or its  
28 settlement and release of Lead Plaintiffs, the Class and Plaintiffs’ Counsel. With respect to

1 (a) any and all Released Claims against the Released Persons, and (b) any and all Released  
2 Defendants' Claims against Lead Plaintiffs, the Class and Plaintiffs' Counsel, the Settling  
3 Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly  
4 waive and each Releasing Plaintiff Party and Released Person shall be deemed to have, and  
5 by operation of the Judgment shall have expressly waived, the provisions, rights, and  
6 benefits of California Civil Code §1542, which provides:

7       A general release does not extend to claims that the creditor or releasing party  
8       does not know or suspect to exist in his or her favor at the time of executing  
9       the release and that, if known by him or her, would have materially affected  
10       his or her settlement with the debtor or released party.

10 The Settling Parties shall expressly waive and each Releasing Plaintiff Party and Released  
11 Person shall be deemed to have, and by operation of the Judgment shall have, expressly  
12 waived any and all provisions, rights, and benefits conferred by any law of any state or  
13 territory of the United States, or principle of common law, which is similar, comparable, or  
14 equivalent to California Civil Code §1542. The Releasing Plaintiff Parties and Released  
15 Persons acknowledge that they may hereafter discover facts in addition to or different from  
16 those which he, she, it or their counsel now knows or believes to be true with respect to the  
17 subject matter of the Released Claims or Released Defendants' Claims, but (a) the Releasing  
18 Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle,  
19 discharge, extinguish, and release, and each Releasing Plaintiff Party shall be deemed to  
20 have waived, compromised, settled, discharged, extinguished, and released, and upon the  
21 Effective Date, and by operation of the Judgment shall have waived, compromised, settled,  
22 discharged, extinguished, and released, fully, finally, and forever, any and all Released  
23 Claims against the Released Persons, known or unknown, suspected or unsuspected,  
24 contingent or non-contingent, whether or not concealed or hidden, which now exist, or  
25 heretofore have existed, upon any theory of law or equity now existing or coming into  
26 existence in the future, including, but not limited to, conduct which is negligent, intentional,  
27 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent  
28 discovery or existence of such different or additional facts, legal theories, or authorities, and

1 (b) the Released Persons shall expressly fully, finally, and forever waive, compromise, settle,  
2 discharge, extinguish, and release, and upon the Effective Date, and by operation of the  
3 Judgment shall have waived, compromised, settled, discharged, extinguished, and released,  
4 fully, finally, and forever, any and all Released Defendants' Claims against the Lead  
5 Plaintiffs, the Class and Plaintiffs' Counsel, known or unknown, suspected or unsuspected,  
6 contingent or non-contingent, whether or not concealed or hidden, which now exist, or  
7 heretofore have existed, upon any theory of law or equity now existing or coming into  
8 existence in the future, including, but not limited to, conduct which is negligent, intentional,  
9 with or without malice, or a breach of any duty, law or rule, without regard to the subsequent  
10 discovery or existence of such different or additional facts, legal theories, or authorities. The  
11 Settling Parties acknowledge, and the Releasing Plaintiff Parties and Released Persons shall  
12 be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver  
13 was separately bargained for and is an essential element of the Settlement of which this  
14 release is a part.

15 6. These releases shall be of no force or effect unless and until the Court approves  
16 the Stipulation and the Settlement becomes effective on the Effective Date.

17 7. I (We) hereby warrant and represent that I (we) have not assigned or  
18 transferred or purported to assign or transfer, voluntarily or involuntarily, any claim or  
19 matter released pursuant to this release or any other part or portion thereof.  
20

21 8. I (We) hereby warrant and represent that I (we) have included information  
22 about all of my (our) purchases, acquisitions and sales of First Solar publicly-traded  
23 securities during the Class Period and the number of shares of First Solar publicly-traded  
24 securities held by me (us) at the close of trading on April 29, 2008, February 28, 2012, and  
25 May 29, 2012.  
26  
27  
28

1 I (We) declare under penalty of perjury under the laws of the United States of  
2 America that the foregoing information supplied by the undersigned is true and correct and  
3 that the Claimant has not previously entered into any settlement agreement or provided a  
4 release of claims to any Defendant relating to or arising from the purchase or other  
5 acquisition of First Solar publicly-traded securities prior to February 28, 2012.  
6

7 Executed this \_\_\_\_\_ day of \_\_\_\_\_ in \_\_\_\_\_  
8 (Month/Year) (City/State/Country)

9 \_\_\_\_\_ (Sign your name here) \_\_\_\_\_ (Sign your name here)

10 \_\_\_\_\_ (Type or print your name here) \_\_\_\_\_ (Type or print your name here)

11 \_\_\_\_\_ (Capacity of person(s) signing, e.g.,  
12 Beneficial Purchaser, Executor or Administrator) \_\_\_\_\_ (Capacity of person(s) signing, e.g.,  
Beneficial Purchaser, Executor or Administrator)

13 **ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.**  
14 **THANK YOU FOR YOUR PATIENCE.**

14 **Reminder Checklist:**

- 15 1. Please sign the above release and declaration.
- 16 2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
- 17 3. Remember to attach copies of supporting documentation, if available.
- 18 4. Do not send originals of certificates.
- 19 5. Keep a copy of your claim form and all supporting documentation for your records.
- 20 6. If you desire an acknowledgment of receipt of your claim form please send it Certified Mail, Return Receipt Requested.
- 21 7. If you move, please send your new address to the address below.
- 22 8. Do not use red pen or highlighter on the Proof of Claim and Release form or supporting documentation.

19 **THIS PROOF OF CLAIM AND RELEASE FORM MUST BE SUBMITTED ONLINE OR MAILED NO LATER**  
20 **THAN \_\_\_\_\_, 2020,**

21 **ADDRESSED AS FOLLOWS:**

21 *First Solar Securities Litigation*  
22 *Claims Administrator*  
23 *c/o Gilardi & Co. LLC*  
24 *P.O. Box 43336*  
25 *Providence, RI 02940-3336*

# EXHIBIT A-3

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ROBBINS GELLER RUDMAN & DOWD LLP  
Daniel S. Drosman (CA SBN 200643) (Admitted *pro hac vice*)  
Luke O. Brooks (CA SBN 212802) (Admitted *pro hac vice*)  
Ellen Gusikoff Stewart (CA SBN 144892) (Admitted *pro hac vice*)  
Jessica T. Shinnefield (CA SBN 234432) (Admitted *pro hac vice*)  
Darryl J. Alvarado (CA SBN 253213) (Admitted *pro hac vice*)  
Christopher D. Stewart (CA SBN 270448) (Admitted *pro hac vice*)  
Hillary B. Stakem (CA SBN 286152) (Admitted *pro hac vice*)  
J. Marco Janoski Gray (CA SBN 306547) (Admitted *pro hac vice*)  
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mjanoski@rgrdlaw.com  
tliu@rgrdlaw.com

Lead Counsel for Plaintiffs

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

Mark Smilovits, Individually and on Behalf  
of All Others Similarly Situated,  
  
Plaintiff,  
  
vs.  
  
First Solar, Inc., Michael J. Ahearn, Robert  
J. Gillette, Mark R. Widmar, Jens  
Meyerhoff, James Zhu, Bruce Sohn and  
David Eaglesham,  
  
Defendants.

No. 2:12-cv-00555-DGC  
CLASS ACTION  
SUMMARY NOTICE OF PROPOSED  
SETTLEMENT OF CLASS ACTION  
  
EXHIBIT A-3

1 **TO: ALL PERSONS AND ENTITIES THAT PURCHASED OR OTHERWISE**  
2 **ACQUIRED THE PUBLICLY-TRADED SECURITIES OF FIRST SOLAR ,**  
3 **INC. (“FIRST SOLAR”) DURING THE PERIOD BETWEEN APRIL 30, 2008**  
4 **AND FEBRUARY 28, 2012, INCLUSIVE (THE “CLASS PERIOD”)**

4 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**  
5 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**  
6 **ENTIRETY.**

6 YOU ARE HEREBY NOTIFIED that a hearing will be held on \_\_\_\_\_, 2020,  
7 at \_\_:\_\_.m., before the Honorable David G. Campbell at the Sandra Day O’Connor United  
8 States Courthouse, 401 West Washington Street, Phoenix, AZ 85003-2156, in Courtroom  
9 603, to determine whether: (1) the proposed settlement (the “Settlement”) of the above-  
10 captioned action as set forth in the Stipulation of Settlement (“Stipulation”)<sup>1</sup> for  
11 \$350,000,000.00 in cash should be approved by the Court as fair, reasonable and adequate;  
12 (2) the Judgment as provided under the Stipulation should be entered dismissing the  
13 Litigation with prejudice; (3) to award Lead Counsel attorneys’ fees and costs, charges and  
14 expenses out of the Settlement Fund (as defined in the Notice of Proposed Settlement of  
15 Class Action (“Notice”), which is discussed below) and, if so, in what amount; (4) to pay  
16 Lead Plaintiffs for their costs and expenses in representing the Class out of the Settlement  
17 Fund and, if so, in what amount; and (5) the Plan of Allocation should be approved by the  
18 Court as fair, reasonable and adequate.

22 IF YOU PURCHASED OR ACQUIRED FIRST SOLAR PUBLICLY-TRADED  
23 SECURITIES BETWEEN APRIL 30, 2008 AND FEBRUARY 28, 2012, INCLUSIVE,  
24 YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION.  
25

26 \_\_\_\_\_  
27 <sup>1</sup> The Stipulation can be viewed and/or obtained at  
28 [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com). Capitalized terms not otherwise defined herein have  
the meaning given to them in the Stipulation.

1 To share in the distribution of the Settlement Fund, you must establish your rights by  
2 submitting a Proof of Claim and Release form by mail (**postmarked no later than**  
3 \_\_\_\_\_, 2020) or electronically (**no later than** \_\_\_\_\_, 2020). Your failure to  
4 submit your Proof of Claim and Release by \_\_\_\_\_, 2020, will subject your claim to  
5 rejection and preclude your receiving any of the recovery in connection with the Settlement  
6 of this Litigation. If you are a Member of the Class and did not timely and validly request  
7 exclusion therefrom in accordance with the requirements set forth by the Court in connection  
8 with the Notice of Pendency of Class Action, you will be bound by the Settlement and any  
9 judgment and release entered in the Litigation, including, but not limited to, the Judgment,  
10 whether or not you submit a Proof of Claim and Release.  
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12

13 If you have not received a copy of the Notice, which more completely describes the  
14 Settlement and your rights thereunder (including your right to object to the Settlement), and  
15 a Proof of Claim and Release, you may obtain these documents, as well as a copy of the  
16 Stipulation and other settlement documents, online at [www.FSLRSecuritiesLitigation.com](http://www.FSLRSecuritiesLitigation.com),  
17 or by writing to:  
18

19  
20 *First Solar Securities Litigation*  
21 c/o Gilardi & Co. LLC  
22 P.O. Box 43336  
23 Providence, RI 02940-3336

24 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

25 Inquiries, other than requests for the Notice or for a Proof of Claim and Release, may  
26 be made to a representative of Lead Counsel:  
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ROBBINS GELLER RUDMAN & DOWD LLP  
Rick Nelson  
c/o Shareholder Relations  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
Telephone: 800/449-4900

IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY LEAD COUNSEL FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES AND/OR THE AWARDS TO LEAD PLAINTIFFS PURSUANT TO 15 U.S.C. §78u-4(a)(4) IN CONNECTION WITH THEIR REPRESENTATION OF THE CLASS. ANY OBJECTIONS MUST BE FILED WITH THE COURT AND SENT TO LEAD COUNSEL AND DEFENDANTS' COUNSEL BY \_\_\_\_\_, 2020, IN THE MANNER AND FORM EXPLAINED IN THE NOTICE.

DATED: \_\_\_\_\_ BY ORDER OF THE  
UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA