

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

WEISS, ET AL. V. SUNPOWER CORPORATION, NO. 21CV384151

*The Superior Court of the State of California authorized this Notice.
This is not a solicitation from a lawyer.*

Para una notificación en Español, visítalo www.MicroinverterSettlement.com

If You Purchased Or Own Certain SunPower Residential Solar Modules Identified Below, Your Rights May Be Affected By A Class Action Settlement.

- You are receiving this Notice of Proposed Class Action Settlement (“Notice”) because SunPower Corporation’s (“SunPower”) records show that you may have purchased or own SunPower residential Solar Modules manufactured between approximately July 2015 and December 2016 that contain or previously contained certain factory-integrated Generation 3.0 microinverters. You may be eligible to have SunPower, at no cost to you, replace the microinverters in your Solar Modules with new microinverters if they have not already been replaced, and you may also qualify for a cash payment as a result of a class action Settlement.
- This lawsuit is brought by Plaintiffs Max Weiss, Lezley Holmes, Sebastien Tardif, and John Maczynski (collectively, “Plaintiffs”) against SunPower, alleging that SunPower manufactured, marketed, and sold for residential use, Solar Modules with factory-integrated Generation 3.0 microinverters containing a component part manufactured by a third-party, which Plaintiffs allege is defective (the “Subject Microinverters”). The Solar Modules were manufactured between approximately July 2015 and December 2016.
- SunPower denies the allegations in the lawsuit and denies any wrongdoing or liability. SunPower has agreed to settle the lawsuit to avoid burdensome and costly litigation and disruption to its business operations.
- Settlement Class Members may submit claims for cash payments. The Plan of Allocation for cash payments to Settlement Class Members who submit a valid and timely Claim Form is described in detail below.
- You can make a claim online at the Settlement Website, www.MicroinverterSettlement.com, or you can submit your claim by email to info@MicroinverterSettlement.com or by U.S. Mail to Microinverter Settlement, c/o A.B. Data, Ltd., P.O. Box 173052, Milwaukee, WI 53217.
- The Settlement has been preliminarily approved by the Court. This Notice provides information about the Settlement and your options as a Settlement Class Member. Please read this Notice carefully because it affects your legal rights. The Court authorized the sending of this Notice to you. This is not a solicitation.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
SUBMIT A CLAIM	This is the only way for you to get a cash payment from the Settlement for alleged economic loss related to the performance and/or replacement of the Subject Microinverters in your Solar Modules. If you are a Settlement Class Member, you will be bound by the Settlement and you will give up any rights you may have related to this case.	February 10, 2022
EXCLUDE YOURSELF	Get no payment. This option allows you to retain any rights you otherwise may have related to this case. If you opt out, you will not be bound by any terms of the Settlement, but you will also not be entitled to submit a claim for benefits from the Settlement.	January 10, 2022
COMMENT ON OR OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING	You can write to the Court about why you like or do not like the Settlement. Whether or not you write to the Court, you may attend, with or without your own attorney, the Final Approval Hearing on February 24, 2022 to make an oral statement about or objection to the Settlement. At the Final Approval Hearing the Court will decide whether to grant final approval of the Settlement.	January 10, 2022
DO NOTHING	If you are a Settlement Class Member and do not submit a Claim Form, you will not be eligible to receive a cash payment under the Settlement, and you will give up any rights you may have related to the lawsuit. However, you will still have the opportunity to have the Subject Microinverters in your Solar Modules replaced with new microinverters (if they have not already been replaced), provided you cooperate and allow SunPower reasonable site access.	No Deadline

- **Please note that payments will be made only if the Court grants final approval and the Settlement becomes effective.** The date and time of the Final Approval Hearing is subject to modification by the Court, so check www.MicroinverterSettlement.com for updates.
- If you have any questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please DO NOT contact the Court, SunPower, or its legal counsel. All such questions should be directed to the Settlement Administrator (*see* paragraph 23 below). You may also contact Class Counsel (*see* paragraph 13 below).
- If you have any repair or replacement inquiries regarding the Subject Microinverters in your Solar Modules, please direct your inquiries to SunPower’s dedicated customer care service line provided under the Settlement, at 1-888-721-0290.

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BASIC INFORMATION

1. Why did I get this Notice of Proposed Class Action Settlement?

You received this Notice because SunPower’s records show that you are likely a “Settlement Class Member” meaning that you purchased, for residential use through a cash or financed transaction, one or more SunPower photovoltaic modules (“Covered Solar Modules”) with the Subject Microinverters and currently own or formerly owned a residence on which the Covered Solar Modules are installed, or you are the current owner of any such residence.

The “Subject Microinverters” are factory-integrated Generation 3.0 microinverters with serial numbers beginning with 4140515xxxx and 4140516xxxx. The Subject Microinverters were produced by a third-party manufacturer in 2015 and 2016 and installed in photovoltaic modules manufactured by SunPower from July 2015 to December 2016 and sold for residential use. This Settlement only pertains to Covered Solar Modules that were sold with the Subject Microinverters installed in them. The Covered Solar Modules were included in SunPower “Equinox” systems with panel model numbers SPR-E20-327-C-AC, SPR-E19-320-C-AC, SPR-E18-305-C-AC, SPR-X22-360-C-AC, SPR-X21-350-BLK-C-AC, SPR-X21-345-C-AC, SPR-X21-335-C-AC, SPR-X21-335-BLK-C-AC, and SPR-X20-327-BLK-C-AC.

You may be eligible to receive a cash payment if you submit a Claim Form to the Settlement Administrator in the manner described below.

The Court overseeing the Litigation authorized this Notice to inform you about the Settlement and your options before the Court decides whether to grant final approval of the Settlement. Further information about the Settlement can be found at www.MicroinverterSettlement.com.

The Plaintiffs in this lawsuit are Max Weiss, Lezley Holmes, Sebastien Tardif, and John Maczynski. The company they sued, SunPower Corporation, is the Defendant.

2. What is this lawsuit about?

Plaintiffs allege that the Solar Modules that SunPower manufactured, marketed, and sold with the factory integrated Subject Microinverters are defective in that the Subject Microinverters contained a defective component part manufactured by a third-party that causes the Subject Microinverters to prematurely degrade and cease to function at the expected level within a few years of installation, and long before the end of their claimed useful life. Plaintiffs allege that they and Settlement Class Members suffered economic losses as a result of the defective Subject Microinverters, including because the Solar Modules generate less power than expected. Thus, consumers may be required to pay higher electric utility bills and lose the opportunity to earn valuable incentives, including in some states, Solar Renewable Energy Credits (“SRECs”). Plaintiffs also allege that SunPower’s efforts to repair or replace the defective Subject Microinverters caused property damage to their and other Settlement Class Members’ homes.

SunPower denies the allegations and claims in the lawsuit, denies that it engaged in any wrongful or unlawful conduct, and denies that Plaintiffs or the Settlement Class have suffered any recoverable damages. SunPower contends that the microinverter issue impacts or potentially impacts a relatively small number of residential solar Modules manufactured through December 2016. SunPower contends that the microinverter issue is due to a component part manufactured by a third-party company, which component causes or may cause the Subject Microinverters to degrade, resulting in random and intermittent decrease in energy production from the Solar Modules containing the Subject Microinverters. The issue only impacts performance, it is not a safety issue. In 2017, SunPower began proactively replacing Subject Microinverters contained in Solar Modules. SunPower expects replacement of all Subject Microinverters contained in Solar Modules to be completed by June 30, 2021, subject to certain exceptions.

Both parties have agreed to this Settlement and the terms of the Settlement are summarized in this Notice. You can read the Settlement Agreement in full at www.MicroinverterSettlement.com.

3. What is a class action?

In a class action, the Plaintiffs act as the “class representatives” and file a lawsuit individually and on behalf of other people who have similar claims. This group of people is called the “class” and the people in the class are the “class members.” One court resolves the contested issues in the lawsuit for all class members, except for people who exclude themselves from the class. In this case, the presiding judge is the Honorable Sunil R. Kulkarni of the Superior Court of the State of California, in and for the County of Santa Clara.

4. Why is there a Settlement?

The Court did not decide in favor of Plaintiffs or SunPower. The Settlement is not an admission of wrongdoing by SunPower or that Plaintiffs’ claims lack merit, and this Notice does not mean the Court has expressed an opinion as to the merits of any claims or defenses in the lawsuit. The parties engaged in over eighteen months of negotiations, exchanged relevant evidence, consulted with experts, and participated in mediation overseen by an experienced mediator. The Settlement avoids the costs and risks of continued litigation and a trial, avoids disruption to SunPower’s business operations, and provides certain compensation for Settlement Class Members without the delay and uncertainty of trial. Plaintiffs and their counsel believe the Settlement is in the best interests of the Settlement Class Members.

WHO IS IN THE SETTLEMENT

5. Who is in the Settlement?

You are a Settlement Class Member if you are a U.S. resident and purchased, for residential use through a cash or financed transaction, one or more SunPower Solar Modules with factory integrated Subject Microinverters and currently own or formerly owned a residence on which the SunPower Solar Modules are installed, or if you are a current owner of any such residence. The Settlement does not cover Solar Modules that are leased (rather than purchased or financed). As discussed above, the “Subject Microinverters” are factory-integrated Generation 3.0 microinverters with serial numbers beginning with 4140515xxxx and 4140516xxxx. The Subject Microinverters were produced by a third-party manufacturer in 2015 and 2016 and installed in photovoltaic modules manufactured by SunPower from July 2015 to December 2016 and sold for residential use. The Covered Solar Modules were included in SunPower “Equinox” systems with panel model numbers SPR-E20-327-C-AC, SPR-E19-320-C-AC, SPR-E18-305-C-AC, SPR-X22-360-C-AC, SPR-X21-350-BLK-C-AC, SPR-X21-345-C-AC, SPR-X21-335-C-AC, SPR-X21-335-BLK-C-AC, and SPR-X20-327-BLK-C-AC.

6. What should I do if I am still not sure whether I am included as a Settlement Class Member?

If you received this Notice by direct mail, then SunPower’s records indicate that you are a potential Settlement Class Member. If you are not sure whether you are included in the Settlement Class, including whether your system includes Covered Solar Modules that are part of this Settlement, you can ask for free help by emailing the Settlement Administrator at info@MicroinverterSettlement.com or calling the Settlement Administrator at 1-877-888-4642 for more information.

THE SETTLEMENT BENEFITS

7. What benefits does the Settlement provide?

SunPower has agreed to pay certain cash payments to Settlement Class Members, but **to receive a payment, you must submit a Claim Form on or before February 10, 2022.**

To submit a claim, you must use the Claim Form provided with this Notice. You can also get a Claim Form at www.MicroinverterSettlement.com. For more information about your claim options, *see* Question 8 below, as well as the Claim Form and Settlement Agreement available at the Settlement Website.

Pursuant to the Settlement Agreement, in addition to paying Settlement Class Members who qualify for a payment, SunPower will also implement the following:

1. **Enhanced Customer Care Measures:** SunPower will create and maintain through December 31, 2021, a dedicated customer care program (“Enhanced Customer Care Program”) to address, on a timely and expedited basis, Settlement Class Members’ inquiries made via telephone, email, and/or mail, relating to their Solar Modules’ performance related to the Subject Microinverters. The Enhanced Customer Care Program will also assist with scheduling and completing retrofits of the Subject Microinverters. The Enhanced Customer Care Program will have live operator support during the hours of 9:00 am CT – 5:00 pm CT on non-holiday business days and will respond to after-hours calls or emails provided within one (1) business day;
2. **Retrofitting of Subject Microinverters:** SunPower has already retrofitted most customers’ Covered Solar Modules to replace the Subject Microinverters with new microinverters. To the extent it has not

already done so, SunPower will retrofit **all** Settlement Class Members' Covered Solar Modules with new microinverters, regardless of whether the Subject Microinverters are exhibiting any underperformance. SunPower will complete the replacement of the remaining Subject Microinverters at each residential site where they were installed by June 30, 2021, subject to certain exceptions.

8. Who can get money from the Settlement, and how much?

Settlement Class Members may submit a Claim Form to receive a cash payment if they experienced one or more of the following:

- (i) lost or reduced power production from their Covered Solar Modules;
- (ii) property damage to their residence / site due to repair or replacement of the Subject Microinverters in the Covered Solar Modules; and/or
- (iii) loss of solar renewable energy credits or other government financial incentives.

If the Court grants final approval of the Settlement, SunPower will pay \$4,750,000.00 into a Qualified Settlement Fund. The Settlement Fund will be used to pay Class Counsel's attorneys' fees and costs, settlement administration costs, service awards to the Class Representatives, and to make payments to Eligible Claimants who submit a timely and valid Claim Form, all subject to the approval of the Court. The maximum estimated amounts for the deductions from the \$4,750,000.00 million Settlement Fund are as follows: Class Counsel's attorneys' fees (\$1,583,333.33), costs (\$50,000), notice and administration expenses (\$130,000.00) and Service Awards (\$40,000).

After these fees and costs are deducted from the Settlement Fund, the remaining funds (approximately \$2,946,666.67) will be divided among the Eligible Claimants who submit valid Claim Forms in proportion to the number of Covered Solar Modules originally installed at their residences. If the Court awards the maximum amount for each of the deductions described above and each Settlement Class Member submits a valid and timely Claim Form, the average payment per Settlement Class Member would be \$173.52.

For information on how to submit a Claim Form, please refer to Question 10 below and the Settlement Website, www.MicroinverterSettlement.com.

9. What claims am I releasing if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement (*see* Question 16), you cannot sue, continue to sue, or be part of any other lawsuit against SunPower about the performance or retrofitting of the Subject Microinverters in the Solar Modules. The "Releases" section in the Settlement Agreement describes the legal claims that you release if you remain in the Settlement Class. The Settlement Agreement can be found at www.MicroinverterSettlement.com. Note that the only claims that are being released in this Settlement are claims related to the Subject Microinverters that have been or will be replaced by SunPower. You are not releasing any other claim regarding the Solar Modules, and you are not releasing any warranty rights.

HOW TO GET A PAYMENT—MAKING A CLAIM

10. How do I submit a claim and get a cash payment?

To be eligible to receive a cash payment from this Settlement you must complete and submit a valid and timely Claim Form. There are three (3) ways to do so. Your Claim Form may be submitted:

- (a) online at www.MicroinverterSettlement.com by following the instructions on submitting a claim;
- (b) by email to the Settlement Administrator using the email address info@MicroinverterSettlement.com; or
- (c) by U.S. Mail to the Settlement Administrator using the address: Microinverter Settlement; c/o A.B. Data, Ltd., P.O. Box 173052, Milwaukee, WI 53217.

You can contact the Settlement Administrator to request a Claim Form by telephone 1-877-888-4642, email info@MicroinverterSettlement.com, or U.S. Mail at Microinverter Settlement, c/o A.B. Data, Ltd., P.O. Box 173052, Milwaukee, WI 53217.

You are encouraged to complete and submit your Claim as soon as possible if you believe you are entitled to a payment under the Settlement.

11. What is the deadline for submitting a claim?

Claims must be submitted electronically or postmarked no later than February 10, 2022.

12. When will I get my payment?

The Court will hold a Final Approval Hearing on February 24, 2022, to decide whether to approve the Settlement. Updates about when payments will be made will be posted at the Settlement Website, www.MicroinverterSettlement.com.

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in the case?

Yes. The Court appointed the attorneys below to represent you and the Settlement Class. These attorneys are called Class Counsel. You will not be charged for their services.

Shanon J. Carson, Esq.
Glen Abramson, Esq.
Jeff Osterwise, Esq.
Amey Park, Esq.
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-4642

Sophia Rios, Esq.
Berger Montague PC
401 B Street, Suite 2000
San Diego, CA 92101
Telephone: (619) 489-0300

Email: SunPowerSettlement@bm.net

14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want your own lawyer, you may hire one, but you are responsible for paying that lawyer.

15. How will the lawyers be paid?

Class Counsel, who have not been paid for their services in this Litigation, will seek the Court's approval of one-third of the Settlement Fund as attorneys' fees (*i.e.*, \$1,583,333.33), and up to \$50,000 as reimbursement for out-of-pocket litigation costs that they advanced in pursuing the Litigation. The fees will compensate Class Counsel for investigating the case, prosecuting the Litigation, and negotiating and administering the Settlement. Class Counsel will also ask the Court to approve a service award payment of up to \$10,000 for each of the Class Representatives, including Max Weiss, Lezley Holmes, Sebastien Tardif, and John Maczynski.

When Class Counsel's motion for attorneys' fees, expenses and service awards is filed with the Court, it will be posted on the Settlement Website at www.MicroinverterSettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your rights, including your right to file your own individual lawsuit against SunPower related to the allegedly defective Subject Microinverters, then you must take steps to exclude yourself from the Settlement Class. This is called "opting out" of the Settlement Class. The deadline for requesting exclusion from the Settlement is January 10, 2022. To opt out, you must mail a letter to the Settlement Administrator at Microinverter Settlement, c/o A.B. Data, Ltd., P.O. Box 173001, Milwaukee, WI 53217 that includes the following:

- Your printed name;
- A statement that says, "I wish to exclude myself from the Settlement Class in the SunPower Class Action Settlement" (or substantially similar clear and unambiguous language); and
- Your actual written signature.

If you opt out of the Settlement, you will not have any rights as a Settlement Class Member under the Settlement; you will not receive any payment under the Settlement; you will not be bound by any further orders or judgments in the Litigation; and you will keep whatever rights you have with respect to this matter.

COMMENTING ON OR OBJECTING TO THE SETTLEMENT

17. How do I tell the Court if I object to the Settlement (or like the Settlement)?

If you are a Settlement Class Member and do not opt out of the Settlement, you can comment on the Settlement or make an objection. You cannot ask the Court to order a larger or different settlement; the Court can only approve or deny the Settlement that is before the Court. If the Court denies final approval of the Settlement, there will be no payments and the case will continue.

To object to the Settlement you must either timely mail a statement to the Settlement Administrator stating that you object to the Settlement in *Weiss v. SunPower Corporation*, No. 21CV384151, or object orally at the Final Approval Hearing. If you wish to submit a written objection, your written objection must include:

- Your printed full name;
- Accompanying evidence demonstrating that you are a Settlement Class Member;
- A detailed statement stating the objection and the specific aspect(s) of the Settlement being challenged; the specific reason(s), if any, for each such objection, and including any evidence and legal authority in support of the objection(s);
- Any other supporting papers, materials, or briefs that the Settlement Class Member wishes the Court to consider when reviewing the objection;
- If you are represented by a lawyer, the name, address, telephone number, and email address of your lawyer;
- A statement of whether you and/or your lawyer intend to appear at the Final Approval Hearing; and
- Your actual written signature and date of signature.

To be valid, you must mail your objection by U.S. Mail and it must be postmarked no later than January 10, 2022, to Microinverter Settlement, c/o A.B. Data, Ltd., P.O. Box 173052, Milwaukee, WI 53217.

If you wish to make an oral objection at the Final Approval Hearing, *see* Question 19 below.

18. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you. You cannot both opt out and object to the Settlement. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a request for exclusion.

THE COURT'S FINAL APPROVAL HEARING

19. When is the Court's Final Approval Hearing?

The Court will hold a Final Approval Hearing at 1:30 pm on February 24, 2022, at Downtown Superior Court, Dept. 1, 191 North First Street, San Jose, CA 95113. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also consider Class Counsel's motion for attorneys' fees, expenses, and service awards to the Class Representatives.

The Court may reschedule the Final Approval Hearing or change any of the deadlines described in this Notice. Be sure to check the Settlement Website, www.MicroinverterSettlement.com, for any changes. You can also access the case docket via the Court's Case Information Portal at <https://portal.scscourt.org>.

Hearings before the judge overseeing this case are again being conducted in person. However, remote appearances are still permitted, and are offered with the assistance of a third-party service provider, CourtCall. If that remains the case at the time of the Final Approval Hearing, Settlement Class Members who wish to appear at the Final Approval Hearing remotely should contact Class Counsel to arrange an appearance through CourtCall, at least three days before the hearing if possible. Any CourtCall fees for an appearance by an objecting Settlement Class Member shall be paid by Class Counsel.

If the Court approves the Settlement and enters a Final Approval Order and Judgment, the Final Approval Order and Judgment will be posted to the Settlement Website, www.MicroinverterSettlement.com.

20. Do I have to come to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the Final Approval Hearing to talk about it. If you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you do nothing, you will receive no money from this Settlement, you will be bound by the Settlement and all of its terms, including the release of claims, and you will give up your legal remedies for the conduct alleged in the lawsuit. However, you will still have the opportunity to have the Subject Microinverters in your Solar Modules replaced with new microinverters (if they have not already been replaced), provided you cooperate and allow SunPower reasonable site access.

GETTING MORE INFORMATION

22. Are more details about the Settlement available?

Yes. This Notice summarizes the basic terms of the proposed Settlement Agreement. You can view the precise terms of the Settlement Agreement and other important case documents at www.MicroinverterSettlement.com or by accessing the docket through the Court's Case Information Portal located at the following address <https://portal.scscourt.org>, or, subject to COVID-19 closures, by visiting the office of the Clerk of the Court located at 191 North First Street, San Jose, California 95113 between 8:30 am – 1:30 pm, Monday – Thursday and 8:30 am – 12:00 pm on Friday, excluding court holidays. The Court's business hours are subject to change, so please refer to the Court's website, https://www.scscourt.org/general_info/contact/courthouses/dts.shtml or call (408) 882-2100 for its current business hours.

PLEASE DO NOT CALL OR CONTACT THE COURT, THE COURT CLERK'S OFFICE, OR DEFENDANT'S COUNSEL REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS.

23. How do I get more information?

The Settlement Website, www.MicroinverterSettlement.com, contains all relevant information about the Settlement, as well as all relevant documents such as the Settlement Agreement and Claim Form. You can also call or write to the Settlement Administrator at Microinverter Settlement, c/o A.B. Data, Ltd., P.O. Box 173052, Milwaukee, WI 53217; 1-877-888-4642.

You can also request assistance from Class Counsel using the contact information set forth above.