

If You Purchased, Installed or Have Had Open Energy 34 Watt Solar Tiles on Your Roof, You May Be Entitled to Replacement of the Tiles and/or Money From a Settlement

Please Read this Note: Your Solar Tiles May Pose a Fire Risk

A court authorized this notice. This is not a solicitation from a lawyer.

- A Settlement has been reached in a class action lawsuit about **34 watt solar tiles** manufactured between 2007 and 2009. The 34 watt tiles (“Solar Tiles”) replace conventional roof tiles and provide solar power to the property (*see* Question 3 for sample images). They were most commonly sold under the names SolarSave® or SolarBlend™ (*see* Question 4 for a complete list of names). The lawsuit claims these Solar Tiles are defective. (The lawsuit and Settlement do **not** cover Open Energy **35 watt** or Solar Blend **50 watt** solar tiles. Those separate designs look similar but are not involved in this lawsuit.)
- Generally, the Settlement includes anyone who: (1) purchased or installed Solar Tiles, (2) or purchased a property on which Solar Tiles were installed, (3) rented a property on which Solar Tiles were installed, or (4) paid to remove and replace a Solar Tile system—(see Question 7 for any exclusions).
- The Settlement will provide cash payments and/or removal or replacement of the Solar Tiles for eligible consumers (including labor and new solar panels for those requesting replacement). If construction permits and/or a new inverter are required to replace your system (under your local building code), you may be required to pay those costs (*see* Question 9).

Your legal rights are affected even if you do nothing. Please read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM	You must submit a claim to get benefits.
ASK TO BE EXCLUDED	Get no benefits from the Settlement. This is the only option that allows you to sue the Defendants over the claims resolved by this Settlement.
OBJECT	Write to the Court if you do not like the Settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.
DO NOTHING	Get no payment or replacement. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Benefits will only be provided if the Court approves the Settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why is there a notice?

A Court authorized this notice because you have a right to know about a proposed Settlement of a class action lawsuit, and other lawsuits, and about all of your options before the Court decides whether to give final approval to the Settlement. This notice explains the lawsuits, the Settlement, and your legal rights.

Judge Barry P. Goode of the Superior Court of California, County of Contra Costa is overseeing this case. The lawsuits resolved by this Settlement are:

- *William Kuffner v. Suntech America, Inc.*,
Contra Costa County Superior Court, No. C13-01328 (“Kuffner Action”);
- *Cameron Park Senior Living, LLC v. Petersen-Dean, Inc.*,
El Dorado County Superior Court, No. PC20130177 (“Cameron Park Action”); and
- *Brian Everett v. Pulte Group, Inc.*,
Placer County Superior Court, No. SCV0033498 (“Everett Action”)(as to Solar Tile claims).

The people who sued are called the “Plaintiffs.”

The “Defendants” are:

- *Kuffner Action*: Suntech America, Inc. (“Suntech America”); Wuxi Suntech Power Co. Ltd. (“Wuxi”); Burlingame Industries, Inc. doing business as Eagle Solar (“Burlingame”); ASI Liquidating Co., Inc., formerly known as Applied Solar Inc. and Open Energy Corporation (“Open Energy”); and David Field. Some of these Defendants are also involved in the Cameron Park and Everett Actions.
- *Cameron Park Action*: Petersen Dean
- *Everett Action*: Centex Homes and Pulte Group, Inc.

2. What is this about?

The lawsuits claim that the Solar Tiles are defective, do not generate the expected level of power, and create a potential fire hazard. This Settlement does not involve or resolve any claims for bodily injuries. The Defendants have denied all claims in this case. In addition, three of the Defendants (Wuxi, Suntech America, and Open Energy) have declared bankruptcy, and the insurance companies for all Defendants have disputed coverage for the claims.

3. What Solar Tiles are covered by this Settlement?

The Solar Tiles covered by this Settlement are not traditional rack mounted solar panels, but were specially designed to blend in with the roof and replace traditional roofing tiles. Images of a typical installation are included below to help you identify whether you might be a member of the Settlement Class.



4. What brand names are included in this Settlement?

The Solar Tiles included in this Settlement were most commonly sold under the brand names SolarSave[®] or SolarBlend.[™] They may have been sold under other brand names including (but not limited to) the following:

34W SolarSave [™] Tiles 34W SolarBlend [™] Tiles 34W Solar Roofing Tiles Applied Solar 3ft Roofing Tile Applied Solar's SolarSave [™] BIPV DC Power SolarSave [™] Tiles Eagle Solar Roofs Powered by SolarSave [™] Integrated Solutions Eagle Solar Roof	OE-34 Open Energy OE34 Solar Tile Open Energy Roofing Tiles Open Energy's SolarSave [™] Roofing Tile Open Energy SolarSave [™] Roof Tile OE-34 Open Energy's SolarSave [™] PV Tile	SolarSave [™] SolarSave [™] OE-34 SolarSave [™] Roofing Tile SolarSave [™] Roofing Tile Slate Grey 34 SolarSave [™] ST-34
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This Settlement does **not** cover Open Energy **35 watt** tiles or Solar Blend **50 watt** tiles. These 35 and 50 watt tiles look very similar to the Solar Tiles included in the Settlement, but are different products. If you don't know whether you have the correct product, contact the Claims Administrator at 1-844-619-9804 to help determine whether you are a member of the Settlement Class.

5. Why is this a class action?

In a class action, one or more people called "settlement class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "settlement class" or "settlement class members." In this Settlement, the Settlement Class Representatives are William and Cindy Kuffner. One court resolves the issues for all members of the Settlement Class, except for those who exclude themselves from the Settlement Class.

6. Why is there a Settlement?

The Court has not decided in favor of the Plaintiffs or the Defendants. Instead, both sides have agreed to a Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and the people affected will get a chance to receive replacement or removal of their systems and/or compensation. The Class Representatives and their attorneys think the Settlement is best for all Settlement Class Members. The Settlement does not mean that the Defendants did anything wrong.

WHO IS PART OF THE SETTLEMENT?

If you received mailed notice of the Settlement, then you are believed to be a member of the Settlement Class. But even if you did not receive a notice by mail, you may be a member of the Settlement Class, as described below.

7. How do I know if I am part of the Settlement?

You are included in the Settlement if you (1) purchased or installed Solar Tiles, (2) purchased a property or other structure on which Solar Tiles were installed at the time of purchase, (3) rented a property on which Solar Tiles were installed, (4) paid to remove and replace a Solar Tile system, or (5) otherwise have a financial interest in the Solar Tiles or the energy generating capacity of the Solar Tiles.

"Property" means any structure, including but not limited to homes, townhouses, condominiums, apartments, multi-unit housing structures, hotels, motels, hospitals, schools, churches or other places of worship, commercial structures, government structures, homes within a homeowners association or other similar entities, other types of buildings (e.g., guest houses, garages, workshops, sheds, hangers), or other structures of any kind, whether

commercial or residential (including permanent or temporary residential structures), or any improvement to real property.

The Settlement does not include the Defendants or any entity in which a Defendant owns a controlling interest and their legal representatives, heirs, and successors (except a Defendant or entity that removed or replaced a Solar Tile system may seek reimbursement for certain expenses). The Settlement also does not include the judge or judges to whom this case is assigned and their immediate family members.

8. What if I am not sure whether I am included in the Settlement?

If you are not sure whether you are included in the Settlement, you may call 1-844-619-9804 with questions or visit www.SolarPanelSettlement.com. You may also write with questions to Open Energy Solar Tile Settlement, P.O. Box 1272, Lancaster, CA 93584.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

The Settlement provides total benefits of \$10,622,183 in cash, materials and services. The Defendants, or their insurers, will contribute money and certain materials or labor valued as follows:

DEFENDANT OR INSURER	CONTRIBUTION
Wuxi	\$1,338,480
Wuxi's Insurers	\$4,500,000
Suntech America's Insurers	\$1,250,000 (Suntech America declared bankruptcy.)
Open Energy's Insurers	\$1,000,000 (Open Energy declared bankruptcy)
Burlingame	\$250,000 (cash) \$175,500 in free concrete roofing tiles to be used for replacement work (estimated retail value; actual value may be higher or lower depending on number of concrete roofing tiles used)
Burlingame's Insurer	\$750,000
Petersen-Dean	\$1,358,203 in free labor and materials for replacement work.
Total Value of Settlement (cash, materials, and labor)	\$10,622,183

The replacement solar panels will come with an industry standard manufacturer's warranty issued by the manufacturer of the replacement panels.

The labor work provided will come with an industry standard warranty from the contractor hired (by the claims administrator) to perform the replacement work.

The cost to administer the Settlement as well as attorney fees and costs and any court-approved payments to the Settlement Class Representatives will come out of this fund (see Question 20). Generally, the Settlement will provide the following:

- Up to \$5,338,480 of the fund will be available to pay to replace Settlement Class Member Solar Tiles (including labor, materials, and new solar panels at agreed-upon rates, limits, and conditions) or otherwise compensate Settlement Class Members (see Question 10).
 - **The new panels installed will be a traditional rack mounted solar tile system** (see images below). If you do not want a rack mounted system, you have the option of having your Solar Tiles removed and replaced with traditional concrete roofing tiles. If you choose this alternative option, you will **also** receive a cash payment.



- Concrete roofing tiles will be installed where the old tiles were installed, and the new solar panels will be installed over the replaced concrete tiles. Due to advances in solar technology, the footprint of the new system is likely to be smaller than the footprint of the replaced tiles. Commercially reasonable efforts will be used to color match the new concrete roof tiles to your existing roof, but an exact match is not guaranteed. Any difference in color for concrete roof tiles not covered by the new rack mounted solar panels should fade with time.
 - If construction permits and/or a new inverter are required to replace your system (under your local building code), non-Centex homeowners will be required to pay those costs. If there is any money left after the claims, specified reimbursements, and other Settlement costs have been paid, it will be used to reimburse, in whole or in part depending on the amount available, the cost of building permits and inverters paid by individual Settlement Class Members.
 - Petersen-Dean has agreed to perform the majority of this work at guaranteed rates (payable from the settlement fund).
 - If a Settlement Class Member chooses to use their own replacement contractor (instead of Petersen-Dean or another contractor hired by the Claims Administrator), the work and replacement solar panels will be reimbursed at the rate of \$132.98 per Solar Tile replaced. The Settlement Class Member would be responsible for any additional costs charged by the contractor.
- Centex will receive \$1,050,000 as partial reimbursement for previously replacing 222 Class Member Solar Tile systems.
 - Cameron Park (a retirement community that installed thousands of Solar Tiles and is an individual plaintiff/Settlement Class Member) will receive free replacement panels, free concrete roofing tiles and installation. Cameron Park will pay the cost of the new inverters required for its development, but will have the right to receive up to \$170,000 in reimbursement for this cost if money remains at the conclusion of the claim/replacement period.

More details are available in a document called the Settlement Agreement, which is available at www.SolarPanelSettlement.com.

10. What can I get from the Settlement?

It depends on your individual circumstances. The table below summarizes the benefits available to homeowner Settlement Class Members. Certain benefits vary based on whether the company or companies that distributed your Solar Tiles have declared bankruptcy.

If you are a contractor who replaced a Solar Tile system for free, see Question 11 for your potential benefit.

If you don't fit into any of the categories listed below, and are not a contractor who replaced a system for free, please see Question 12.

	Category 1	Category 2	Category 3
Which category best describes you?	I currently have Open Energy 34 Watt Solar Tiles installed on my roof. [Note: Category 1 does not include named plaintiffs in the <i>Everett</i> action.]	I used to have Open Energy 34 Watt Solar Tiles installed on my roof and My tiles were previously removed or replaced.	I live in a Centex development. and I used to have Open Energy 34 Watt Solar Tiles installed on my roof. and Centex previously removed and replaced them.
The benefits available to you are as follows.	<input type="checkbox"/> Option 1: Have an approved contractor replace your Solar Tile system. You pre-pay the permit fees and cost of inverter (estimated to cost \$1,500), subject to possible reimbursement. If money remains after claims, reimbursements, and costs are paid, permit fees and inverter costs will be reimbursed from the Settlement Fund (see Question 9). However, this reimbursement is not guaranteed. <input type="checkbox"/> Option 2: Have an approved contractor remove your Solar Tile system and replace it with a conventional, non-solar roof. Also receive a payment of \$54.25 per Solar Tile removed. <input type="checkbox"/> Option 3: Receive a payment of \$60 per Solar Tile. Class Counsel strongly recommends Option 1 or Option 2 due to the alleged fire risk. You will be required to acknowledge this risk as part of the claims process and waive your insurer's right to seek compensation for any fire damage that results in the future.	<input type="checkbox"/> Only Option: If you paid for the replacement yourself, you may receive a cash payment of \$132.98 per Solar Tile replaced. If replaced without charge to you, the replacing party may be entitled to the payment.	<input type="checkbox"/> Only Option: Get a cash payment of \$500 (per home).

11. What if I am a contractor or other person who replaced a Settlement Class Member's Solar Tiles?

If you are a contractor or other person who replaced a Solar Tile system at no cost to the Settlement Class Member property owner (other than a Centex home), you are eligible to receive a cash payment of \$132.98 per Solar Tile replaced.

12. What if I don't fit these categories?

If none of the categories included in the answers to Questions 10 or 11 apply to you, but you believe you suffered other damages that you can prove which resulted from the Solar Tiles, you may qualify to receive a payment. You may submit a claim explaining your loss and the Claims Administrator will let you know if you qualify for a payment of up to \$250 per property location.

13. When will I receive benefits?

Settlement Class Members who are entitled to payments or replacement will receive their benefits after the Court grants final approval of the Settlement and after any appeals are resolved (see "The Fairness Hearing" below). If

there are appeals, resolving them can take time. Please be patient. The replacement program will take approximately one year to complete following Settlement approval. Replacements will be scheduled based on the order in which claims are submitted and processed, as well as geographic location (properties in the same area may be scheduled at the same time to save costs).

14. What am I giving up to stay in the Settlement Class?

Unless you exclude yourself, if the Settlement becomes final you will give up your right to sue anyone, including but not limited to the Defendants, for the claims being resolved by this Settlement. The specific claims you are giving up include all claims relating to the design, manufacturing, materials used, testing performed, warnings provided, marketing, advertising, sale, installation, instructions, performance or any failure to perform (including energy production or lack of energy savings or production), including any defect or warranty claim, related to the Solar Tiles, as more fully described in Section IX of the Settlement Agreement. The only exclusion is a claim for bodily injury caused by the Solar Tiles. The Settlement Agreement is available at www.SolarPanelSettlement.com.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 15 for free or you can, if you wish, talk to your own lawyer at your own expense if you have questions about what this means.

HOW TO GET BENEFITS

15. How do I get benefits?

All Settlement Class Members will need to submit a Claim Form to receive benefits. If you did not receive a Claim Form in the mail, Claim Forms are available at www.SolarPanelSettlement.com or by calling 1-844-619-9804. Please submit your claim form as soon as possible; priority in scheduling will be based on the order in which Claim Forms are received. The deadline to submit a Claim Form is one year from final approval, but late claims may be accepted if any money remains. Please read the instructions carefully, and fill out the Claim Form and mail it. Please mail the Claim Form to:

Open Energy Solar Tile Settlement
P.O. Box 1272
Lancaster, CA 93584

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want benefits from this Settlement, and you want to keep the right to sue the Defendants or anyone else about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself - or it is sometimes referred to as "opting out" of the Settlement Class.

16. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail a letter or other written document to the Claims Administrator. Your request must include:

- Your full name, current address, telephone number, and the property location where your Solar Tiles are installed (if different from your current address);
- A statement that you "want to be excluded from the proposed class in *Kuffner v. Suntech America, Inc.* and receive none of the benefits of the Settlement;" and
- Your signature.

Please also include, if possible, the date of purchase, the number of Solar Tiles installed on the property, and the name and signature of your attorney (if you are represented by one).

You must mail your exclusion request, postmarked no later than **February 15, 2016**, to Solar Panel Settlement, P.O. Box 1272, Lancaster, CA 93584.

If you exclude yourself and want to withdraw your Request for Exclusion from the Settlement, you must send a letter to the address above by **February 15, 2016**. If you do, you will be treated as a Settlement Class Member and will be eligible to file a claim.

17. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up the right to sue anyone, including but not limited to Defendants, for the claims that this Settlement resolves.

18. If I exclude myself, can I still get benefits?

No. You will not get benefits if you exclude yourself from the Settlement.

THE LAWYERS REPRESENTING YOU

19. Do I have a lawyer in the case?

Yes, the Court has appointed the following to represent all Settlement Class Members as “Class Counsel:”

David M. Birka-White Birka-White Law Offices 65 Oak Court Danville CA 94526 Tel: 925-362-9999	John D. Green Farella Braun + Martel LLP 235 Montgomery Street, 18 th Floor San Francisco, CA 94104 Tel: 415-954-4492
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You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. How will the lawyers be paid?

Class Counsel will ask the Court for attorneys’ fees of up to 25% of the total value of the Settlement Benefits, plus reimbursement for costs and expenses. The fees and expenses awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and costs to award. Class Counsel will also request a special service payment of \$5,000 to be paid from the Settlement Fund to each Settlement Class Representative for their service as representatives on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

21. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member and do not opt out, you can object to the Settlement if you don’t like some part of it. The Court will consider your views. To object, you must submit a letter that includes the following:

- Your full name, current address, telephone number, and the property location where your Solar Tiles are installed (if different from your current address);
- The reasons you object to the Settlement, along with any supporting materials;
- Whether you intend to appear at the Fairness Hearing (*see* Question 23);
- Your signature; and
- The name and signature of your attorney (if you are represented by one).

Please also include, if possible, the date of purchase, and the number of Solar Tiles installed on the property.

You must mail your objection to the following address, postmarked by **February 15, 2016**:

Open Energy Solar Tile Settlement
P.O. Box 1272
Lancaster, CA 93584
Toll Free: (844) 619-9804

22. What is the difference between objecting and asking to be excluded?

Objecting is telling the Court that you don't like something about the Settlement. You can object only if you don't exclude yourself from the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses. You may attend and you may ask to speak, but you do not have to.

23. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing at **8:30 a.m.** on **March 3, 2016** at 725 Court Street, Department 17, Martinez, CA 94553. The hearing may be moved by the Court to a different date or time without additional mailed notice to you, so it is a good idea to check www.SolarPanelSettlement.com or call 1-844-619-9804 for updates about the hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

24. Do I have to attend the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. You may also pay another lawyer to attend, but it is not required.

25. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you are objecting and intend to request permission to speak, you should include that request in your written objection (*see* Question 21).

GETTING MORE INFORMATION

26. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement or Claim Form at www.SolarPanelSettlement.com. You also may write with questions to Open Energy Solar Tile Settlement, P.O. Box 1272, Lancaster, CA 93584 or call the toll-free number, 1-844-619-9804.