

# C A M P A I G N F O R ACCOUNTABILITY

March 29, 2017

The Honorable Ellen F. Rosenblum  
Attorney General  
State of Oregon  
1162 Court Street NE  
Salem, OR 97301-4096

**By Email:** [help@oregonconsumer.gov](mailto:help@oregonconsumer.gov)

Re: Violations of Oregon's Unfair Trade Practices Act

Dear Madame Attorney General:

Campaign for Accountability (CfA) requests that you open an investigation into companies that provide solar panels to individual homes in Oregon. A review of the extensive consumer complaints filed with the Office of the Attorney General ("OAG") reveals many of these companies have engaged in false and misleading acts in the marketing and sale or lease of solar panels, in apparent violation of Oregon law.

## Background

In response to a public information request submitted by CfA asking for complaints pertaining to the sale or leasing of solar panels and their installation on the roofs of customers' homes from 2012 through the present, OAG released 58 complaint files<sup>1</sup>. Oregon residents identified numerous companies that had provided poor or inadequate service, falsely represented the savings the customers would realize from solar power, lured them in with low price quotes that later proved to be false, required them to sign confusing contracts, and/or performed shoddy installation of the solar panels. The largest number of complaints was lodged against SolarCity.

It appears from many of the complaints that these companies promised significant savings in customers' monthly utility bills with the installation of rooftop solar panels, but those savings never materialized. Some complainants reported possible hardships faced when trying to sell their homes. Finally, one complainant reported that the company SolarTek appears to prey on senior citizens.

Several customers of SolarCity reported that the company promised significant savings in customers' monthly utility bills with the installation of rooftop solar panels, but those savings never materialized. For example, one SolarCity customer (FF7882-15) stated that the company repeatedly told him the maximum amount he would ever be charged per month was \$76.63.<sup>2</sup> In

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<sup>1</sup> Some of the complaints released pre-date the contours of our request.

<sup>2</sup> Complaint against SolarCity, December 15, 2015, attached as Exhibit A.

fact, he was, charged an additional \$75/month to prepay the cost of an Oregon tax credit. The customer complained, "This system costs me more than I would have paid PGE. I would have never agreed to any of this if they had been up front about what the monthly bill would really be. I don't believe they were dealing in good faith when selling the system."<sup>3</sup>

Another SolarCity customer (FF4608-14) reported that his monthly bill was nearly double what the company had promised.<sup>4</sup> He reported that he maintained his current energy usage, but SolarCity wanted to charge him for what it claimed was his additional energy use. SolarCity set up the customer's solar system utilizing the state's Feed-in Tariffs (FIT) program. The customer later wrote, "I believe Solar City should be investigated to see if similar problems exist with other consumers using the FIT option for power with PGE. It is my contention that Solar City is benefiting financially and using the ignorance of consumers to its advantage."<sup>5</sup>

Yet another SolarCity customer (FF5824-15) reported the company had failed to fill out the proper paperwork to allow the customer to receive \$1,500 in tax rebates.<sup>6</sup> The customer contacted the company numerous time over several months, but the company refused to cover the cost of the tax incentives. Only after OAG intervened did the company agree to reimburse the loss.<sup>7</sup>

A woman purchasing a house with solar panels installed by SolarCity repeatedly tried to contact the company to ask questions before sale was completed, but the company refused to provide any information.<sup>8</sup> (FF1347-15) Once the sale was completed, she alleged the company forced her to lease the panels herself. Later, when she sought to sell the property, SolarCity informed her she would have to pay out the remaining amount on the lease, \$9,000, if the new owner did not assume it. The complainant ultimately transferred the lease to the new owner of the house.<sup>9</sup>

Another SolarCity customer (FF7290-15) reported the company failed to submit an accurate invoice to her for 18 months.<sup>10</sup> Despite numerous efforts to clear the matter up, SolarCity repeatedly refused to honor the terms of the agreement. This matter, too, finally was resolved with the assistance of the OAG.<sup>11</sup>

One complainant (FF1588-12) specifically alerted OAG about the disturbing business practices of National Solar.<sup>12</sup> The company promised the homeowners they would receive tax

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<sup>3</sup> *Id.*

<sup>4</sup> Complaint against SolarCity, July 19, 2014, attached as Exhibit B.

<sup>5</sup> Follow-up Email from SolarCity Customer, August 12, 2014, attached as Exhibit C.

<sup>6</sup> Complaint against SolarCity, September 14, 2014, attached as Exhibit D.

<sup>7</sup> Letter from SolarCity to Customer, October 16, 2014, attached as Exhibit E.

<sup>8</sup> Complaint against SolarCity, February 23, 2015, attached as Exhibit F.

<sup>9</sup> Letter from SolarCity to Customer, March 26, 2015, attached as Exhibit G.

<sup>10</sup> Complaint against SolarCity, November 19, 2015, attached as Exhibit H.

<sup>11</sup> Letter from SolarCity to Customer, January 27, 2016, attached as Exhibit I.

<sup>12</sup> Complaint against National Solar, February 13, 2012, attached as Exhibit J.

rebates totaling \$14,593. Based on that representation, the customers agreed to finance the remaining \$13,368. Nearly a year later, when paying their taxes, the consumers discovered they were not, in fact, eligible for the tax rebate. Despite admitting during settlement negotiations with the complainants that such rebates did not exist, National Solar continued to advertise the costs savings available through the tax rebates.<sup>13</sup> The company eventually agreed to cover the cost of the tax credits for the complainant after the OAG became involved, allegedly to avoid “any bad publicity.”<sup>14</sup>

Another National Solar customer, (FF3716-10) stated the company’s salesperson had misrepresented the terms of the agreement.<sup>15</sup> He and his wife had not expected to be locked into the contract until they had obtained financing (from a company referred by National Solar), but when they tried to rescind after receiving the loan documents and being surprised by the terms, the company refused to cancel the contract. Unable to afford the \$7,000 cancellation fee, they reluctantly signed the loan agreement.<sup>16</sup> The customers complained, “It is our belief that National Solar still refuses to accept that their salesmen mis- represented (sic) the program and is simply putting their spin on the situation.”<sup>17</sup>

Finally, one complainant (FF2860-10) alerted OAG to Solar Tech Energy International’s efforts to fraudulently target senior citizens.<sup>18</sup> The company invited the complainant to a free dinner attended largely by people in their 80s and promised savings of 20 to 30 percent on the customers’ utility bills. The consumer signed up for the service, but rescinded two days later after learning about the company’s negative reputation, reporting:

Our concern is that a select group of people, senior citizens, who may be on a limited income, is being targeted with what appears to be a scam. It seems the product does not provide savings but instead causes mold problems. In addition, because of their age, senior citizens may not benefit from any cost savings from the product.<sup>19</sup>

#### *Potential Violations of Law*

Oregon’s Unlawful Trade Practices Act (“UTPA”), ORS § 646.607, provides that a person engages in an unlawful trade practice by employing an “unconscionable tactic in connection with selling, renting or disposing of real estate, good or services, or collecting or enforcing an obligation;” or by failing “to deliver all or any portion of real estate, goods or services as promised.” Specifically, pursuant to ORS § 646.608, prohibited actions include, *inter alia*:

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<sup>13</sup> Follow-up Letter from Complainant, March 30 2012, attached as Exhibit K.

<sup>14</sup> *Id.*

<sup>15</sup> Complaint against National Solar, April 13, 2010, attached as Exhibit L.

<sup>16</sup> Follow-up Email from Customer, May 17, 2010, attached as Exhibit M.

<sup>17</sup> *Id.*

<sup>18</sup> Complaint against Solar Tech Energy International, March 22 2010, attached as Exhibit N.

<sup>19</sup> *Id.*

- (e) representing that real estate, goods, or services have characteristics or benefits they do not have;
- (k) making false or misleading representations concerning credit availability or nature of the transaction or obligation incurred; and
- (s) making false or misleading representations of fact concerning the offering price of, or person's cost for real estate, goods, or services.

The practices of numerous solar companies outlined in the complaints filed with your office appear to violate these statutory provisions. By falsely representing the savings and rebates customers would receive from solar energy roof panels and the overall impact of solar energy as a more cost-effective energy alternative, companies like SolarCity appear to have violated the UTPA.

Further, the complaints reflect the harsh reality that solar companies operating in Oregon often take advantage of vulnerable populations: the elderly and those living on fixed incomes. As a result, the impacts of these apparently fraudulent practices are all the more devastating, leaving customers with even higher monthly utility costs and loans that often exceed what they can afford to pay, and plunging them into a cycle of debt.

These problems are exacerbated by the one-sided contracts of adhesion those who purchase or lease solar roof panels are required to sign. When considering whether a contract is unconscionable, Oregon courts consider both procedural and substantive factors. *Bagley v. Mt. Bachelor, Inc.*, 356 Ore. 543, 340 P.3d 27, 35 (2104); *Vasquez-Lopez v. Beneficial Oregon, Inc.*, 210 Ore. App. 553, 152 P.3d 940, 948 (2007). Procedurally, Oregon courts look for oppression and surprise: was there inequality in the bargaining power of the parties to the contract, resulting in no real opportunity to negotiate the terms and an absence of meaningful choice; and to what extent were the supposedly agreed upon terms hidden from the party seeking to void the contract. *Id.* "Gross inequality of bargaining power, a take-it-or-leave it bargaining stance, and the fact that a contract involves a consumer transaction can be evidence of oppression." *Bagley* at 35. Substantive unconscionability focuses on "whether the substantive terms contravene the public interest or public policy." *Id.*

The solar company contracts that complainants submitted to the OAG have the earmarks of contracts of adhesion: the bargaining power of the parties is unequal, there is no opportunity to negotiate the terms, and the contracts involve consumer transactions. Based on the apparent fraud solar companies use to induce customers to sign these unequal contracts, an investigation is warranted not only into whether specific contracts should be voided, but whether the terms of these contracts are against the public interest overall.



*Conclusion*

Solar companies operating in Oregon are employing a variety of strategies and practices that may enhance their bottom line, but are leaving customers frustrated, unhappy, and facing even bigger utility bills. Laws like the Oregon Unlawful Trade Practices Act protect against the kinds of fraudulent practices that seem so prevalent in the solar energy industry, but their utility depends on more aggressive enforcement. In many cases the OAG has intervened, assisting consumers to negotiate some sort of settlement. There likely, however, are many other instances where consumers have been victimized, but may not have been aware they could seek assistance from the OAG. In any event, this appears to be a systemic problem, requiring a broader inquiry and solution.

Other watchdog organizations share our concerns. Last August, Public Citizen, submitted comments to the Federal Trade Commission criticizing the arbitration clauses included in rooftop solar contracts and noting that solar leasing arrangements pose “significant financial risks for families.”<sup>20</sup> Around the same time, the National Consumer Law Center submitted comments to the Consumer Financial Protection Bureau, urging the agency to take action to protect low-income consumers citing, among other things, a dramatic increase in leases for solar panels “and extensive complaints of false claims as to the savings with such panels and the terms of the leases.”<sup>21</sup>

CfA therefore requests that your office launch a statewide investigation into the consumer practices of solar energy companies, drawing on the many examples found in the complaints lodged with your office. If these companies are violating Oregon law, they must be held accountable.

Sincerely,



Daniel E. Stevens  
Executive Director

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<sup>20</sup> Letter from Tyson Slocum, Energy Program Director, Public Citizen, to Edith Ramirez, Chairwoman, Federal Trade Commission, August 22, 2016, *available at* <https://www.citizen.org/documents/federal-trade-commission-comments-solar-consumer-protections-august-2016.pdf>.

<sup>21</sup> National Consumer Law Center, Comments to the Consumer Financial Protection Bureau regarding Arbitration Agreements, at 29, August 22, 2016, *available at* <https://www.nclc.org/images/pdf/arbitration/comments-arbitration-agreements-2016.pdf>.

# EXHIBIT A



**DEPARTMENT OF JUSTICE**

**CIVIL ENFORCEMENT DIVISION**

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

January 5, 2016

SOLAR CITY CORPORATION  
3055 CLEARVIEW WAY  
SAN MATEO, CA 94402

Re: FF7882-15  
PAUL G DAILEY

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [alicia.suarez@doj.state.or.us](mailto:alicia.suarez@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

Alicia Suarez  
Enforcement Officer

Enclosure:  
Consumer Complaint  
EZ-E1

12/22/2015 13:25

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Ellen F. Rosenblum  
Attorney General



Portland Area (503) 229-5576  
Salem Area (503) 378-4320  
Toll Free Area (877) 877-9392  
Fax (503) 378-8910  
www.oregonconsumer.gov

**OREGON DEPARTMENT OF JUSTICE  
CONSUMER COMPLAINT FORM**

**Please Note the Following:**

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney. If you paid by credit card, the card issuer may offer relief (or protection).

1. Please use dark ink. Type or print clearly.  
2. Return this form with copies of important papers.

3. Keep your original papers.  
4. Attach any additional explanation.

Paul G Dailey  
First Name Middle Initial Last Name

4781 Serra Ct NE  
Mailing Address

Salem OR 97305-2644  
City State Zip

541-990-2809 541-990-2809 pauldailey@cox.net  
Day Phone Evening Phone Cell phone number Email address

SolarCity  
Name of Business or person about which you are complaining

3055 Clearview Way  
Mailing/Street Address

San Mateo CA 94402  
City State Zip

888-765-2489  
Phone

Date of Transaction(s): 5/12/15

How much money, if any, do you believe you lost? \$3,600.00

Whom have you contacted regarding your complaint?

☐ Attorney

☐ I am not requesting action on this complaint.

☐ I am over 65 years of age

☐ I am under 30 years of age

☐ English is not my first language

☒ Business SolarCity

☒ I am a veteran

☐ Other

☐ I would like info on Veteran's Benefits

If you would like to receive **SCAM ALERTS**, print your email address:

| FOR OFFICIAL USE ONLY |  |  |               |
|-----------------------|--|--|---------------|
| File No: 7882-15      | Bus Code: 562910031  | Rec'd From:  |               |
| Comp. Code: C104      | Bus Code:  | Ref'd To:  |               |
| Comp. Code: C503      | Bus Code:  | Uncheck: <input checked="" type="checkbox"/> Cons. Claim <input checked="" type="checkbox"/> We search |               |
| Closing Code:         | Ur Type: E1  | Notes:   |               |
| Rtn to:               | Notify:  |  |               |
| CC:                   | Stamp: <input type="checkbox"/> XDS <input type="checkbox"/> 41M <input checked="" type="checkbox"/> G3D | DN#1550135   | Rev. 7/7/2014 |

12/23

12/22/2015 13:25 5033648033

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**DETAILS OF COMPLAINT**

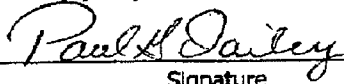
(attach additional pages if necessary)

If your complaint is about a cell phone account, please list the cell phone number here: \_\_\_\_\_

If your complaint is about a website, please list the website here: \_\_\_\_\_

I entered into a contract for installation of solar panels at my residence. The monthly cost for the panels was to be \$63.75. I received their bill and it is more than my PGE bill would have been, I would have never have taken this solar energy if they had been up front with the added payments. Through all the verbal talks they said I would only pay \$63.75 which was increased to \$76.63 because of added panels. I agreed they would get all incentives. They said I would get \$600.00 of the \$1500.00 Oregon Tax Credit and they would get \$900.00. They did not tell me this credit was given for four years. I was under the impression it was a one time deal and I would send them \$900.00 when I received the tax credit. If I did not send them the money they would add \$75.00 a month to pay it back, as you can see on the monthly bill they are charging me \$75.00 a month to prepay the credit. When I questioned this they said it would be four years of \$75.00 a month payment. I repeatedly asked during the talks if this \$63.75 (\$76.63) was all I had to pay every month. The answer was always yes. They never once verbally stated there would be other payments included. Once I agreed to getting the system they immediately sent me a copy of the contract to sign and return ASAP. (Mine was faxed) They told me I wouldn't see anything done until August 2015. After I signed the lease, about a month later (in June 2015) I told them I wasn't sure about the system and I wanted to do some checking. They were there within a week putting the system on the roof. Once on the roof I was stuck. It was another month before they got it hooked up. I have called SolarCity three times, each time they have had me talk to someone different. They say they will look into it and get back to me but they never do. This system costs me more then I would have paid PGE. I would never agreed to any of this if they had been up front about what the monthly bill would really be. I don't believe they were dealing in good faith when selling the system. They knew about the added cost but hid the facts up front because they knew people would not agree to such an outrageous monthly payment for four years. I have found that this has been their practice to deceive people into buying (leasing) the system and then surprising them with different numbers. I am a disabled veteran. I am on limited income. Their presentation of this system appeared to save money. If they would have been up front with what you would see on the bill, I would never had agreed to the system. They give you a summary of your monthly bill of one low payment a month. They hide the other payments making you believe that it must not apply to you because it was not put in the summary and it was never mentioned during the sale.

By my signature below, I understand a) this complaint will become part of DOJ's permanent records and is subject to Oregon's Public Records Law; b) this complaint may be released to the business or person about whom I am complaining; c) this complaint may be referred to another governmental agency. By my signature below I authorize any party to release to the DOJ any information and documentation relative to this complaint.



Signature

12-21-2015

Date

☒ Over 65?You can scan the completed form and documents and email to: [help@oregonconsumer.gov](mailto:help@oregonconsumer.gov) or;

fax to: 503.378.5017 or;

mail to: Oregon Department of Justice

Financial Fraud/Consumer Protection Section

1162 Court St. NE

Salem, OR 97301.

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SOLARCITY BILLING DEPARTMENT  
P.O. BOX 4387  
PORTLAND, OR 97208

**INVOICE**

JOB NUMBER 973870-00  
DATE 8/11/2015  
TOTAL \$318.26  
DUE DATE 9/1/2015

**BILL TO**

1st - #10 - 1873 - 1883  
Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

**REMIT TO**

Solar Integrated Fund III  
PO BOX 4387  
PORTLAND OR 97208-4387



| INVOICE NUMBER    | DESCRIPTION                              | AMOUNT  | TAX    | TOTAL    |
|-------------------|--|---------|--------|----------|
| 973870-00-002     | Payment Period (09/01/2015 - 09/30/2015) | \$76.63 | \$0.00 | \$76.63  |
| 973870-00-RET-002 | RETC                                     | \$75.00 | \$0.00 | \$75.00  |
| 973870-00-002     | Non-ACH Payment                          | \$7.50  | \$0.00 | \$7.50   |
|                   | Total Other Due                          |         |        | \$159.13 |

4781 Serra Ct NE Salem, OR 97305

**TOTAL \$318.26****OTHER DUE PAYMENTS****PAYMENTS RECEIVED**

| INVOICE       | DUE DATE               | AMOUNT   | DATE | CHECK NO. | AMOUNT |
|---------------|------------------------|----------|------|-----------|--------|
| 973870-00-001 | 8/1/2015               | \$76.63  |      |           |        |
| 973870-00-001 | 8/1/2015               | \$7.50   |      |           |        |
|               | Additional Amounts Due | \$75.00  |      |           |        |
|               | Total Other Due        | \$159.13 |      |           |        |

Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

Return This Portion With Your Payment

If you have any questions regarding the statement, please call the Billing  
Department at (877) 652-8638.

| INVOICE NUMBER    | DUE DATE | PAYMENT | TAX    | CHARGE | DESCRIPTION                              | TOTAL    |
|-------------------|----------|---------|--------|--------|--|----------|
| 973870-00-002     | 9/1/2015 | \$76.63 | \$0.00 |        | Payment Period (09/01/2015 - 09/30/2015) | \$76.63  |
| 973870-00-RET-002 | 9/1/2015 | \$75.00 | \$0.00 |        | RETC                                     | \$75.00  |
| 973870-00-002     | 9/1/2015 | \$7.50  | \$0.00 |        | Non-ACH Payment                          | \$7.50   |
|                   |          |         |        |        | Total Other Due                          | \$159.13 |

**AMOUNT \$318.26****JOB NUMBER 973870-00****DATE 8/11/2015****Remit Payment To**

Solar Integrated Fund III  
PO BOX 4387  
PORTLAND OR 97208-4387


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SOLARCITY BILLING DEPARTMENT  
P.O. BOX 4387  
PORTLAND, OR 97208

**INVOICE**

**JOB NUMBER** 973870-00  
**DATE** 9/11/2015  
**TOTAL** \$477.39  
**DUE DATE** 10/1/2015

**BILL TO**

1st - #10 - 2057 - 2068  
Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

**REMIT TO**

Solar Integrated Fund III  
PO BOX 4387  
PORTLAND OR 97208-4387



| INVOICE NUMBER    | DESCRIPTION                              | AMOUNT  | TAX             | TOTAL    |
|-------------------|--|---------|-----------------|----------|
| 973870-00-003     | Payment Period (10/01/2015 - 10/31/2015) | \$76.63 | \$0.00          | \$76.63  |
| 973870-00-RET-003 | RETC                                     | \$75.00 | \$0.00          | \$75.00  |
| 973870-00-003     | Non-ACH Payment                          | \$7.50  | \$0.00          | \$7.50   |
|                   |  |         | Total Other Due | \$318.26 |

4781 Serra Ct NE Salem, OR 97305

**TOTAL** \$477.39**OTHER DUE PAYMENTS****PAYMENTS RECEIVED**

| INVOICE                | DUE DATE | AMOUNT   | DATE | CHECK NO. | AMOUNT |
|------------------------|----------|----------|------|-----------|--------|
| 973870-00-002          | 9/1/2015 | \$76.63  |      |           |        |
| 973870-00-001          | 8/1/2015 | \$76.63  |      |           |        |
| Additional Amounts Due |          | \$165.00 |      |           |        |
| Total Other Due        |          | \$318.26 |      |           |        |

Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

Return This Portion With Your Payment

If you have any questions regarding the statement, please call the Billing  
Department at (877) 652-8638.

| INVOICE NUMBER    | DUE DATE  | PAYMENT | TAX    | CHARGE | DESCRIPTION                              | TOTAL    |
|-------------------|-----------|---------|--------|--------|--|----------|
| 973870-00-003     | 10/1/2015 | \$76.63 | \$0.00 |        | Payment Period (10/01/2015 - 10/31/2015) | \$76.63  |
| 973870-00-RET-003 | 10/1/2015 | \$75.00 | \$0.00 |        | RETC                                     | \$75.00  |
| 973870-00-003     | 10/1/2015 | \$7.50  | \$0.00 |        | Non-ACH Payment                          | \$7.50   |
| Total Other Due   |           |         |        |        |  | \$318.26 |

**AMOUNT** \$477.39**JOB NUMBER** 973870-00**DATE** 9/11/2015**Remit Payment To**

Solar Integrated Fund III  
PO BOX 4387  
PORTLAND OR 97208-4387



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SOLARCITY BILLING DEPARTMENT  
P.O. BOX 4387  
PORTLAND, OR 97208

**INVOICE**

**JOB NUMBER** 973870-00  
**DATE** 10/13/2015  
**TOTAL** \$636.52  
**DUE DATE** 11/1/2015

**BILL TO****REMIT TO**

10x - #10 - 2305 - 2317  
Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

Solar Integrated Fund III  
PO BOX 4387  
PORTLAND OR 97208-4387



| INVOICE NUMBER    | DESCRIPTION                              | AMOUNT  | TAX    | TOTAL    |
|-------------------|--|---------|--------|----------|
| 973870-00-004     | Payment Period (11/01/2015 - 11/30/2015) | \$76.63 | \$0.00 | \$76.63  |
| 973870-00-RET-004 | RETC                                     | \$75.00 | \$0.00 | \$75.00  |
| 973870-00-004     | Non-ACH Payment                          | \$7.50  | \$0.00 | \$7.50   |
| Total Other Due   |  |         |        | \$477.39 |

4781 Serra Ct NE Salem, OR 97305

**TOTAL** \$636.52

**OTHER DUE PAYMENTS****PAYMENTS RECEIVED**

| INVOICE                | DUE DATE  | AMOUNT   | DATE | CHECK NO. | AMOUNT |
|------------------------|-----------|----------|------|-----------|--------|
| 973870-00-003          | 10/1/2015 | \$76.63  |      |           |        |
| 973870-00-002          | 9/1/2015  | \$76.63  |      |           |        |
| Additional Amounts Due |           | \$324.13 |      |           |        |
| Total Other Due        |           | \$477.39 |      |           |        |

Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

Return This Portion With Your Payment  
If you have any questions regarding the statement, please call the Billing Department at (877) 652-8638.

| INVOICE NUMBER    | DUE DATE  | PAYMENT | TAX    | CHARGE | DESCRIPTION                              | TOTAL    |
|-------------------|-----------|---------|--------|--------|--|----------|
| 973870-00-004     | 11/1/2015 | \$76.63 | \$0.00 |        | Payment Period (11/01/2015 - 11/30/2015) | \$76.63  |
| 973870-00-RET-004 | 11/1/2015 | \$75.00 | \$0.00 |        | RETC                                     | \$75.00  |
| 973870-00-004     | 11/1/2015 | \$7.50  | \$0.00 |        | Non-ACH Payment                          | \$7.50   |
| Total Other Due   |           |         |        |        |  | \$477.39 |

**AMOUNT** \$636.52

**Remit Payment To**

**JOB NUMBER** 973870-00

Solar Integrated Fund III  
PO BOX 4387  
PORTLAND OR 97208-4387

**DATE** 10/13/2015



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# **EXHIBIT B**

ELLEN F. ROSENBLUM  
Attorney General



FREDERICK M. BOSS  
Deputy Attorney General

**DEPARTMENT OF JUSTICE**  
**CIVIL ENFORCEMENT DIVISION**

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

August 4, 2014

SOLAR CITY CORPORATION  
6132 NE 112TH AVE  
PORTLAND, OR 97220

Re: FF4608-14  
EDWARD R PROWSE

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [alicia.suarez@doj.state.or.us](mailto:alicia.suarez@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

Alicia Suarez  
Enforcement Officer

Enclosure:  
Consumer Complaint  
EZ-E1

Ellen F. Rosenblum  
Attorney General



REC'D  
Portland Area (503) 229-5576  
Salem Area (503) 378-4320  
Toll Free Area (877) 877-9392  
Fax (503) 378-8910  
www.oregonconsumer.gov

OREGON DEPARTMENT OF JUSTICE  
CONSUMER COMPLAINT FORM

CIVIL ENFORCEMENT DIVISION

**Please Note the Following:**

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney. If you paid by credit card, the card issuer may offer relief (or protection).

1. Please use dark ink. Type or print clearly.
2. Return this form with copies of important papers.
3. Keep your original papers.
4. Attach any additional explanation.

Edward First Name R Middle Initial Prowse Last Name

4724 Bayne St NE Mailing Address

Salem City OR State 97305 Zip

971-225-5457 Day Phone same Evening Phone nfx2b@yahoo.com Cell phone number Email address

Solar City Corporation Name of Business or person about which you are complaining

6132 NE 112th Avenue Mailing/Street Address

Portland City OR State 97220 Zip

888-SOL-CITY Phone

Date of Transaction(s): 3/25/14 How much money, if any, do you believe you lost? \_\_\_\_\_

**Whom have you contacted regarding your complaint?**

☐ Attorney \_\_\_\_\_

☐ Business \_\_\_\_\_

☒ Other Energy Trust & Dept of Energy OR, BBB \_\_\_\_\_

☐ I am not requesting action on this complaint.

☒ I am over 65 years of age

☐ I am under 30 years of age

☐ English is not my first language

☒ I am a veteran

☐ I would like info on Veteran's Benefits

If you would like to receive **SCAM ALERTS**, print your email address: \_\_\_\_\_

**FOR OFFICIAL USE ONLY**

FF #: 4608-14

Comp. Code: C102 Bus Code: 23561

Comp. Code: C501 Bus Code: 5629100J1

Closing Code: C503 Ltr Type: E1

Rtn to: \_\_\_\_\_ Notify: \_\_\_\_\_

Cc: \_\_\_\_\_ \$\$Amt: \_\_\_\_\_

Rec'd From: \_\_\_\_\_

Ref'd To: \_\_\_\_\_

Uncheck: ☐ -Cons.Comp. ☐ -Websrch

Notes: \_\_\_\_\_

PLANS H1M LGD

DM#5557830 Rev. 7/7/2014

7/22

**DETAILS OF COMPLAINT**  
(attach additional pages if necessary)

If your complaint is about a cell phone account, please list the cell phone number here: \_\_\_\_\_

If your complaint is about a website, please list the website here: \_\_\_\_\_

Solar City designed solar system, had contracts signed, and system installed w/o any real numbers showing costs. I was told my electricity would be approx \$45 a month. Well, I just received Solar City bill for \$79, and PGE has yet to send a bill. The following is a copy of emails sent to Oregon agencies involved with solar.

7/19/2014

Energy Trust of Oregon needs to be apprised that some things aren't right about getting solar installed on residential property.

Solar City installed 35 panels on my roof. Now that the dust has settled, I can see I get nothing for the use of my roof except the bills.

I paid nothing down, however, Energy Trust likely provided an incentive to Solar City, they get the tax benefits, PGE pays them 28+ cents for what I use w/PGE, and Solar City sends me a bill for a system too big for my home.

My average energy consumption, at worst case scenario, is about 500 to 650 kwh per month. I just got a bill for over 1000 kwh. I get a bill from PGE, too. I don't think this system is going to save me any money.

Solar City throws all these numbers at you, and you don't know what the final bottom line is until the bills start arriving.

I'm ready to have an electrician come and remove the system and have Solar City pick up the pieces. I think I have been deceived by everyone involved except the installers. The Auditor over estimated my usage, and the evidence shows. So far, since being installed, the system has put out over 1900 kwh. PGE tells me I have banked 525 kwh.

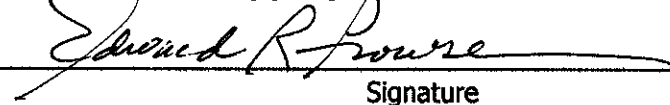
The irony is that Solar City wants me to provide names of people they can also screw with Solar. That would be great for my reputation.

They are also selling systems in DIY stores. I really think they need to be stopped in their tracks.

Any suggestions, recommendations?

Edward R. Prowse  
4724 Bayne St. NE  
Salem OR 97305  
971-225-5457

**By my signature below, I understand a) this complaint will become part of DOJ's permanent records and is subject to Oregon's Public Records Law; b) this complaint may be released to the business or person about whom I am complaining; c) this complaint may be referred to another governmental agency. By my signature below I authorize any party to release to the DOJ any information and documentation relative to this complaint.**

  
Signature

7/19/14

Date

☒ Over 65?

You can scan the completed form and documents and email to: [help@oregonconsumer.gov](mailto:help@oregonconsumer.gov) or;  
fax to: 503.378.5017 or;  
mail to: Oregon Department of Justice  
Financial Fraud/Consumer Protection Section  
1162 Court St. NE  
Salem OR 97301



Edward Prowse  
4724 Bayne St NE  
Salem, OR 97305-3588



PORTLAND OR 970

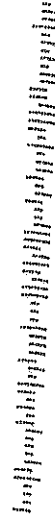
22 JUL 2014 PM 6 L

*Oregon Department of Justice  
Financial Fraud/Consumer Protection Section*

*1162 Court St. NE*

*Salem OR 97301*

97301409552



# EXHIBIT C

---

**From:** Edward <nfx2b@yahoo.com>  
**Sent:** Tuesday, August 12, 2014 2:24 PM  
**To:** Suarez Alicia  
**Subject:** Solar City Complaint FF4608-14

Greetings:

Although there have been discussions with Solar City, nothing has been resolved with them directly, and they offered NO solutions.

Based on conversations and emails from Solar City, I am convinced that Solar City is not totally aware of what is in their contract with me. They also don't seem to be aware of the multiple billing process between them and PGE. It is my contention that Solar City was paid twice for the same power generated by me and PGE. The PGE solar rep (I don't wish to put words into his mouth or PGE's) seemed to agree with my premise that Solar City was paid twice. The PGE solar rep said their agreement for power is with me and not Solar City, and that I had options. A review of my contract shows an option that Solar City has taken advantage of, but does not seem to be aware of. PGE and I have invoked that option, which will end the double payment to Solar City.

I have not been happy about the arrangement prior to invoking the option PGE suggested. I believe Solar City should be investigated to see if similar problems exist with other consumers using the FIT option for power with PGE. It is my contention that Solar City is benefiting financially and using the ignorance of consumers to its advantage. I can make myself available to show how this is being done. PGE does provide the pertinent information, and consumers may find it confusing and not understand what is happening. Solar City couldn't resolve my problem, even though I sent them the information PGE provided to me. The numbers PGE provided didn't make any sense, but I could see where Solar City was being PAID by PGE for power I used, which I also paid Solar City for.

Edward R Prowse  
4724 Bayne St NE  
Salem OR 97305  
971-225-5457

# **EXHIBIT D**



ELLEN F. ROSENBLUM  
Attorney General



FREDERICK M. BOSS  
Deputy Attorney General

**DEPARTMENT OF JUSTICE**

**CIVIL ENFORCEMENT DIVISION**

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

September 29, 2015

SOLAR CITY CORPORATION  
6132 NE 112TH AVE  
PORTLAND, OR 97220

Re: FF5824-15  
AMY MOORE

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [alicia.suarez@doj.state.or.us](mailto:alicia.suarez@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

A handwritten signature in cursive script that reads "Alicia Suarez".

Alicia Suarez  
Enforcement Officer

Enclosure:  
Consumer Complaint  
EZ-E1



**\*Submitted online**

**OREGON DEPARTMENT OF JUSTICE  
CONSUMER COMPLAINT FORM**

**Please Note the Following:**

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney. If you paid by credit card, the card issuer may offer relief (or protection).

**1. Please use dark ink. Type or print clearly.  
2. Return this form with copies of important papers.**

**3. Keep your original papers.  
4. Attach any additional explanation.**

Amy Moore

|                       |                |                   |                       |
|-----------------------|----------------|-------------------|-----------------------|
| First Name            | Middle Initial | Last Name         |                       |
| 17149 SW Woodhaven Dr |                |                   |                       |
| Mailing Address       |                |                   |                       |
| Sherwood              | OR             | 97140             |                       |
| City                  | State          | Zip               |                       |
| 5412791005            | 5412791005     | 5412791005        | amynicoli@hotmail.com |
| Day Phone             | Evening Phone  | Cell phone number | Email address         |

Solar City

Name of Business or person about which you are complaining

|                        |       |       |
|------------------------|-------|-------|
| 6132 NE 112th Ave      |       |       |
| Mailing/Street Address |       |       |
| Portland               | OR    | 97220 |
| City                   | State | Zip   |

Phone

Date of Transaction(s): 9/1/2014

**Whom have you contacted regarding your complaint?**

Attorney

X Business Solar City

X Other

How much money, if any, do you believe you lost? 7500.00

☐ I am not requesting action on this complaint.

N I am over 65 years of age.

N I am under 30 years of age.

N English is not my first language.

N I am a veteran.

N I would like info on Veteran's Benefits.

If you would like to receive **SCAM ALERTS**, print your email address: N

**FOR OFFICIAL USE ONLY**

|   |   |
|---|---|
| FF #: 5824-15   | Rec'd From:   |
| Comp. Code: Bus Code:   | Ref'd To:   |
| Comp. Code: Bus Code:   | Uncheck: <input type="checkbox"/> -Cons.Comp. <input type="checkbox"/> -Websrch |
| Closing Code: Ltr Type:   | Notes:  |
| Rtn to: Notify:   |   |
| Cc: \$\$Amt:  |   |
| <input type="checkbox"/> -ADS <input type="checkbox"/> -HJM <input type="checkbox"/> -GJD |   |

**DETAILS OF COMPLAINT**  
(attach additional pages if necessary)

If your complaint is about a cell phone account, please list the cell phone number here: \_\_\_\_\_

If your complaint is about a website, please list the website here: \_\_\_\_\_

My husband and I met with a SolarCity rep back in the winter of 2014. They put our name in to see if we would qualify for the lottery for free solar panels. We didn't, which meant that we would need to pay \$75 a month for five years but that we would get to write off \$1500 on our taxes. We figured out this July 2015 while doing our taxes that the paper work for us to get the write off was never filled. The filling had to be done before we started receiving the benefits of the solar power. So now we don't get the write off and they are still charging us the \$75 a month for the panels. My husband was originally the one calling and then I decided that I would take it on. He spoke with Alisha back in late July and nothing happened. I called and spoke with someone else and they said they would get back to me and never did. I tried calling again and asked for a manager and they wouldn't give me a direct line so I was spending 30 to 40 minutes on hold every time I called. They then sent me an addendum to sign but it didn't come with any explanation or a copy of my original contract. I was able to get a copy of my contract through the billing department and figured out that the addendum they wanted me to sign was wrong. Last week I was finally able to speak with a manager Ellana Alba who would listen to me Tuesday Sept 8, 2015. I gave her roughly 48 hours and then called back. She said she was still waiting to hear back from the department that should be handling my problem. I called again on Friday the 11th, she doesn't work that day but does work on Sundays. Still no call back, called again today 9-14-2015 and she finally returned my call and said that they could only stop collecting the \$75 dollars each month and she didn't know how many months that had been happening one or two. I called back and left another message that no they have been pulling that amount since last Oct. 2014 when the panels were live. They have continued to pull the money even after they figured out that we won't be getting the write off. As far as I'm concerned they broke the contract and are now stealing money from me. Not to mention the extra money from the write off. As I told my husband if the panels weren't stuck to my house I would tell them to go take a flying leap.

**By my signature below, I understand a) this complaint will become part of DOJ's permanent records and is subject to Oregon's Public Records Law; b) this complaint may be released to the business or person about whom I am complaining; c) this complaint may be referred to another governmental agency. By my signature below I authorize any party to release to the DOJ any information and documentation relative to this complaint.**

Electronically Filed  
Signature

9/14/2015  
Date

☐ Over 65?

# **EXHIBIT E**



October 16, 2015

**VIA E-MAIL ONLY**

Alicia Suarez, Enforcement Officer  
Department of Justice, Civil Enforcement Division  
1162 Court Street NE  
Salem, OR 97301-4096  
[Alicia.suarez@doj.state.or.us](mailto:Alicia.suarez@doj.state.or.us)

**Re: Your File No. FF5824-15, AMY MOORE**

Dear Ms. Suarez:

I write in response to your letter dated September 29, 2015, enclosing Mrs. Moore's complaint. SolarCity has reviewed the complaint and investigated her claim. SolarCity now submits the following response.

Mrs. Moore claims she is paying SolarCity \$75 a month for the RETC rebate with the understanding she would be able to write-off \$1,500 on her and her husband's taxes. In July 2015, she claims that she found out she was not able to write-off \$1,500 on her taxes since the rebate filing was not completed by SolarCity before she received the benefits of solar power.

To remedy this situation, we are waiving the \$75 monthly payment for the rebate since Mrs. Moore is unable to obtain the aforementioned write-off. We have sent Mrs. Moore the amendment to the contract reflecting this change and enclosed it for your reference. We are also crediting Mrs. Moore's account for past \$75 monthly payments for the rebate. This is estimated to be about 12 payments of \$75, assuming Mrs. Moore is up to date on her payments. This credit will be reflected as soon as we receive the signed amendment from Mrs. Moore.

We hope that this addresses Ms. Moore's concerns. If you require anything further, please do not hesitate to contact me at (650) 963-4715.

Very Truly Yours,

Christine Y. Lee

Enclosure: Amendment to Moore contract

cc: Amy Moore via U.S. Mail (with enclosure)

3055 Clearview Way San Mateo, CA 94402 T (650) 638-1028 (888) SOL-CITY F (650) 638-1029 [solarcity.com](http://solarcity.com)

AZ ROC 243771/HOC 245450, CA CSLB 888104, CO EC8041, CT HIC 0632778/ELC 0125305, DE 2011120386/TI-6032, DC #10514000080/ECC902585, FL EC13006226, HI CT-29770, MA HIC 168572/EL-1136MR, MD HIC 128948/11805, NV NV20121135172/EC 0078648, NJ NJHIC#13VH06160600/34E101732700, NM EE98-379590, OR CB180498/C562, PA HICPA077343, TX TECL27005, VA ELE2705153278, WA SOLARC#91901/SOLARC#905P7, Wisconsin HD100710000, Oregon A-186, Suffolk 57057-1, Putnam PD2041, Rockland H-11854-40-00-00, Verschoor WC20085-H13, N.Y.C. #2001584-DCA, SCENYC: N.Y.C. Licensed Electrician, #12610, #004485, 155 Water St, 6th Fl, Unit 10, Brooklyn, NY 11201, #2013966-DCA

# SolarCity | RETC Amendment

Customer Name and Address  
Amy Moore  
17149 SW Woodhaven Dr  
Sherwood, OR 97140

Installation Location  
17149 SW Woodhaven Dr  
Sherwood, OR 97140

Date:

1. The SolarLease Agreement between SolarCity and You, (the "Agreement") including the Exhibits to that Agreement, are hereby amended as follows:

a. The following is added to the end of Section 4(d):

"Any Oregon incentives adjustment payments in this section 4(d) will be paid on your behalf by SolarCity"

If you don't sign this Amendment and return it to us on or prior to 30 days after September 17, 2015, SolarCity reserves the right to reject this Amendment.

**I have read this Amendment in its entirety and I acknowledge that I have received a complete copy of this Amendment. This amendment supersedes any prior amendments that are inconsistent with the subject matter contained herein.**

**Owner's Name: Amy Moore**

**Power Purchase Agreement**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Co-Owner's Name (if any):**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

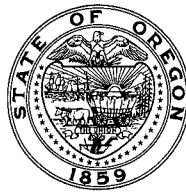
**SolarCity  
approved**



**Lyndon Rive, CEO**

**Date: 08/20/2015**

# **EXHIBIT F**



**DEPARTMENT OF JUSTICE**  
**CIVIL ENFORCEMENT DIVISION**

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

March 11, 2015

SOLAR CITY  
3055 CLEARVIEW WAY  
SAN MATEO, CA 94402

Re: FF1347-15  
MICHELLE SLAMA

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [alicia.suarez@doj.state.or.us](mailto:alicia.suarez@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

Alicia Suarez  
Enforcement Officer

Enclosure:  
Consumer Complaint  
EZ-E1





**\*Submitted online**

**OREGON DEPARTMENT OF JUSTICE  
CONSUMER COMPLAINT FORM**

**Please Note the Following:**

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney. If you paid by credit card, the card issuer may offer relief (or protection).

**1. Please use dark ink. Type or print clearly.**  
**2. Return this form with copies of important papers.**

**3. Keep your original papers.**  
**4. Attach any additional explanation.**

Michelle Slama

|                         |                |                   |                     |
|-------------------------|----------------|-------------------|---------------------|
| First Name              | Middle Initial | Last Name         |                     |
| 5826 S.E. Flavel Street |                |                   |                     |
| Mailing Address         |                |                   |                     |
| Portland                | OR             | 97206             |                     |
| City                    | State          | Zip               |                     |
| 5035228939              | 5035228939     | 5035228939        | m.slama@comcast.net |
| Day Phone               | Evening Phone  | Cell phone number | Email address       |

Solar City

Name of Business or person about which you are complaining

|                        |       |       |
|------------------------|-------|-------|
| 3055 Clearview Way     |       |       |
| Mailing/Street Address |       |       |
| San Mateo              | CA    | 94402 |
| City                   | State | Zip   |
| Phone                  |       |       |

Date of Transaction(s): 2/13/2015

**Whom have you contacted regarding your complaint?**

Attorney

Business

X Other

How much money, if any, do you believe you lost? None, so far

☐ I am not requesting action on this complaint.

Y I am over 65 years of age.

N I am under 30 years of age.

N English is not my first language.

N I am a veteran.

N I would like info on Veteran's Benefits.

If you would like to receive **SCAM ALERTS**, print your email address: N

**FOR OFFICIAL USE ONLY**

FF #: 1347-15

Comp. Code: Bus Code:

Comp. Code: Bus Code:

Closing Code: Ltr Type:

Rtn to: Notify:

Cc: \$\$Amt:

☐-ADS ☐-HJM ☐-GJD

Rec'd From:

Ref'd To:

Uncheck: ☐-Cons.Comp. ☐-Websrch

Notes: JC

**DETAILS OF COMPLAINT**  
(attach additional pages if necessary)

If your complaint is about a cell phone account, please list the cell phone number here: \_\_\_\_\_

If your complaint is about a website, please list the website here: \_\_\_\_\_

I have begun the process of selling my home. It has solar panels on the roof from Solar City that I lease from them. they informed me that if the new owners did not assume the lease that I will need to prepay the lease of \$9000. When I bought the house may, 2014, the solar panels were already installed. I was given no information about payment for them or signing a lease prior to purchasing the home. When my realtor or I tried to contact solar City, there was no one available to give us any information. In July, after I had been in my home for nearly two months Solar City finally came out and told me I had to lease the equipment. I was not given the option of not signing. Since I was not aware of this prior to purchasing my home, I feel that I should have no obligation to prepay this lease. The builder of this home agrees and has spoken to Keith Knowles of Solar City telling him so.

**By my signature below, I understand a) this complaint will become part of DOJ's permanent records and is subject to Oregon's Public Records Law; b) this complaint may be released to the business or person about whom I am complaining; c) this complaint may be referred to another governmental agency. By my signature below I authorize any party to release to the DOJ any information and documentation relative to this complaint.**

Electronically Filed  
Signature

2/23/2015  
Date

☐ Over 65?

# EXHIBIT G



March 26, 2015

**Via Email Only**

[alicia.suarez@doj.state.or.us](mailto:alicia.suarez@doj.state.or.us)

Alicia Suarez, Enforcement Officer  
Oregon Department of Justice  
Civil Enforcement Division  
1162 Court Street NE  
Salem, OR 97301-4096

**RE: FF1347-15  
Michelle Slama**

Dear Ms. Suarez:

I write in response to your letter dated March 11, 2015 (but received on March 16, 2015), notifying SolarCity Corporation ("SolarCity") about consumer complaint FF1347-15 filed by Ms. Michelle Slama. We believe this matter has been resolved to Ms. Slama's satisfaction.

On March 9, 2015, SolarCity, Ms. Slama, and the homebuyer entered into a Lease Transfer Agreement (the "LTA"). See, **Exhibit A** (certain information have been redacted in an effort to protect the new homebuyer's privacy and SolarCity's trade secrets). Under the LTA, the new homebuyer will assume the lease and relieve Ms. Slama of payment obligations.

Since Ms. Slama first notified SolarCity of her intent to sell her home in early February 2015, our Customer Care and Contract Reassignment departments have worked diligently with her to ensure a smooth transition. Our lease offered Ms. Slama multiple options when she sold her house, including but not limited to, transferring the solar system to her new house or transferring the lease to the new homebuyers. Unfortunately, Ms. Slama focused on one single worst-case scenario in her complaint on February 23, 2015. Incidentally, her complaint was premature as the home had not been listed, there were no potential buyers, and she had not suffered any damages. Indeed, her fears proved unfounded on March 9, 2015, a mere four days after the house was listed on the market, when she was able to enter into the LTA with the new home buyer and was not required to prepay the lease.

In light of the foregoing and the attached LTA, which removes any obligation Ms. Slama had to prepay the lease, we believe this matter has been resolved. As such, SolarCity respectfully requests this complaint be dismissed. If you have any further questions or concerns, please do not hesitate to contact me at 650-963-5100 x55543 or [vtran@solarcity.com](mailto:vtran@solarcity.com)

Thank you,

Vincent Tran  
Counsel, Compliance

3055 Clearview Way San Mateo, CA 94402 T (650) 638-1028 (888) SOL-CITY F (650) 638-1029 [solarcity.com](http://solarcity.com)

AZ ROC 243771/ROC 245450, CA CSLB 888104, CO EC8041, CT HIC 0632778/ELC 0125305, DE 2011120386/ T1-6032, DC 410514000080/ECC902585, FL EC13006226, HI CT-29770, MA HIC 168572/EL-1136MR, MD HIC 128948/11805, NV NV20121135172/EC 0078648, NJ NJHIC#13VH06160600/34EJ01732700, NM EE88-379590, OR CB180498/C562, PA HICPA077343, TX TECL27006, VA ELE2705153278, WA SOLARC\*91801/SOLARC\*905P7, Nassau H2409710000, Greene A-486, Suffolk 52057-H, Putnam PC6041, Rockland H-11864-40-00-00, Westchester WC-26088-H13, N.Y.C. #2001384-DCA, SCENYC: N.Y.C. Licensed Electrician, #12610, #004485, 155 Water St. 6th FL, Unit 10, Brooklyn, NY 11201, #2013966-DCA

# EXHIBIT A



## Lease Transfer Agreement

|   |   |
|---|---|
| Mound Solar Owner IX, LLC<br>c/o SolarCity Corporation<br>3055 Clearview Way<br>San Mateo, CA 94402 | Homeowner Name and Address<br>Michelle Slama<br>5826 SE Flavel<br>Portland OR 97206 |
|---|---|

### A. Background.

SolarCity Corporation (“SolarCity”) and **Michelle Slama** (“Homeowner”) entered into a SolarLease Agreement on **7/2/2014** (the “Lease”), under which SolarCity leased Homeowner a solar panel system (the “System”), which Lease was subsequently assigned to **Mound Solar Owner IX, LLC** (the “Lessor”).

Homeowner sold/will sell their home to **█████ Browne & █████ Franco** (Assuming Party”). Homeowner, pursuant to Section 12 of the Lease, desires to transfer all of Homeowner’s rights and obligations under the Lease to Assuming Party.

### B. Assignment.

Homeowner hereby assigns and Assuming Party assumes all of the Homeowner’s rights and obligations under the Lease.

### C. Conditions to Effectiveness of Lease Transfer

Homeowner acknowledges that, until this Lease Transfer Agreement is consented to by Lessor, Homeowner is still responsible for performing under the Lease. If Assuming Party defaults on the Lease and this Lease Transfer Agreement is not consented to by Lessor, Homeowner acknowledges that Homeowner will be responsible for the default. Once this Lease Transfer Agreement is fully executed and consented to by Lessor, Homeowner shall no longer have any obligations under the Lease or with regard to the System, upon transfer of title of the home to Assuming Party, except as set forth in paragraph D below.

### D. Monthly Payments

Assuming Party’s schedule of monthly payments (the “Monthly Payments”) are set forth below. The Assuming Party’s initial Monthly Payment in the amount of **█████ (not including any applicable sales tax)** is due on 1<sup>st</sup> OF THE MONTH FOLLOWING TRANSFER. Homeowner will be responsible for Monthly Payments under their Lease until 1<sup>st</sup> OF THE MONTH FOLLOWING TRANSFER. The monthly Lease payment will increase by \$15.00 if you do not make automatic monthly payments from your checking or savings account via Automated Clearing House (“ACH”).

Interconnection Date: 08/13/2014

**F. Original Lease.**

A true and correct copy of the Lease is attached hereto as Exhibit 1.

[Signature Page Follows]



IN WITNESS, WHEREOF, Homeowner and Assuming Party hereby agree to this Lease Transfer Agreement.

**Homeowner:** Michelle Slama

**Assuming Party:** [REDACTED] Browne

Signature:

DocuSigned by:  
*Michelle Slama*  
F7F7B02CCD1B4DA...

3/9/2015

Signature:

DocuSigned by:  
*[REDACTED] Browne*  
24DE747DD4E04EE...

3/9/2015

Consented and agreed:

Mound Solar Owner IX, LLC

# EXHIBIT H



**DEPARTMENT OF JUSTICE**  
CIVIL ENFORCEMENT DIVISION

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

December 2, 2015

SOLAR CITY CORPORATION  
3055 CLEARVIEW WAY  
SAN MATEO, CA 94402

Re: FF7290-15  
BRENDA M KELLEY

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [alicia.suarez@doj.state.or.us](mailto:alicia.suarez@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

A handwritten signature in cursive script that reads "Alicia Suarez".

Alicia Suarez  
Enforcement Officer

Enclosure:  
Consumer Complaint  
EZ-E1

Ellen F. Rosenblum  
Attorney General



Portland Area (503) 229-5576  
Salem Area (503) 378-4320  
Toll Free Area (877) 877-9392  
Fax (503) 378-8910  
www.oregonconsumer.gov

OREGON DEPARTMENT OF JUSTICE  
CIVIL ENFORCEMENT DIVISION  
CONSUMER COMPLAINT FORM

**Please Note the Following:**

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney. If you paid by credit card, the card issuer may offer relief (or protection).

1. Please use dark ink. Type or print clearly.
2. Return this form with copies of important papers.
3. Keep your original papers.
4. Attach any additional explanation.

Brenda M. Kelley  
First Name Middle Initial Last Name  
2648 NW Nordeen Way  
Mailing Address  
Bend OR 97703  
City State Zip  
541-647-2514 ironweed1@gmail.com  
Day Phone Evening Phone Cell phone number Email address  
Solar City Corporation Regional Office: 6132 NE 112th Ave.  
Name of Business or person about which you are complaining Portland, OR 97220  
\* Headquarters: 3055 Clearview Way  
Mailing/Street Address Billing Dept: P.O. Box 4387  
San Mateo, CA 94402 Portland, OR 97208  
City State Zip  
(650) 638-1028  
Phone

Date of Transaction(s): \_\_\_\_\_

**Whom have you contacted regarding your complaint?**

- ☐ Attorney \_\_\_\_\_
- ☒ Business Solar City
- ☐ Other \_\_\_\_\_

How much money, if any, do you believe you lost? \_\_\_\_\_

☐ I am not requesting action on this complaint.

☒ I am over 65 years of age

☐ I am under 30 years of age

☐ English is not my first language

☐ I am a veteran

☐ I would like info on **Veteran's Benefits**

If you would like to receive **SCAM ALERTS**, print your email address: ironweed1@gmail.com

**FOR OFFICIAL USE ONLY**

FF #: 7290-12

Rec'd From: \_\_\_\_\_

Comp. Code: C302 Bus Code: 56291DOTI

Ref'd To: \_\_\_\_\_

Comp. Code: C501 Bus Code: \_\_\_\_\_

Uncheck: ☐ -Cons.Comp. ☐ -Websrch

Closing Code: \_\_\_\_\_ Ltr Type: E1

Notes: \_\_\_\_\_

Rtn to: \_\_\_\_\_ Notify: \_\_\_\_\_

Cc: \_\_\_\_\_ \$\$Amt: \_\_\_\_\_

☐ -ADS ☒ -HJM ☐ -GJD

DM#1872911

Rev: 7/7/2014

11/30/15



**DETAILS OF COMPLAINT**  
(attach additional pages if necessary)

If your complaint is about a cell phone account, please list the cell phone number here: \_\_\_\_\_

If your complaint is about a website, please list the website here: \_\_\_\_\_

This complaint is about an ongoing attempt to have SolarCity  
honor the terms of a Lease Transfer Agreement signed  
06/06/2014. Attachments: <sup>1</sup>Lease Transfer Agreement,  
<sup>2</sup>Details of Complaint, <sup>3</sup>Authorization for Pre-Authorized  
Payments, <sup>4</sup>First and most recent Invoices, <sup>5</sup>E-mails  
documenting numerous phone calls to SolarCity to resolve  
issue. As of 11-19-2015 I have received no follow-up from the Oct. 2,  
2015 E-mail from Justin Mansfield  
promising to "continue to pursue until it is resolved."

By my signature below, I understand a) this complaint will become part of DOJ's permanent records and is subject to Oregon's Public Records Law; b) this complaint may be released to the business or person about whom I am complaining; c) this complaint may be referred to another governmental agency. By my signature below I authorize any party to release to the DOJ any information and documentation relative to this complaint.

Brenda Kelley

Signature

Nov. 19, 2015

Date

☒ Over 65?

You can scan the completed form and documents and email to: [help@oregonconsumer.gov](mailto:help@oregonconsumer.gov) or;  
fax to: 503.378.5017 or;  
mail to: Oregon Department of Justice  
Financial Fraud/Consumer Protection Section  
1162 Court St. NE  
Salem, OR 97301.



5770387352

Brenda Kelley  
2648 NW Nordeen Way  
Bead, OR 97203

ZIP 97301  
011D12602819



\$00.485

US POSTAGE  
10/15/2015

FIRST-CLASS MAIL

Hasler

Oregon Department of Justice  
Financial Fraud/Consumer Protection Section  
1162 Court St., NE  
Salem, OR 97301-4096

MAIL YOUR COMPLAINT TO:



## Lease Transfer Agreement

|   |   |                                |
|---|---|--------------------------------|
| Mound Solar Owner VIII, LLC<br>c/o SolarCity Corporation<br>3055 Clearview Way<br>San Mateo, CA 94402 | Homeowner Name and Address<br>Mike Wilkins<br>2648 Nordeen Way<br>Bend, Or<br>97701 | Co-Owner Name<br>Tonna Wilkins |
|---|---|--------------------------------|

### A. Background.

SolarCity Corporation ("SolarCity") and **Mike and Tonna Wilkins** ("Homeowner") entered into a SolarLease Agreement on 1/23/2014 (the "Lease"), under which SolarCity leased Homeowner a solar panel system (the "System"), which Lease was subsequently assigned to Mound Solar Owner VIII, LLC (the "Lessor").

On 6/6/2014, Homeowner sold their home to **David E. Kelley and Brenda M. Kelley** ("Assuming Party").

Assuming Party meets the Lease credit requirements; and Homeowner, pursuant to Section 12 of the Lease, desires to transfer all of Homeowner's rights and obligations under the Lease to Assuming Party.

### B. Assignment.

Homeowner hereby assigns and Assuming Party assumes all of the Homeowner's rights and obligations under the Lease.

### C. Conditions to Effectiveness of Lease Transfer.

Homeowner acknowledges that, until this Lease Transfer Agreement is consented to by Lessor, Homeowner is still responsible for performing under the Lease. If Assuming Party defaults on the Lease and this Lease Transfer Agreement is not consented to by Lessor, Homeowner acknowledges that Homeowner will be responsible for the default. Once this Lease Transfer Agreement is fully executed and consented to by Lessor, Homeowner shall no longer have any obligations under the Lease or with regard to the System, except as set forth in paragraph D below.

### D. Monthly Payments.

Assuming Party's schedule of monthly payments (the "Monthly Payments") are set forth below/ Assuming Party's initial Monthly Payment in the amount of **\$81.68, not including any applicable sales tax**, is due on 1<sup>st</sup> OF THE MONTH FOLLOWING TRANSFER. Assuming Party has completed the Authorization Agreement for Pre-Authorized Payments form. Homeowner will be responsible for Monthly Payments under their Lease until 1<sup>st</sup> OF THE MONTH FOLLOWING TRANSFER.

|   |   |
|---|---|
| <p><b>1. Amount Due at Lease Transfer</b></p><br><br><p>None.</p>   | <p><b>2. Monthly Payments</b><br/>(taxes not included in the payment amount reflected)</p><br><p>You will owe \$0.00 at the time of this Lease Transfer Agreement, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each, followed by 12 Monthly Payments of \$81.68 each,</p> <p>Each payment is due on the first day of a calendar month.<br/>The total of your Monthly Payments is \$19,603.20</p> <p><b>All payments include an automatic payment discount of \$15. Your monthly Lease payment will increase by \$15 if you don't make automatic monthly Lease payments from your checking or savings account.</b></p> |
| <p><b>3. Other Charges</b><br/><br/>(not part of the Monthly Payments)</p><br><p>None.</p>  | <p><b>4. Total of Payments</b></p><br><p>(The amount you will have paid by the end of this Lease)</p><br><p>\$ 19,603.20<br/>(total of Monthly Payments and any other amounts specified in Section D; <b>does not include any additional installation cost or taxes</b>)</p>  |
| <p><b>5. Purchase Option.</b></p><br><p>If you are not in default under the Lease, you will have the option to purchase the System at the end of the Lease Term for \$63,345.00</p> | <p><b>6. Other Important Terms</b></p><br><p>See Section 2 of the Lease for more information on the Lease Term and also see the Lease for additional information on termination, purchase options, renewal options, maintenance responsibilities, warranties, late and default charges, required insurance and prohibition on assignment without SolarCity's consent.</p>   |

#### E. Original Lease.

A true and correct copy of the Lease is attached hereto as Exhibit 1.

[Signature Page Follows]

IN WITNESS, WHEREOF, Homeowner and Assuming Party hereby agree to this Lease Transfer Agreement.

**Homeowner:** Mike Wilkins  
Signature: Mike Wilkins  
0B1378E50E73400...  
6/6/2014

**Assuming Party:** David E. Kelley  
Signature: David Kelley  
6B9D5D04756D465...  
6/6/2014

**Assuming Party:** Brenda M. Kelley  
Signature: Brenda Kelley  
9225911F35A44CE...  
6/6/2014

**Co-Owner:** Tonna Wilkins  
Signature: Tonna Wilkins  
74A429B3A8304B5...  
6/6/2014

Consented and agreed:

Mound Solar Owner VIII, LLC



**EXHIBIT 1**  
**Lease**

**COVER PAGE**

## Certificate of Completion

Envelope Number: 077AE2B4A73E4F02B66132345107F2BD  
 Subject: Please DocuSign this document: AC Lease Transfer Agreement\_JB-981033-00.pdf  
 Start Date:  
 Primary Applicant:  
 Source Envelope:  
 Document Pages: 4  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled

Status: Completed

Envelope Originator:  
 SolarCity Asset Care  
 3055 Clearview Way  
 San Mateo, CA 94402  
 act@solarcity.com  
 IP Address: 50.200.38.50

## Record Tracking

Status: Original  
 6/5/2014 4:52:39 PM PT  
 Status: Original  
 6/5/2014 4:55:08 PM PT

Holder: Amanda Chapin  
 achapin@solarcity.com  
 Holder: SolarCity Asset Care  
 act@solarcity.com

Location: DocuSign

Location: DocuSign

## Signer Events

Brenda Kelley  
 Ironweed1@gmail.com  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 6/5/2014 10:58:54 AM PT  
 ID: 7e29d5ef-3d94-4397-b15a-fded4bef0138

## Signature

DocuSigned by:  
 Brenda Kelley  
 9225011F35A44CE...

Using IP Address: 72.35.130.75

## Timestamp

Sent: 6/5/2014 4:55:08 PM PT  
 Viewed: 6/5/2014 5:09:28 PM PT  
 Signed: 6/6/2014 8:58:11 AM PT

David Kelley  
 Flyfisher01@gmail.com  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 6/6/2014 9:04:17 AM PT  
 ID: ae6b9a2f-870d-4a23-9bfa-6760c7222523

DocuSigned by:  
 David Kelley  
 6B9D5D04756D465...

Using IP Address: 72.35.130.75

Sent: 6/5/2014 4:55:08 PM PT  
 Viewed: 6/5/2014 5:40:15 PM PT  
 Signed: 6/6/2014 9:04:36 AM PT

Mike Wilkins  
 bre.michelle.wilkins@gmail.com  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 6/6/2014 9:27:04 AM PT  
 ID: d0aafa80-1fd7-455b-bd94-78e7b1d00ece

DocuSigned by:  
 Mike Wilkins  
 0B1378E50E73400...

Using IP Address: 204.15.56.94

Sent: 6/6/2014 9:10:43 AM PT  
 Viewed: 6/6/2014 9:27:04 AM PT  
 Signed: 6/6/2014 9:27:35 AM PT

Tonna Wilkins  
 mandtjwilkins@gmail.com  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 6/6/2014 5:21:44 AM PT  
 ID: 1aa216fd-c14d-40d7-9c2b-bd604d81b830

DocuSigned by:  
 Tonna Wilkins  
 74A429B3A8304B5...

Using IP Address: 204.15.56.94

Sent: 6/5/2014 4:55:07 PM PT  
 Viewed: 6/6/2014 5:21:44 AM PT  
 Signed: 6/6/2014 5:22:50 AM PT

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

**Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Amanda Chapin

achapin@solarcity.com

Sales Quality Specialist

SolarCity Corporation

Security Level: Email, Account Authentication  
(None)

Electronic Record and Signature Disclosure:  
Not Offered  
ID:

**COPIED**

Sent: 6/5/2014 4:55:08 PM PT

Viewed: 6/5/2014 4:55:08 PM PT

Signed: 6/5/2014 4:55:08 PM PT

**Notary Events****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

6/6/2014 9:10:43 AM PT

Certified Delivered

Security Checked

6/6/2014 9:27:04 AM PT

Signing Complete

Security Checked

6/6/2014 9:27:35 AM PT

Completed

Security Checked

6/6/2014 9:27:35 AM PT

**Electronic Record and Signature Disclosure**

By accepting the terms of this Electronic Signature Disclosure and Consent, you agree that SolarCity Corporation ("SolarCity") may send you electronic copies of any and all notices, disclosures, records and forms related to, and including, your contract ("Disclosures") with SolarCity. Once you have agreed to accept electronic copies of the Disclosures and your receipt is verified, SolarCity will be under no obligation to provide you with paper versions of the Disclosures unless you request them or withdraw your consent. Before SolarCity can deliver Disclosures to you electronically, it is important that you understand your rights and responsibilities.

With your consent, SolarCity will send you electronic copies of the Disclosures via email or its website. For access and retention of the electronic Disclosures, your computer hardware and software must, at a minimum, meet the following requirements:

- **Be capable of accessing the Internet, with connectivity to an Internet Service Provider or any other capable communications medium, and with software capable of viewing and printing a \*.pdf file created by Adobe Acrobat, and**
- **Have a personal email address capable of sending and receiving e-mail messages to and from SolarCity (be sure to add solarcity.com to your "safe senders" or other similar list).**
- **To print the documents, you will need access to a printer compatible with your hardware and the required software.**

If those software or hardware requirements change in the future, SolarCity will notify you of the new requirements for access to and retention of the Disclosures.

You may withdraw your consent to use and receive electronic copies of the Disclosures at any time and for any reason. To withdraw your consent, email us at [customercare@solarcity.com](mailto:customercare@solarcity.com) or by calling 1-888-765-2489 during regular business hours. Once your withdrawal request is received and processed, SolarCity will remove your access to electronic Disclosures. You may also, at any time, request paper copies of the Disclosures that were sent to you electronically. To request paper copies, email us at [customercare@solarcity.com](mailto:customercare@solarcity.com) or by calling 1-888-765-2489 during regular business hours. SolarCity charges no fee for such requests. If you decide to withdraw your consent, the legal validity and enforceability of our prior electronic Disclosures and communications to you will not be affected.

To facilitate these services, you must provide SolarCity with your current e-mail address and update that information as necessary. You may update your e-mail address by email us at [customercare@solarcity.com](mailto:customercare@solarcity.com) or by calling 1-888-765-2489 during regular business hours.

Unless otherwise required by law, you agree that any Disclosures we deliver electronically will be deemed received by you when sent to the most current e-mail address you provided us. We will not assume liability for non-receipt of notification of the availability of electronic

Disclosures in the event your e-mail address on file is invalid; your e-mail or Internet service provider filters the notification as "spam" or "junk mail," there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control.

Consent Coverage; Notices From You Are Not Covered. Applicable law or contracts sometimes require you to give us "written" notices, and your consent does not relate to those items. In order to coordinate our processing, you must still provide us notice as provided by the applicable agreement between you and SolarCity.

**By checking the 'I agree' box, you acknowledge that you can access the Electronic Disclosures in the designated formats described above, and that the computer(s) you are**

using now, and will later use, meet the system requirements described above. You also acknowledge that you have been able to read this agreement using your computer and software; you have successfully printed or downloaded a copy of this agreement; you have access to an account with an internet service provider; and you are able to send and receive e-mail.

**By checking the 'I agree' box, you further acknowledge receipt of this Electronic Signature disclosure, agree to its terms, and consent to having all disclosures provided or made available to you in electronic form and to doing business with us electronically.**

Upon accepting the terms, you will be directed to download and/or sign the electronic Disclosures associated with your lease. Once you open the Disclosures, a log is created indicating you have received and reviewed your electronic Disclosures. The log establishes a presumption that you have viewed your electronic Disclosure documents and verifies your consent to receive the Disclosures in electronic form. If you choose not to accept receipt of Disclosures electronically, we will mail paper Disclosures to you at no charge.

**Please print and retain a copy of this agreement for your records.**

Oregon Department of Justice  
Consumer Complaint Form  
Attachment of Details of Complaint from Brenda M. Kelley

David and Brenda Kelley purchased a home at 2648 NW Nordeen Way, Bend, OR 97703 on June 6, 2014 from Michael Wilkins Construction LLC. The builder had installed a solar system leased from SolarCity on the home. Attached is the Lease Transfer Agreement assigning the Lease to David and Brenda Kelley, indicating that our monthly payments of \$81.68 are due on the 1st of each month, beginning July 2014 and will remain the same amount for 20 years. Also attached is the DocuSigned Authorization Agreement for Pre-Authorized Payments authorizing SolarCity to process ACH debits to our checking account on the 1st day of each month.

During the first week of August 2014 and each month thereafter for several months, I contacted Solar City to tell them the ACH debits did not show on my checking account statement. Each time I talked to a different person, and they each indicated that SolarCity was behind in their billing and ACH would begin the next month. Finally, I gave up on the phone calls but left sufficient funds in the account to cover any ACH payments for the months due. On May 26, 2015, we received an invoice from SolarCity for \$1,452.66, detailing payment of \$82.50 for 6/01/2015-6/30/2015 plus a \$15.00 Non-ACH Payment charge AND a Past Due amount of \$1,355.16.

On May 27, 2015, I contacted Solar City Billing Department in Portland, OR. Recorded message said I was #59 in the queue, so I left my number for a call back. After a long wait, I received a callback from Adrian Robertson. He told me he would drop the Non-ACH Payment charges if I would send a check for the outstanding amount because if he initiated the automatic payment, it would deduct the entire amount of the invoice. His calculation of the amount owed did not agree with my Lease Agreement, so I called back on June 4, 2015 and was told he no longer works at Solar City. I spoke with Craig Lewis. I provided an updated address for Michael Wilkins who told me he had not been invoiced from SolarCity. Craig Lewis told me he would send the information to SolarCity Corporate Office requesting correct invoice be sent to Michael Wilkins for charges due pre-transfer and an invoice to me for the correct billing amount (\$81.68, not \$82.50) indicating payment periods and waiving all Non-ACH Payment charges. I agreed to pay the amount due by check and have SolarCity begin the ACH debits the following month. (call recap e-mail from me to Craig Lewis attached).

After receiving yet another invoice in June 2015, I contacted C. Lewis again; he had not heard back from corporate. After their invoice on 7/28/15, I spoke with C. Lewis again. He said he received a reply from Corporate denying the rebook, but he has placed a notice on my account which is why no-one is calling me requesting payment. Billing is extremely busy, but he will continue to follow-up with Corporate. I followed on 8/14/15 and spoke with John, Collections Supervisor. Followed again on 8/24/15 and spoke to C. Lewis who said John received an e-mail from Corporate acknowledging the flat rate of \$81.68/mo. for entire contract. John and Craig will follow to get the re-billing accomplished before the end of August; this will represent the correct amount for us, eliminate the ACH charges, and detail the payment periods covered as well as billing Michael Wilkins for the pre-transfer charges.

On 9/24/15 I received another invoice and contacted C. Lewis. He said he is still awaiting re-booking from Corporate Office and sent them another e-mail. He assured me that John, Collections Supervisor, is aware of the problem and is not initiating any collection action. He agreed to call me when he gets a reply. I asked him for contact info at Headquarters so I could try to get an explanation directly.

On 9/25/25 I spoke with Justin Mansfield, at SolarCity Corp. Customer Service; he left the phone to discuss with his supervisor, Victoria. He doesn't understand why this hasn't been resolved but will do further review and check back with me on 9/30/15 with an update.

On 10/2/15 I called Justin Mansfield because he had not yet gotten back to me. He apologized and said he had been out sick but he and his supervisor are going to talk to Billing and would follow up by Oct. 6. Just so he had all the information at hand, I followed our conversation with an e-mail recapping the ongoing billing nightmare. (copy attached)

When there was no follow up by 10/13/15 I spoke with Jutta in the OR Attorney General's Office in Salem, and gave her a brief overview. She sent a complaint form to be completed with all supporting documents.

On 10/21/15 I received an invoice for \$1,940.16. I'm so exhausted with phone calls (all of which consume hours waiting to get through to customer service and waiting for a call back just to explain the ongoing issues once again), then follow-up e-mails with no resolution for a problem that began in July 2014, and then initiating a follow-up as SolarCity just listens and promises to follow-up, but never does. Therefore, I feel compelled to submit this Complaint as this company has issues and no one in the organization is authorized to correct them.

The Billing Nightmare e-mail from Brenda Kelley ([ironweed1@gmail.com](mailto:ironweed1@gmail.com)) to Justin Mansfield ([jmansfield@Solarcity.com](mailto:jmansfield@Solarcity.com)) recaps the five points I've repeatedly requested to no avail. Point 4—should now be July 2014 - Nov. 2015.

**Authorization Agreement for Pre-Authorized Payments**

To facilitate transactions associated with the Lease Transfer Agreement, Assuming Party hereby authorizes Lessor to initiate debit entries to the checking account indicated below, for scheduled Monthly Payments (as defined in the Lease Transfer Agreement) and applicable sales or use tax, and Assuming Party hereby authorizes the depositing financial institution named below to enter such debits or credits to such account.

Bank Name: KeyBank National Association  
Routing No.: [REDACTED]  
Account No.: [REDACTED]

It is understood that Lessor will process debit entries to the above referenced account on the 1<sup>st</sup> day of each month in an amount not to exceed such amounts due under the Lease at such time.

Assuming Party represents to Lessor that all persons whose signatures are required to withdraw funds from the above referenced account have executed this Authorization Agreement.

Assuming Party hereby acknowledges that Lessor may process debit entries for scheduled Monthly Payments and applicable sales or use tax due and payable to Lessor pursuant to the Lease Transfer Agreement between Lessor, Co-Lessees and Assuming Party. Assuming Party also acknowledges that Lessor may assign the Lease to a third-party and that the assignee may then initiate debit entries per this Authorization Agreement.

Assuming Party hereby acknowledges that it has received a copy of this Authorization Agreement for its records.

Assuming Party hereby acknowledges that this Authorization Agreement will not be terminated until the Lease is paid in full, or Assuming Party provides written notification via certified mail of such termination of this Authorization Agreement and has allowed Lessor a reasonable amount of time to act upon the request. The termination of the Authorization Agreement does not terminate the Lease, the Lease Transfer Agreement or Assuming Party's obligation to make payments required by the Lease or the Lease Transfer Agreement.

Assuming Party: DocuSigned by:  
*Brenda Kelley*  
9225011F35A44CE... Brenda 6/6/2014  
System location: 2648 Nordeen Way Bend, Or 97701



## Certificate of Completion

Envelope Number: 1BC764552725483CB4B7BBAD5AEDDCE8  
 Subject: Please DocuSign this document: AC ACH form JB-981033-00.pdf  
 Start Date:  
 Primary Applicant:  
 Source Envelope:  
 Document Pages: 1  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelope Stamping: Enabled

Status: Completed

Envelope Originator:  
 SolarCity Asset Care  
 3055 Clearview Way  
 San Mateo, CA 94402  
 act@solarcity.com  
 IP Address: 50.200.38.50

## Record Tracking

Status: Original  
 6/5/2014 4:55:15 PM PT  
 Status: Original  
 6/5/2014 4:56:23 PM PT

Holder: Amanda Chapin  
 achapin@solarcity.com  
 Holder: SolarCity Asset Care  
 act@solarcity.com

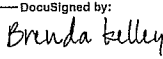
Location: DocuSign

Location: DocuSign

## Signer Events

Brenda Kelley  
 Ironweed1@gmail.com  
 Security Level: Email, Account Authentication  
 (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 6/5/2014 10:58:54 AM PT  
 ID: 7e29d5ef-3d94-4397-b15a-fded4bef0138

## Signature

DocuSigned by:  
  
 9225011F35A44CE...

Using IP Address: 72.35.130.75

## Timestamp

Sent: 6/5/2014 4:56:22 PM PT  
 Resent: 6/6/2014 9:12:51 AM PT  
 Viewed: 6/5/2014 5:14:44 PM PT  
 Signed: 6/6/2014 10:15:52 AM PT

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Amanda Chapin  
 achapin@solarcity.com  
 Sales Quality Specialist  
 SolarCity Corporation  
 Security Level: Email, Account Authentication  
 (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

**COPIED**

Sent: 6/5/2014 4:56:23 PM PT  
 Viewed: 6/5/2014 4:56:23 PM PT  
 Signed: 6/5/2014 4:56:23 PM PT

## Notary Events

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent  
 Certified Delivered  
 Signing Complete

Hashed/Encrypted  
 Security Checked  
 Security Checked

6/6/2014 9:12:51 AM PT  
 6/5/2014 5:14:44 PM PT  
 6/6/2014 10:15:53 AM PT

**Envelope Summary Events**

Completed

**Status**

Security Checked

**Timestamps**

6/6/2014 10:15:53 AM PT

**Electronic Record and Signature Disclosure**

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With your consent, SolarCity will send you electronic copies of the Disclosures via email or its website. For access and retention of the electronic Disclosures, your computer hardware and software must, at a minimum, meet the following requirements:

- **Be capable of accessing the Internet, with connectivity to an Internet Service Provider or any other capable communications medium, and with software capable of viewing and printing a \*.pdf file created by Adobe Acrobat, and**
- **Have a personal email address capable of sending and receiving e-mail messages to and from SolarCity (be sure to add solarcity.com to your "safe senders" or other similar list).**
- **To print the documents, you will need access to a printer compatible with your hardware and the required software.**

If those software or hardware requirements change in the future, SolarCity will notify you of the new requirements for access to and retention of the Disclosures.

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To facilitate these services, you must provide SolarCity with your current e-mail address and update that information as necessary. You may update your e-mail address by email us at [customercare@solarcity.com](mailto:customercare@solarcity.com) or by calling 1-888-765-2489 during regular business hours.

Unless otherwise required by law, you agree that any Disclosures we deliver electronically will be deemed received by you when sent to the most current e-mail address you provided us. We will not assume liability for non-receipt of notification of the availability of electronic Disclosures in the event your e-mail address on file is invalid; your e-mail or Internet service provider filters the notification as "spam" or "junk mail," there is a malfunction in your computer, browser, Internet service and/or software; or for other reasons beyond our control. Consent Coverage; Notices From You Are Not Covered. Applicable law or contracts sometimes require you to give us "written" notices, and your consent does not relate to those items. In order to coordinate our processing, you must still provide us notice as provided by the applicable agreement between you and SolarCity.

**By checking the 'I agree' box, you acknowledge that you can access the Electronic Disclosures in the designated formats described above, and that the computer(s) you are**

using now, and will later use, meet the system requirements described above. You also acknowledge that you have been able to read this agreement using your computer and software; you have successfully printed or downloaded a copy of this agreement; you have access to an account with an internet service provider; and you are able to send and receive e-mail.

**By checking the 'I agree' box, you further acknowledge receipt of this Electronic Signature disclosure, agree to its terms, and consent to having all disclosures provided or made available to you in electronic form and to doing business with us electronically.**

Upon accepting the terms, you will be directed to download and/or sign the electronic Disclosures associated with your lease. Once you open the Disclosures, a log is created indicating you have received and reviewed your electronic Disclosures. The log establishes a presumption that you have viewed your electronic Disclosure documents and verifies your consent to receive the Disclosures in electronic form. If you choose not to accept receipt of Disclosures electronically, we will mail paper Disclosures to you at no charge.

**Please print and retain a copy of this agreement for your records.**

## INVOICE



SOLARCITY BILLING DEPARTMENT  
P.O. BOX 4387  
PORTLAND, OR 97208

Received  
10-21-15

JOB NUMBER 981033-00

DATE 10/13/2015

TOTAL \$1,940.16

DUE DATE 11/1/2015

## BILL TO

## REMIT TO



1oz - #10 - 4666 - 4692  
Kelley, Brenda  
2648 NW Nordeen Way  
Bend OR 97703-7352



SolarCity USB Fund #8 (US8)  
PO BOX 4387  
PORTLAND OR 97208-4387



| INVOICE NUMBER                  | DESCRIPTION                              | AMOUNT  | TAX    | TOTAL                   |
|---------------------------------|--|---------|--------|-------------------------|
| 981033-00-020                   | Payment Period (11/01/2015 - 11/30/2015) | \$82.50 | \$0.00 | \$82.50                 |
| 981033-00-020                   | Non-ACH Payment                          | \$15.00 | \$0.00 | \$15.00                 |
|                                 | Total Past Due                           |         |        | \$1,842.66              |
| 2648 Nordeen Way Bend, OR 97701 |  |         |        | <b>TOTAL</b> \$1,940.16 |

## PAST DUE PAYMENTS

## PAYMENTS RECEIVED

| INVOICE       | DUE DATE               | AMOUNT     | DATE | CHECK NO. | AMOUNT |
|---------------|------------------------|------------|------|-----------|--------|
| 981033-00-019 | 10/1/2015              | \$82.50    |      |           |        |
| 981033-00-018 | 9/1/2015               | \$82.50    |      |           |        |
|               | Additional Amounts Due | \$1,677.66 |      |           |        |
|               | Total Past Due         | \$1,842.66 |      |           |        |

Kelley, Brenda  
2648 NW Nordeen Way  
Bend OR 97703-7352

Return This Portion With Your Payment

If you have any questions regarding the statement, please call the Billing Department at (877) 652-8638.

| INVOICE NUMBER | DUE DATE  | PAYMENT | TAX    | CHARGE | DESCRIPTION                              | TOTAL      |
|----------------|-----------|---------|--------|--------|--|------------|
| 981033-00-020  | 11/1/2015 | \$82.50 | \$0.00 |        | Payment Period (11/01/2015 - 11/30/2015) | \$82.50    |
| 981033-00-020  | 11/1/2015 | \$15.00 | \$0.00 |        | Non-ACH Payment                          | \$15.00    |
|                |           |         |        |        | Total Past Due                           | \$1,842.66 |

Remit Payment To

|            |            |
|------------|------------|
| AMOUNT     | \$1,940.16 |
| JOB NUMBER | 981033-00  |
| DATE       | 10/13/2015 |

SolarCity USB Fund #8 (US8)  
PO BOX 4387  
PORTLAND OR 97208-4387



☐ CHECK HERE IF YOU HAVE WRITTEN YOUR NEW BILLING ADDRESS ON THE REVERSE SIDE.



SOLARCITY BILLING DEPARTMENT  
P.O. BOX 4387  
PORTLAND, OR 97208

# INVOICE

JOB NUMBER 981033-00  
DATE 5/12/2015  
TOTAL \$1,452.66  
DUE DATE 6/1/2015

## BILL TO



1oz - #10 - 3107 - 3118  
Kelley, Brenda  
2648 NW Nordeen Way  
Bend OR 97701-7352

## REMIT TO

SolarCity USB Fund #8 (US8)  
PO BOX 4387  
PORTLAND OR 97208-4387

## INVOICE NUMBER

## DESCRIPTION

## AMOUNT

## TAX

## TOTAL

|                |  |         |        |            |
|----------------|--|---------|--------|------------|
| 981033-00-015  | Payment Period (06/01/2015 - 06/30/2015) | \$82.50 | \$0.00 | \$82.50    |
| 981033-00-015  | Non-ACH Payment                          | \$15.00 | \$0.00 | \$15.00    |
| Total Past Due |  |         |        | \$1,355.16 |

2648 Nordeen Way Bend, OR 97701

**TOTAL** \$1,452.66

## PAST DUE PAYMENTS

## PAYMENTS RECEIVED

| INVOICE                | DUE DATE | AMOUNT     | DATE | CHECK NO. | AMOUNT |
|------------------------|----------|------------|------|-----------|--------|
| 981033-00-014          | 5/1/2015 | \$82.50    |      |           |        |
| 981033-00-013          | 4/1/2015 | \$82.50    |      |           |        |
| Additional Amounts Due |          | \$1,190.16 |      |           |        |
| Total Past Due         |          | \$1,355.16 |      |           |        |

Kelley, Brenda  
2648 NW Nordeen Way  
Bend OR 97701-7352

Return This Portion With Your Payment

If you have any questions regarding the statement, please call the Billing Department at (877) 652-8638.

| INVOICE NUMBER | DUE DATE | PAYMENT | TAX    | CHARGE | DESCRIPTION                              | TOTAL      |
|----------------|----------|---------|--------|--------|--|------------|
| 981033-00-015  | 6/1/2015 | \$82.50 | \$0.00 |        | Payment Period (06/01/2015 - 06/30/2015) | \$82.50    |
| 981033-00-015  | 6/1/2015 | \$15.00 | \$0.00 |        | Non-ACH Payment                          | \$15.00    |
| Total Past Due |          |         |        |        |  | \$1,355.16 |

AMOUNT \$1,452.66

JOB NUMBER 981033-00

DATE 5/12/2015

Remit Payment To

SolarCity USB Fund #8 (US8)  
PO BOX 4387  
PORTLAND OR 97208-4387



☐ CHECK HERE IF YOU HAVE WRITTEN YOUR NEW BILLING ADDRESS ON THE REVERSE SIDE.



Brenda Kelley &lt;ironweed1@gmail.com&gt;

---

**ACH Authorization Form**

3 messages

**ironweed** <ironweed1@gmail.com>

Fri, Jun 12, 2015 at 10:37 AM

To: c.lewis@solarcitybillingservices.com

Cc: Michael Wilkins &lt;mike@wilkins-construction.com&gt;

Craig, attached is the docusigned ACH Authorization Form for our Solar City account, with signing confirmation dated 6/06/14. As previously stated, when I received my July 2014 checking account statement, I called Solar City to report that my account had not been charged. I called again after receiving my August checking account statement. Both times I was assured that this would take place "next month". I was also told that there were some confusions going on with Solar City catching up with billing and that the issue would be corrected soon.

The Solar City invoice dated 5/12/2015 re Job Number 981033-00 certainly reflects there was lots of confusion. I appreciate your efforts to get this sorted out.

As soon as we receive the corrected invoices for both the previous owner/builder, Michael Wilkins and for David and Brenda Kelley, we will pay by check the amounts due.

The corrected invoices reflecting Transfer Agreement with docusign confirmation dated 6/16/2014 should be sent to:

Michael and Tonna Wilkins  
2354 NW Torsway Street  
Bend, OR 97701

Brenda and David Kelley  
2648 NW Nordeen Way  
Bend, OR 97701

Following receipt of checks for the correct amounts to bring the account up to date, you may begin the ACH debits to my account each month for the correct amount of \$81.68/month.

If you need additional information, please don't hesitate to contact me at ironweed1@gmail.com or 541-647-2514.

Regards,  
Brenda Kelley



**Solar City ACH Authorization Form.pdf**  
165K

---

**Michael Wilkins** <mike@wilkins-construction.com>

Mon, Jun 15, 2015 at 6:12 AM

To: ironweed &lt;ironweed1@gmail.com&gt;

Morning Brenda,

Thanks for keeping me in the loop concerning Solar City. Sorry it's been such a

hassle.

We'll just have to wait and see if they can handle their next difficult assignment.

Thanks, Mike

mike@wilkins-construction.com

541-410-3682



BEND, OREGON • CCE# 164180

www.wilkins-construction.com

[Quoted text hidden]

---

ironweed <ironweed1@gmail.com>

To: jmansfield@solarcity.com

Fri, Oct 2, 2015 at 9:57 AM

[Quoted text hidden]



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**Solar City ACH Authorization Form.pdf**

165K





Brenda Kelley &lt;ironweed1@gmail.com&gt;

---

## Billing Nightmare

4 messages

---

**ironweed** <ironweed1@gmail.com>

Fri, Oct 2, 2015 at 1:29 PM

To: jmansfield@solarcity.com

Cc: clewis@solarcitybillingservices.com, Michael Wilkins &lt;Mike@wilkins-construction.com&gt;

Justin,

Following up on our conversation this morning, I know you are coming in late to this confusion, so I will try to recap for you in hopes that SOMEONE at Solar City can correct an untenable situation that has taken many hours of phone calls, listening to recordings, waiting for call backs, documentation, follow-ups---all with no progress toward resolution.

We docu-signed a Transfer Agreement and an ACH Authorization on 6/16/**2014**. I followed up in July, Aug. and Sept. (speaking with Amanda Chapin, Sales Quality(?) Specialist, multiple times and then Gerald Sison) to report that my account had not been charged and I did not want to receive a cumulative bill. Each told me that their billing was running behind and that the deductions would begin the following month. Exasperated by lack of progress, I stopped calling.

In **May 2015**, I received my **first** invoice (running behind, really?) including monthly non-ACH payment charges and at some point an increase of 2.9% in monthly amount from the contract rate of \$81.68 to \$82.50. Since the invoice does not include a breakdown of charges or months involved, it's pretty difficult--no, impossible--to determine how the Additional Amounts Due of \$1,190.16 and Total Past Due of \$1,355.16 is derived. What is included in the calculation of these amounts? I called and spoke with Adrian in the Billing Dept. in Portland. He informed me that he would waive the non-ACH charges and I should send a check for the outstanding amount because if they started the ACH deductions it would deduct the entire incorrect amount from my account. I knew that would be a nightmare to unravel and I need to know when deductions begin as that account is used infrequently and I don't want to overdraw. I requested a rebilling to the appropriate parties (and furnished the buider's new address) for the amount he owed prior to our closing and a correct bill for the amount I owed (including **correct** monthly payments and waived non-ACH charges and a breakdown of months being invoiced). I followed with copies of the Transfer Agreement and ACH Authorization. Both parties each agreed to pay by check for the correct amounts owed **when we receive correct invoices**. I still need a breakdown of the charges by dates/amounts to understand the invoices.

I have received additional invoices dated 7/13, 8/11 and 9/11/2015 (again with no breakdown of charges by dates). The invoices are always dated in the second week of the month, but I never receive them until the last week of each month. (What's up with that?) Each time I have made multiple contacts with Billing (Craig Lewis and John, Collections Supervisor) and have been told that they are waiting for approval from Corporate to re-bill. After spending hours contacting Billing, waiting for call backs, documenting conversations, following up, etc. with no progress made in resolving the issue, I asked Craig for the name of someone at Corporate. He gave me your name and #.

Since you're coming in after many discussions, and I'm hoping for correction before I receive another incorrect invoice in October, here is a recap of the original request:

1. Monthly payment is \$81.68 for the **duration of the lease. Please correct months incorrectly invoiced at increase to \$82.50.**
2. **Waive all non-ACH charges.** Solar City had authorization for ACH deductions and failed to

implement them---even after my reminders.

3. **Invoice Michael & Tona Wilkins**, (new address: 2345 NW Torsway Street, Bend, OR 97703) **for amount owed prior to transfer.** (Copy of doc-signed Transfer Agreement forwarded to you by e-mail today.)

4 **Invoice Brenda Kelley for correct amount of \$81.68 for months of July 2014 - Oct. 2015.**

5. **Begin ACH withdrawals of \$81.68-----only after confirmation by me that we have received a corrected invoice.**

Justin, I hope this helps and you can get the confusion straightend out quickly. Looking forward to your follow-up update Tuesday, Oct. 6th

Brenda Kelley

---

**Justin Mansfield** <jmansfield@solarcity.com>  
To: ironweed <ironweed1@gmail.com>

Fri, Oct 2, 2015 at 2:00 PM

Hey Brenda,

Thank you for sending this to me. I've mass forwarded this to management in multiple departments in hopes of getting resolution as soon as possible. I apologize again for how frustrating your experience has been to this point and I will continue to pursue this until it is resolved.

Justin Mansfield | Customer Care Specialist | Customer Account Management Group | SolarCity | T: 888.765.2489, option 2 | customercare@solarcity.com | www.solarcity.com

**From:** ironweed [mailto:ironweed1@gmail.com]  
**Sent:** Friday, October 02, 2015 1:30 PM  
**To:** Justin Mansfield  
**Cc:** clewis@solarcitybillingservices.com; Michael Wilkins  
**Subject:** Billing Nightmare

[Quoted text hidden]

---

**Justin Mansfield** <jmansfield@solarcity.com>  
To: ironweed <ironweed1@gmail.com>

Fri, Oct 2, 2015 at 4:04 PM

Hey Brenda,

*This is unrelated  
to the billing problem.*

Attached is the application that was submitted for the RETC program. Let me know if your husband or Michael remember receiving the rebate.

Justin Mansfield | Customer Care Specialist | Customer Account Management Group | SolarCity | T: 888.765.2489,

option 2 | customercare@solarcity.com | www.solarcity.com

**From:** ironweed [mailto:ironweed1@gmail.com]  
**Sent:** Friday, October 02, 2015 1:30 PM  
**To:** Justin Mansfield  
**Cc:** clewis@solarcitybillingservices.com; Michael Wilkins  
**Subject:** Billing Nightmare

Justin,

[Quoted text hidden]

---

 **FINAL RETC Application Packet\_Kelley.pdf**  
813K

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**ironweed** <ironweed1@gmail.com>  
To: Justin Mansfield <jmansfield@solarcity.com>

Fri, Oct 2, 2015 at 4:53 PM

Justin,

Thank you for your quick follow up. Keeping my fingers crossed that you will be able to get the billing corrected.

*unrelated to billing issue:2*

I think RETC application was for a Oregon tax credit, not a rebate. The tax credit of \$6,000 is good for \$1,500/year, and we did not pay enough taxes in Oregon to be able to use the credit in 2014, so we lost that. I don't see anything in the agreement about a rebate, and we certainly did not receive one.

The second part of the agreement signed by M & T Wilkins refers to a purchase price of \$46,312.50, yet our transfer agreement refers to a purchase price of \$60,345 **at the end** of the 20-year lease, after paying \$19,000+ in lease payments. All quite confusing.

I'd like some clarification on this, but after the billing situation is resolved.

Thank you.

Brenda Kelley  
[Quoted text hidden]

ley

deen Way

7703

TO:

Oregon Department of Justice

Financial Fraud/Consumer Protection Section

1162 Court St. NE

Salem, OR 97301

FIRST CLASS



1000



97301

U.S. POSTAGE

PAID

BENDOR

97703

NOV 19, 15

AMOUNT

\$2.08

00112631-07

# EXHIBIT I





January 27, 2016

**VIA EMAIL ONLY**

alicia.suarez@doj.state.or.us

Alicia Suarez, Enforcement Officer  
Oregon Department of Justice  
Civil Enforcement Division  
1162 Court Street NE  
Salem, OR 97301-4400

**File No.: FF7290-15**

**RE: Brenda M. Kelley**

Dear Ms. Suarez:

I write in response to your email on January 13, 2016, providing Ms. Kelley's rebuttal to SolarCity's response submitted on December 9, 2015.

Ms. Kelley requested you keep her file open until the issue has been corrected. To that end, please see Invoice 981033-00 enclosed herewith. As you will see, we have retroactively adjusted Ms. Kelley's lease payments to the amount of \$81.68 per month starting on July 1, 2014. This reflects the contract amount including a discount for signing up for ACH autopay. A billing representative will reach out to Ms. Kelley, if they have not done so already, in order to set up a payment plan for the amounts past due.

I trust this provides both you and Ms. Kelley with sufficient information and documentation in order to close this case. However, should you or Ms. Kelley have any questions or concerns, please do not hesitate to contact me at [vtran@solarcity.com](mailto:vtran@solarcity.com).

Best regards,

Vincent Tran  
Counsel, Compliance

3055 Clearview Way San Mateo, CA 94402 T (650) 638 - 1028 (888) SOL - CITY F (650) 638 - 1029 [solarcity.com](http://solarcity.com)

AL 05500, AR M-8937, AZ ROC 243771/ROC 245450, CA CSLB 888104, CO EC8041, CT HIC 0632778/ELC 0125305, DC 410514000080/ECC902585, DE 201120386/T1-6032, FL EC13006226, HI CT-29770, IL 15-0052, MA HIC 168572/EL-1136MR, MD HIC 128948/11805, NC 30801-U, NH 0347C/12523M, NJ NJHIC#13VH06160600/34EB01732700, NM EE98-379590, NV NV20121135172/C2-0078648/B2-0079719, OH EL 47707, OR CB80498/C562, PA HICPA077343, RI AC004714/Reg 38315, TX TECL27006, UT B726950-5501, VA ELE2705153278, VT EM-05829, WA SOLARC\*91901/SOLARC\*905P7, Albany 439, Greene A-486, Nassau H2409710000, Putnam PC6041, Rockland H-11B64-40-00-00, Suffolk 52057-H, Westchester WC-26088-H13, N.Y.C. #2001384-DCA, SCENYC: N.Y.C. Licensed Electrician, #12610, #004485, 155 Water St, 6th Fl., Unit 10, Brooklyn, NY 11201, #2013966-DCA. All loans provided by SolarCity Finance Company, LLC. CA Finance Lenders License 6054796, SolarCity Finance Company, LLC is licensed by the Delaware State Bank Commissioner to engage in business in Delaware under license number 019422, MD Consumer Loan License 2241, NV Installment Loan License IL11023 / IL11024, RI Licensed Lender #20153103LL, TX Registered Creditor 1400050963-202404, VT Lender License #6766



SOLARCITY BILLING DEPARTMENT  
P.O. BOX 4387  
PORTLAND, OR 97208

# INVOICE

|            |            |
|------------|------------|
| JOB NUMBER | 981033-00  |
| DATE       | 1/27/2016  |
| TOTAL      | \$1,633.60 |
| DUE DATE   | 2/1/16     |

## BILL TO

Brenda Kelley  
2648 Nordeen Way  
Bend, OR 97701

## REMIT TO

Solar City  
PO Box 4387  
Portland, OR 97208

| INVOICE NUMBER | DESCRIPTION  | AMOUNT     | TAX    | TOTAL      |
|----------------|--|------------|--------|------------|
| 981033-00      | Solar Lease Payments (7/1/14 – 2/28/16)<br><br>20 payments @ \$81.68 | \$1,633.60 | \$0.00 | \$1,633.60 |
|                |  |            | TOTAL  | \$1,633.60 |

## PAST DUE PAYMENTS

## PAYMENTS RECEIVED

| INVOICE         | DUE DATE | AMOUNT | DATE            | CHECK NO. | AMOUNT |
|-----------------|----------|--------|-----------------|-----------|--------|
| TOTAL PAST DUE: |          | 0.00   | TOTAL PAYMENTS: |           |        |

Return This Portion With Your Payment

Brenda Kelley  
2648 Nordeen Way  
Bend, OR 97701

SolarCity Billing at (877)652-8638.

| INVOICE NUMBER | DUE DATE | PAYMENT    | TAX    | CHARGE | DESCRIPTION                        | TOTAL      |
|----------------|----------|------------|--------|--------|------------------------------------|------------|
| 981033-00      | 2/1/16   | \$1,633.60 | \$0.00 |        | Lease Payments<br>7/1/14 – 2/28/16 | \$1,633.60 |

AMOUNT \$1,633.60

Remit Payment To

JOB NUMBER 981033-00

Solar City  
PO Box 4387  
Portland, OR 97208

DATE 1/27/16

☐ CHECK HERE IF YOU HAVE WRITTEN YOUR NEW BILLING ADDRESS ON THE REVERSE SIDE.

# **EXHIBIT J**





**DEPARTMENT OF JUSTICE**  
CIVIL ENFORCEMENT DIVISION

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

February 24, 2012

NATIONAL SOLAR INC  
2610 11TH AVE E  
SEATTLE, WA 98102

Re: FF1588-12  
DOMELLEN, RICHARD VAN DOMELLEN

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [rebecca.papke@doj.state.or.us](mailto:rebecca.papke@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

Becky Papke  
Enforcement Officer

Enclosure  
EZ-E1



OREGON DEPARTMENT OF JUSTICE  
CONSUMER COMPLAINT FORM

CIVIL ENFORCEMENT DIVISION

**Please Note the Following:**

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney.

1. Please use dark ink. Type or print clearly.

2. Return this form with copies of important papers.

3. Keep your original papers.

4. Attach any additional explanation.

Richard D Van DOMELAN  
CONNIE E Van DOMELAN  
First Name Middle Initial Last Name  
1980 SKYLINE DR.  
Mailing Address  
TILLAMOOK OREGON 97141  
City State Zip  
503-842-0080 Same 503-349-3296  
Day Phone Evening Phone Cell phone number Email address CNR 1994@Live.COM

NATIONAL SOLAR, INC  
Name of Business or person about which you are complaining  
2610 11<sup>th</sup> AVENUE EAST 2610 11<sup>th</sup> Ave E.  
Mailing/Street Address  
Seattle, Washington 98107  
City State Zip

Phone

Date of Transaction(s): 6-7-11 How much money, if any, do you believe you lost? \$14500.00

Whom have you contacted regarding your complaint?

☒ Attorney BRITT NELSON - TIM DOLEN

☐ Business

☐ Other DISTRICT ATTORNEY - TILLAMOOK, OR

☐ I am not requesting action on this complaint.

What type of sale was this transaction?

☐ Door to Door ☐ Seminar ☒ Other Then At Home

☐ Telephone ☐ Mailer ☐ Mail Order

☒ Fair/Tent Sale ☐ Retail ☐ Internet

Would you like info on **Veteran's Benefits**? ☐ YES ☐ NO

If you would like to receive **SCAM ALERTS**, print your email address:

FOR OFFICIAL USE ONLY

FF #: 1588-12  
Comp. Code: C102 Bus Code: 23561  
Comp. Code: Bus Code: 454DOJ2  
Closing Code: Ltr Type:  
Rtn to: Notify: EI  
Cc: ☐ ADS ☒ HJM ☐ SBL ☐ MML ☐ GJD  
Rec'd From:  
Ref'd To:  
Override S/H: ☐ Yes ☐ No  
Display: ☐ Corp. ☐ Local  
Mail: ☐ Corp. ☐ Local  
Uncheck: ☐ Cons. Comp. ☐ Websrch  
DM#18/2911 Rev: 11/03/11

2/15/12

**DETAILS OF COMPLAINT**  
(attach additional pages if necessary)

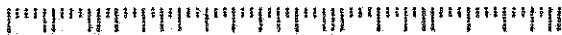
If your complaint is about a cell phone account, please list the cell phone number here: \_\_\_\_\_

*Copy attached*

By my signature below, I understand a) this complaint will become part of DOJ's permanent records and is subject to Oregon's Public Records Law; b) this complaint may be released to the business or person about whom I am complaining; c) this complaint may be referred to another governmental agency. By my signature below I authorize any party to release to the DOJ any information and documentation relative to this complaint.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



371413M985

*97141*

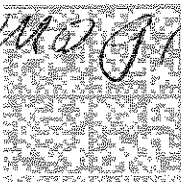
*Tilla Mook, OR*

*1980 Skyline Dr*

*Richard Van Dornelle*

046116550-570  
\$00.450  
02/07/2012  
Postage  
10301

Hester



**MAIL YOUR COMPLAINT TO:**  
Oregon Department of Justice  
Financial Fraud/Consumer Protection Section  
1162 Court St., NE  
Salem, OR 97301-4096

To Whom It May Concern:

In March of 2011, the Wife and I went to a Home and Garden Show at the Tillamook County Fairgrounds. As we were walking through we encountered a Solar Energy Exhibit. We got to talking with the young Lad on solar Energy. He got to telling us of the Energy Trust Rebates we could receive by Investing in Solar Energy. He was Representing National Solar, Inc. He set up an appointment to have their Representative come to us. His name was Tom Clarke, representing himself as their General Manager. The appointment was for April 7, 2011.

He started out telling us if we were really interested in Solar Power, how we receive a great Rebate from the IRS and The State, but we had to have it installed on or before January! , 2012. The Rebate depended on how much we installed. We came to an agreement with a total price of \$28257.30 for Sixteen panels, with a \$300.00 deposit. To our understanding , at the end of 2011 , we were to receive from the IRS,s Energy Trust Rebate fund the amount of \$8593.00 and the amount of \$1500.00 per year for Four years from the State of Oregon . The total Rebates we would receive came to \$14593.00, leaving us a balance of \$13368.90 to finance.

On April 11, 2011, John Harley came out to review the Photovoltan Solar Resource Estimate. He came up with a 91% resource fraction. John Sparks installed the Solar System. Brandon Krueger did the Electrical work. The System was approved and completed on June 7, 2011.

It wasn't until February 1, 2012, when filling out Tax Forms that this was not a Rebate but a Non-Refundable Tax Credit. We have made several calls to Tom Clarke, Who sold us the Solar System, at 1-800-808-1955. We have yet to receive a return call .We called John Harley at 503-914-6667 and have got no response. Then we called the installer John Sparks at 503- 510-1571. He returned our call. He stated he remembered installing our system and at the time talking of the Rebates we were to get. He also stated that he has had a number of Calls about the Tax Rebate.

The Wife and I are elders. I am 72 and She is 68. If we were not guaranteed by Tom Clarke of getting the Rebates, we would never have bought the System. A person who would owe any Taxes would not be looking for a Tax Credit.

Rebate: To give back ( part of an amount paid )

To make a deduction from ( a bill ) are turn of the amount paid , as for goods

Credit: A deduction from a debt, give credit for

At our age we would never have gone in debt 28,000 . We have papers to back up what I have stated . We also have other witnesses to the fact. In my opinion this was nothing but PURE FRUAD.

February 13, 2012

*Richard D. Van Dornen*  
*Connie E. Van Dornen*



## THE CONSUMER PROTECTION ACT

### UNFAIR TRADE PRACTICES

#### WHAT DOES THE LAW SAY?

The Consumer Protection Act says that a business must not engage in any conduct that misleads or deceives consumers. The Act also specifically prohibits a number of claims or trading practices which are relevant for all businesses and professionals.

- false representations that goods are of a particular kind, standard, quality, grade, quantity, composition, style or model, or have had a particular history or particular previous use;
- false representations that goods are new, or that they are reconditioned, or that they were manufactured, produced, processed or reconditioned at a particular time;
- false representations that goods or services have any sponsorship, approval, endorsement performance characteristics, accessories, use or benefits;
- false representations that a person has any sponsorship approval, endorsement or affiliation;
- false or misleading representations about the price of goods or services;
- false or misleading representation about the existence, exclusion or effect of any condition, warranty, guarantee, right to remedy;
- false or misleading representation about the place of origin of goods;
- the offering of gifts or prizes when there is no intention to provide them or when they are not provided as offered;
- bait advertising: the offering of vehicles or services related to them, at a specific price without intending to supply them.

Whether or not a business intends to mislead a customer is an irrelevant consideration under the Consumer Protection Act. The fact that the behaviour was misleading is what matters. It is also not necessary to show that any particular person was in fact deceived, only that an average customer could have been.

## Photovoltaic Rebate Worksheet

### Solar Electric Energy System:

System Costs (Parts & Labor & Warranties)  $\$25,277.30$

Additional Costs (Engineering, Permits & Documentation)  $\$750.00$

Total Complete System Price Installed  $\$26,027.30$

### Energy Trust Rebate:

Rebate available for systems installed between 1/1/01 and 12/31/01.

System Watts (Quantity of panels x watts per panel)  $3220$  Watts

Incentive  $\$20$

Total Estimated Energy Trust Incentives  $\$3220$

### Net Costs after ET Rebate

### Other Incentives:

Federal Tax Credit: Net Cost after ET Rebate  $\$26,027.30$

State Tax Credit:  $\$6000.00$  System Watts  $3220$

$3220 \times 2\% = 64.4$

Total Other Incentives (federal & State Tax Credits)  $\$14,477.70$

\$\$\$ Money you can put towards solar power rather than sending to the state of OREGON & FEDERAL GOV !! \$\$\$

Total Estimated System Cost after all rebates & incentives:  $\$13,780.00$

Van Damelen  
Richard & Connie

TC 07 APR 21  
Richard Van Damelen  
6 Nov 2001

Oregon Address: P.O. Box 7926, Salem, OR 97303  
Washington Address: 2610 11th Avenue East, Seattle, WA 98102  
Phone: 800-808-1955 / Fax: 1-206-829-8476  
www.nationalsolarusa.com

X TRASH  
BINDER YES

### Improvement Agreement

I/We, the owner(s) of the premises mentioned below, hereby contract with, and authorize you, as Contractor, to furnish all necessary materials, labor and workmanship, to install and place the improvement according to the following specifications, terms and conditions on premises below.

|  |                                    |                                    |                      |
|--|------------------------------------|------------------------------------|----------------------|
| Owner's Name:<br><u>Richard D. &amp; Annie E. Van Dender</u> | Home Phone:<br><u>503-312-5259</u> | Cell/Other:<br><u>503-312-6301</u> |                      |
| Site Address:<br><u>1980 Skyline Drive</u>                   | City:<br><u>Tillamook</u>          | State:<br><u>OR</u>                | Zip:<br><u>97141</u> |
| Mailing Address:<br><u>Same</u>                              | City:                              | State:                             | Zip:                 |

Email Address: Hunter @ dvanender.com Other Contact Info: 503-312-8451 John

NATIONAL SOLAR WILL FURNISH ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THE FOLLOWING:

### SYSTEM DESCRIPTION

| ITEM  | MANUFACTURER | QUANTITY  | WATT PER PANEL | TOTAL CAPACITY         |
|---|--------------|-----------|----------------|------------------------|
| PANELS  | <u>NESL</u>  | <u>16</u> | <u>X 230</u>   | <u>= 3680</u> WATTS DC |
| INVERTERS   | <u>TBSI</u>  |           |                |                        |
| OTHER WORK: <u>Roof is est 12/12 pitch</u><br><u>main body of house</u> |              |           |                |                        |

- ☒ Schedule Site Survey
- ☒ Obtain Permits
- ☒ Custom Design System
- ☒ Complete All Incentive Paperwork
- ☒ Provide Federal and State Tax Forms
- ☒ Install System
- ☒ Schedule All Inspections
- ☒ 2-Year Parts and Labor Warranty
- ☒ 25-Year Manufacturer's Panel Warranty
- ☒ 10-Year Manufacturer's Inverter Warranty

Utility Company: Tillamook PUD  
Account #: 46713  
Estimated Incentive Amount: \$ NET

Representative: Tom Acbarke  
Manager's Approval: \_\_\_\_\_

Total Price: \$ 28,257.33  
Upfront Incentive: \$ INC  
Contract Price: \$ 28,257.33  
Deposit: \$ 300  
Unpaid Balance: \$ 27,957.33  
Due Upon Installation: \$ 27,957.33

### ALL CHECKS PAYABLE TO NATIONAL SOLAR

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined.

Terms: OAC (6 mo SAC)

Deposit: 300 ☐ Check #: 2527  
☐ CC #:

Type: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Code: \_\_\_\_\_  
Name on Card: \_\_\_\_\_  
CC Signature X: \_\_\_\_\_

Date: 08/27/11 20 11

Signature: Richard D. Van Dender

Signature: Annie E. Van Dender

**warranty**

NATIONAL SOLAR warrants all materials furnished and incorporated in the Work shall be of good quality, free from faults, defects and improper workmanship and in strict conformance with the requirements of this Contract for a period of two (2) years from the completion of the Work hereunder. Such manufacturers' warranties as are available on equipment furnished and installed hereunder shall be transferred to OWNER on completion of the work, and OWNER shall be responsible for compliance with the terms of such warranties in order to make it effective. NATIONAL SOLAR shall, at its own expense, upon the demand of OWNER, immediately remedy any defects in its workmanship. THE FOREGOING IS THE SUM TOTAL OF ALL WARRANTIES TO BE PROVIDED BY NATIONAL SOLAR HEREUNDER, AND IS ACKNOWLEDGED AS SUCH BY OWNER.

**Offer of a Warranty - Oregon Administrative Rules Section 812-012-0110-1-c**

Owner acknowledges that Contractor has offered a warranty against defects in materials and workmanship. Owner may accept or refuse the offer of a warranty by Contractor. If Owner refuses the warranty offered, Contractor is under no obligation to complete the Project.

Owner rejects the warranty against defects in materials and workmanship offered by Contractor.

Owner accepts the warranty against defects in materials and workmanship offered by Contractor.

INITIALS: \_\_\_\_\_

INITIALS:                     RHU                    

You may cancel this contract within three (3) business days. Additional terms on back.



## ADDITIONAL TERMS AND CONDITIONS

If you cancel this Contract at any time subsequent to midnight of the third business day after the date of the Contract and prior to installation, it will be difficult to ascertain or compute the damage which may result from your default; therefore, in the interest of certainty and conflict avoidance, customer agrees to pay 30% of the total purchase price as liquidated damages. NATIONAL SOLAR reserves the right to cancel this Contract at any time within thirty (30) days of the date of Contract. If we cancel, an authorized agent of the Seller will promptly notify you in writing. If we cancel, we will return any deposits you have made within ten (10) business days.

### Change Orders

OWNER may, without invalidating the Contract, order extra work or make changes by altering, adding to, or deducting from the Work, the Contract Sum to be equitably adjusted accordingly. All such extra or different work shall be in writing executed by Owner and NATIONAL SOLAR.

### Delinquent Payments

Any overdue payment shall accrue interest for the benefit of NATIONAL SOLAR from the due date until the actual payment at the lesser of 12 percent per annum or the maximum allowed by law.

### Force Majeure

Any and all damages, claims, delays or impacts to NATIONAL SOLAR'S work hereunder caused by any means beyond the immediate control of NATIONAL SOLAR, including but not limited to, labor disruption or strikes, transportation failures, inclement or adverse weather conditions, acts of war, acts of God, or local, regional or national emergency, are agreed by OWNER to excuse NATIONAL SOLAR from any delay or impact to performance hereunder and that such occurrence shall not be grounds for OWNER to recover any claim, damage, impact or delay costs from NATIONAL SOLAR.

### Utility Interaction

NATIONAL SOLAR, upon OWNER request, and at its option, may provide assistance to OWNER with the preparation, filing and follow-up of applications and/or requests made by OWNER to a utility or governmental entity with respect to grants or rebates that may be available to OWNER as a result of the equipment being provided hereunder. NATIONAL SOLAR makes no representation to OWNER of any kind with respect to the availability of any such rebate or grant and DISCLAIMS ANY WARRANTY with regard to OWNER's ultimate ability to receive any such rebate or grant. All information to be provided in efforts to receive any consideration from a utility or governmental agency shall be provided by OWNER, who is solely responsible for its accuracy, and who specifically holds NATIONAL SOLAR harmless for any and all inability to receive any energy-based consideration, credit, rebate or grant arising from or relating to the work contemplated hereunder.

### Disputes

Should either party file a court action to resolve a dispute arising from or related to this Contract, OWNER and NATIONAL SOLAR agree that such dispute will be brought in a court of competent Jurisdiction in Multnomah County, Oregon, and that by signature below, each party agrees to the Jurisdiction of that court. In any such court action the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

### Mutual Waiver of Consequential Damages

NATIONAL SOLAR and OWNER waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a. damages incurred by OWNER for losses of use, income, profit, financing, business and/or reputation; and
- b. damages incurred by NATIONAL SOLAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work hereunder.

## CANCELLATION POLICY

YOU MAY CANCEL THIS TRANSACTION WITHOUT PENALTY OR OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO NATIONAL SOLAR AT 2610 11TH AVENUE EAST, SEATTLE, WA 98102, NOT LATER THAN MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THIS TRANSACTION IS SIGNED.

CANCELLATION:

CUSTOMER SIGNATURE

DATE

Van Domelen



**CERTIFICATE OF COMPLETION/PROOF OF FINAL PAYMENT**

I (We) so hereby certify that all work, equipment, and materials illustrated by the Improvement Agreement and any addendums between myself (ourselves) and National Solar USA, Inc., have been completed on the date specified below. I (We) have inspected all work done and find it, along with the cleanup, to be completed and done to satisfy the scope as laid out by the Improvement Agreement. I (We) agree to the amount set forth on the contract and/or addendum on the line labeled "Contract Price" and concur that it is the total and complete contract price to be paid to National Solar USA, Inc. I (We) agree that the actual complete system cost is the amount on the line labeled "System Price."

X [Signature] Customer X [Signature] Customer 6-7-11 Date

PAID IN FULL: X [Signature] AMOUNT PAID \$ 13,978.65 Paid in Full  
 (Initial by National Solar Representative) 28,257

**METHOD**

Check # \_\_\_\_\_ Financed \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Credit Card Type: \_\_\_\_\_ Exp: \_\_\_\_\_ Code: \_\_\_\_\_

Name as it appears on Card: \_\_\_\_\_

Cardholder's Signature: X \_\_\_\_\_

**CONTRACT PRICING INFORMATION:**

System Price: \$ 28,257

Upfront incentives: less \_\_\_\_\_

Contract Price: = \$ 28,257

**MATERIALS INSTALLED:**

Inverter: Power One PVI 3.6

Panel Manufacturer: NESL DJ230P

Watts Per Panel: 230 No. of Panels 16

= 3680 Total Installed Watts

I hereby certify that National Solar USA, Inc., has delivered the materials and that the installation thereof was completed by National Solar USA, Inc., in a workmanlike manner. This certificate was signed by the customer(s) after the completion of the installation and all debts for labor, material, license fees, permits, inspection fees, and other bills pertaining to the customer(s)' contract have been paid in full. There will be no mechanics, materials, or other liens on the customer(s)' property as a result of said installation. I hereby certify that the materials listed above are in fact the materials installed on the job.

X [Signature] National Solar USA, Inc. 6/7/11 Date

Richard D. VanDomelen  
Connie E. VanDomelen  
1980Skyline Dr  
Tillamook, OR. 97141

Oregon Department of Justice  
Financial Fraud/Consumer Protection Section  
1162 Court St., NE  
Salem, OR 97301-4896

97301-4896



1000



97301

U.S. POSTAGE  
PAID  
TILLAMOOK, OR  
97141  
FEB 13 1992  
AMOUNT

\$0.65  
00094348-10

# EXHIBIT K

Oregon Department of Justice  
Attention: Jodi A Coonrod

March 30, 2012



File Number: FF1588-12

Filed with National Solar VIA CERTIFIED MAIL 2-13-12

CIVIL ENFORCEMENT DIVISION

Filed with Attorney Generals Office 2-13-12

We were informed National Solar received contact from the Attorney Generals Office 2-20-12

National Solar contacted us by phone 2-23-12. They made appointment with us to meet on 3-1-12 at 2 PM.

National Solar's Representative, Justin Lancaster, arrived at 3:30 PM 3-1-12. We came to an agreement, copy enclosed. The representative was in constant communications with the Corporate Office the entire time. He stated they didn't want any bad publicity.

We received the first check, #7965, for the amount of \$8,953, Dated 3-1-12 on 3-5-12.

I contacted Justin Lancaster on 3-12-12 asking what was happening on the balance. He stated he would have a company check in the overnight mail for the balance. The time I contacted him was 1:00 PM.

We received this check #7981 in the amount of \$6,000, dated 3-13-12 on 3-16-12.

We Deposited the checks # 7965 and # 7981 on 3-16-12.

The checks cleared in the bank on 3-26-12.

Still to this day, 3-29-12, We have not received the CERTIFIED MAIL receipt.

The above is a complete accounting which took place between Nation Solar and Richard D and Connie E Van Domelen.

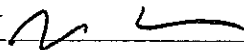
In the meantime, We have found out that SOLAR panels are still being sold with the idea of REBATES. Abney Ventures, INC. (License #108442) did the same thing with a gentleman by the name of Jack Erickson off Foss Road of Tillamook, Phone #503-368-4292. Home Depot is advertising Solar Panels Stating Rebates. Tillamook PUD is advertising Ductless Heat Pumps with the same idea of Rebates. What is it going to take to get the DEALERS to admit these are not REBATES but TAX CREDITS and state it as so.

Richard D Van Domelen

3.1.2012

I agree to purchase  
Richard and Connors state  
tax credit for \$5,500.

The company N.S. Inc agrees  
to refund Richard & Connors \$8,593.<sup>00</sup>  
Check will be a price adjustment  
in contract for customer goodwill.



Justin Lancaster  
2063213510.

If I can't purchase the state  
tax credit, the company will do so.

Gold Fibre

# Oregon State Tax Credit

Justin Lancaster (justin@nationalsolarusa.com)

Wed 3/07/12 9:10 AM

cnr1994@live.com

Dear Richard and Connie,

Thank you for the visit last Thursday. It was a pleasure to sit down and meet with you regarding your experience with our company. I am optimistic that we will have a full resolution of the misunderstandings. I think you should have received a check in the amount of the Federal Tax credit that you expected. With respect to the Oregon State Income Tax Credit, I am sending you a contact at the Oregon Department of Energy. You will need to contact her and request that you now wish for the pass through option. That will start the process.

Email Angie at the state requesting to switch her application to buy back.

[angela.whitehorn@state.or.us](mailto:angela.whitehorn@state.or.us)

Angie (503) 378-2697

Call me at 206-321-3510 or email.

Best,

Justin Lancaster  
National Solar, Inc  
206-321-3510

U.S. Postal Service™  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

SEATTLE WA 98102

|  |               |
|--|---------------|
| Postage  | \$0.65        |
| Certified Fee                                  | \$2.95        |
| Return Receipt Fee (Endorsement Required)      | \$2.35        |
| Restricted Delivery Fee (Endorsement Required) | \$0.00        |
| <b>Total Postage &amp; Fees</b>                | <b>\$5.95</b> |

0269  
10  
Postmark Here  
Del Feb. 17  
02/13/2012

Sent To: National Solar, Inc.  
Street, Apt. No.:  
or PO Box No.: 2650 11th Ave East  
City, State, ZIP+4: Seattle, WA 98102

PS Form 3800, August 2006 See Reverse for Instructions



FP TRANSACTION 03-16-12 13:37:30 MEMBER XXXX6430VA  
FOR RICHARD D VAN DOMELER

1 437



DEPOSIT OF 14593.00 XXXX6430-2 FREE CHECKING CP  
PREV BAL 4917.38 NEW BAL 19510.38  
RECEIVED 14593.00 IN 2 CHECKS  
8593.00 6000.00

Received:

Disbursed:

### NOTICE OF HOLD

DATE OF DEPOSIT: 3-16-12 MEMBER NO. [REDACTED]  
MEMBER NAME: Richard Van Domeler  
TOTAL DEPOSIT: \$ 14,593.00 HOLD AMOUNT: \$ 14,593.00

Your funds will be available according to the following schedule:

\$ 14,593.00 Will be available on 3-26-12  
\$ \_\_\_\_\_ Will be available on \_\_\_\_\_

These funds are being held for the following reason:

- ☐ Local Check Hold ☐ Out of State Check Hold  
☐ You are depositing into an account that has been open for less than 30 days.  
☒ The total of your deposit today exceeds \$5000  
☐ You have overdrawn your account repeatedly within the past six months  
☐ Information we have received indicate that this check may not be paid  
☐ You are redepositing a check that has already been returned NSF  
☐ Other: \_\_\_\_\_

Unless otherwise noted, your funds will be available at the opening of business on the date indicated above. If you did not receive notice at the time you made the deposit, and the check you deposited is paid, we will refund to you any Credit Union fees for overdrafts or returned checks that result solely from the additional delay we are imposing.

Teller No. 437





March 12, 2012

Richard and Connie VanDomelen  
1980 Skyline Drive  
Tillamook, Oregon 97141

Dear Richard and Connie,


I am writing to inform you that our ability and intent to purchase your State of Oregon Tax credit is complicated and for a number of reasons we are unable to do so. Most importantly, since I am not a full time resident of the State of Oregon, I am not allowed to purchase your tax credit through the pass through program. National Solar, Inc. has instead provided you a check in the amount of \$6,000 representing the amount of the State of Oregon Tax credit you expected to get as a refund.

In the spirit of goodwill, the plan when we sat down two weeks ago was to have National Solar Inc. provide you with an amount of money equal to the Federal (\$8,593.00) and State (\$6,000.00) tax credits you were expecting to get this year. Your expectation that these funds would return to you in the form of a rebate appears earnest despite the fact that they are non-refundable tax credit(s). National Solar, Inc. admits to no wrong doing in the transaction and only recognizes an unfortunate misunderstanding of terms.

By cashing both check #7965 for \$8,593.00 and the enclosed check #7981 for \$6,000 you both agree jointly and severally to fully release National Solar, Inc., its principals, officers, agents, employees, heirs, successors and assigns of any and all known claims as well as unknown, potential or anticipated claims, damages and causes of action.

Sincerely,

NATIONAL SOLAR, INC.

  
Justin Lancaster  
Business Development Manager

Encl.

**NATIONAL SOLAR INC** 06-09  
117 E LOUISA ST, STE. 506  
SEATTLE, WA 98102

US BANK  
19-10/1250

7981

03/13/2012

PAY TO THE  
ORDER OF Richard & Connie Van Domelen

\$ \*\*6,000.00

Six thousand and 00/100\*\*\*\*\*

Richard & Connie Van Domelen  
1980 Skyline Dr  
Tillamook, OR 97141

MEMO

Settlement Proceeds

⑈007981⑈ ⑆125000105⑆ 153582051621⑈

AUTHORIZED SIGNATURE

DOLLARS

Security Features Included

Details on Back

**NATIONAL SOLAR INC** 06-09  
117 E LOUISA ST, STE. 506  
SEATTLE, WA 98102

US BANK  
19-10/1250

7965

03/01/2012

PAY TO THE  
ORDER OF Richard & Connie Van Domelen

\$ \*\*8,593.00

Eight thousand five hundred ninety-three and 00/100\*\*\*\*\*

Richard & Connie Van Domelen  
1980 Skyline Dr  
Tillamook, OR 97141

MEMO

⑈007965⑈ ⑆125000105⑆ 153582051621⑈

AUTHORIZED SIGNATURE

DOLLARS

Security Features Included

Details on Back

# Why upgrade to a Ductless Heat Pump?

## Save Energy & Money

You could save 25% to 50% on the heating portion of your bill, depending on the characteristics of your home.

## A More Comfortable Home

An ultra quiet fan evenly circulates air throughout the area eliminating hot and cold spots.

## Easy Installation

Installation is quick and simple, with little or no disruption to your home.

## How do I know if I qualify for rebates?

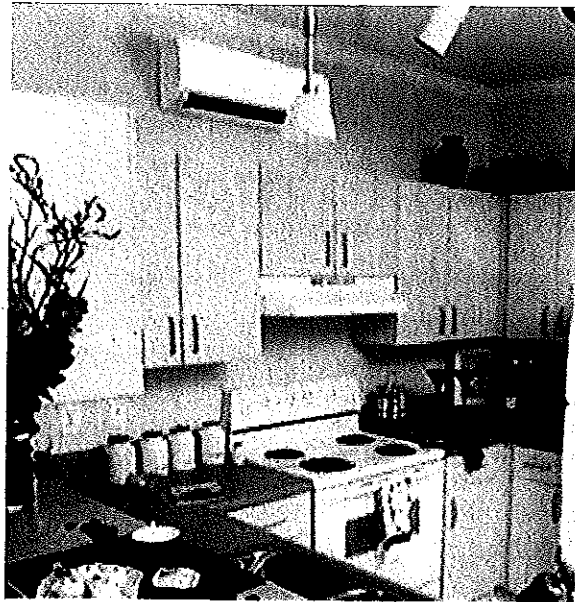
If your primary heat source is electric baseboard or wall heaters, you may be eligible for a rebate from Tillamook PUD.

**Contact our energy services experts for more information.**



1115 Pacific Avenue • PO Box 433  
Tillamook, Oregon 97141  
503.842.2535 • 800.422.2535  
[www.tpud.org](http://www.tpud.org)

An initiative of the Northwest Energy Efficiency Alliance,  
an alliance of NW utilities and energy efficiency partners



## Save money & energy every month!

When you install a new ductless heating/cooling system:

- Save energy and money each month
- Have a more comfortable home
- Quick and easy to install

(see back for additional details)

**Get up to a \$2000 rebate from Tillamook PUD!**  
**Must be installed by a Tillamook PUD approved contractor.**



Contact us to learn more!  
**503.842.2535 • 800.422.2535**

Richard D. VanDomelen  
Connie E. VanDomelen  
1980 Skyline Dr  
Tillamook, OR. 97141



PORTLAND OREGON  
30 MAR 2012 PM 3:7

Att: Jode A Coontod  
Oregon Dept. of Justice  
1162 Court ST. N.E.  
Salem, OR 97301-4096

973014096

# **EXHIBIT L**



**DEPARTMENT OF JUSTICE**  
CIVIL ENFORCEMENT DIVISION

1162 Court Street NE  
Salem, OR 97301-4096  
Telephone: (503) 934-4400  
Fax: (503) 378-8910  
TTY: (800) 735-2900

April 30, 2010

NATIONAL SOLAR  
PO BOX 7926  
SALEM, OR 97303

Re: FF3716-10  
GORDON KRIBS

We have received the enclosed consumer complaint about your business. We understand that there are often two sides to a problem, and we would appreciate your prompt review of this matter.

We do not represent the complainant. We do, however, review all complaints to determine whether grounds exist to warrant action by us. Your response to the allegations in the complaint would help us to make that determination.

In the interest of efficiency, we prefer that you respond directly to the complainant and email a copy of your response to our office. Please include the file number shown above on the subject line of your email. Alternatively, you may respond to us by regular mail. The response you send regarding this complaint will be part of the public record maintained by the Department of Justice.

Preferred Email Address: [rebecca.papke@doj.state.or.us](mailto:rebecca.papke@doj.state.or.us)

We would appreciate receiving your response within fifteen (15) days of receipt of this letter. Please feel free to attach any documents which you think are relevant in explaining your position. If after your response you hear nothing further from us, you may consider this matter closed.

Becky Papke  
Enforcement Officer

Enclosure  
EZ-E1

John R. Kroger  
Attorney General



Portland Area (503) 229-5576  
Salem Area (503) 378-4320  
Toll Free Area (877) 877-9392  
www.doj.state.or.us

OREGON DEPARTMENT OF JUSTICE  
CONSUMER COMPLAINT FORM

RECEIVED  
APR 16 2010

**Please Note the Following:**

CIVIL ENFORCEMENT DIVISION

Under Oregon Law, the Attorney General cannot act as your private attorney or give you legal advice. Deadlines may prevent you from starting a lawsuit if you wait too long. Filing this complaint does not change those deadlines or guarantee the results you want. You may wish to contact a private attorney.

**1. Please use dark ink. Type or print clearly.**

**2. Return this form with copies of important papers.**

**3. Keep your original papers.**

**4. Attach any additional explanation.**

Gordon

First Name

Kribs

Last Name

15085 S.W.Dawn Ct

Mailing Address



EMAILED

Tigard

City

Oregon

State

97224

Zip

503-742-1171

Day Phone

503-620-9471

Evening Phone

503-348-6700

cell phone number

gkribs@yahoo.com

e-mail address

National Solar OR CCB 186224

Name of Business or person about which you are complaining

P.O. Box 7926

Mailing/Street Address

Salem

City

Oregon

State

97303

Zip

800-808-1955 fax 206-829-8476

Phone

Date of Transaction(s): 3/25/2010 How much money, if any, do you believe you lost? 0

Whom have you contacted concerning your complaint?

AT THIS TIME

☐ Attorney ☒ Business National Solar ☐ Other

☐ No Action requested. I just wanted you to know of a questionable practice.

What type of sale was this transaction? Door-to-Door Telephone Fair/Tent Sale ☒

Mail Order Seminar Mailer Retail Internet Other



**DETAILS OF COMPLAINT**  
(attach additional pages if necessary)

If your complaint is about a cell phone account, please list the cell phone number here. \_\_\_\_\_

National Solar salesperson(s) came to our house after we signed up for a visit during the Oregon Energy

Expo. We ultimately signed up for Solar Panel Installation in approximately 8 - 10 weeks.

~~Our complaint:~~ We feel that National Solar mis-represented the program we signed up for. Specifically, \_\_\_\_\_

we were told, " Nothing happens until the check is signed and forwarded to us" and 2. We understood that \_\_\_\_\_

no interest would accrue until the installation was completed and inspected.

We signed up on March 25 and applied to their suggested lending firm for funds to complete this job.

~~March 28th was the 3rd business day when our right of cancellation stopped. We received the loan~~ \_\_\_\_\_

papers on April 7th stating that interest would begin accruing upon the signing of the first check. I immediately called \_\_\_\_\_

the sales person and told them that we would not sign these loan papers and to cancel this project.

Several days later, I received a call from the National Solar office manager Tom Tlarck, saying, "It didnt matter if I thought they \_\_\_\_\_

~~mis-represented this program, I signed the paper, 3 days have passed and they were delivering on contract. Should I wish to~~ \_\_\_\_\_

cancel this contract, I would have to pay \$7500 cancellation fee to do so. The interest question is between the lender and myself and none \_\_\_\_\_

of their concern. "

Please be advised that this complaint will become part of our permanent records. Consumer complaints may be released to the business or person about whom you are complaining, members of the public or other agencies attempting to establish ongoing patterns or practices which violate Oregon's Unlawful Trade Practices Act. This form is also subject to Oregon's Public Records Law and may be disclosed to persons who request to review its contents.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

**MAIL YOUR COMPLAINT TO:**  
Oregon Department of Justice  
Financial Fraud/Consumer Protection Section  
1162 Court St., N.E.  
Salem, OR 97301-4096

Oregon Address: P.O. Box 7926, Salem, OR 97303  
Washington Address: 2610 11th Avenue East, Seattle, WA 98102  
Phone: 800-808-1955 / Fax: 1-206-829-8476  
www.nationalsolarusa.com

### Improvement Agreement

I/We, the owner(s) of the premises mentioned below, hereby contract with, and authorize you, as Contractor, to furnish all necessary materials, labor and workmanship, to install and place the improvement according to the following specifications, terms and conditions on premises below.

|                  |                     |  |             |            |  |             |            |  |
|------------------|---------------------|--|-------------|------------|--|-------------|------------|--|
| Owner's Name:    | GORDON K12185       |  | Home Phone: | 5036209471 |  | Cell/Other: | 5033486700 |  |
| Site Address:    | 15085 SW JARVIS CT. |  | City:       | TILAMOD    |  | State:      | OR.        |  |
| Mailing Address: | Same                |  | City:       |            |  | State:      |            |  |
|                  |                     |  | Zip:        |            |  | Zip:        | 97224      |  |

Email Address: GK12185@yahood.com Other Contact Info: \_\_\_\_\_

NATIONAL SOLAR WILL FURNISH ALL MATERIALS AND LABOR NECESSARY TO COMPLETE THE FOLLOWING:

### SYSTEM DESCRIPTION

| ITEM        | MANUFACTURER | QUANTITY | WATT PER PANEL                  | TOTAL CAPACITY  |
|-------------|--------------|----------|---------------------------------|-----------------|
| PANELS      | SOLON        | 14       | X <del>230</del> <sup>230</sup> | = 3220 WATTS DC |
| INVERTERS   | TBD          |          |                                 |                 |
| OTHER WORK: | ROOF MOUNT   |          |                                 |                 |

- ☐ Schedule Site Survey
- ☒ Obtain Permits
- ☒ Custom Design System
- ☒ Complete All Incentive Paperwork
- ☒ Provide Federal and State Tax Forms
- ☒ Install System
- ☒ Schedule All Inspections
- ☒ 2-Year Parts and Labor Warranty
- ☒ 25-Year Manufacturer's Panel Warranty
- ☒ 10-Year Manufacturer's Inverter Warranty

Representative: \_\_\_\_\_

Manager's Approval: \_\_\_\_\_

### ALL CHECKS PAYABLE TO NATIONAL SOLAR

The above prices, specifications, and conditions are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined.

Date: 3/25 20 10

Signature: X Gordon K12185

Signature: [Signature]

### Warranty

NATIONAL SOLAR warrants all materials furnished and incorporated in the Work shall be of good quality, free from faults, defects and improper workmanship and in strict conformance with the requirements of this Contract for a period of two (2) years from the completion of the Work hereunder. Such manufacturers' warranties as are available on equipment furnished and installed hereunder shall be transferred to OWNER on completion of the work, and OWNER shall be responsible for compliance with the terms of such warranties in order to make it effective. NATIONAL SOLAR shall, at its own expense, upon the demand of OWNER, immediately remedy any defects in its workmanship. THE FOREGOING IS THE SUM TOTAL OF ALL WARRANTIES TO BE PROVIDED BY NATIONAL SOLAR HEREUNDER, AND IS ACKNOWLEDGED AS SUCH BY OWNER.

### Offer of a Warranty - Oregon Administrative Rules Section 812-012-0110-1-s

Owner acknowledges that Contractor has offered a warranty against defects in materials and workmanship. Owner may accept or refuse the offer of a warranty by Contractor. If Owner refuses the warranty offered, Contractor is under no obligation to complete the Project.

Owner rejects the warranty against defects in materials and workmanship offered by Contractor.

Owner accepts the warranty against defects in materials and workmanship offered by Contractor.

INITIALS: \_\_\_\_\_

You may cancel this contract within three (3) business days. Additional terms on back.

INITIALS: X-2185

Utility Company: PGE  
Account #: 000529479-4529017  
Estimated Incentive Amount: \$ 5635

Total Price: \$ 25,760  
Upfront Incentive: \$ 15,635.20  
Contract Price: \$ 10,125  
Deposit: \$ 2,912.50  
Unpaid Balance: \$ 20,125  
Due Upon Installation: \$ 20,125

Terms: OAC

Deposit: ☐ Check #: \_\_\_\_\_

☐ CC #: \_\_\_\_\_

Type: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ Code: \_\_\_\_\_

Name on Card: \_\_\_\_\_

CC Signature X: \_\_\_\_\_

## ADDITIONAL TERMS AND CONDITIONS

If you cancel this Contract at any time subsequent to midnight of the third business day after the date of the Contract and prior to installation, it will be difficult to ascertain or compute the damage which may result from the Contract; therefore, in the interest of certainty and conflict avoidance, customer agrees to pay 30% of the total purchase price as liquidated damages. NATIONAL SOLAR reserves the right to cancel this Contract at any time within thirty (30) days of the date of Contract. If we cancel, an authorized agent of the Seller will promptly notify you in writing. If we cancel, we will return any deposits you have made within ten (10) business days.

### Change Orders

OWNER may, without invalidating the Contract, order extra work or make changes by altering, adding to, or deducting from the Work, the Contract Sum to be equitably adjusted accordingly. All such extra or different work shall be in writing executed by Owner and NATIONAL SOLAR.

### Delinquent Payments

Any overdue payment shall accrue interest for the benefit of NATIONAL SOLAR from the due date until the actual payment of the lesser of 12 percent per annum or the maximum allowed by law.

### Force Majeure

Any and all damages, claims, delays or impacts to NATIONAL SOLAR'S work hereunder caused by any means beyond the immediate control of NATIONAL SOLAR, including but not limited to, labor disruption or strikes, transportation failures, inclement or adverse weather conditions, acts of war, acts of God, or local, regional or national emergency, are agreed by OWNER to excuse NATIONAL SOLAR from any delay or impact to performance hereunder and that such occurrence shall not be grounds for OWNER to recover any claim, damage, impact or delay costs from NATIONAL SOLAR.

### Utility Interaction

NATIONAL SOLAR, upon OWNER request, and at its option, may provide assistance to OWNER with the preparation, filing and follow-up of applications and/or requests made by OWNER to a utility or governmental entity with respect to grants or rebates that may be available to OWNER as a result of the equipment being provided hereunder. NATIONAL SOLAR makes no representation to OWNER of any kind with respect to the availability of any such rebate or grant and DISCLAIMS ANY WARRANTY with regard to OWNER's ultimate ability to receive any such rebate or grant. All information to be provided in efforts to receive any consideration from a utility or governmental agency shall be provided by OWNER, who is solely responsible for its accuracy, and who specifically holds NATIONAL SOLAR harmless for any and all inability to receive any energy-based consideration, credit, rebate or grant arising from or relating to the work contemplated hereunder.

### Disputes

Should either party file a court action to resolve a dispute arising from or related to this Contract, OWNER and NATIONAL SOLAR agree that such dispute will be brought in a court of competent jurisdiction in Multnomah County, Oregon, and that by signature below, each party agrees to the jurisdiction of that court. In any such court action the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

### Mutual Waiver of Consequential Damages

NATIONAL SOLAR and OWNER waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

- a. damages incurred by OWNER for losses of use, income, profit, financing, business and/or reputation; and
- b. damages incurred by NATIONAL SOLAR for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work hereunder.

### CANCELLATION POLICY

YOU MAY CANCEL THIS TRANSACTION WITHOUT PENALTY OR OBLIGATION WITHIN THREE (3) BUSINESS DAYS FROM THE ABOVE DATE.

IF YOU CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO NATIONAL SOLAR AT 2610 11TH AVENUE EAST, SEATTLE, WA 98102, NOT LATER THAN MIDNIGHT OF THE 3RD BUSINESS DAY AFTER THIS TRANSACTION IS SIGNED.

CANCELLATION: \_\_\_\_\_

CUSTOMER SIGNATURE

DATE



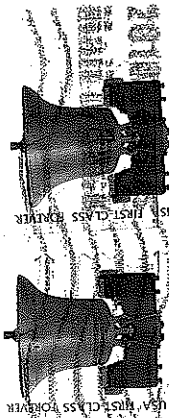
**Gordy & Linda Kribs**

15085 S.W. Dawn Court  
Tigard, Oregon 97224

LIFE IS SUPPOSED TO BE FUN

PORTLAND OR 970

15 APR 2010 PM 4 T



ONE DEAR OF JUSTICE

FINANCIAL FUND / CONSUMERS PROTECTION

1162 Lower St. NE

Salem OR 97301-4096

97301-4096

# EXHIBIT M

---

**From:** gordon klibs <gklibs@yahoo.com>  
**Sent:** Monday, May 17, 2010 4:18 PM  
**To:** Papke Becky  
**Subject:** Re: FF3716-10 complaint about National Solar

What we mistakenly understood was that "" NOTHING "" happened until we accepted the financing they offered. The sticking point was that the finance package did NOT arrive until after the 3 day decline window customers are allow. We voiced our disagreement with the package and were told very clearly that our beef was with the lending institution not National solar. Even though, the lending institution was the one National Solar set up, they had no control over the process.. And furthermore, we owned the panels and by God, National solar was delivering on this contract. OR, if we chose to, we could send them 30% of the purchase price of \$21,000 to cancel. It is our belief that National Solar still refuses to accept that their salesmen mis- represented the program and is simply putting their spin on the situation. Bottom line, we ultimately agreed to have the panels installed because we do not have \$7,000 to throw away however we still believe that this program was completely mis-represented to us by their salesmen. We signed the contract and to fight this situation would ultimately cost us far more than the cancellation charge would be however we wanted to bring this situation to your attention.

Thank you for being there,  
Gordy & Linda Klibs

---

**From:** Papke Becky <rebecca.papke@doj.state.or.us>  
**To:** gklibs@yahoo.com  
**Sent:** Mon, May 17, 2010 8:40:26 AM  
**Subject:** FF3716-10 complaint about National Solar

Note: Forwarded message is attached.

<<FF3716-10/Gordon Klibs>>

We are e-mailing a reply we received from National Solar; please advise of discrepancies.

\*\*\*\*\*CONFIDENTIALITY NOTICE\*\*\*\*\*

This e-mail may contain information that is privileged, confidential, or otherwise exempt from disclosure under applicable law. If you are not the addressee or it appears from the context or otherwise that you have received this e-mail in error, please advise me immediately by reply e-mail, keep the contents confidential, and immediately delete the message and any attachments from your system.

\*\*\*\*\*

# **EXHIBIT N**

MR. MRS. PETER MAWDSLEY  
1861 KILKENNY DR.  
LAKE OSWEGO, OR. 97034  
(503) 636-5331

RECEIVED  
MAR 25 2010  
CIVIL ENFORCEMENT DIVISION

Attorney General of Oregon  
Consumer Complaints  
1162 Court St. NE,  
Salem, Or. 97301-4095

Better Business Bureau  
P.O. Box 1000  
4004 Kruse Way Place, Ste. 375,  
Lake Oswego, OR 97035-2482

Dear Sir,

March 22, 2010

This letter is in regards to the company Solar Tech Energy International, whose representative in Oregon is Jeff Buckingham.

We recently received a postcard offering a free dinner and information about reducing utility bills by 1/3<sup>rd</sup> or more. We attended the dinner. The majority of other people attending were in our age bracket (80's) and also from Lake Oswego. The presentation was excellent but no costs were given. An appointment was scheduled for a representative to come to our home in the next 2 days.

Jeff Buckingham, the Oregon representative for Solar Tech Energy International, came to our home and presented estimated savings of at 20-30% or more on electricity, water and heat. The program started with a cost of around \$5,000 but ended at \$3,500. We signed up with installation to be 2 days later.

My son looked up the company on the Internet and found letters from customers who had had these products installed. They indicated poor quality installation, terrible problems with mold all over the attic and minimal, if any, utility savings. In the paperwork from Solar Tech Energy International many warranties were offered and there was a 3 day right of rescission. We rescinded!

Our concern is that a select group of people, senior citizens, who may be on a limited income, is being targeted with what appears to be a scam. It seems the product does not provide savings but instead causes mold problems. In addition, because of their age, senior citizens may not benefit from any cost savings from the product.

I have enclosed a copy of the contract and bill along with a statement that the installation qualifies for income tax credit. I don't know if this product is as advertised or will cause problems such as mold or whether it will result in any energy savings. We felt we should notify someone about our experience. Is it a scam?

Sincerely,

*Peter & Mawdsley  
Virginia & Mawdsley*



# SolarTEK Energy Intl' SolarTek Energy International

20 NW 4th Street, Ste. B  
Evansville IN 47708  
(877) 414-4258 • Fax (812) 649-4802

## PROPOSAL/WORK ORDER

|  |  |                               |
|--|--|-------------------------------|
| Proposal Submitted To:<br><u>PETER/VIRGINIA MAWDSLEY</u> | Proposal Submitted By:<br><u>JEFF BUCKINGHAM</u> | Date:<br><u>3/17/10</u>       |
| Address:<br><u>1861 KILKENNY DR</u>                      | City/Town:<br><u>LAKE OSWEGO</u>                 | State/Zip:<br><u>OR 97034</u> |
| Home Phone:<br><u>(503) 636-5331</u>                     | Work Phone:                                      |                               |

We hereby submit specifications and estimates for:

|  | GOODS OR SERVICES | QTY.        | PRICE          |
|--|-------------------|-------------|----------------|
| ENERGY PACKAGE:  |                   |             |                |
| COMMERCIAL GRADE TEK SHIELD  |                   | <u>1551</u> | \$ <u>2310</u> |
| ENERGY SAVING SHOWERHEAD   |                   | <u>2</u>    | \$ <u>0</u>    |
| ENERGY SAVING WATER HEATER JACKET  |                   | <u>1</u>    | \$ <u>0</u>    |
| SOLARGUARD SYSTEM III (add ons)  |                   |             | \$             |
| <input checked="" type="checkbox"/> PLATINUM PKG. <u>POWER OPTIMIZER</u> |                   | <u>1</u>    | \$ <u>1190</u> |
| CARPORT / GARAGE / PORCH / SHED (Circle One)                             |                   |             |                |
| <input type="checkbox"/> ADD ON or <input type="checkbox"/> TI:          |                   |             | \$             |
| FIX/REPAIR DUCT WORK (IF APPLICABLE)                                     |                   |             | \$             |
| OTHER  |                   |             | \$             |
| INSTALLATION   |                   |             | \$             |
| SALES TAX  |                   |             | \$             |
| SQ. FOOTAGE X 1.1. (min)   |                   |             | \$             |

Special Instructions/Comments:

|   |  |  |
|---|--|--|
| <b>PAYMENT INFORMATION</b><br><input type="checkbox"/> CHECK <input type="checkbox"/> FINANCE <input checked="" type="checkbox"/> CREDIT CARD<br>CHECK NUMBER _____ CC APPROVAL NUMBER _____<br><input checked="" type="checkbox"/> VISA <input type="checkbox"/> MC <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMERICAN EXPRESS<br>CC NUMBER <u>[REDACTED]</u> EXP <u>[REDACTED]</u> |  | <b>FINAL TOTAL</b> \$ <u>3500</u><br><b>DOWN PAYMENT</b> \$ _____<br><b>BALANCE DUE</b> \$ <u>3500</u> |
|---|--|--|

I/we hereby authorize SolarTEK International to place the energy package in our home.

|   |   |
|---|---|
| DATE OF INSTALL <u>3/20/10</u>          | TIME OF INSTALL <u>8:00</u> ( <input checked="" type="checkbox"/> ) AM ( ) PM |
| Authorized Signature <u>[Signature]</u> | Date <u>3/17/10</u>   |
| Authorized Signature <u>[Signature]</u> | Date <u>3/17/10</u>   |

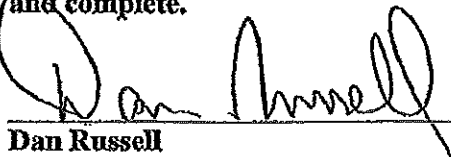
**Manufacturer's Certification Statement for the American  
Recovery and Reinvestment Act of 2009**

**Date:** December 15, 2009  
**From:** Dan Russell, representative for the manufacturer  
**Address:** 6200 West Pioneer Parkway, Arlington, Texas 76013  
**Re:** Manufacturer's Certification Statement for the  
American Recovery and Reinvestment Act of 2009  
**Product Type:** Insulation

The product listed below is certified and qualified as an Eligible Building Envelope Component under § 25C for the American Recovery and Reinvestment Act of 2009, allowing a credit of 30% of the cost up to \$1500 through the IRS, if placed in service from January 1, 2009 through December 31, 2010.

***SolarTEK Shield***

Under penalties of perjury, I declare that I have examined this certification statement, and the best of my knowledge and belief, the facts are true, correct, and complete.

  
Dan Russell

12-15-09  
Date:

PORTLAND OR 970.  
24-MAR 2010PM 21

USA FIRST CLASS 100 PERCENT OVER

$\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

[illegible]