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

By Email: 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. 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. In

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1 Some of the complaints released pre-date the contours of our request.
2 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."³

Another SolarCity customer (FF4608-14) reported that his monthly bill was nearly double what the company had promised.⁴ 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."⁵

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.⁶ The customer contacted the company numerous times 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.⁷

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.⁸ (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.⁹

Another SolarCity customer (FF7290-15) reported the company failed to submit an accurate invoice to her for 18 months.¹⁰ 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.¹¹

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

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³ Id.
⁴ Complaint against SolarCity, July 19, 2014, attached as Exhibit B.
⁵ Follow-up Email from SolarCity Customer, August 12, 2014, attached as Exhibit C.
⁶ Complaint against SolarCity, September 14, 2014, attached as Exhibit D.
⁷ Letter from SolarCity to Customer, October 16, 2014, attached as Exhibit E.
⁸ Complaint against SolarCity, February 23, 2015, attached as Exhibit F.
⁹ Letter from SolarCity to Customer, March 26, 2015, attached as Exhibit G.
¹⁰ Complaint against SolarCity, November 19, 2015, attached as Exhibit H.
¹¹ Letter from SolarCity to Customer, January 27, 2016, attached as Exhibit I.
¹² 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.\textsuperscript{13} 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."\textsuperscript{14}

Another National Solar customer, (FF3716-10) stated the company’s salesperson had misrepresented the terms of the agreement.\textsuperscript{15} 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.\textsuperscript{16} The customers complained, “It is our belief that National Solar still refuses to accept that their salesmen misrepresented the program and is simply putting their spin on the situation.”\textsuperscript{17}

Finally, one complainant (FF2860-10) alerted OAG to Solar Tech Energy International’s efforts to fraudulently target senior citizens.\textsuperscript{18} 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.\textsuperscript{19}

\textit{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 and 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, \textit{inter alia}:

\begin{itemize}
  \item [\textsuperscript{13}] Follow-up Letter from Complainant, March 30 2012, attached as Exhibit K.
  \item [\textsuperscript{14}] \textit{Id.}
  \item [\textsuperscript{15}] Complaint against National Solar, April 13, 2010, attached as Exhibit L.
  \item [\textsuperscript{16}] Follow-up Email from Customer, May 17, 2010, attached as Exhibit M.
  \item [\textsuperscript{17}] \textit{Id.}
  \item [\textsuperscript{18}] Complaint against Solar Tech Energy International, March 22 2010, attached as Exhibit N.
  \item [\textsuperscript{19}] \textit{Id.}
\end{itemize}
(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.”20 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 panel “and extensive complaints of false claims as to the savings with such panels and the terms of the leases.”21

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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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  

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
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.

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<td>Last Name</td>
<td>Dailey</td>
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<tr>
<td>Name of Business or person about which you are complaining</td>
<td>SolarCity</td>
</tr>
<tr>
<td>Mailing/Street Address</td>
<td>3055 Clearview Way</td>
</tr>
<tr>
<td>State</td>
<td>CA</td>
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<tr>
<td>Zip</td>
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<td>Phone</td>
<td>888-765-2469</td>
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<td>Date of Transaction(s)</td>
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<tr>
<td>Whom have you contacted regarding your complaint?</td>
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How much money, if any, do you believe you lost? $3,600.00

☐ 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:

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[Table with various entries related to a transaction]
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 $800.00 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.

Paul G. Dailey
Signature

Date

12-21-2015

You can scan the completed form and documents and email to: 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.
**INVOICE**

**BILL TO**

Paul G. Dailey  
4781 Serra Ct NE  
Salem OR 97305

**REMIT TO**

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

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Total Other Due $159.13

**TOTAL** $318.26

**OTHER DUE PAYMENTS**

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Return this portion with your payment. If you have any questions regarding the statement, please call the Billing Department at (877) 652-8638.

**Remit Payment To**

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

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

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

BILL TO

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

REMIT TO

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

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4781 Serra Ct NE Salem, OR 97305

OTHER DUE PAYMENTS

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Return This Portion With Your Payment

If you have any questions regarding the statement, please call the Billing Department at (877) 852-8536.

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AMOUNT $477.39

JOB NUMBER 973873-00
DATE 9/11/2015

Remit Payment To

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

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

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

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**BILL TO**

two - 915-3925 - 2317  
Dailey, Paul G  
4781 Serra Ct NE  
Salem OR 97305-2644

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**REMIT TO**

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

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**4781 Serra Ct NE Salem, OR 97305**

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**OTHER DUE PAYMENTS**

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<td>9/1/2015</td>
<td>$75.63</td>
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<td>Additional Amounts Due</td>
<td>$324.13</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Total Other Due</td>
<td>$477.39</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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) 852-8588.

---

<table>
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<tr>
<th>INVOICE NUMBER</th>
<th>DUE DATE</th>
<th>PAYMENT</th>
<th>TAX</th>
<th>CHARGE</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
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<td>$477.39</td>
</tr>
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</table>

**AMOUNT** $636.52

---

**JOB NUMBER** 973870-00  
**DATE** 10/13/2015

---

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

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
**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.

---

**Name:**
Edward R. Browse

**Mailing Address:**
4724 Bayne St NE
Salem, OR 97305

**Phone Numbers:**
971-225-5457

**Email:**
mbx2b@yahoo.com

**Business:**
Solar City Corporation

**Address:**
6132 NE 112th Avenue
Portland, OR 97220

---

**Date of Transaction(s):** 3/25/14

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

- [ ] Attorney
- [ ] Business
- [x] Other: Energy Trust & Dept of Energy OR, BBB

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

- [ ] I am not requesting action on this complaint.
- [x] 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:

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**For Official Use Only**

**Rec'd From:**

**Ref'd To:**

**Uncheck:**

- [ ] Cons.Comp.
- [ ] Websrch

**Notes:**

---

**FF #:** 4(008-14)

**Comp. Code:** 4102

**Bus Code:** 2350

**Closing Code:** 4503

**Ltr Type:** E1

**Notify:**

**Cc:**

**$Amnt:**
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: ________________________________  Date: 7/19/14

☑ Over 65?

You can scan the completed form and documents and email to: 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
Oregon Department of Justice
Financial Fraud/Consumer Protection Section
1602 Court St. NE
Salem OR 97301
EXHIBIT C
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
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

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.

---

**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

---

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

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

☐ 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: N

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**FOR OFFICIAL USE ONLY**

FF #: 5824-15

Comp. Code:  Bus Code:  

Comp. Code:  Bus Code:  

Closing Code:  Ltr Type:  

Rtn to:  Notify:  

C:  $$Amt:

☐-ADS  ☐-HJM  ☐-GJD

Rec’d From:  

Ref’d To:  ☐-Cons.Comp.  ☐-Websrch

Uncheck:  

Notes:

DM#1872911 (FFE-mail #5188597)  Rev: 7/15/2014
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 paperwork 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. I 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 and 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 he 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 when 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.
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

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)
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

Signature: ____________________________

Date: ________________________________

Co-Owner’s Name (if any):

Signature: ____________________________

Date: ________________________________

Power Purchase Agreement

SolarCity approved

Lyndon Rive, CEO

Date: 08/20/2015
EXHIBIT F
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

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
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.

☐ 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

DM#1872911 (FFEmail #5188597) Rev: 7/15/2014
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 in 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 2/23/2015  □ Over 65?
Signature Date
EXHIBIT G
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 97301-4096

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

Thank you,

Vincent Tran
Counsel, Compliance
EXHIBIT A
Lease Transfer Agreement

Mound Solar Owner IX, LLC

c/o SolarCity Corporation

3055 Clearview Way

San Mateo, CA 94402

Homeowner Name and Address

Michelle Slama

5826 SE Flavel

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 1st OF THE MONTH FOLLOWING TRANSFER. Homeowner will be responsible for Monthly Payments under their Lease until 1st 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”).
| 1. Amount Due at Lease Transfer | 2. Monthly Payments  
(taxes not included in the payment amount reflected) |
|-------------------------------|-----------------------------------------------|
| None.                         | You will owe $0.00 at the time of this Transfer Agreement, followed by 5 Monthly Payments of $30.98 each, followed by 12 Monthly Payments of $31.88 each, followed by 12 Monthly Payments of $32.80 each, followed by 12 Monthly Payments of $33.75 each, followed by 12 Monthly Payments of $34.73 each, followed by 12 Monthly Payments of $35.74 each, followed by 12 Monthly Payments of $36.78 each, followed by 12 Monthly Payments of $37.85 each, followed by 12 Monthly Payments of $38.95 each, followed by 12 Monthly Payments of $40.08 each, followed by 12 Monthly Payments of $41.24 each, followed by 12 Monthly Payments of $42.44 each, followed by 12 Monthly Payments of $43.67 each, followed by 12 Monthly Payments of $44.94 each, followed by 12 Monthly Payments of $46.24 each, followed by 12 Monthly Payments of $47.58 each, followed by 12 Monthly Payments of $48.96 each, followed by 12 Monthly Payments of $50.38 each, followed by 12 Monthly Payments of $51.84 each, followed by 12 Monthly Payments of $53.34 each, each payment is due on the first day of a calendar month.  
Your monthly Lease payment will increase by $15 if you don’t make automatic monthly Lease payments from your checking or savings account. |
| 3. Other Charges | 4. Total of Payments |
| None. | $9,673.18  
The amount you will have paid by the end of this Lease and any other amounts specified in Section D. (not including any applicable sales tax) |
| 5. Purchase Option. | 6. Other Important Terms |
| 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 | 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, and prohibition on assignment without SolarCity’s consent. |

E. Term

The following language is added as a new subsection at the end of Section 2 the Lease.

Interconnection Date: 08/13/2014
F. Original Lease.

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

[Signature Page Follows]
IN WITNESS, WHEREOF, Homeowner and Assuming Party hereby agree to this Lease Transfer Agreement.

**Homeowner:** Michelle Slama

**Assuming Party:** Chris Browne

Signature: [Signature of Michelle Slama]

Signature: [Signature of Chris Browne]

3/9/2015  

Consented and agreed:

Mound Solar Owner IX, LLC
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

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
**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.

<table>
<thead>
<tr>
<th>Brenda</th>
<th>M.</th>
<th>Kelley</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
<td>Middle Initial</td>
<td>Last Name</td>
</tr>
</tbody>
</table>

2648 NW Nordeen Way

<table>
<thead>
<tr>
<th>Bend</th>
<th>OR</th>
<th>97703</th>
</tr>
</thead>
<tbody>
<tr>
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<td>State</td>
<td>Zip</td>
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541-647-2514

<table>
<thead>
<tr>
<th><a href="mailto:ironweed1@gmail.com">ironweed1@gmail.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Day Phone</td>
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Solar City Corporation

<table>
<thead>
<tr>
<th>Solar City Corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Business or person about which you are complaining</td>
</tr>
</tbody>
</table>

San Mateo, CA 94402

<table>
<thead>
<tr>
<th>Portland, OR 97208</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
</tr>
</tbody>
</table>

(650) 638-1028

<table>
<thead>
<tr>
<th>Phone</th>
</tr>
</thead>
</table>

Date of Transaction(s): ___________

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

- [ ] Attorney ___________
- [X] Business Solar City
- [ ] Other ___________

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

- [ ] I am not requesting action on this complaint.
- [X] 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

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
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<td>Rec’d From:</td>
</tr>
<tr>
<td>Comp. Code: C302</td>
<td>Ref’d To:</td>
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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 on 06/06/2014. Attachments: Lease Transfer Agreement, Details of Complaint, Authorization for Pre-Authorized Payments, First and most recent invoices, E-mails documenting numerous phone calls to SolarCity to resolve issue. As of 11/19/2015 I have received no follow-up from the October 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.

[Signature] Nov. 19, 2015

You can scan the completed form and documents and email to: 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.
Lease Transfer Agreement

<table>
<thead>
<tr>
<th>Mound Solar Owner VIII, LLC</th>
<th>Homeowner Name and Address</th>
<th>Co-Owner Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>e/o SolarCity Corporation</td>
<td>Mike Wilkins</td>
<td>Tonna Wilkins</td>
</tr>
<tr>
<td>3055 Clearview Way</td>
<td>2648 Nordeen Way</td>
<td></td>
</tr>
<tr>
<td>San Mateo, CA 94402</td>
<td>Bend, Or</td>
<td></td>
</tr>
<tr>
<td></td>
<td>97701</td>
<td></td>
</tr>
</tbody>
</table>

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 1st 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 1st OF THE MONTH FOLLOWING TRANSFER.
1. **Amount Due at Lease Transfer**

   None.

2. **Monthly Payments**

   (taxes not included in the payment amount reflected)

   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 $81.68 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.

   Each payment is due on the first day of a calendar month.
   The total of your Monthly Payments is $19,603.20

   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.

3. **Other Charges**

   (not part of the Monthly Payments)

   None.

4. **Total of Payments**

   (The amount you will have paid by the end of this Lease)

   $ 19,603.20

   (total of Monthly Payments and any other amounts specified in Section D; does not include any additional installation cost or taxes)

5. **Purchase Option.**

   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

6. **Other Important Terms**

   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.

---

**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: 6/6/2014

Assuming Party: David Kelly
Signature: 6/6/2014

Assuming Party: Brenda M. Kelley
Signature: 6/6/2014

Co-Owner: Donna Wilkins
Signature: 6/6/2014

Consented and agreed:

Mound Solar Owner VIII, LLC
EXHIBIT 1
Lease

COVER PAGE
Certificate of Completion

Envelop Number: 077AE2B4A73E4F02B666132345107F2BD
Status: Completed
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
Enveloped Stamping: Enabled
Signatures: 4
Initials: 0

Record Tracking
Status: Original
6/5/2014 4:52:39 PM PT
Status: Original
6/8/2014 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
(Non)
Electronic Record and Signature Disclosure:
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ID: 7e29d5ef-3d94-4397-b15a-fced4be00138
Using IP Address: 72.35.130.75
Signature

David Kelley
Flyfisher01@gmail.com
Security Level: Email, Account Authentication
(Non)
Electronic Record and Signature Disclosure:
Accepted: 6/6/2014 9:04:17 AM PT
ID: ae6b9e2f-870d-4a23-9bfa-6760c7222523
Using IP Address: 72.35.130.75
Signature

Mike Wilkins
brehwell.m.williams@gmail.com
Security Level: Email, Account Authentication
(Non)
Electronic Record and Signature Disclosure:
Accepted: 6/6/2014 9:27:04 AM PT
ID: d0afaf80-1fd7-455b-bd94-78e7b1d00e0a
Using IP Address: 204.15.56.94
Signature

Tonna Wilkins
mandwilkins@gmail.com
Security Level: Email, Account Authentication
(Non)
Electronic Record and Signature Disclosure:
Accepted: 6/6/2014 5:21:44 AM PT
ID: 1aa216f4-c14d-40d7-9c28-bb804d81bb30
Using IP Address: 204.15.56.94
Signature

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Timestamp

Signature

Status

Signature

Status

Signature

Timestamp

Signature

Timestamp

Signature

Timestamp
Intermediary Delivery Events

Certified Delivery Events

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

Notary Events

Envelope Summary Events
Status
Hashed/Encrypted
Security Checked
Security Checked
Security Checked

Electronic Record and Signature Disclosure

Timestamp

Timestamps
6/6/2014 9:10:43 AM PT
6/6/2014 9:27:04 AM PT
6/6/2014 9:27:35 AM PT
6/6/2014 9:27:35 AM PT
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 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 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 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 rebooking 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) to Justin Mansfield (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 1st 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: Brenda Kelley

Brenda

6/6/2014

System location: 2648 Nordeen Way Bend, Or 97701

Lease Transfer Agreement (Lease)(Resi)20100615
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<th>Timestamps</th>
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<tbody>
<tr>
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<td>6/6/2014 10:15:53 AM PT</td>
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</tbody>
</table>

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.

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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

## BILL TO

1oz - #16 - 6666 - 4662

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

## REMIT TO

SolarCity USB Fund #3 (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**

---

### TOTAL

**$1,940.16**

---

## PAST DUE PAYMENTS

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<th>AMOUNT</th>
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</tr>
<tr>
<td>981033-00-018</td>
<td>9/1/2015</td>
<td>$82.50</td>
</tr>
</tbody>
</table>

Additional Amounts Due: **$1,677.66**

Total Past Due: **$1,842.66**

---

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**

---

AMOUNT: **$1,940.16**

### JOB NUMBER

981033-00

### DATE

10/13/2015

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

JOB NUMBER 981033-00
DATE 5/12/2015

TOTAL $1,452.66
DUE DATE 6/1/2015

BILL TO
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

PAST DUE PAYMENTS

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

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

☐ CHECK HERE IF YOU HAVE WRITTEN YOUR NEW BILLING ADDRESS ON THE REVERSE SIDE.
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 <mike@wilkins-construction.com>

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: ironweed1@gmail.com

Morning Brenda,

Thanks for keeping me in the loop concerning Solar City. Sorry it's been such a
https://mail.google.com/mail/u/0?ui=2&ik=fbc7eb6b79&view=pt&q=in%3Asent%20solar%20city&ps=true&search=query&th=14de8d96f4532f4&siml=14de8d...
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

www.wilkins-construction.com

---

Ironweed <ironweed1@gmail.com>
To: jmansfield@solarcity.com

attachment: Solar City ACH Authorization Form.pdf

Fri, Oct 2, 2015 at 9:57 AM
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 <Mike@wilkins-construction.com>

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 record/cussions, waiting for call backs, documentation, follow-ups—all with no progress toward resolution.

We docu-singed 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 builder’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. without any 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.)


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 straightened out quickly. Looking forward to your follow-up update Tuesday, Oct. 6th

Brenda Kelley

---

**Justin Mansfield** <jmansfield@solarcity.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>  
Fri, Oct 2, 2015 at 4:04 PM

Hey Brenda,

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,
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:

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
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.

Best regards,

Vincent Tran
Counsel, Compliance
INVOICE

<table>
<thead>
<tr>
<th>INVOICE NUMBER</th>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
<th>TAX</th>
<th>TOTAL</th>
</tr>
</thead>
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<tr>
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<td>Solar Lease Payments (7/1/14 – 2/28/16)</td>
<td>$1,633.60</td>
<td>$0.00</td>
<td>$1,633.60</td>
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<tr>
<td></td>
<td>20 payments @ $81.68</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$1,633.60</td>
</tr>
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</table>

PAST DUE PAYMENTS

<table>
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<th>INVOICE</th>
<th>DUE DATE</th>
<th>AMOUNT</th>
<th>DATE</th>
<th>CHECK NO.</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

TOTAL PAST DUE: 0.00

PAYMENTS RECEIVED

TOTAL PAYMENTS: Return This Portion With Your Payment

Brenda Kelley
2648 Nordeen Way
Bend, OR 97701

SolarCity Billing at (877)652-8638.

<table>
<thead>
<tr>
<th>INVOICE NUMBER</th>
<th>DUE DATE</th>
<th>PAYMENT</th>
<th>TAX</th>
<th>CHARGE</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
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<tr>
<td>981033-00</td>
<td>2/1/16</td>
<td>$1,633.60</td>
<td>$0.00</td>
<td></td>
<td>Lease Payments 7/1/14 – 2/28/16</td>
<td>$1,633.60</td>
</tr>
</tbody>
</table>

AMOUNT $1,633.60

JOB NUMBER 981033-00

DATE 1/27/16

☐ CHECK HERE IF YOU HAVE WRITTEN YOUR NEW BILLING ADDRESS ON THE REVERSE SIDE.
NATIONAL SOLAR INC
2610 11TH AVE E
SEATTLE, WA 98102

Re: FF1588-12
DOMELEN, RICHARD VAN DOMELEN

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

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

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.

<table>
<thead>
<tr>
<th>First Name</th>
<th>Middle Initial</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard</td>
<td>D</td>
<td>Van Domelein</td>
</tr>
<tr>
<td>Connie</td>
<td>E</td>
<td>Van Domelein</td>
</tr>
</tbody>
</table>

Mailing Address

Tillamook, Oregon 97141

City State Zip
503-812-0080 Same 503-812-6921

Day Phone Evening Phone Cell phone number Email address

National Solar, Inc

Name of Business or person about which you are complaining
2610 11th Avenue East Seattle, Washington 98101

Mailing/Street Address

City State Zip

Phone

Date of Transaction(s): 6-7-11

How much money, if any, do you believe you lost? $1,500.00

Whom have you contacted regarding your complaint?

☐ Attorney Brit Nelsen - Tim DeLeuw
☐ District Attorney, Tillamook

What type of sale was this transaction?

☐ Door to Door ☐ Seminar ☑ Fair/Tent Sale
☐ Telephone ☐ Mailer ☐ Retail
☐ Mail Order ☐ Internet

☑ I am not requesting action on this complaint.

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

Rec'd From: ________________________
Ref'd To: _________________________
Override S/H: ☐ Yes. ☐ No
Display: ☐ Corp. ☐ Local
Mail: ☐ Corp. ☐ Local
Uncheck: ☐ Cons.Com. ☐ Websrch
DM#1872911 Rev: 11/03/11
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

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 Photovoltaic 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 FRIAUD.

February 13, 2012

[Signature]

[Signature]
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.

The information contained in this document does not constitute legal advice and is provided for guidance purposes only.
**Photovoltaic Rebate Worksheet**

**Solar Electric Energy System:**
- System Costs (Parts & Labor & Warranty) $25,277.30
- Additional Costs (Engineering, Permits & Documentation) $7,960.00
- Total Complete System Price Installed $28,237.30

**Energy Trust Rebate:**
- System Watts (Quantity of panels x watts per panel) 3220 Watts
- Incentive $3220
- Total Estimated Energy Trust Incentives $3220
- Net Costs after ET Rebate $24,017.30

**Other Incentives:**
- Federal Tax Credit Net Cost after ET Rebate $28,257.30
- State Tax Credit System Watts $3220
- Total Other Incentives (add Federal & State Tax Credits) $13,357

**Money you can put towards solar power rather than sending to the state of OREGON & FEDERAL GOV!! $13,357**

**Total Estimated System Cost after all rebates & incentives:** $13,357.00

VanDamelen
Richard & Cosmetic

[Signature]

**Date:** 07/01/21
Improvement Agreement

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.

<table>
<thead>
<tr>
<th>Owner's Name:</th>
<th>Richard W. Gonnell, Von Landen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Home Phone:</td>
<td>503-312-5959</td>
</tr>
<tr>
<td>Cell/Other:</td>
<td>503-312-4501</td>
</tr>
<tr>
<td>Site Address:</td>
<td>1980 Southeast Ave</td>
</tr>
<tr>
<td>Mailing Address:</td>
<td>Same</td>
</tr>
<tr>
<td>City:</td>
<td>Tillamook</td>
</tr>
<tr>
<td>State:</td>
<td>OR</td>
</tr>
<tr>
<td>Zip:</td>
<td>97146</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Hunter@Oregon.gov">Hunter@Oregon.gov</a></td>
</tr>
<tr>
<td>Other Contact Info:</td>
<td>503-312-8157 John</td>
</tr>
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</table>

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

SYSTEM DESCRIPTION

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
<th>QUANTITY</th>
<th>WATT PER PANEL</th>
<th>TOTAL CAPACITY</th>
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</thead>
<tbody>
<tr>
<td>PANELS</td>
<td>NESL</td>
<td>16</td>
<td>X 230</td>
<td>= 3,480 WATTS</td>
</tr>
<tr>
<td>INVERTERS</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OTHER WORK:</td>
<td>Boss &amp; est 12/12 pitch</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- 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 PUC
Account #: 67123
Estimated Incentive Amount: $700

Total Price: $28,267.30
Upfront Incentive: $1,750
Contract Price: $28,267.30
Deposit: $1,750
Unpaid Balance: $26,517.30
Due Upon Installation: $27,957.30
Terms: 90% (net 45)
Deposit: 10% (check #: 2527)
Type: 05/20
CC #: 1234567890
Name on Card: James Johnson
Exp. Date: 05/20
Code: 123
CC Signature X:
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.

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
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."

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

PAID IN FULL: X
AMOUNT PAID $13,978.65
Payment: 28,117.40

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 PV 3.6
Panel Manufacturer: NESL DJ230P
Watts Per Panel: 230 No. of Panels: 14
Total Installed Watts: 3280

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.

National Solar USA, Inc. [Signature] Date: 6-7-11
EXHIBIT K
File Number: FF1588-12

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 Solars Reprehensive, Justin Lancaster, arrived at 3:30 PM 3-1-12. We came to an agreement, copy enclosed. The repesentative was in constant commutations 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 happing 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 Company's state
for credit for $5,500.

The company, Inc., Inc. agrees
to refund Richard's balance $5,593.20
Check will be a price adjustment,
in contract the customer goodwill.

[Signature]
Justin Lancaster
2063213510

If I can't purchase in full
for credit, the company will do so.
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. angie.whitehorn@state.or.us

--
Angie (503) 378-2687

Call me at 206-321-3510 or email.

Best,

--

Justin Lancaster
National Solar, Inc
206-321-3510
**NOTICE OF HOLD**

**DATE OF DEPOSIT:** 3-16-12  **MEMBER NO.:** [Redacted]

**MEMBER NAME:** Richard Van Domelen  

**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

These funds are being held for the following reason:

- [X] The total of your deposit today exceeds $5000
- You are depositing into an account that has been open for less than 30 days.
- 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 you 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.

117 E. Louisa St., Suite 506, Seattle WA 98102
Tel. 206-268-0908
Pay to the order of Richard & Connie Van Domelen

Six thousand and 00/100

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

MEMO
Settlement Proceeds

Authorized Signature

Pay to the order of Richard & Connie Van Domelen

Eight thousand five hundred ninety-three and 00/100

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

MEMO

Authorized Signature
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.

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

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

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

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

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.

Gordon Kribs
First Name Last Name

15085 S.W. Dawn Ct
Mailing Address

Tigard Oregon 97224
City State Zip

503-742-1171 503-620-9471 503-348-6700 gkribs@yahoo.com
Day Phone Evening Phone cell phone number 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 Oregon 97303
City State 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

At This Time

Whom have you contacted concerning your complaint?

☐ 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 misrepresented 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 26th 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 Tarck, saying, "It didn't matter if I thought they

misrepresented this program, I signed the paper; 9 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: [Signature]

Date: [Date]

[Signature]

Your Signature

Date
From: gordon kribs <gkribs@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 Kribs

From: Papke Becky <rebecca.papke@doj.state.or.us>
To: gkribs@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 Kribs>>

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

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 1/3rd 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,

[Signature]

Virginia & Peter Mawdsley
**PROPOSAL/WORK ORDER**

**Proposal Submitted To:**  
Peter/Virginia Mawdsley  

**Address:**  
1861 Kilkenny Dr  

**City/Town:**  
Lake Oswego  

**State/Zip:**  
OR 97034  

**Home Phone:**  
(503) 636-5331

**Proposal Submitted By:**  
Jeff Buckingham  

**Date:**  
3/17/10

**GOODS OR SERVICES**

<table>
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<tr>
<th>QTY</th>
<th>PRICE</th>
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<tbody>
<tr>
<td>ENERGY PACKAGE:</td>
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<tr>
<td>COMMERCIAL GRADE TEK SHIELD</td>
<td>1651</td>
</tr>
<tr>
<td>ENERGY SAVING SHOWERHEAD</td>
<td>2</td>
</tr>
<tr>
<td>ENERGY SAVING WATER HEATER JACKET</td>
<td>1</td>
</tr>
<tr>
<td>SOLARGUARD SYSTEM III (add ons)</td>
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</tr>
<tr>
<td>PLATINUM PKG. POWER OPTIMIZER</td>
<td>1</td>
</tr>
<tr>
<td>CARPORT / GARAGE / PORCH / SHED (Circle One)</td>
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<tr>
<td>ADD ON or TIL</td>
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<td>FIX/REPAIR DUCT WORK (IF APPLICABLE)</td>
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<tr>
<td>OTHER</td>
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<td>INSTALLATION</td>
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<td>SALES TAX</td>
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<td>SQ. FOOTAGE X 1.1. (min)</td>
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**Special Instructions/Comments:**  

**PAYMENT INFORMATION**

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<td>$3500</td>
<td></td>
<td>$3500</td>
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</tbody>
</table>

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

**DATE OF INSTALL:** 3/20/10  
**TIME OF INSTALL:** 8:09 AM ( ) PM

**Authorized Signature:**  
[Signature]  
**Date:** 3/12/10

**Authorized Signature:**  
[Signature]  
**Date:** 3/12/10
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  
Date: 12-15-09