

**If You Purchased, Installed or Have Had Open Energy 35-Watt or SolarBlend 50-Watt Solar Tiles on Your Roof, You May Be Entitled to Money From a Settlement**

*Please Read this Note: Your Rights May Be Affected*

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

- A Settlement has been reached in a class action lawsuit about **35-watt** and **50-watt solar tiles** manufactured between 2008 and 2012 (the “Solar Tiles”). The Solar Tiles replace conventional roof tiles and provide solar power to the property. The 35-watt Solar Tiles were sold under a variety of names. The 50-watt Solar Tiles were most commonly sold under the names SolarSave® or SolarBlend™. (See Question 4 for a complete list of known names). Regardless of the name sold under, the Solar Tiles are distinctive looking, as they were designed to replace conventional roof tiles and blend into the roof, rather than sit on top of the roof on a rack (which is the far more common installation design). See Question 3 for sample images. The lawsuit claims these Solar Tiles are defective. (The lawsuit and Settlement do **not** cover Open Energy **34-watt** solar tiles. The 34-watt solar tiles look similar but were the subject of a separate class settlement.)
- Generally, the Settlement includes anyone who purchased the Solar Tiles or a property on which Solar Tiles were installed. You received this Notice because, based on certain records, it is believed that you own or previously owned a property upon which these Solar Tiles were installed.
- The Settlement will provide cash payments to eligible Settlement Class Members.

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

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

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

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**BASIC INFORMATION**

**1. Why is there a notice?**

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

Judge Charles D. Wachob of the Superior Court of California, County of Placer is overseeing this case. The lawsuit resolved by this Settlement is:

*Brian Everett v. Pulte Group, Inc., et al., Placer County Superior Court, No. SCV0033498 (“Everett Action”).*

The people who sued are called the “Plaintiffs.”

The Defendants or cross-Defendants (for simplicity, “Defendants”) are:

- Centex Homes;
- Burlingame Industries, Inc. doing business as Eagle Solar (“Eagle”);
- Suntech America, Inc. (“Suntech America”);
- ASI Liquidating Co., Inc., formerly known as Applied Solar Inc. and Open Energy Corporation (“Open Energy”); and
- SunPower Corporation (“SunPower”).

**2. What is this about?**

The lawsuit claims that the Solar Tiles are defective. This Settlement does not involve or resolve any claims for bodily injuries. The Defendants have denied all claims in this case, including that the Solar Tiles present any type of safety risk. In addition, two of the Defendants (Suntech America and Open Energy) have declared bankruptcy, and the insurance companies for all Defendants have disputed coverage for the claims.

**3. What Solar Tiles are covered by this Settlement?**

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



SB-50 Solar Tile

The OE-35 Solar Tiles look very similar from a distance, but the square cells pictured above look different upon closer inspection. When viewed close up, the OE-35 Solar Tiles do not have the blue/black scatter design; instead, they just look like squares.

**4. What brand names are included in this Settlement?**

The 35-watt Solar Tiles included in this Settlement were sold under a variety of names. The 50-watt Solar Tiles included in this Settlement were most commonly sold under the brand names SolarSave® or SolarBlend™. The Solar Tiles may have been sold under various brand names including (but not limited to) the following:

35W SolarSave™ 35W Solar Roofing Tiles Applied Solar 3ft Roofing Tile Applied Solar's SolarSave™BIPV	OE-35 OE-50 Open Energy OE35 Solar Tile Open Energy Roofing Tiles Open Energy's SolarSave™ Roofing Tile Open Energy SolarSave™ Roof Tile OE-35 Open Energy's SolarSave™ PV Tile	SolarSave™ SolarSave™ OE-35 SolarSave™ Roofing Tile SolarSave™ Roofing Tile Slate Grey 35 SolarSave™ ST-35 SolarBlend SB-50
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This Settlement does **not** cover Open Energy **34-watt** tiles. The 34-watt tiles look very similar to the Solar Tiles included in the Settlement, but are different products. If you don't know whether you have the correct product, contact the Claims Administrator at 866-670-3369 to help determine whether you are a member of the Settlement Class.

**5. Why is this a class action?**

In a class action, one or more people called "settlement class representatives" sue on behalf of themselves and other people with similar claims. All of these people together are the "settlement class" or "settlement class members." In this Settlement, the Settlement Class Representatives are: David and Ramona Guerra; Michael Cusanelli and Feng Yu Hsiao; Charlie and Christine Hebert; Edward Eugene Snyder III and Judy Ann Snyder as Trustees of the Snyder Family 2008 Revocable Trust; Sean Docherty and Krysia Von Burg; Stephon G. Allen; Sarmad and Anwir Mansour; and Antonio Guzman and Lisa Howard. One court resolves the issues for all Settlement Class Members, except for those who exclude themselves from the Settlement Class.

**6. Why is there a Settlement?**

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

**WHO IS PART OF THE SETTLEMENT?**

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

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

You are included in the Settlement if you purchased Solar Tiles, a property on which Solar Tiles were installed or otherwise have a financial interest in the Solar Tiles or the energy generating capacity of the Solar Tiles.

"Property" means any structure, including but not limited to homes, townhouses, condominiums, apartments, multiunit housing structures, hotels, motels, hospitals, schools, churches or other places of worship, commercial structures, government

structures, homes within a homeowners association or other similar entities, other types of buildings (e.g., guest houses, garages, workshops, sheds, hangers), or other structures of any kind, whether commercial or residential (including permanent or temporary residential structures), or any improvement to real property.

The Settlement does not include the Defendants or any entity in which a Defendant owns a controlling interest and their legal representatives, heirs, and successors (except to the extent Defendants have replaced Solar Tiles and the associated claims were assigned to them in connection with their replacement efforts). The Settlement also does not include the judge or judges to whom this case is assigned and their immediate family members.

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

If you are not sure whether you are included in the Settlement, you may call 866-670-3369 with questions or visit [www.solartilesettlement.com](http://www.solartilesettlement.com). You may also write with questions to Everett v Pulte Group, et al. Settlement KCC Class Action Services Claims Administrator P.O. Box 404041, Louisville, KY 40233.

**THE SETTLEMENT BENEFITS**

**9. What does the Settlement provide?**

The Settlement provides a maximum total benefit of \$675,000.

The costs to administer the Settlement as well as attorney fees and costs and any court-approved payments to the Settlement Class Representatives will come out of this fund (see Question 18). Generally, the Settlement will provide for a cash payment to eligible Settlement Class Members but will **not** provide for replacement or repair of the Solar Tiles.

More details are available in a document called the Settlement Agreement, which is available at [www.solartilesettlement.com](http://www.solartilesettlement.com).

**10. What can I get from the Settlement?**

If you purchased Solar Tiles or a property on which Solar Tiles were installed at the time of purchase, or are otherwise financially interested in the Solar Tiles (e.g., you rented a house which had the Solar Tiles installed and you were responsible for paying the electric bill), you may be eligible for a cash payment of up to \$2,500. If there is more than one eligible claimant with respect to a property (e.g., original owner and subsequent owner of the property; owner/landlord who purchased the Solar Tiles and tenant responsible for paying monthly electric bill), the cash payment available for that property will be apportioned between the claimants. The maximum cash benefit available for any property location will be \$2,500.

**11. When will I receive benefits?**

Settlement Class Members who are entitled to payment will receive their benefits after the Court grants final approval of the Settlement and after any appeals are resolved (see “The Fairness Hearing” below). If there are appeals, resolving them can take time. Please be patient.

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

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

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the law firms listed in Question 17 for free or you can, if you wish, talk to your own lawyer at your own expense if you have questions about what this means.

**HOW TO GET BENEFITS**

**13. How do I get benefits?**

All Settlement Class Members will need to submit a Claim Form online or by mail to receive benefits. If you did not receive a Claim Form in the mail, Claim Forms may be submitted online at [www.solartilesettlement.com](http://www.solartilesettlement.com), or you may request a form be mailed to you by calling 866-670-3369. Please submit your claim form as soon as possible. The deadline to submit a Claim Form is July 19, 2018.

Please read the instructions carefully, and fill out the Claim Form online, or mail it. Please mail the Claim Form to:

Everett v Pulte Group, et al. Settlement  
KCC Class Action Services  
P.O. Box 404041  
Louisville, KY 40233

### EXCLUDING YOURSELF FROM THE SETTLEMENT

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

#### 14. How do I get out of the Settlement?

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

- Your full name, current address, telephone number, and the property location where your Solar Tiles are installed (if different from your current address);
- A statement that you “request to be excluded from the proposed class in *Everett v. Pulte Group, et al.*, and receive none of the benefits of the settlement;” and
- Your signature.

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

**You must mail your exclusion request, postmarked no later than July 19, 2018, to** Everett v Pulte Group et al. Settlement KCC Class Action Services, P.O. Box 404041, Louisville, KY 40233.

If you exclude yourself but then want to withdraw your Request for Exclusion from the Settlement, you must send a letter to the address above by July 19, 2018. If you do, you will be treated as a Settlement Class Member.

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

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

#### 16. If I exclude myself, can I still get benefits?

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

### THE LAWYERS REPRESENTING YOU

#### 17. Do I have a lawyer in the case?

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

Brian S. Kabateck and Cheryl A. Kenner  
KABATECK BROWN KELLNER LLP  
644 South Figueroa Street  
Los Angeles, CA 90017  
Tel: 213-417-9226

Matthew R. Schoech, Esq.  
SCHOECH LAW GROUP, PC  
4020 Lennane Drive, Suite 102  
Sacramento, CA 95834  
Tel: 916-569-1940

Glen Van Dyke  
VAN DYKE LAW GROUP  
11025 Pioneer Trail, Suite 101A  
Truckee, CA 96161  
Tel: 877-868-7013

You will not be charged for contacting these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

#### 18. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and costs in the amount of \$202,500.00. The fees and costs awarded by the Court will be paid out of the Settlement Fund. The Court will decide the amount of fees and costs to award. Class Counsel will also request a special service payment of \$5,000 to be paid from the Settlement Fund to each Settlement Class Representative for their service as representatives on behalf of the whole Settlement Class. If two Settlement Class Representatives (e.g., two spouses) own the same property, they will receive only one \$5,000 award.

## OBJECTING TO THE SETTLEMENT

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

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

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

Please also include, if possible, the date of purchase, and the number of Solar Tiles installed on the property. You must mail your objection to the following address, postmarked by July 19, 2018:

Everett v Pulte Group, et al. Settlement  
KCC Class Action Services  
P.O. Box 404041  
Louisville, KY 40233  
Toll Free: 866-670-3369

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

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

## THE FAIRNESS HEARING

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

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

The Court will hold a Fairness Hearing at **8:30 a.m. on August 30, 2018 in Department 32** at 10820 Justice Center Drive, Roseville, CA 95678. The hearing may be moved by the Court to a different date or time without additional mailed notice to you, so it is a good idea to check [www.solartilesettlement.com](http://www.solartilesettlement.com) or call 866-670-3369 for updates about the hearing. At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them and may listen to people who have asked to speak at the hearing. The Court may also decide how much to award Class Counsel for their fees and costs. After the hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take.

### 22. Do I have to attend the hearing?

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

### 23. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. If you are objecting and intend to request permission to speak, you should include that request in your written objection (*see* Question 19).

## GETTING MORE INFORMATION

### 24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement or Claim Form at [www.solartilesettlement.com](http://www.solartilesettlement.com). You also may write with questions to Everett v Pulte Group et al. Settlement KCC Class Action Services, P.O. Box 404041, Louisville, KY 40233 or call the toll-free number, 866-670-3369.