IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re: **POWER HOME SOLAR, LLC**, Debtor.	)	Chapter 7 Case No. 22-50228 (JCW)
CLAUDE MUMPOWER, et al., for themselves and on behalf of others similarly situated, Plaintiffs, v. **POWER HOME SOLAR, LLC, et al.,** Defendants.	)	Adv. Pro. No. 23-03005

NOTICE OF HEARING

PLEASE TAKE NOTICE that Jimmy R. Summerlin, Jr., in his capacity as Chapter 7 Trustee for Power Home Solar, LLC d/b/a Pink Energy, will bring on for hearing his Motion to (A) Deny Class Certification and (B) Dismiss First Amended Adversary Class Action Complaint on August 21, 2023 in the U.S. Bankruptcy Court, Courtroom 2B, 401 W. Trade Street, Charlotte, North Carolina, beginning at 1:00 p.m., or as soon thereafter as the parties may be heard.

Dated: July 31, 2023
Charlotte, North Carolina

HAMILTON STEPHENS
STEELE + MARTIN, PLLC

/s/ Melanie D. Johnson Raubach
Melanie D. Johnson Raubach (NC Bar No. 41929)
525 North Tryon Street, Suite 1400
Charlotte, North Carolina 28202

Telephone: (704) 344-1117
Facsimile: (704) 344-1483
mraubach@lawhssm.com

/s/ Jimmy R. Summerlin, Jr.
Jimmy R. Summerlin, Jr.
YOUNG, MORPHIS, BACH & TAYLOR, LLP
Post Office Drawer 2428
Hickory, North Carolina 28603
Telephone: (828) 322-4663
jimmys@hickorylaw.com

Attorneys for the Estate and Jimmy R. Summerlin, Jr., in his capacity as Bankruptcy Trustee for Power Home Solar, LLC

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

In re: **POWER HOME SOLAR, LLC**, Debtor.	)	Chapter 7 Case No. 22-50228 (JCW)
CLAUDE MUMPOWER, et al., for themselves and on behalf of others similarly situated, Plaintiffs, v. **POWER HOME SOLAR, LLC, et al.,** Defendants.	)	Adv. Pro. No. 23-03005

MOTION TO (A) DENY CLASS CERTIFICATION, AND (B) DISMISS FIRST AMENDED ADVERSARY CLASS ACTION COMPLAINT

Jimmy R. Summerlin, Jr. (the "Trustee") as the Trustee for the Bankruptcy Estate of Power Home Solar, LLC, a Delaware limited liability company, d/b/a Pink Energy (the "Debtor") by and through undersigned counsel, hereby files this Motion to (A) Deny Class Certification, and (B) Dismiss First Amended Adversary Class Action Complaint (the "Complaint") filed by Plaintiffs in the above-styled adversary proceeding. The Trustee submits this Motion pursuant to Bankruptcy Rule of Procedure 7012 and 7023 and Federal Rules of Civil Procedure 12(b) and 23. In support of his Motion, the Trustee states as follows:

I. FACTUAL BACKGROUND

1. The Defendant Trustee is the duly appointed, acting, and qualified Chapter 7 Trustee for the Bankruptcy Estate of the Debtor.

2. Power Home Solar, LLC, a Delaware limited liability company, a/k/a Pink Energy, the Debtor, is the debtor in the bankruptcy case bearing Case Number 22-50228 (the "Bankruptcy Case"), filed on October 7, 2022 (the "Petition Date"), and pending in the Bankruptcy Court for the Western District of North Carolina (the "Court").

3. Plaintiff filed the Complaint in this Adversary Proceeding on March 10, 2023 [Doc. 1].

4. Plaintiff filed the Amended Complaint in this Adversary Proceeding on May 3, 2023 [Doc. 34].

5. Pursuant to Orders entered April 4, 2023 [Doc. 4] and July 3, 2023 [Doc. 90], the Trustee's deadline to respond to the Amended Complaint is July 31, 2023.

6. The Plaintiffs have structured their claims in the Amended Complaint as a proposed class action lawsuit. See, e.g., Amended Complaint ¶¶ 98-104.

7. The Plaintiffs seek entry of a monetary judgment and other relief against the estate. Amended Complaint, Prayer for Relief ¶¶ 2-12.

8. To the extent the Prayer for Relief ¶ 1 is intended to apply to the Debtor, Plaintiffs also seek equitable relief resulting in a determination of right to payment vis a vis the estate. See Amended Complaint, Prayer for Relief ¶ 1.

9. All allegations against the Debtor in the Amended Complaint arise from pre-petition contracts and events. Per the Amended Complaint, "[t]he Plaintiffs are all natural people who reside in North Carolina or Virginia who signed contracts with Defendant Power Home for the installation of a photovoltaic solar power system at their residence". Amended Complaint ¶ 15.

10. Per the Amended Complaint, the Plaintiffs seek nationwide class certification under the RICO claim, Virginia subclass certification as to the VCPA claim, and North Carolina subclass certification as to the UDTPA claim. The Plaintiffs also seek "Borrower Subclass" certification as to the TILA claim that is not a claim against the Debtor or its Estate.

II. RELIEF REQUESTED

11. Without waiving any other defense to the Amended Complaint, he Trustee requests that the Court enter an order (a) denying class certification, and (b) dismissing the Plaintiff's Amended Complaint for failure to state a claim upon which relief can be granted.

III. BASIS FOR RELIEF

A. Denial of Class Certification

12. The Trustee asserts that the class certification should be denied on numerous grounds, including specifically, but without limitation:

a. Express Waiver. Upon information and belief, most, if not all, of the Debtor's former customers voluntarily executed and delivered to the Debtor, at the time of their respective contracts, an "Arbitration Agreement" of the type set forth in Exhibit "A" attached hereto and incorporated herein (the "Arbitration Agreement"). Specifically therein, the Debtor's customers agreed that "THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION." As most, if not all, of the purported class members have waived their right to bring an action as part of a class, and such waivers are generally enforceable, *See Epic Systems Corp. v. Lewis*, 200 L. Ed. 2d 889, 138 S. Ct. 1612 (2018); *Jenkins v. First American Cash Advance of Georgia, LLC*, 400 F.3d 868 (11th Cir. 2005); *Carter v. Countrywide Credit Insurance, Inc.*, 362 F.3d 294 (5th Cir. 2004); *Snowden v. CheckPoint Check Cashing*, 290 F.3d 631 (4th Cir. 2002); *Randolph v. Green Tree Financial Corp.—Alabama*, 244 F.3d 814 (11th Cir. 2001); *In re May*, 595 B.R. 894 (Bankr. E.D. Ark. 2019); *Feamster v. Compucom Systems, Inc.*, No. 7:15-CV-00564, 2016 WL 722190 (W.D. Va. Feb. 19, 2016); *Stephens v. Wachovia Corp.*, No. CIV. 3:06CV246, 2008 WL 686214 (W.D.N.C. Mar. 7, 2008), class certification should be denied.

b. Agreement to Arbitrate. Similarly, but separately, as set forth in the several motions to dismiss filed by the various lenders herein, and as set forth in the Arbitration Agreement, each of the various Plaintiffs have individually agreed to arbitration of "ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE SYSTEM (INCLUDING ANY ALLEGED DEFECT THEREOF)" and that "UNLESS BOTH PARTIES AGREE IN WRITING, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING". Since all the allegations and causes of action in the Amended Complaint arise out of or are related to the [sales] agreement, the project, and/or the [solar] systems, each of the allegations and causes of action are subject to mandatory individual arbitration. Accordingly, the Trustee requests that class certification be denied.

c. Efficiency of Administration. As the Court is aware and as the record in this case indicates, the Court issued its Notice to Creditors of Possible Dividend (Docket

No. 220) on December 15, 2022, setting a deadline for the filing of proofs of claims herein for 90 days after December 15, 2022 (i.e., March 15, 2023), which date was subsequently extended to March 16, 2022 (the "Bar Date") upon the Trustee's Motion due to issues with the Court's electronic claims filing website (Docket Nos. 392 and 396). The Notice of Possible Dividends was mailed by the Court to nearly 33,000 recipients, the vast majority of whom were the Debtor's former customers for whom the Plaintiffs seek class certification (See Certificate of Notice, Docket No. 230). As of the expiration of the Bar Date 5,866 claims had been timely filed with the Court. As of July 31, 2023, an additional 247 claims have been filed with the Court, for a total of 6,113 claims filed.

As this Court has previously stated:

> It is widely recognized that the costs imposed by importing the class action device into the bankruptcy claims allowance process are significant and usually prohibitive. Class litigation is "inherently more time-consuming than the expedited bankruptcy procedure for resolving contested matters," and may "gum up the works" of efficient estate administration and prejudice other creditors by delaying and reducing the distribution.

In re Sibaham Ltd., No. 19-31537, 2020 WL 2731870, at *2 (Bankr. W.D.N.C. May 4, 2020) (citing *In re Ephedra Prod. Liab. Litig.*, 329 B. R. 1, 5 (S.D.N.Y. 2005). Although the Trustee's duties in reviewing the claims filed in the bankruptcy case underlying this adversary proceeding will no doubt take time, the Trustee believes and asserts that the claims review/objection/allowance process will be significantly less time consuming and will be more expeditious that litigating this adversary proceeding through the class action process. Regardless of whether class certification is allowed, the Trustee will still be required to review and file objections (as appropriate) to each and every claim filed. The potential class certification does not lessen the burden on the Trustee and the Estate, but only serves to increase that burden and cause greater expense of administration, thereby lessening the funds that might be ultimately available for distribution to general unsecured claimants. Duel procedures requiring the Trustee to review claims filed and also defend the class action by Plaintiffs on behalf of themselves and others of the Debtor's customers who have not filed timely claims creates a nightmare of duplicative work in the administration of the Debtor's Estate and will further delay the administration of the Estate. In addition, to allow class certification at this point, after the Bar Date, will only serve to expand the class of potential general unsecured claimants in the case and, thereby, will prejudice other creditors who timely filed proofs of claims by reducing the pro-rata share that each may be entitled to receive.

Although the number of claims for the Trustee to review is vast, the Trustee asserts that the claims process is better handled by the claims process established, rather than class action, and that there will be "no substantial benefit in allowing the [Plaintiffs] to proceed through a class action process in this case." *See Gentry v. Siegel*, 668 F.3d 83, 94 (4th Cir. 2012). Accordingly, the Trustee requests that class certification be denied.

d. Rule 7023 Factors. Prior to certification of a class action, the Court must determine that the prerequisites of Bankruptcy Rule 7023(a) [FRCP Rule 23(a)] and the requirements of Bankruptcy Rule 7023(b) [FCRP Rule 23(b)] are satisfied. Regarding Rule 23(a), the Trustee asserts that the prerequisites in subsections (2) – questions of law or fact common to the class, (3) – the claims or defenses of the representative parties are typical of the claims or defenses of the class, and (4) the representative parties will fairly and adequately protect the interests of the class – are not satisfied.

The Trustee asserts that the questions presented by these two prerequisites overlap significantly in this case, but the analysis remains the same. By the very nature of the allegations of the Amended Complaint, the questions of law or fact are not common to the proposed class. Fed. R. Bank. Proc. Rule 7023(a)(2). Particularly, the Amended Complaint alleges common causes of action (RICO, VCPA, NCUDTPA, and Fraud) against the Debtor, Jayson Waller, and at least nine different lending institutions based upon the representations alleged to have been made by 35 different salespersons (and five with no specific salesperson identified) across NC and VA. Presumably, if nationwide class certification is permitted, the number of lending institutions and, particularly, the number of salespersons involved would increase drastically. The Declarations filed to support the Amended Complaint all alleged basically that the consumers were (a) told the solar panel system they purchased would reduce the power bill to a certain (lesser) amount, and (b) that they were promised a federal tax credit that they did not receive (either partially or at all). Although some common questions or law or fact may exist, the uncommon questions of law and fact relating to each specific lender and each specific salesperson's representations predominate over those common questions.

Similarly, the Amended Complaint itself shows on its face that the claims of the representative parties are not typical of claims of the proposed class by differentiating three separate classes on the four common causes of action – (1) a nationwide class on the RICO claims, (2) a Virginia subclass on the VCPA claims, (3) a North Carolina subclass on the NCUDTPA claims, and (4) a combined Virginia/North Carolina subclass on the Fraud claims. Further, the Count Five of the Amended Complaint (federal Truth in Lending Act violations – TILA) do not assert any cause of action against the Debtor at all. Presumably, if the VA and NC residents have claims under their state consumer protection/unfair trade practices acts and for common law fraud, the proposed members of the nationwide class would have similar claims under their respective state laws, which are not alleged. Thus, the claims of the representative parties are not typical of the claims of the class.

With regard to the final class certification prerequisite, the Trustee again asserts that the representative parties do not seek to fairly and adequately protect the interests of the proposed nationwide class. The representative parties' failures are evident in that they seek only nationwide class certification for the RICO and unrelated TILA claims, while proposing additional relief for the VA and NC claimants only under consumer protection/unfair trade practices laws, to include statutory damages, treble damages, and attorneys' fees, to the detriment of customers residing in other states.

Accordingly, the Trustee asserts that the Rule 7023(a) prerequisites do not support class certification and that class certification should be denied.

Regarding Rule 7023(b), the Trustee also maintains that, as far as the Estate is concerned, the proposed class action does not meet any of the class certification requirements. In particular, the Court's claims filing/review/objections process is sufficient as it:

(1) does not create a risk of (A) "inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for the party opposing the class; or (B) adjudications with respect to individual class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests;"

(2) the Debtor/Trustee "has [not] acted or refused to act on grounds that apply generally to the [proposed] class, so that final injunctive relief or

corresponding declaratory relief is appropriate respecting the class as a whole;" and

(3) as discussed in more detail above, (a) common questions of law or fact do not predominate, and (b) the "class action is [not] superior to other available methods for fairly and efficiently adjudicating the controversy", namely, the claims review/objection/allowance processes.

13. Fed. R. Bankr. Proc., Rule 7023(b) [FRCP 23(b)]. Accordingly, based upon all of the above reasons, the Trustee prays the Court that the request for class certification be denied.

B. Dismissal.

14. The Trustee incorporates the arguments above for the denial of class certification as grounds for dismissal of this action in its entirety. The Amended Complaint seeks certification as a class action against the Debtor and others. If class certification is denied, the Amended Complaint fails to state a claim upon which relief may be granted. Fed. R. Bankr. Proc. Rule 12(b)(6) [FRCP 12(b)(6)].

15. In addition to the above, the Trustee asserts that the four common causes of action (RICO, VCPA, NCUDTPA, and Fraud) are property of the Debtor's bankruptcy estate and/or are so closely related to claims that are property of the Debtor's bankruptcy estate and, therefore, cannot be raised by the Plaintiffs in this Adversary Proceeding.Pursuant to Section 541(a) of the Bankruptcy Code, subject to certain exceptions not applicable herein, the commencement of a bankruptcy case by the Debtor created an estate comprised of "all legal or equitable interests of the [D]ebtor in property as of the commencement of the case." 11 U.S.C. § 541(a). "Legal interests or equitable interests include any causes of action the debtor may bring." *Off. Comm. of Unsecured Creditors of PSA, Inc. v. Edwards*, 437 F.3d 1145, 1149 (11th Cir. 2006) (citing

Official Comm. of Unsecured Creditors v. R.F. Lafferty & Co., 267 F.3d 340, 356 (3d Cir.2001)). "A trustee, as the representative of the estate, succeeds into the rights of the debtor-in-bankruptcy and has standing to bring any suit that the debtor corporation could have brought outside of bankruptcy." *Id.* (citing 11 U.S.C. § 323; *O'Halloran v. First Union Nat'l Bank*, 350 F.3d 1197, 1202 (11th Cir.2003)).

16. To determine whether a claim or cause of action is property of the bankruptcy estate and within the authority of only the bankruptcy trustee to bring, the Court should examine the nature of the claim(s) and the claimants. *See Angell v. Kelly*, 336 F.Supp.2d 540, 544-546 (M.D.N.C 2004). Where the injuries sustained by an insolvent corporation's acts or omissions are "common acts" to the debtor's creditors in general, those claims are "not personal to any one creditor" and are for the bankruptcy trustee to bring. *Alvarez v. Ward*, No. 1:11CV03, 2012 WL 113567, at *4 (W.D.N.C. Jan. 13, 2012) (citing *In re Bostic,* 435 B.R. 46, 63 (M.D.N.C 2010)).

17. In the bankruptcy case underlying this Adversary Proceeding, over 5,800 claims have been filed as of July 31, 2023. The Trustee's review of the claims register indicates that the vast majority of those claims filed are from consumer customers of the Debtor, such as the Plaintiffs. If the class certification were to be allowed, the number of consumer customers who are potential class members would vastly exceed twenty- or perhaps thirty-thousand claimants, all of whom, like the Plaintiffs, allege the same facts and injuries related to the Debtor:

(a) They were sold a home solar system that does not work or does not work as promised;

(b) They were promised that the solar system would reduce their power bills; and

(c) They were promised some form of tax credit or other rebate, which they did not receive.

18. Each of the Plaintiffs and the prospective class members share "injur[ies] based on common acts, … not personal to any one creditor. *Id.* As such, the Trustee should have the "first crack" at pursuing these claims on behalf of all creditors. *Nat'l Am. Ins. Co. v. Ruppert Landscaping Co.*, 187 F.3d 439, 441 (4th Cir. 1999). As the court stated in *Ruppert*:

> To allow selected creditors to artfully plead their way out of bankruptcy court would unravel the bankruptcy process and undermine an ordered distribution of the bankruptcy estate. The goal of bankruptcy is to consolidate the proceeding and avoid piecemeal litigation ….
> Reserving the action for the trustee maintains the integrity of the bankruptcy proceeding and ensures that individual creditors cannot hijack the bankruptcy process. If it were otherwise, there would be a multijurisdictional rush to judgment whose organizing principle could only be first-come-first-served.

187 F.3d 439, 442 (4th Cir. 1999) (internal citations and quotations omitted). To date there are two separate adversary proceedings pending in this Court seeking class action status for former customers[1], both alleging nearly identical facts and overlapping claims. There are also at least 11 similar action filed in the U.S. Districts Courts for the Northern and Southern Districts of Ohio.[2] These actions, considered both independently and collectively, are nothing more than attempt by the individual plaintiffs to recover funds from third parties that are rightfully property of the bankruptcy estate to be determined and distributed for the benefit of all creditors.

Accordingly, the Trustee prays the Court to determine that Plaintiff's causes of action (excluding the TILA claim not involving the Debtor) are property of the bankruptcy estate and to dismiss this action.

[1] This action and *Grimes v. Power Home Solar, LLC et al.*, 23-03017.

[2] These actions were filed pursuant to limited relief from stay granted, excluding claims that are property of the bankruptcy estate. The Trustee is reviewing the claims filed and reserves the right (and anticipates) to seek confirmation that some or all of the claims are property of the bankruptcy estate.

19. The Trustee, for and on behalf of the Debtor and its bankruptcy estate, reserves the right to amend, modify and supplement this Motion to allege additional facts and arguments supporting the dismissal of the Amended Complaint.

WHEREFORE, the Trustee respectfully prays unto this Court as follows:

1. That the Court deny class certification on all causes of action;

2. That the Plaintiffs' Amended Complaint be dismissed with prejudice;

3. That the Plaintiffs have and receive nothing;

4. For such other and further relief as this Court deems just and proper.

Dated: July __, 2023
Charlotte, North Carolina

HAMILTON STEPHENS
STEELE + MARTIN, PLLC

/s/ Melanie D. Johnson Raubach
Melanie D. Johnson Raubach (NC Bar No. 41929)
525 North Tryon Street, Suite 1400
Charlotte, North Carolina 28202
Telephone: (704) 344-1117
Facsimile: (704) 344-1483
mraubach@lawhssm.com

/s/ Jimmy R. Summerlin, Jr.
Jimmy R. Summerlin, Jr.
YOUNG, MORPHIS, BACH & TAYLOR, LLP
Post Office Drawer 2428
Hickory, North Carolina 28603
Telephone: (828) 322-4663
jimmys@hickorylaw.com

Attorneys for the Estate and Jimmy R. Summerlin, Jr., in his capacity as Bankruptcy Trustee for Power Home Solar, LLC

CERTIFICATE OF SERVICE

I hereby certify that on this date, copies of the foregoing were served by electronic notification on those parties registered with the United States Bankruptcy Court, Western District of North Carolina ECF system to receive notices for this adversary proceeding.

Dated: July __, 2023
Charlotte, North Carolina

HAMILTON STEPHENS
STEELE + MARTIN, PLLC

/s/ Melanie D. Johnson Raubach
Melanie D. Johnson Raubach (NC Bar No. 41929)
525 North Tryon Street, Suite 1400
Charlotte, North Carolina 28202
Telephone: (704) 344-1117
Facsimile: (704) 344-1483
mraubach@lawhssm.com

Attorneys for the Estate and Jimmy R. Summerlin, Jr., in his capacity as Bankruptcy Trustee for Power Home Solar, LLC

DocuSign Envelope ID: 9E799D53-DF22-4E2E-AA6D-99002641FA91

EXHIBIT "A"

POWERHOME.

Exhibit F: Arbitration Agreement

THE UNDERSIGNED PARTIES, AS CONTRACTOR AND BUYER UNDER THE ATTACHED SOLAR ENERGY SYSTEM PURCHASE & INSTALLATION AGREEMENT (THE "AGREEMENT"), ACKNOWLEDGE, COVENANT AND AGREE THAT ANY CLAIM, DISPUTE OR OTHER MATTER IN QUESTION ARISING OUT OF OR RELATED TO THE AGREEMENT, THE PROJECT, AND/OR THE SYSTEM (INCLUDING ANY ALLEGED DEFECT THEREOF) SHALL BE SUBJECT TO BINDING BILATERAL ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN EFFECT. EVERY ARBITRATION PURSUANT TO THIS PROVISION SHALL TAKE PLACE IN THE COUNTY WHERE THE PROJECT AND PROPERTY IS LOCATED AND BE FACILITATED BY A SINGLE ARBITRATOR MUTUALLY SELECTED BY THE PARTIES TO THE ARBITRATION; PROVIDED, HOWEVER, IF THE PARTIES ARE UNABLE OR UNWILLING TO MUTUALLY AGREE UPON AN ARBITRATOR WITHIN FIFTEEN (15) BUSINESS DAYS, THEN THE ARBITRATOR SHALL BE APPOINTED BY THE AAA. THE EXPENSES OF ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES; PROVIDED, HOWEVER, EACH PARTY SHALL PAY FOR AND BEAR THE COST OF ITS OWN EXPERTS, EVIDENCE AND COUNSEL'S FEES. THE PARTIES AGREE THAT EACH SHALL ONLY BRING CLAIMS AGAINST THE OTHER IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION. UNLESS BOTH PARTIES AGREE IN WRITING, NO ARBITRATOR OR JUDGE MAY CONSOLIDATE MORE THAN ONE PERSON'S CLAIM OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING ON THE PARTIES, AND JUDGMENT MAY BE ENTERED UPON IT IN ACCORDANCE WITH APPLICABLE LAW IN ANY COURT HAVING JURISDICTION. THE ARBITRATION, INCLUDING THE FACTS OF THE DISPUTE, RELATED DOCUMENTS AND DECISION, SHALL BE CONFIDENTIAL, EXCEPT AS OTHERWISE MAY BE NECESSARY IN ORDER TO ENFORCE ANY AWARD RENDERED BY THE ARBITRATOR. NOTWITHSTANDING THE FOREGOING, IF ANY CLAIM, DISPUTE OR MATTER IN QUESTION RELATES TO OR IS THE SUBJECT OF A MECHANIC'S LIEN, CONTRACTOR MAY PROCEED IN ACCORDANCE WITH APPLICABLE LAW TO COMPLY WITH LIEN NOTICE OR FILING REQUIREMENTS.

Buyer(s)

DocuSigned by:
Signature: [signature]
E01B1A55534645A...
Printed Name: Kimberly Cleveland
Date: May 1, 2021 | 2:45 PM EDT

DocuSigned by:
Signature: William Cleveland
398EDF40BB71497...
Printed Name: William Cleveland
Date: May 1, 2021 | 11:47 AM PDT

Contractor (Power Home Solar LLC)

DocuSigned by:
Signature: David Nordstrom
493B577E881A403...
Printed Name: David Nordstrom
Date: May 1, 2021 | 2:44 PM EDT

v. 01.11.21