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Attorneys for Defendants
TRINA SOLAR (U.S.), INC. and
TRINA SOLAR CO., LTD.

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

[OAKLAND/SAN FRANCISCO] DIVISION

TOTALENERGIES RENEWABLES USA,
LLC; DANISH FIELDS SOLAR, LLC;
SKYSOL, LLC; ELLIS SOLAR, LLC; and
MYRTLE SOLAR, LLC,

Plaintiffs,

v.

TRINA SOLAR (U.S.), INC.; TRINA SOLAR
CO., LTD.; and DOES 1 through 10, inclusive,

Defendants.

Case No.:

[State Case No. 22CV014525
Filed: July 18, 2022]

**TRINA SOLAR (U.S.), INC.'S NOTICE OF
REMOVAL**

TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL PARTIES, AND THEIR ATTORNEYS OF RECORD:

PLEASE TAKE NOTICE that Defendant Trina Solar (U.S.), Inc. (“Trina US”), by and through its undersigned counsel, hereby removes the state court action described below, and all claims and causes of action therein, from the Superior Court of the State of California, County of Alameda, to the United States District Court for the Northern District of California pursuant to 9 U.S.C. § 205 and 28 U.S.C. §§ 1331 and 1441. In support of this removal, Trina US states as follows:

FEDERAL QUESTION JURISDICTION

1. Removal is proper pursuant to the removal provisions of Chapter Two of the Federal Arbitration Act (“FAA”), 9 U.S.C. § 201 et seq., which implements the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, entered in New York City on June 10, 1958 (the “New York Convention”).

2. Chapter Two of the FAA contains a statutory command that the New York Convention “shall be enforced in United States courts in accordance with this chapter.” 9 U.S.C. § 201. As described in further detail below, the New York Convention governs the instant case, and Chapter Two of the FAA provides for original federal subject matter jurisdiction.

3. Furthermore, Section 205 of the FAA provides for a right of removal of actions falling under the New York Convention:

Where the subject matter of an action or proceeding pending in a State court relates to an arbitration agreement or award falling under the [New York] Convention, the defendant or the defendants may, at any time before the trial thereof, remove such action or proceeding to the district court of the United States for the district and division embracing the place where the action or proceeding is pending. The procedure for removal of causes otherwise provided by law shall apply, except that the ground for removal provided in this section need not appear on the face of the complaint but may be shown in the petition for removal.

9 U.S.C. § 205; *see also* 28 U.S.C. § 1331 (authorizing federal question removal based, *inter alia*, on “civil actions arising under the . . . treaties of the United States”).

4. The applicability of the New York Convention is governed by Section 202 of the FAA, which provides:

An arbitration agreement or arbitral award arising out of a legal relationship, whether contractual or not, which is considered as commercial, including a transaction, contract,

or agreement described in section 2 of this title, falls under the [New York] Convention. An agreement or award arising out of such a relationship which is entirely between citizens of the United States shall be deemed not to fall under the [New York] Convention unless that relationship involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states. For the purpose of this section a corporation is a citizen of the United States if it is incorporated or has its principal place of business in the United States.

9 U.S.C. § 202.

5. Section 203 of the FAA provides that “[a]n action or proceeding falling under the [New York] Convention *shall be deemed to arise under the laws and treaties of the United States*. The district courts of the United States . . . shall have *original jurisdiction* over such an action or proceeding, regardless of the amount in controversy.” 9 U.S.C. § 203 (emphasis added).

6. The present action is an action over which this Court has original jurisdiction under 9 U.S.C. § 203 and an action that may be removed to this Court by Trina US under 9 U.S.C. § 205 in order to compel international arbitration of Plaintiffs’ claims.

THE STATE COURT ACTION

7. On July 18, 2022, Plaintiffs TotalEnergies Renewables USA, LLC, Danish Fields, LLC (“Danish”), Skysol, LLC (“Skysol”), Ellis Solar, LLC (“Ellis”), and Myrtle Solar, LLC (“Myrtle”) (collectively, “Plaintiffs”) commenced this action in the Superior Court of the State of California, County of Alameda entitled *TotalEnergies Renewables USA LLC, et al. v. Trina Solar (U.S.), Inc., et al.*, Case No. 22CV014525.

8. Plaintiffs allege that Defendants fraudulently induced Plaintiffs to enter into four agreements relating to the sale of photovoltaic solar modules, which Defendants then allegedly breached. The four agreements are: (1) the Myrtle Implementing Agreement, dated July 9, 2021; (2) the Ellis Implementing Agreement, dated August 24, 2021; (3) the Danish Fields Implementing Agreement, dated August 2021; and (4) the Skysol Implementing Agreement, dated August 24, 2021 (collectively, “the Implementing Agreements”). (See Compl. ¶¶ 26-29.) The Implementing Agreements were entered into between Trina US and Myrtle, Ellis, Danish, and Skysol, respectively. (See *id.*)

9. Plaintiffs assert causes of action for (1) promissory fraud under California law; (2) fraudulent inducement under California law; (3) breach of contract under New York law; and (4) declaratory relief under Cal. Code Civ. Proc. § 1060 et seq. (See *id.* ¶¶ 56-86.)

10. But Plaintiffs fail to mention in their Complaint that each Implementing Agreement incorporates by reference the terms of a more detailed Framework Agreement for the Purchase of Photovoltaic Modules, dated July 29, 2020, between Trina Solar (Schweiz) AG and Total Global Procurement (the “Framework Agreement”). The Framework Agreement was entered into by Total Global Procurement—an affiliate of the Total group incorporated and existing in accordance with the laws of France—expressly for the benefit of all “Affiliated Companies” that may “profit from this Framework Agreement by an Implementing Agreement/Order.” Moreover, each of the Implementing Agreements, by its terms, expressly incorporates by reference the provisions of the Framework Agreement.¹

11. Plaintiffs also ignore that Section 35 of the Framework Agreement provides that all disputes under the Framework Agreement and any Implementing Agreement shall be subject to English law and arbitration as follows:

35.1.1 Framework Agreement

The Framework Agreement shall be governed exclusively by English law, with the exception of the conflict of law rules of the English law. All disputes arising out of, or relating in any way to this Framework Agreement, including, without limitation, any question regarding the negotiation, existence, validity, interpretation or breach of the Framework Agreement will be submitted for arbitration using the International Chamber of Commerce Rules, with the venue of arbitration of London. The language of the arbitration shall be English.

The Parties expressly waive application of the United Nations Convention on Contracts for the International Sale of Modules, which was concluded in Vienna on April 11, 1980.

35.1.2 Implementing Agreement/Orders

Any disputes arising from the performance of an Implementing Agreement/Order shall be governed by English law. All disputes arising out of, or relating in any way to either the Implementing Agreement(s)/Order(s), including, without limitation, any question regarding the negotiation, existence, validity, interpretation or breach of the Implementing Agreement(s)/Order(s), will be submitted for arbitration using the International Chamber of Commerce Rules, with the venue of arbitration of London. The language of the arbitration shall be English.

The Parties expressly waive application of the United Nations Convention on Contracts for the International Sale of Modules, which was concluded in Vienna on April 11, 1980.

¹ Because the terms of the Framework Agreement and Implementing Agreements are covered by confidentiality provisions, Trina US does not attach them to this Notice of Removal, but instead refers herein to such terms as are essential for the enforcement of the arbitration clause. Trina US will seek leave to file full copies of the Framework Agreement and Implementing Agreements under seal in the course of its forthcoming motion to compel arbitration.

12. The Framework Agreement’s arbitration provision—which is incorporated by reference into each Implementing Agreement—is broad as it governs “all disputes arising out of, or relating in any way to . . . the Implementing Agreements.” (*Id.*)

13. Plaintiffs may claim that the Implementing Agreements contain a separate jurisdiction and governing law provision, which provides for the non-exclusive jurisdiction of New York courts and the application of New York law in certain limited circumstances:

This Implementing Agreement and all disputes arising out of, or relating in any way to either the Implementing Agreement or the Framework Agreement (solely to the extent such dispute is in relation to the Modules subject to this Implementing Agreement) shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Each party hereby irrevocably agrees to submit to the non-exclusive jurisdiction of any state or federal court in New York with respect to any action or proceeding arising out of or relating to this Implementing Agreement or the Framework Agreement (solely to the extent such action or proceeding is in relation to the Modules subject to this Implementing Agreement).

14. But this provision is limited to a narrow category of disputes “in relation to the Modules” (for example, if Ellis were to allege that a particular Module does not conform with the agreed specifications). Unlike the agreement to arbitrate in the Framework Agreement, this language providing for non-exclusive jurisdiction in New York courts does not include disputes regarding the negotiation, execution, existence, and termination of the Implementing Agreements, or the performance thereunder, which encompass the claims alleged by Plaintiffs in this action. Thus, the default dispute resolution mechanism set forth in the Framework Agreement and incorporated by reference into each Implementing Agreement applies.

15. Based on the foregoing, Plaintiffs, having asserted claims that arise out of and relate to the Implementing Agreements—which incorporate by reference the Framework Agreement—cannot deny that the mandatory international arbitration provisions contained in the Framework Agreement govern here.

REMOVAL IS TIMELY

16. This Notice of Removal has been timely filed under 9 U.S.C. § 205, which allows a “defendant or the defendants [to], at any time before the trial thereof, remove such action or proceeding.” 9 U.S.C. § 205.

THE NEW YORK CONVENTION APPLIES TO THE CONTRACTS

17. The contracts at issue in this case—the Framework Agreement and Implementing Agreements—fall under the New York Convention because: (1) they include parties that are not all citizens of the United States; and (2) they involve performance abroad and/or have a relationship with parties abroad. *See* 9 U.S.C. § 202 (“An agreement or award arising out of such a relationship which is entirely between citizens of the United States shall be deemed not to fall under the [New York] convention unless that relationship involves property located abroad, envisages performance or enforcement abroad, or has some other reasonable relation with one or more foreign states.”).

18. In particular, the Framework Agreement was signed by Total Global Procurement (a French company) on behalf of its “Affiliated Companies,” and each of the signatories to the Implementing Agreements (here, Danish, Skysol, Ellis, and Myrtle) have expressly benefited from that agreement in entering into the Implementing Agreements. Moreover, they have assumed obligations towards Trina Solar (Schweiz) AG, a Swiss company. Thus, the contract does not exclusively involve U.S. entities.

19. Moreover, the contracts contemplate the import of goods from outside the United States, and contemplate performance of obligations by, among other persons, Total Global Procurement. The Implementing Agreements further specify that European representatives of Trina Switzerland are to be the contacts for Trina Solar. The arbitration clause furthermore contemplates dispute resolution in London, England. Thus, the contracts contemplate performance in more than one foreign country, and/or have a relationship with one or more foreign states.

REMOVAL TO THE PROPER COURT / INTRADISTRICT ASSIGNMENT

20. Removal to the United States District Court for the Northern District of California is proper because the state court action was filed in the Superior Court of the State of California, County of Alameda, which is within this district. *See* 9 U.S.C. § 205; 28 U.S.C. § 1446(a). Further, pursuant to Civil Local Rules 3-2(c) and 3-2(d), venue is proper in either the San Francisco Division or the Oakland Division because this action allegedly arises in Alameda County.

ALL DEFENDANTS HAVE CONSENTED TO REMOVAL

21. The undersigned counsel represent all named Defendants in this action, and all

Defendants consent to removal. The consent of the remaining unnamed Doe defendants is not required. See *Fristoe v. Reynolds Metals Co.*, 615 F.2d 1209, 1213 (9th Cir. 1980) (unnamed defendants not required to join in removal petition).

PLEADINGS AND PROCESS

22. In compliance with 28 U.S.C. § 1446(a), a “copy of all process, pleadings, and orders served upon” Defendants in *TotalEnergies Renewables USA LLC, et al. v. Trina Solar (U.S.), Inc., et al.*, Case No. 22CV014525 are attached collectively hereto as Exhibit 2. A copy of the publicly available state court register of actions/docket for Case No. 22CV014525 is attached hereto as Exhibit 1.

NOTICE TO PLAINTIFF AND STATE COURT

23. Pursuant to 28 U.S.C. § 1446(d), Trina US will promptly serve upon Plaintiffs’ counsel of record and file with the Alameda County Superior Court a true and correct copy of this Notice of Removal.

Trina US submits this Notice of Removal without waiving any defenses to Plaintiffs’ claims or conceding that the Complaint has any basis in law or fact. If the Court has any questions about removal of this action, Trina US requests the opportunity to make further submissions concerning subject matter jurisdiction.

WHEREFORE, Trina US respectfully removes this action from the Superior Court of the State of California, County of Alameda to this Court pursuant to 9 U.S.C. § 205 and 28 U.S.C. §§ 1331 and 1441.

DATED: August 9, 2022

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ Lance A. Etcheverry

Lance A. Etcheverry
Attorneys for Defendant
TRINA SOLAR (U.S.), INC.

Exhibit 1



Superior Court of Alameda County Public Portal

22CV014525 TOTAENERGIES RENEWABLES USA, LLC, et al. vs TRINA SOLAR (U.S...

Unlimited Civil (Contractual Fraud)

Rene C. Davidson Courthouse / DEPT 22 - HON. Jeffrey Brand

Filed: 07/18/2022

Next Hearing: 11/30/2022 Initial Case Management Conference

[Document Download](#)[Summary](#)[Participants](#)[Tentative Rulings](#)[Future Hearings](#)

Register of Actions

Date	Message	Category	Download
07/18/2022	Complaint Filed by: TotalEnergies Renewables USA, LLC (Plaintiff); Danish Fields Solar, LLC (Plaintiff); Skysol, LLC (Plaintiff); Ellis Solar, LLC (Plaintiff); Myrtle Solar, LLC (Plaintiff) As to: Trina Solar (U.S.), Inc. (Defendant); Trina Solar Co., Ltd. (Defendant)	Document	
07/18/2022	Civil Case Cover Sheet Filed by: TotalEnergies Renewables USA, LLC (Plaintiff); Danish Fields Solar, LLC (Plaintiff); Skysol, LLC (Plaintiff); Ellis Solar, LLC (Plaintiff); Myrtle Solar, LLC (Plaintiff) As to: Trina Solar (U.S.), Inc. (Defendant); Trina Solar Co., Ltd. (Defendant)	Document	
07/18/2022	Summons on Complaint Issued and Filed by: TotalEnergies Renewables USA, LLC (Plaintiff); Danish Fields Solar, LLC (Plaintiff); Skysol, LLC (Plaintiff); Ellis Solar, LLC (Plaintiff); Myrtle Solar, LLC (Plaintiff) As to: Trina Solar (U.S.), Inc. (Defendant); Trina Solar Co., Ltd. (Defendant)	Document	
07/18/2022	Notice of Case Management Conference Filed by: Clerk	Document	
07/18/2022	Notice of Case Assignment Filed by: Clerk	Document	
07/19/2022	Initial Case Management Conference scheduled for 11/30/2022 at 02:30 PM in Rene C. Davidson Courthouse at Department 22	Event	
07/19/2022	Proof of Personal Service Filed by: TotalEnergies Renewables USA, LLC (Plaintiff); Danish Fields Solar, LLC (Plaintiff); Skysol, LLC (Plaintiff); Ellis Solar, LLC (Plaintiff); Myrtle Solar, LLC (Plaintiff) As to: Trina Solar Co., Ltd. (Defendant) Service Date: 07/19/2022 Service Cost: 99.50 Service Cost Waived: No	Document	
07/19/2022	Proof of Personal Service Filed by: TotalEnergies Renewables USA, LLC (Plaintiff); Danish Fields Solar, LLC (Plaintiff); Skysol, LLC (Plaintiff); Ellis Solar, LLC (Plaintiff); Myrtle Solar, LLC (Plaintiff) As to: Trina Solar (U.S.), Inc. (Defendant) Service Date: 07/19/2022 Service Cost: 149.00 Service Cost Waived: No	Document	
07/19/2022	Case assigned to Hon. Jeffrey Brand in Department 22 Rene C. Davidson Courthouse	Assignment	

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Exhibit 2

SUMMONS

(CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

TRINA SOLAR (U.S.), INC.; TRINA SOLAR CO., LTD.; and DOES 1 through 10, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

TOTALENERGIES RENEWABLES USA, LLC; DANISH FIELDS SOLAR, LLC; SKYSOL, LLC;
ELLIS SOLAR, LLC; and MYRTLE SOLAR, LLC.

FOR COURT USE ONLY (SOLO PARA USO DE LA CORTE)	
ELECTRONICALLY FILED Superior Court of California County of Alameda 07/18/2022 Chad Finke, Executive Officer / Clerk of the Court	
By: _____	C. Clark Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. ¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. AVISO: Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Alameda County Superior Court
24405 Amador Street
Hayward, CA 94544

CASE NUMBER: (Número del Caso):
22CV014525

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is: (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

John C. Hueston; Vicki Chou; HUESTON HENNIGAN LLP, 523 W. 6th Street, Suite 400, Los Angeles, CA 90014; (213)788-4340

DATE: July 18, 2022 Clerk, by C. Clark, Deputy
(Fecha) Chad Finke, Executive Officer / Clerk of the Court (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
- ☐ by personal delivery on (date):

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

07/18/2022 at 12:55:41 PM

By: Cheryl Clark,
Deputy Clerk

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LLC, Skysol, LLC, Ellis Solar, LLC, and Myrtle Solar, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TOTALENERGIES RENEWABLES USA,
LLC; DANISH FIELDS SOLAR, LLC;
SKYSOL, LLC; ELLIS SOLAR, LLC; and
MYRTLE SOLAR, LLC,

Plaintiffs,

vs.

TRINA SOLAR (U.S.), INC.; TRINA SOLAR
CO., LTD.; and DOES 1 through 10, inclusive,

Defendants.

Case No. **22CV014525**

COMPLAINT FOR

**(1) FRAUD,
(2) BREACH OF CONTRACT, AND
(3) DECLARATORY JUDGMENT
PURSUANT TO CAL. CODE CIV. PROC.
§ 1060**

Jury Trial Demanded

1 Plaintiffs TotalEnergies Renewables USA, LLC (“TERUSA”); Danish Fields Solar, LLC;
 2 Skysol, LLC; Ellis Solar, LLC; and Myrtle Solar, LLC (collectively, “Plaintiffs”), file this
 3 Complaint against Defendants Trina Solar (U.S.), Inc.; Trina Solar Co., Ltd.; and Does 1 through
 4 10 (collectively, “Defendants,” “Trina,” or “Trina Solar”) for fraud, breach of contract, and
 5 declaratory relief.

6 **INTRODUCTION**

7 1. Plaintiff TERUSA is a US subsidiary of TotalEnergies SE – a broad-energy company
 8 with an ambition to be a world-class player in the energy transition. TotalEnergies SE has a goal of
 9 becoming a “Net Zero” energy provider by 2050, at which time it aims for renewable electricity to
 10 account for half of its production. To that end, TERUSA works on renewable energy projects
 11 throughout the United States.

12 2. Defendant Trina is one of the world’s largest manufacturers of solar panels and
 13 photovoltaic solar modules. With manufacturing bases in Southeast Asia, Trina sells its products in
 14 more than 100 countries around the world, and has regional headquarters in the United States,
 15 Europe, the Middle East, and Asia. Trina’s revenues in 2021 exceeded \$7 billion, with a year-over-
 16 year increase of 51.2%. Since 2020, Trina has been one of the top three solar manufacturers in the
 17 world, and a supplier to TotalEnergies SE on other projects.

18 3. In June 2020, months into the COVID-19 pandemic, Trina Solar Co., Ltd. became a
 19 publicly traded company on the Shanghai Stock Exchange Science and Technology Innovation
 20 Board (also known as the STAR Market) after having previously delisted from the New York Stock
 21 Exchange. Going public again created substantial value for Trina, but also significant pressure. As
 22 a public company, Trina faced pressure to show increasing profits year over year. To keep up with
 23 the market’s expectations, Trina Solar Co., Ltd., through its wholly owned subsidiary Trina Solar
 24 (U.S.), Inc., decided that rather than comply with its existing contractual commitments, it would
 25 exploit the global pandemic to extort business partners to pay new ransoms for goods that Trina Solar
 26 (U.S.), Inc. was already contractually obligated to deliver at set prices and according to contractual
 27 delivery schedules. Given the increasing global demand for renewable energies and the limited
 28 number of competitors to whom business partners could turn when Trina threatened to breach its

1 contractual obligations, Trina knew its customers had little choice but to accede to Trina's brazen,
2 fraudulent, and unfair bait and switch.

3 4. Specifically, having learned from a prior contract that TERUSA was willing to
4 explore post-execution solutions to maintain a good faith working relationship with counterparties,
5 Trina decided to target Plaintiffs. First, Trina induced Plaintiffs to enter into four contracts – the
6 Implementing Agreements for the Danish Fields, Skysol, Ellis, and Myrtle Projects – with false
7 promises. As Trina knew, the price and availability of modules were material terms for Plaintiffs.
8 Trina repeatedly represented that it had reserved or set aside manufacturing capacity for Plaintiffs
9 and quoted prices that, Trina claimed, Plaintiffs had to move quickly to secure.

10 5. Plaintiffs entered into the four Implementing Agreements with Trina with an
11 aggregate value of almost \$300 million. Each Implementing Agreement set forth an agreed-upon
12 price, volume, and delivery schedule; according to the Implementing Agreements, the earliest
13 deliveries of modules were scheduled to be made beginning in February 2022. Trina accepted deposit
14 payments from the Plaintiffs under the Implementing Agreements of almost \$8.75 million. However,
15 Trina always knew that it had no intention to be bound by the contracts. Instead, Trina intended to
16 use the binding contractual terms of the Implementing Agreements as a starting point to maximize
17 its profits on each module it manufactured.

18 6. The next step in Trina's scheme was to wait until conditions were ripe to attempt to
19 extort more money from Plaintiffs. In January 2022, merely weeks before the first contractually
20 scheduled delivery of modules, and when Trina should already have been in production, Trina
21 demanded more money to provide the exact same modules they were under contract to provide. Trina
22 knew that at this point, Plaintiffs could not find alternative suppliers without significant expense and
23 delay. Trina demanded almost \$40 million *more* than the contractual prices to provide fewer modules
24 at a higher price and on a delayed schedule. Trina informed the Plaintiffs that Trina had other
25 customers who were "willing to pay higher prices" if the Plaintiffs were not. On information and
26 belief, Trina sought to capitalize on any delays by selling any available modules to the highest bidders
27 rather than reserving them for Plaintiffs, as Trina had previously promised.

28

8. This was not the first time – nor even the second – that Trina had demanded additional money from TERUSA before it would perform its obligations under a contract. This was the *third* time Trina attempted to extract more money from TERUSA *after* signing a binding contract, rather than do what it promised to do. That pattern shows Trina’s true intent was never to honor the prices, schedule, and volume it agreed to. Nor did Trina, a sophisticated and highly profitable company that prices and executes contracts around the world, make a miscalculation in the prices it offered. Trina’s true intent was to defraud its customers in pursuit of higher profits.

9. Trina was counting on Plaintiffs to succumb to Trina's demands. Trina had calculated that because Plaintiffs were dependent on timely deliveries of modules for their vital and imminent renewable energy projects, and because prices had risen so much since the parties signed the Implementing Agreements, it would be prohibitively costly and time-consuming to find and contract with alternative suppliers, if any were available. But enough is enough. Plaintiffs bring this action to call Trina to account for its breaches of contract and unethical and illegal business practices. Plaintiffs' losses from Trina's fraud and breach exceed \$100 million.

9 PARTIES

10 10. Plaintiff Danish Fields, LLC, is a Delaware limited liability company with its
11 principal place of business in Houston, Texas.

11. Plaintiff Skysol, LLC, is a Utah limited liability company with its principal place of
business in Irvine, California.

12. Plaintiff Ellis Solar, LLC, is a Delaware limited liability company with its principal place of business in Irvine, California.

13. Plaintiff Myrtle Solar, LLC is a Delaware limited liability company with its principal place of business in Irvine, California.

14. Each of the above-referenced LLC Plaintiffs was created for the development of large, utility-scale solar sites, helping to lower dependence on non-renewable power.

15. TERUSA is a Delaware limited liability company with its principal place of business in Houston, Texas. TERUSA is and was at all times mentioned herein qualified to do business in California. TERUSA has an ownership interest in each of the above-referenced LLC Plaintiffs.

16. Defendant Trina Solar (U.S.), Inc. is a Delaware corporation with its principal place of business in Fremont, California. Upon information and belief, Trina Solar (U.S.), Inc. imports goods into the United States on behalf of Trina Solar Co., Ltd.

17. Defendant Trina Solar Co., Ltd. is a Chinese manufacturer and seller of solar components and modules. According to the Washington Post, Trina Solar Co., Ltd. is one of several Chinese companies to face scrutiny from United States Customs and Border Patrol (“CBP”); CBP has been investigating the use of forced labor by Chinese solar firms operating in Xinjiang province.¹ Trina Solar Co., Ltd. is a Chinese corporation with its principal place of business in China. Trina Solar Co., Ltd. is the parent corporation to Defendant Trina Solar (U.S.), Inc. Trina Solar Co., Ltd. holds itself and its subsidiaries out as a single integrated global group.

18. Plaintiffs are unaware of the true names and capacities of defendants Does 1 through 10, inclusive, and therefore sues these defendants by such fictitious names. Plaintiffs will amend this complaint to show the true names and capacities of such fictitiously named defendants when the same have been ascertained or upon proof of trial. On information and belief, each of the fictitiously named defendants is legally responsible for the events and damages alleged herein.

JURISDICTION AND VENUE

19. Jurisdiction is proper in Alameda County because Defendant Trina Solar (U.S.), Inc. has a principal place of business in Fremont, California. The Court has personal jurisdiction over all Defendants because they purposefully directed their conduct into California and purposefully availed themselves of the privilege of conducting activities in California, this suit arises out of or relates to

¹ See Jeanne Whalen, *U.S. begins detaining solar panel imports over concerns about forced labor in China*, WASHINGTON POST, Aug. 27, 2021, available online at [washingtonpost.com/business/2021/08/27/customs-detains-chinese-solar-panels/](https://www.washingtonpost.com/business/2021/08/27/customs-detains-chinese-solar-panels/).

1 their contacts in California, and the Court's exercise of jurisdiction is reasonable and comports with
2 fair play and substantial justice.

3 20. Venue is proper in Alameda County pursuant to California Code of Civil Procedure
4 sections 395 and 395.5.

5 21. This matter is properly designated a case of unlimited jurisdiction because the amount
6 in controversy herein exceeds \$25,000.

7 **TRINA'S FRAUD AND BREACHES OF CONTRACT**

8 **A. Trina Fraudulently Induced Plaintiffs To Enter Into Contracts**

9 22. As described above, Trina fraudulently induced Plaintiffs to enter into four
10 implementing agreements (collectively, the "Implementing Agreements") by representing that it
11 would provide modules at a certain price and according to certain schedules while Trina knew it
12 planned to breach the Implementing Agreements as soon as breaching was advantageous to Trina.

13 23. On May 6, 2021, after Trina had lost over a third of its stock value since the start of
14 the year, Trina's authorized representative falsely communicated to Plaintiffs, "The good news is
15 that we are able to grab capacity early," when Trina had no intent to dedicate production capacity to
16 Plaintiffs.

17 24. To further induce Plaintiffs' signatures, on June 1, 2021, Trina's authorized
18 representative wrote, "The signature of the [Implementing Agreements] is going quite slowly and I
19 am concerned by other US deals are trying to grab the volume which was set aside from us." The
20 Trina representative urged Plaintiffs to move forward "as quickly as possible." In doing so, Trina's
21 authorized representative falsely represented that Trina had set aside production capacity that would
22 be dedicated to Plaintiffs upon signing of the Implementing Agreements, when Trina knew that it
23 would not dedicate production capacity to Plaintiffs.

24 25. In reliance on Trina's false and misleading representations, which Plaintiffs believed
25 at the time to be true, Plaintiffs entered multiple Implementing Agreements with Trina.

26 26. In connection with the Myrtle project, Myrtle Solar, LLC and Trina Solar (U.S.), Inc.
27 entered into the Myrtle Implementing Agreement on July 9, 2021.
28

1 a. Myrtle Solar, LLC agreed to purchase, and Trina agreed to supply, a total of
2 380,096,425 Wp of photovoltaic solar modules at a price of \$0.305 per Wp DDP for a total purchase
3 price of \$115,929,409.63, or at a price of \$0.32 per Wp DDP for a total purchase price of
4 \$121,630,856.00 for an Alternative Supply option, with volume and module type specified in Annex
5 1 to the Myrtle Implementing Agreement.

6 b. Pursuant to Section 4.3 of the Myrtle Implementing Agreement, Trina
7 committed to make guaranteed deliveries in accordance with the schedule specified in Annex 2 to
8 the Myrtle Implementing Agreement, with the first batch to be delivered in February 2022 and final
9 delivery to be completed by September 2022.

10 c. Pursuant to Section 3.2.1 of the Myrtle Implementing Agreement, TERUSA,
11 for Myrtle Solar, LLC, paid Trina a reservation fee of \$3,648,925.25.

12 27. In connection with the Ellis project, Ellis, LLC and Trina Solar (U.S.), Inc. entered
13 into the Ellis Implementing Agreement on August 24, 2021.

14 a. Ellis, LLC agreed to purchase, and Trina agreed to supply, a total of
15 99,493,880 Wp of photovoltaic solar modules at a price of \$0.32 per Wp DDP for a total purchase
16 price of \$31,838,041.60, with volume and module type specified in Annex 1 to the Ellis
17 Implementing Agreement.

18 b. Pursuant to Section 4.3 of the Ellis Implementing Agreement, Trina
19 committed to make guaranteed deliveries in accordance with the schedule specified in Annex 2 to
20 the Ellis Implementing Agreement, with the first batch to be delivered in February 2022 and final
21 delivery to be completed by April 2022.

22 c. Pursuant to Section 3.2.1 of the Ellis Implementing Agreement, TERUSA, for
23 Ellis, LLC, paid Trina a reservation fee of \$955,141.25.

24 28. In connection with the Danish Fields project, Danish Fields Solar, LLC and Trina
25 Solar (U.S.), Inc. entered into the Danish Fields Implementing Agreement in August 2021.

26 a. Danish Fields Solar, LLC agreed to purchase, and Trina agreed to supply, a
27 total of 360,253,015 Wp of photovoltaic solar modules at a price of \$0.32 per Wp DDP for a total
28

1 purchase price of \$115,280,964.80 with volume and module type specified in Annex 1 to the Danish
2 Fields Implementing Agreement.

3 b. Pursuant to Section 4.3 of the Danish Fields Implementing Agreement, Trina
4 committed to make guaranteed deliveries in accordance with the schedule specified in Annex 2 to
5 the Danish Fields Implementing Agreement, with the first batch to be delivered in April 2022 and
6 final delivery to be completed by December 2022.

7 c. Pursuant to Section 3.2.1 of the Danish Fields Implementing Agreement,
8 TERUSA, for Danish Fields Solar, LLC, paid Trina a reservation fee of \$3,458,428.95.

9 29. In connection with the Skysol project, Skysol, LLC and Trina Solar (U.S.), Inc.
10 entered into the Skysol Implementing Agreement on August 24, 2021.

11 a. Skysol, LLC agreed to purchase, and Trina agreed to supply, a total of
12 71,269,310 Wp of photovoltaic solar modules at a price of \$0.32 per Wp DDP for a total purchase
13 price of \$22,806,179.20, with volume and module type specified in Annex 1 to the Skysol
14 Implementing Agreement.

15 b. Pursuant to Section 4.3 of the Skysol Implementing Agreement, Trina
16 committed to make guaranteed deliveries in accordance with the schedule specified in Annex 2 to
17 the Skysol Implementing Agreement, with the first batch to be delivered in April 2022 and final
18 delivery to be completed by June 2022.

19 c. Pursuant to Section 3.2.1 of the Skysol Implementing Agreement, TERUSA,
20 for Skysol, LLC, paid Trina a deposit of \$684,185.38 on September 21, 2021.

21 30. In each of the Implementing Agreements, Trina agreed to have Trina Solar Co. Ltd.
22 “provide the [w]arranties, insurance and related remedies for the Modules supplied” pursuant to the
23 Implementing Agreements.

24 31. In each of the Implementing Agreements, Trina also agreed to provide traceability
25 information, which would allow Plaintiffs to trace the origin of each component of the solar modules
26 to ensure that none of the contracted modules were made with forced labor or otherwise in areas of
27 the world subject to sanctions, tariffs, or other issues. To that end, Trina also promised in the
28

1 Implementing Agreements to manufacture the modules in Thailand, Vietnam, or through another
2 approved OEM supplier.

3 **B. Trina Provides Shifting and Untenable Excuses To Prepare To Breach**

4 32. Months before issuing a specific monetary demand to Plaintiffs, Trina began testing
5 reasons to support price hikes and delays. Trina's shifting and untenable excuses reveal the truth:
6 Trina's breach was planned from the start, and Trina was just looking for the most profitable way to
7 sell it to Plaintiffs.

8 33. On September 30, 2021, Trina sent TERUSA a "Notice of Force Majeure" ("FM
9 Notice"). The FM Notice stated that the Chinese government had imposed reductions on electricity
10 usage in several provinces, which was purportedly preventing Trina from manufacturing at full
11 capacity. The FM Notice did not reference any of the specific projects named in this Complaint, nor
12 did it indicate whether any solar modules Trina promised to deliver to Plaintiffs had been or were
13 slated to be manufactured in those provinces. The Implementing Agreements in fact promised that
14 Trina would manufacture the solar modules in Thailand, Vietnam, or through Trina's approved OEM
15 supplier, and the traceability requirements meant that Trina should have and would have known
16 where it was sourcing each of the Plaintiffs' modules.

17 34. On October 12, 2021, TERUSA advised Trina that its purported FM Notice was
18 insufficient and that it was rejecting the FM Notice.

19 35. Trina has never provided additional documentation or analysis supporting the claims
20 included in the FM Notice. Nor has it ever again invoked force majeure with reference to the
21 Implementing Agreements.

22 36. From August 2021 through October 2021, however, Trina tried new tactics,
23 specifically claiming that there could be possible issues stemming from an
24 antidumping/countervailing duties ("AD/CVD") petition that created uncertainty about tariffs that
25 might be assessed on its products. In short, several anonymous competing solar module
26 manufacturers alleged that Chinese solar manufacturers were circumventing tariffs on Chinese-made
27 solar products by routing those products through other countries in Southeast Asia. As Trina itself
28 acknowledged, the AD/CVD petition was rejected by November 2021.

37. Concerned about Trina's commitment to its obligations under the Implementing Agreements, TERUSA made a pointed request on November 7, 2021 that Trina provide "confirmation that the delivery planning will be respected or[,] if a defer[r]al should be expected[,] a tangible alternative not putting at risk the project feasibility."

38. Trina sat silent for nearly a month. Finally, on December 2, after TERUSA insisted on a response, Trina confirmed that "the AD CVD is out of the way" but claimed that there was now "the remaining outstanding issue" of "the US Customs and Border Protection who are blocking imports from South East Asia and putting containers in WRO." Trina purported that the customs issues related to ensuring the components were not from restricted areas – the very reason for the traceability requirement in the contracts. However, Trina neither confirmed that it planned to fulfill its obligations under the contracts, nor provided Plaintiffs with notice that they needed to seek alternate suppliers.

39. By December 27, 2021, Trina confirmed that their traceability information had been approved: in other words, that the customs issues had been resolved.

40. So when Trina presented its demand for an additional \$40 million to Plaintiffs in January 2022, it had to come up with a new justification for why it needed Plaintiffs to pay more. At that point, Trina blamed "current silicon and transport costs."

41. As Trina well knew, increased materials costs and delays in customs clearance are specifically exempted from the definition of Force Majeure in the Implementing Agreements:

7.4 Force Majeure

[...]

In any event Force Majeure Events *shall not* include:

[...]

(b) delays in customs clearance [...]

(h) lack of financial resources or material cost increases in commodities or labor [...]

42. Nor was Trina any stranger to the possibility of fluctuating prices of materials. In April 2021, months before Trina induced Plaintiffs to enter the Implementing Agreements, Trina publicly bragged about "its strong ability in supply chain risk control" in the face of "shortages and

price increases of silicon, glass and other raw and auxiliary materials.”² Indeed, at the same time it was blaming issues with raw materials for its monetary demands to TERUSA, Trina was issuing public statements that it was “now seeing the smooth-flowing supply of raw materials.”³

43. As Trina itself acknowledged, Trina’s true reason for extracting its new ransom from Plaintiffs was “to reflect market conditions” – namely, “other customers” who were “willing to pay higher prices to complete their projects” than the prices Trina had contractually agreed to with Plaintiffs.

C. Trina Breaches

44. By mid-January 2022, as Trina well knew, Plaintiffs’ alternatives were expensive and would even further delay their projects. Nonetheless, when Trina communicated that it would not perform unless Plaintiffs paid Trina more than \$40 million *on top of* the contracted-for prices, Plaintiffs decided that enough was enough.

45. As it had threatened, Trina then failed to deliver a single module under any of the Implementing Agreements.

46. Under the Implementing Agreements, Trina should already have completed its deliveries of the modules ordered for the Ellis and Skysol projects by the date of this Complaint. It should have at least begun deliveries for the Myrtle and Danish Fields projects. Trina has delivered nothing.

47. Accordingly, Trina has breached Sections 3.1 and 4.3 of each Implementing Agreement, which required that Trina deliver a specified number of modules at an agreed-upon price based on an agreed-upon schedule.

² Trina Solar, one of the global top 3 module companies, announces 2020 financial results, reporting module shipments of 15.915GW and revenues of RMB29.4 billion (April 7, 2021) available at <https://www.trinasolar.com/us/resources/newsroom/trina-solar%E7%BC%8Cone-global-top-3-module-companies%E7%BC%8Cannounces-2020-financial-results> (last visited July 7, 2022)

³ Trina Solar Chairman Gao Jifan: Better solar, better world (January 20, 2022), available at <https://www.trinasolar.com/us/newsroom/2022-chair-gao-jifan-address-210mm> (last visited July 7, 2022)

48. In the process, Trina has also breached Sections 3.2.2 and 4.4 of each Implementing Agreement, which required that Trina provide traceability information with respect to the origin of the modules and their components.

49. Plaintiffs have been forced to seek alternative suppliers of modules at higher prices and with delayed production and delivery schedules. In total, Plaintiffs have incurred over \$100 million in direct damages, a number that continues to grow.

CAUSATION AND DAMAGES

50. Trina's misrepresentations, omissions, and contract breaches proximately caused injuries to Plaintiffs.

51. Plaintiffs have performed their obligations under the Implementing Agreements. Among other things, the Implementing Agreements required Plaintiffs to pay almost \$8.75 million in down payments to Trina, which Plaintiffs paid in full. Trina has not repaid those down payments despite failing to deliver even a single module under any of the four Implementing Agreements.

52. To mitigate the effects of Trina's willful and material breach of its guaranteed delivery obligation, Plaintiffs reached agreements to buy solar modules from alternate suppliers for its projects. The amount that Plaintiffs incurred for the replacement modules is approximately \$100 million more in the aggregate than Plaintiffs would have paid for the same number of solar modules, had Trina not breached its contractual obligations.

53. Plaintiffs have also incurred significant costs attributable to the delay in sourcing alternative solar modules for the Danish Fields, Skysol, Ellis, and Myrtle projects. These costs, due to the delays caused by Trina's willful and material breach, amount to over \$100 million.

54. Trina's misrepresentations, omissions, and contract breaches caused those damages because Plaintiffs would not have entered into any of the Implementing Agreements had it known Trina's true intent was never to honor the price, delivery schedule, or sourcing requirements of the Implementing Agreements, but was instead to induce Plaintiffs' reliance to extract extortionate agreements to much higher prices on much slower delivery schedules.

55. Plaintiffs' reliance on Trina's representations was reasonable. Trina's agents were authorized to enter into the Implementing Agreements and to make the representations contained

therein, and had express or implied authority to bind Trina. Plaintiffs had no way to independently discover that Trina did not intend to honor the promises it made, and were actively misled by Trina about Trina's true intentions.

FIRST CAUSE OF ACTION

Promissory Fraud (California law)

(Against All Defendants)

56. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 55, inclusive, as if fully alleged and set forth herein.

57. By executing the Implementing Agreements, Trina made promises to Plaintiffs to perform its obligation under the contracts, including producing and delivering the solar panels on schedule and at the contracted price.

58. Trina made these promises explicitly within the Implementing Agreements and in its correspondence with Plaintiffs.

59. Trina's authorized agents for execution of the Implementing Agreements, Steven Zhu and Michael Nelson, were employees of Trina Solar (U.S.) authorized to act on behalf of Trina, and at all relevant times acted as the partners, agents, servants, employees, alter egos, successors or predecessors in interest, or contractors of the defendants, and were acting within the course and scope of such relationship, with the knowledge, express or implied, of each defendant.

60. Trina's representations or omissions were false statements about then-existing facts. Based on information and belief, Trina never intended to perform these promises when it made them.

61. Based on information and belief, Trina deliberately misrepresented its intentions in order to induce Plaintiffs' reliance on Trina's supply of solar panels for Plaintiffs' solar projects.

62. Plaintiffs believed Trina's false representations and relied to their detriment on Trina's promises to perform by foregoing other suppliers for their solar projects.

63. Plaintiffs' reliance on Trina's misrepresentations was reasonable because Trina concealed the falsity of its representations. Plaintiffs had no way of knowing or discovering Trina's intent to refuse to perform under the contracts unless Plaintiffs agreed to Trina's extortionate demands.

64. Trina's intentional misrepresentations, inducing Plaintiffs' reliance thereon, were the direct and proximate cause of Plaintiffs' losses, which Plaintiffs would not have sustained but for Trina's fraud.

65. As a result of Trina's fraud, Plaintiffs are entitled to an award of damages in an amount to be proven at trial.

66. Additionally, Plaintiffs are entitled to punitive damages as a result of Trina's fraudulent, oppressive and malicious conduct under Cal. Code of Civ. Proc. Section 3294.

SECOND CAUSE OF ACTION

Fraudulent Inducement (California law)

(Against All Defendants)

67. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 55, inclusive, as if fully alleged and set forth herein.

68. Trina made false representations or omissions about material facts to Plaintiffs as alleged above and herein, including:

- (1) That Trina intended (and agreed) to sell the specified volumes of solar modules to Plaintiffs at the prices specified in the Implementing Agreements;
- (2) That Trina intended (and agreed) to deliver the solar modules in accordance with the delivery schedules specified in the Implementing Agreements;
- (3) That Trina intended (and agreed) to manufacture the solar modules in Trina's factories in Vietnam, Thailand, or Trina's approved OEM supplies; and
- (4) That Trina intended (and agreed) to implement and maintain a supply chain traceability program to identify the origin of modules and their components to prevent the use of forced labor.

69. Trina's representations or omissions were false statements about then-existing facts. Trina knew it had no intention of honoring the prices or delivery schedules it agreed to, among other misrepresentations and omissions alleged above. Trina knew that regardless of market conditions or

1 purported “force majeure” events, Trina would seek to delay delivery, request a higher price from
2 Plaintiffs, or otherwise refuse to perform its obligations as referenced above and herein.

3 70. Trina knew that the misrepresentations or omissions were false; or Trina made the
4 misrepresentations and omissions recklessly and without regard for its truth, knowing that it had
5 insufficient knowledge upon which to base its misrepresentations and omissions and lacking belief
6 in the truth of the representations.

7 71. Trina’s authorized agents for execution of the Implementing Agreements, Steven Zhu
8 and Michael Nelson, were employees of Trina Solar (U.S.) authorized to act on behalf of Trina, and
9 at all relevant times acted as the partners, agents, servants, employees, alter egos, successors or
10 predecessors in interest, or contractors of the defendants, and were acting within the course and scope
11 of such relationship, with the knowledge, express or implied, of each defendant.

12 72. Trina made the misrepresentations or material omissions of fact for the purpose of
13 inducing Plaintiffs to rely upon them.

14 73. Plaintiffs, acting reasonably and in ignorance of the falsity of Trina’s
15 misrepresentations and omissions, justifiably relied upon Trina’s misrepresentations or material
16 omissions of fact and were induced to enter the Implementing Agreements.

17 74. Plaintiffs were injured and suffered damages as a result of their reliance on Trina’s
18 misrepresentations and material omissions of fact.

19 **THIRD CAUSE OF ACTION**

20 **Breach of Contract (New York law)**

21 **(Against Trina Solar (U.S.), Inc. Only)**

22 75. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through
23 55, inclusive, as if fully alleged and set forth herein.

24 76. The Implementing Agreements contain a mandatory choice of law provision selecting
25 New York law for “all disputes arising out of, or relating in any way to” the Implementing
26 Agreement[s] (§ 6). New York law applies to Plaintiffs’ breach of contract claim.

27 77. The Implementing Agreements were valid and enforceable contracts lawfully entered
28 into by Plaintiffs and Trina.

1 78. Plaintiffs fully performed all terms and conditions of the Implementing Agreements
2 or, in the alternative, such performance was excused.

3 79. Trina materially and willfully breached the Implementing Agreements by, among
4 other things:

5 (1) failing to deliver solar modules to Plaintiffs in accordance with the Delivery
6 Schedules the parties agreed to in the Implementing Agreements;

7 (2) failing to honor the price and payment terms the parties agreed to in the
8 Implementing Agreements; and

9 (3) failing to provide traceability information or proof of a traceability program for
10 its modules.

11 80. Trina has further repudiated its obligations under the Implementing Agreements by,
12 *inter alia*, repeatedly threatening to reallocate production slots contracted-for by Plaintiffs to other
13 Trina customers unless Plaintiffs agreed to its unfavorable modifications to the Agreements.

14 81. As a direct and proximate result of Trina's material and willful breach and repudiation
15 of the Implementing Agreements, Plaintiffs have suffered and continue to suffer damages.

16 **FOURTH CAUSE OF ACTION**

17 **Declaratory Relief**

18 **(Against Trina Solar (U.S.), Inc. Only)**

19 82. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through
20 55 inclusive, as if fully alleged and set forth herein.

21 83. An actual controversy has arisen and now exists between Plaintiffs and Trina
22 concerning their respective rights and duties under or with respect to the Implementing Agreements.

23 84. Pursuant to California Code of Civil Procedure § 1060 *et seq.*, Plaintiffs request the
24 Court declare that, pursuant to Section 7.4 of the Implementing Agreements, Trina failed to provide
25 proper notice to Plaintiffs of a Force Majeure Event such that it would excuse Trina's willful and
26 material breach of the Implementing Agreements or limit any damages owed to Plaintiffs under the
27 Agreements.
28

1 85. In the alternative, Plaintiffs request the Court declare that the electrical reductions that
2 were the subject of the September 30 FM Notice do not constitute Force Majeure events as
3 contemplated by Section 7.4 of each of the Implementing Agreements.

4 **PRAYER FOR RELIEF**

5 Plaintiffs respectfully demand judgment against Defendants as follows:

- 6 a. For incidental, compensatory, consequential, and punitive damages in an
7 amount to be determined at trial;
- 8 b. For costs and disbursements in this action;
- 9 c. For prejudgment and post-judgment interest;
- 10 d. A declaratory judgment as requested above; and
- 11 e. Such additional and further relief as the Court may deem just and proper,
12 including relief allowed by equity and law.

13
14 Dated: July 18, 2022

HUESTON HENNIGAN LLP

15
16 By: 

17 John C. Hueston
18 Moez M. Kaba
19 Vicki Chou
20 Christine Woodin

21 Attorneys for Plaintiffs TotalEnergies
22 Renewables USA, LLC, Danish Fields
23 Solar, LLC, Skysol, LLC, Ellis Solar,
24 LLC, and Myrtle Solar, LLC
25
26
27
28

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar Number, and Address)

John C. Hueston, SBN 164921; Vicki Chou, SBN 248598

HUESTON HENNIGAN LLP, 523 W. 6th Street, Suite 400, Los Angeles, CA 90014

TELEPHONE NO.: (213) 788-4340

FAX NO. (Optional): (888) 775-0898

E-MAIL ADDRESS: jhueston@hueston.com; vchou@hueston.com

ATTORNEY FOR (Name): Plaintiffs TotalEnergies Renewables USA, LLC, et al.

FOR COURT USE ONLY

ELECTRONICALLY FILEDSuperior Court of California,
County of Alameda

07/18/2022 at 12:55:41 PM

By: Cheryl Clark,
Deputy Clerk**SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

STREET ADDRESS: 24405 Amador Street

MAILING ADDRESS: 24405 Amador Street

CITY AND ZIP CODE: Hayward, CA, 94544

BRANCH NAME: Hayward Hall of Justice

CASE NAME:

TotalEnergies Renewables USA, LLC, et al., v. Trina Solar (U.S.), Inc., et al.

CIVIL CASE COVER SHEET

☒ **Unlimited** (Amount demanded exceeds \$25,000)

☐ **Limited** (Amount demanded is \$25,000 or less)

Complex Case Designation

☐ Counter ☐ Joinder

Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER:

22CV014525

JUDGE:

DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:**Auto Tort**

☐ Auto (22)

☐ Uninsured motorist (46)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

☐ Asbestos (04)

☐ Product liability (24)

☐ Medical malpractice (45)

☐ Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort

☐ Business tort/unfair business practice (07)

☐ Civil rights (08)

☐ Defamation (13)

☒ Fraud (16)

☐ Intellectual property (19)

☐ Professional negligence (25)

☐ Other non-PI/PD/WD tort (35)

Employment

☐ Wrongful termination (36)

☐ Other employment (15)

Contract

☐ Breach of contract/warranty (06)

☐ Rule 3.740 collections (09)

☐ Other collections (09)

☐ Insurance coverage (18)

☐ Other contract (37)

Real Property

☐ Eminent domain/Inverse condemnation (14)

☐ Wrongful eviction (33)

☐ Other real property (26)

Unlawful Detainer

☐ Commercial (31)

☐ Residential (32)

☐ Drugs (38)

Judicial Review

☐ Asset forfeiture (05)

☐ Petition re: arbitration award (11)

☐ Writ of mandate (02)

☐ Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)

☐ Antitrust/Trade regulation (03)

☐ Construction defect (10)

☐ Mass tort (40)

☐ Securities litigation (28)

☐ Environmental/Toxic tort (30)

☐ Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment☐ Enforcement of judgment (20)**Miscellaneous Civil Complaint**

☐ RICO (27)

☐ Other complaint (not specified above) (42)

Miscellaneous Civil Petition

☐ Partnership and corporate governance (21)

☐ Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- a. ☐ Large number of separately represented parties
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
- c. ☐ Substantial amount of documentary evidence
- d. ☐ Large number of witnesses
- e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- f. ☐ Substantial postjudgment judicial supervision

3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive

4. Number of causes of action (specify): Four

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 18, 2022

Vicki Chou

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

F. ADDENDUM TO CIVIL CASE COVER SHEET

Short Title:	Case Number:
TotalEnergies Renewables USA, LLC, et al., v. Trina Solar (U.S.), Inc., et al.	

CIVIL CASE COVER SHEET ADDENDUM

**THIS FORM IS REQUIRED IN ALL NEW UNLIMITED CIVIL CASE FILINGS IN THE
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA**

[☒] Hayward Hall of Justice (447)[☐] Oakland, Rene C. Davidson Alameda County Courthouse (446)[☐] Pleasanton, Gale-Schenone Hall of Justice (448)

Civil Case Cover Sheet Category	Civil Case Cover Sheet Case Type	Alameda County Case Type (check only one)
Auto Tort	Auto tort (22)	[☐] 34 Auto tort (G) Is this an uninsured motorist case? [☐] yes [☐] no
Other PI /PD / WD Tort	Asbestos (04) Product liability (24) Medical malpractice (45) Other PI/PD/WD tort (23)	[☐] 75 Asbestos (D) [☐] 89 Product liability (<u>not</u> asbestos or toxic tort/environmental) (G) [☐] 97 Medical malpractice (G) [☐] 33 Other PI/PD/WD tort (G)
Non - PI /PD / WD Tort	Bus tort / unfair bus. practice (07) Civil rights (08) Defamation (13) Fraud (16) Intellectual property (19) Professional negligence (25) Other non-PI/PD/WD tort (35)	[☐] 79 Bus tort / unfair bus. practice (G) [☐] 80 Civil rights (G) [☐] 84 Defamation (G) [☒] 24 Fraud (G) [☐] 87 Intellectual property (G) [☐] 59 Professional negligence - non-medical (G) [☐] 03 Other non-PI/PD/WD tort (G)
Employment	Wrongful termination (36) Other employment (15)	[☐] 38 Wrongful termination (G) [☐] 85 Other employment (G) [☐] 53 Labor comm award confirmation [☐] 54 Notice of appeal - L.C.A.
Contract	Breach contract / Wrnty (06) Collections (09) Insurance coverage (18) Other contract (37)	[☐] 04 Breach contract / Wrnty (G) [☐] 81 Collections (G) [☐] 86 Ins. coverage - non-complex (G) [☐] 98 Other contract (G)
Real Property	Eminent domain / Inv Cdm (14) Wrongful eviction (33) Other real property (26)	[☐] 18 Eminent domain / Inv Cdm (G) [☐] 17 Wrongful eviction (G) [☐] 36 Other real property (G)
Unlawful Detainer	Commercial (31) Residential (32) Drugs (38)	[☐] 94 Unlawful Detainer - commercial [☐] 47 Unlawful Detainer - residential [☐] 21 Unlawful detainer - drugs Is the deft. in possession of the property? [☐] Yes [☐] No
Judicial Review	Asset forfeiture (05) Petition re: arbitration award (11) Writ of Mandate (02) Other judicial review (39)	[☐] 41 Asset forfeiture [☐] 62 Pet. re: arbitration award [☐] 49 Writ of mandate Is this a CEQA action (Publ.Res.Code section 21000 et seq) [☐] Yes [☐] No [☐] 64 Other judicial review
Provisionally Complex	Antitrust / Trade regulation (03) Construction defect (10) Claims involving mass tort (40) Securities litigation (28) Toxic tort / Environmental (30) Ins covrg from cmplx case type (41)	[☐] 77 Antitrust / Trade regulation [☐] 82 Construction defect [☐] 78 Claims involving mass tort [☐] 91 Securities litigation [☐] 93 Toxic tort / Environmental [☐] 95 Ins covrg from complex case type
Enforcement of Judgment	Enforcement of judgment (20)	[☐] 19 Enforcement of judgment [☐] 08 Confession of judgment
Misc Complaint	RICO (27) Partnership / Corp. governance (21) Other complaint (42)	[☐] 90 RICO (G) [☐] 88 Partnership / Corp. governance (G) [☐] 68 All other complaints (G)
Misc. Civil Petition	Other petition (43)	[☐] 06 Change of name [☐] 69 Other petition

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/18/2022
PLAINTIFF(S): TotalEnergies Renewables USA, LLC et al	Clerk of the Court By: <i>Cheryl Clark</i> Deputy C. Clark
DEFENDANT(S): Trina Solar (U.S.), Inc. et al	
NOTICE OF CASE ASSIGNMENT	CASE NUMBER: 22CV014525

THIS FORM IS TO BE SERVED WITH THE SUMMONS AND COMPLAINT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

Pursuant to Rule 3.734 of the California Rules of Court and Title 3 Chapter 2 of the Local Rules of the Superior Court of California, County of Alameda, this action is hereby assigned by the Presiding Judge for all purposes to:

ASSIGNED JUDGE: Jeffrey Brand
DEPARTMENT: 22
LOCATION: Rene C. Davidson Courthouse
Administration Building, 1221 Oak Street, Oakland, CA 94612
PHONE NUMBER: (510) 267-6938
FAX NUMBER:
EMAIL ADDRESS: Dept22@alameda.courts.ca.gov

Under direct calendaring, this case is assigned to a single judge for all purposes including trial.

Please note: In this case, any challenge pursuant to Code of Civil Procedures section 170.6 must be exercised within the time period by law. (See Code of Civ. Proc. §§ 170.6, subd. (a.)(2) and 101.3)

NOTICE OF NONAVAILABILITY OF COURT REPORTERS: Effective June 4, 2012, the court will not provide a court reporter for civil law and motion hearings, any other hearing or trial in civil departments, or any afternoon hearing in Department 201 (probate). Parties may arrange and pay for the attendance of a certified shorthand reporter. In limited jurisdiction cases, parties may request electronic recording. Amended Local Rule 3.95 states: "Except as otherwise required by law, in general civil case and probate departments, the services of an official court reporter are not normally available. For civil trials, each party must serve and file a statement before the trial date indicating whether the party requests the presence of an official court reporter."

GENERAL PROCEDURES

Following assignment of a civil case to a specific department, all pleadings, papers, forms, documents and writings can be submitted for filing at either Civil Clerk's Office, located at the Rene C. Davidson Courthouse, Room 109, 1225 Fallon Street, Oakland, California, 94612, and the Hayward Hall of Justice, 24405 Amador Street, Hayward, California, 94544 and through Civil e-filing. Information regarding Civil e-filing can be found on the courts website. All documents, with the exception of the original summons and the original civil complaint, shall have clearly typed on the face page of each document, under the case number, the following:

NOTICE OF CASE ASSIGNMENT

ASSIGNED FOR ALL PURPOSES TO
JUDGE Jeffrey Brand
DEPARTMENT 22

All parties are expected to know and comply with the Local Rules of this Court, which are available on the court's website at [http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules\(1\)](http://www.alameda.courts.ca.gov/Pages.aspx/Local-Rules(1)) and with the California Rules of Court, which are available at www.courtinfo.ca.gov.

Parties must meet and confer to discuss the effective use of mediation or other alternative dispute processed (ADR) prior to the Initial Case Management Conference. The court encourages parties to file a "Stipulation to Attend ADR and Delay Initial Case Management Conference for 90 Days." The court's website contains this form and other ADR information. If the parties do not stipulate to attend ADR, the parties must be prepared to discuss referral to ADR at the Initial Case Management Conference.

COURT RESERVATIONS

The use of the Court Reservation System (CRS) is now mandated in many civil courtrooms within the Alameda County Superior Court. Instead of calling or emailing the courtroom to make a reservation, parties with a case assigned to a courtroom using CRS are directed to utilize CRS to make and manage their own reservations, within parameters set by the courtrooms. CRS is available 24 hours a day, seven days a week and reservations can be made from a computer or smart phone. Please note, you are prohibited from reserving more than one hearing date for the same motion.

Prior to scheduling any motion on CRS, including any Applications for Orders for Appearance and Examination, or continuing any motion, please review the online information (if any) for the courtroom in which you are reserving. There may be specific and important conditions associated with certain motions and proceedings. Information is available on the court's eCourt Public Portal at www.eportal.alameda.courts.ca.gov.

Chad Finke, Executive Officer / Clerk of the Court

By



C. Clark, Deputy Clerk

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA		Reserved for Clerk's File Stamp FILED Superior Court of California County of Alameda 07/18/2022 Clad File, Executive Officer / Clerk of the Court By: <u><i>Cheryl Clark</i></u> Deputy C. C. Clark
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		
PLAINTIFF: TotalEnergies Renewables USA, LLC et al		
DEFENDANT: Trina Solar (U.S.), Inc. et al		
NOTICE OF CASE MANAGEMENT CONFERENCE		CASE NUMBER: 22CV014525

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve all named defendants and file proofs of service on those defendants with the court within 60 days of the filing of the complaint (Cal. Rules of Court, 3.110(b)).

Give notice of this conference to all other parties and file proof of service.

Your Case Management Conference has been scheduled on:

Date: 11/30/2022	Time: 2:30 PM	Dept.: 22
Location: Rene C. Davidson Courthouse Administration Building, 1221 Oak Street, Oakland, CA 94612		

TO DEFENDANT(S)/ATTORNEY(S) FOR DEFENDANT(S) OF RECORD:

The setting of the Case Management Conference does not exempt the defendant from filing a responsive pleading as required by law, you must respond as stated on the summons.

TO ALL PARTIES who have appeared before the date of the conference must:

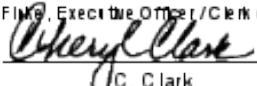
Pursuant to California Rules of Court, 3.725, a completed Case Management Statement (Judicial Council form CM-110) must be filed and served at least 15 calendar days before the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record.

Meet and confer, in person or by telephone as required by Cal. Rules of Court, rule 3.724.

Post jury fees as required by Code of Civil Procedure section 631.

If you do not follow the orders above, the court may issue an order to show cause why you should not be sanctioned under Cal. Rules of Court, rule 2.30. Sanctions may include monetary sanctions, striking pleadings or dismissal of the action.

The judge may place a Tentative Case Management Order in your case's on-line register of actions before the conference. This order may establish a discovery schedule, set a trial date or refer the case to Alternate Dispute Resolution, such as mediation or arbitration. Check the court's eCourt Public Portal for each assigned department's procedures regarding tentative case management orders at <https://eportal.alameda.courts.ca.gov>.

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/18/2022
PLAINTIFF/PETITIONER: TotalEnergies Renewables USA, LLC et al	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Trina Solar (U.S.), Inc. et al	C. Clark
CERTIFICATE OF MAILING	CASE NUMBER: 22CV014525

I, the below-named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below by placing the document for collection and mailing so as to cause it to be deposited in the United States mail at the courthouse in Oakland, California, one copy of the original filed/entered herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid, in accordance with standard court practices.

Vicki Chou
Hueston Hennigan LLP
523 W 6th St, Ste 400
Los Angeles, CA 90014

Chad Finke, Executive Officer / Clerk of the Court

Dated: 07/19/2022

By:



C. Clark, Deputy Clerk

CERTIFICATE OF MAILING

HUESTON HENNIGAN LLP
John C. Hueston, State Bar No. 164921
jhueston@hueston.com
Moez M. Kaba, State Bar No. 257456
mkaba@hueston.com
Vicki Chou, State Bar No. 248598
vchou@hueston.com
Christine Woodin, State Bar No. 295023
cwoodin@hueston.com
523 West 6th Street, Suite 400
Los Angeles, CA 90014
Telephone: (213) 788-4340
Facsimile: (888) 775-0898

Attorneys for Plaintiffs
TotalEnergies Renewables USA, LLC, Danish Fields Solar,
LLC, Skysol, LLC, Ellis Solar, LLC, and Myrtle Solar, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TOTALENERGIES RENEWABLES USA,
LLC; DANISH FIELDS SOLAR, LLC;
SKYSOL, LLC; ELLIS SOLAR, LLC; and
MYRTLE SOLAR, LLC,

Plaintiffs,

vs.

TRINA SOLAR (U.S.), INC.; TRINA SOLAR
CO. LTD.; and DOES 1 through 10, inclusive,

Defendants.

Case No.

**PROOF OF SERVICE OF SUMMONS,
COMPLAINT, CIVIL CASE COVER
SHEET AND ADDENDUM, NOTICE OF
CASE ASSIGNMENT, AND NOTICE OF
CASE MANAGEMENT CONFERENCE,
AND CERTIFICATE OF MAILING ON
DEFENDANT TRINA SOLAR CO., LTD.**

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

07/19/2022 at 05:25:39 PM

By: Penelope Cabrera-Gamez,
Deputy Clerk

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address) JOHN C. HUESTON, (SBN 164921) MOEZ M. KABA, (SBN 257456) VICKI CHOU, (SBN 248598) CHRISTINE WOODIN, (SBN 295023) HUESTON HENNIGAN LLP 523 WEST 6 TH STREET, SUITE 400 LOS ANGELES, CA 90014 TELEPHONE NO.: (213) 788-4340 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFFS TOTALENERGIES RENEWABLES USA, LLC, ET AL.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 24405 AMADOR STREET MAILING ADDRESS: CITY AND ZIP CODE: HAYWARD, CA 94544 BRANCH NAME:	
PLAINTIFF/PETITIONER: TOTALENERGIES RENEWABLES USA, LLC, ET AL. DEFENDANT/RESPONDENT: TRINA SOLAR (U.S.), INC., ET AL.	CASE NUMBER: 22CV014525
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 1157664JR

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of :
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☒ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): NOTICE OF CASE ASSIGNMENT; CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE MANAGEMENT CONFERENCE; CERTIFICATE OF MAILING
3.
 - a. Party served: (specify name of party as shown on documents served):
TRINA SOLAR CO., LTD.
 - b. Person served (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)(specify name and relationship to the party named in item 3a):
CT CORPORATION SYSTEM INC., REGISTERED AGENT, BY SERVING DIANA RUIZ, AUTHORIZED AGENT
4. Address where the party was served: 330 N. BRAND BLVD., STE. 700
GLENDAL, CA 91203
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): JULY 19, 2022 (2) at: (time) 12:45 PM
 - b. ☐ **by substituted service.** On (date): _____ at: (time) _____. I left the documents listed in item 2 with or in the presence of (name and title or relationship to the person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ (city): _____ or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLANTIFF/PETITIONER: TOTALENERGIES RENEWABLES USA, LLC, ET AL.	CASE NUMBER:
DEFENDANT/RESPONDENT: TRINA SOLAR (U.S.), INC., ET AL.	22CV014525

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

- (1) (date): (1) (city):
 (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* (form 982(a)(4)) and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt (form 982(a)(4)).*) (Code Civ. Proc., § 415.30.)
 (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant
 b. ☐ as the person sued under the fictitious name of (specify):
 c. ☒ on behalf of (specify): TRINA SOLAR CO., LTD.
 under the following Code of Civil Procedure section:
☒ 416.10 (corporation) ☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation) ☐ 416.60 (minor)
☐ 416.30 (joint stock company/association) ☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership) ☐ 416.90 (authorized person)
☐ 416.50 (public entity) ☐ 415.46 (occupant)
☐ other:

7. Person who served papers

- a. Name: KARAPET ARAKELYAN
 b. Address: **800 W. 1ST STREET, SUITE 200-B**
LOS ANGELES, CALIFORNIA 90012
 c. Telephone number: **(213) 607-9000**
 d. The fee for service was: \$ 99.50
 e. I am:



- (1) ☐ not a registered California process server.
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
 (3) ☒ registered California process server:
 (i) ☐ owner ☐ Employee ☒ independent contractor.
 (ii) ☒ Registration No.: 2022087156
 (iii) ☒ County: LOS ANGELES

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: JULY 19, 2022

KARAPET ARAKELYAN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHALL)

(SIGNATURE)

ELECTRONICALLY FILED

Superior Court of California,
County of Alameda

07/19/2022 at 05:22:39 PM

By: Curtiyah Ganter,
Deputy Clerk

HUESTON HENNIGAN LLP
John C. Hueston, State Bar No. 164921
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Los Angeles, CA 90014
Telephone: (213) 788-4340
Facsimile: (888) 775-0898

Attorneys for Plaintiffs
TotalEnergies Renewables USA, LLC, Danish Fields Solar,
LLC, Skysol, LLC, Ellis Solar, LLC, and Myrtle Solar, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TOTALENERGIES RENEWABLES USA,
LLC; DANISH FIELDS SOLAR, LLC;
SKYSOL, LLC; ELLIS SOLAR, LLC; and
MYRTLE SOLAR, LLC,

Plaintiffs,

vs.

TRINA SOLAR (U.S.), INC.; TRINA SOLAR
CO. LTD.; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV014525

**PROOF OF SERVICE OF SUMMONS,
COMPLAINT, CIVIL CASE COVER
SHEET AND ADDENDUM, NOTICE OF
CASE ASSIGNMENT, AND NOTICE OF
CASE MANAGEMENT CONFERENCE,
AND CERTIFICATE OF MAILING ON
DEFENDANT TRINA SOLAR (U.S.), INC.**

ATTORNEY OR PARTY WITHOUT ATTORNEY (name and Address) JOHN C. HUESTON, (SBN 164921) MOEZ M. KABA, (SBN 257456) VICKI CHOU, (SBN 248598) CHRISTINE WOODIN, (SBN 295023) HUESTON HENNIGAN LLP 523 WEST 6 TH STREET, SUITE 400 LOS ANGELES, CA 90014 TELEPHONE NO.: (213) 788-4340 FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name): PLAINTIFFS TOTAENERGIES RENEWABLES USA, LLC, ET AL.	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 24405 AMADOR STREET MAILING ADDRESS: CITY AND ZIP CODE: HAYWARD, CA 94544 BRANCH NAME:	
PLAINTIFF/PETITIONER: TOTAENERGIES RENEWABLES USA, LLC, ET AL. DEFENDANT/RESPONDENT: TRINA SOLAR (U.S.), INC., ET AL.	CASE NUMBER: 22CV014525
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: 1157663JR

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of :
 - a. ☒ Summons
 - b. ☒ Complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☒ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☒ other (specify documents): NOTICE OF CASE ASSIGNMENT; CIVIL CASE COVER SHEET ADDENDUM AND STATEMENT OF LOCATION; NOTICE OF CASE MANAGEMENT CONFERENCE; CERTIFICATE OF MAILING
3.
 - a. Party served: (specify name of party as shown on documents served):
TRINA SOLAR (U.S.), INC.
 - b. Person served (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made)(specify name and relationship to the party named in item 3a):
CT CORPORATION SYSTEM INC., REGISTERED AGENT, BY SERVING DIANA RUIZ, AUTHORIZED AGENT
4. Address where the party was served: 330 N. BRAND BLVD., STE. 700
GLENDAL, CA 91203
5. I served the party (check proper box)
 - a. ☒ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): JULY 19, 2022 (2) at: (time) 12:45 PM
 - b. ☐ **by substituted service.** On (date): _____ at: (time) _____. I left the documents listed in item 2 with or in the presence of (name and title or relationship to the person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): _____ (city): _____ or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

PLANTIFF/PETITIONER: TOTALENERGIES RENEWABLES USA, LLC, ET AL.	CASE NUMBER:
DEFENDANT/RESPONDENT: TRINA SOLAR (U.S.), INC., ET AL.	22CV014525

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,

- (1) (date): (1) (city):
 (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* (form 982(a)(4)) and a postage-paid return envelope addressed to me. (*Attach completed Notice and Acknowledgement of Receipt (form 982(a)(4)).*) (Code Civ. Proc., § 415.30.)
 (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)

d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant
 b. ☐ as the person sued under the fictitious name of (specify):
 c. ☒ on behalf of (specify): TRINA SOLAR (U.S.), INC.
 under the following Code of Civil Procedure section:
☒ 416.10 (corporation) ☐ 415.95 (business organization, form unknown)
☐ 416.20 (defunct corporation) ☐ 416.60 (minor)
☐ 416.30 (joint stock company/association) ☐ 416.70 (ward or conservatee)
☐ 416.40 (association or partnership) ☐ 416.90 (authorized person)
☐ 416.50 (public entity) ☐ 415.46 (occupant)
☐ other:

7. Person who served papers

- a. Name: KARAPET ARAKELYAN
 b. Address: **800 W. 1ST STREET, SUITE 200-B
 LOS ANGELES, CALIFORNIA 90012**
 c. Telephone number: **(213) 607-9000**
 d. The fee for service was: \$ 149.00
 e. I am:



- (1) ☐ not a registered California process server.
 (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
 (3) ☒ registered California process server:
 (i) ☐ owner ☐ Employee ☒ independent contractor.
 (ii) ☒ Registration No.: 2022087156
 (iii) ☒ County: LOS ANGELES

8. ☒ I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Or

9. ☐ I am a California sheriff or marshal and I certify that the foregoing is true and correct.

Date: JULY 19, 2022

KARAPET ARAKELYAN

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHALL)

(SIGNATURE)



Service of Process Transmittal Summary

TO: Nathan Williams
Trina Solar Limited
7100 STEVENSON BLVD
FREMONT, CA 94538-2485

RE: Process Served in California

FOR: TRINA SOLAR (U.S.) HOLDING INC. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: TOTALENERGIES RENEWABLES USA, LLC; DANISH FIELDS SOLAR, LLC; SKYSOL, LLC; ELLIS SOLAR, LLC; and MYRTLE SOLAR, LLC vs. TRINA SOLAR (U.S.), INC.

CASE #: 22CV014525

PROCESS SERVED ON: C T Corporation System, GLENDALE, CA

DATE/METHOD OF SERVICE: By Process Server on 08/03/2022 at 02:44

JURISDICTION SERVED: California

ACTION ITEMS: CT will retain the current log
Image SOP
Email Notification, Nathan Williams nathan.williams@trinasolar.com

REGISTERED AGENT CONTACT: C T Corporation System
330 N BRAND BLVD
STE 700
GLENDALE, CA 91203
866-539-8692
CorporationTeam@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Wed, Aug 3, 2022
Server Name: DROP SERVICE

Entity Served	TRINA SOLAR CO LTD
Case Number	22CV014525
Jurisdiction	CA

Inserts		



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Attorneys for Plaintiffs
TotalEnergies Renewables USA, LLC, Danish Fields Solar,
LLC, Skysol, LLC, Ellis Solar, LLC, and Myrtle Solar, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

TOTALENERGIES RENEWABLES USA,
LLC; DANISH FIELDS SOLAR, LLC;
SKYSOL, LLC; ELLIS SOLAR, LLC; and
MYRTLE SOLAR, LLC,

Plaintiffs,

vs.

TRINA SOLAR (U.S.), INC.; TRINA SOLAR
CO., LTD.; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22CV014525

**PLAINTIFF TOTALENERGIES
RENEWABLES, USA, LLC'S CORRECTED
REQUESTS FOR ADMISSION TO
DEFENDANT TRINA SOLAR (U.S.), INC.,
SET ONE**

PROPOUNDING PARTY: PLAINTIFF TOTALENERGIES RENEWABLES, USA, LLC

RESPONDING PARTY: DEFENDANT TRINA SOLAR (U.S.), INC.

SET NO.: ONE

Pursuant to Code of Civil Procedure Sections 2033.010 *et seq.*, Plaintiff TotalEnergies Renewables USA, Ltd. requests that Defendant Trina Solar (U.S.), Inc. answer the following requests for admission within thirty (30) days after the service hereof. The following requests replace PLAINTIFF TOTALENERGIES RENEWABLES, USA, LLC'S REQUESTS FOR ADMISSION TO DEFENDANT TRINA SOLAR (U.S.), INC., SET ONE served on July 29th, 2022, and therefore should not be counted cumulatively with each other.

DEFINITIONS

1. The term "COMPLAINT" refers to the Original Complaint filed in this action on July 18, 2022.
2. The term "TERUSA" refers to Plaintiff TotalEnergies Renewables USA, LLC.
3. The term "PLAINTIFFS" refers collectively to Plaintiffs TotalEnergies Renewables USA, LLC; Danish Fields Solar, LLC; Skysol, LLC; Ellis Solar, LLC; and Myrtle Solar, LLC.
4. The term "TRINA GLOBAL" refers to Defendant TRINA SOLAR CO., LTD.
5. The terms "YOU," "YOUR," or "TRINA" refer to Defendant TRINA SOLAR (U.S.), INC.
6. The term "FRAMEWORK AGREEMENT" refers to the contract between Total Global Procurement and Trina Solar (Schweiz) AG, dated July 29, 2020, setting forth the general terms and conditions of the sale of PV MODULES to PLAINTIFFS.
7. The term "IMPLEMENTING AGREEMENTS" refers to the following contracts:
 - a) The Myrtle Implementing Agreement, executed by Myrtle Solar, LLC and TRINA on July 9, 2021. *See* Complaint at ¶ 26.
 - b) The Ellis Implement Agreement, executed by Ellis, LLC and TRINA on August 24, 2021. *See* Complaint at ¶ 27.
 - c) The Danish Fields Implementing Agreement, executed by Danish Fields Solar, LLC and TRINA in August 2021. *See* Complaint at ¶ 28.
 - d) The Skysol Implementing Agreement, executed by Skysol, LLC and TRINA on August 24, 2021. *See* Complaint at ¶ 29.

8. The term “FORCE MAJEURE EVENT” refers to an unforeseeable and unavoidable catastrophe that is beyond the control of a party to a contract and prevents that party from performing all or part of the contract.

9. The term “NOTICE OF FORCE MAJEURE” or “NOTICE” refers to the letter sent by Trina Solar (Schweiz) AG to PLAINTIFFS on September 30, 2021, regarding a reduction in electricity usage imposed by the Chinese Government, which purportedly prevented TRINA from meeting its contractual obligations. *See* Complaint at ¶ 33.

10. The term “ANTIDUMPING/COUNTERVAILING DUTIES PETITION” refers to the purported petition accusing Chinese solar manufacturers of circumventing Tariffs on Chinese-Made solar products. *See* Complaint at ¶ 36.

11. The term “PHOTOVOLTAIC MODULES” or “PV MODULES” refers to solar panels manufactured and supplied by TRINA.

REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

Admit that TRINA did not supply any PV MODULES to PLAINTIFFS pursuant to the IMPLEMENTING AGREEMENTS.

REQUEST FOR ADMISSION NO. 2:

Admit that changes in market conditions could not nullify TRINA’s obligations under the IMPLEMENTING AGREEMENTS, unless such changes amounted to a FORCE MAJEURE EVENT.

REQUEST FOR ADMISSION NO. 3:

Admit that TRINA never provided PLAINTIFFS with any updates or additional documentation to support the statements in the NOTICE OF FORCE MAJEURE.

REQUEST FOR ADMISSION NO. 4:

Admit that TRINA did not supply PLAINTIFFS with information and documentation providing precise and accurate traceability of any PV MODULES.

REQUEST FOR ADMISSION NO. 5:

Admit that under the terms of the IMPLEMENTING AGREEMENTS, TRINA was obligated to have PV MODULES in production for TERUSA by January 2022.

REQUEST FOR ADMISSION NO. 6:

Admit that, between July 9, 2021, and April 26, 2022, TRINA had the available inventory of PV MODULES to perform TRINA's obligations under the IMPLEMENTING AGREEMENTS.

REQUEST FOR ADMISSION NO. 7:

Admit that YOU requested PLAINTIFFS pay higher prices for PV MODULES than the prices YOU agreed to in the IMPLEMENTING AGREEMENTS.

REQUEST FOR ADMISSION NO. 8:

Admit that YOU would have provided PV MODULES to PLAINTIFFS if PLAINTIFFS had agreed to pay the higher prices YOU requested.

REQUEST FOR ADMISSION NO. 9:

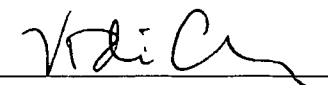
Admit that the average price of PV MODULES increased between July 9, 2021, and January 7, 2022.

REQUEST FOR ADMISSION NO. 10:

Admit that the consequence of the ANTIDUMPING/COUNTERVAILING DUTIES PETITION were potential delays in customs clearance and potential imposition of tariffs.

August, 2, 2022

HUESTON HENNIGAN LLP

By: 

John C. Hueston
Moez M. Kaba
Vicki Chou
Attorneys for Plaintiffs