

EXPERT ASSESSMENT

Solar Energy System — Sales Representation & Economic Performance Review

[Homeowner] v. [Solar Installer]

Residential Solar PV — Texas Deregulated Retail Market

PREPARED BY

Solar Forensic Consulting Group

Prepared at the request of counsel for the Homeowner

Date of Report: April 2026

SAMPLE — PUBLISHED WORK PRODUCT

This is a redacted excerpt of an actual expert assessment, published as a work sample. All party names, addresses, account and instrument numbers, the legal property description, and other case-identifying details have been removed or replaced with generic placeholders. The technical analysis, methodology, and publicly available source citations are reproduced as written.

I. Scope of Opinion, Qualifications, and Methodology

A. Scope of Report

SolarFCG have been engaged by counsel for the Homeowner to provide an independent technical and industry-practice assessment of the residential solar photovoltaic (PV) system sold and installed by the solar installer (“the Installer”) at the subject property in Texas. This assessment is limited to the following subject-matter areas, all of which are within my professional expertise as a solar industry practitioner:

- System engineering performance, including expected versus actual production;
- The economic mechanics of net energy use in the Texas deregulated retail electricity market, including the difference between retail consumption rates, wholesale solar export credits, and utility delivery (TDU) charges;
- Industry practice in 2021–2022 regarding the contents of residential solar installation contracts, utility-savings analyses, and solar-specific consumer loan documents;
- Industry practice in 2021–2022 regarding the use of “dealer fees,” “platform fees,” and similar charges to subsidize below-market advertised APRs on residential solar loans;
- Factual observations about which items of information are, and are not, contained in the documents listed in Section III.

I do not offer legal opinions. I do not opine on whether the Installer violated any statute, whether any disclosure satisfied any legal standard, or what the parties knew or intended. Where a Texas statute is identified in this report, I describe what the statute requires on its face and describe what the documents I reviewed contain; the legal interpretation of whether those contents satisfy the statute is reserved for the Arbitrator. When I describe what the Homeowner was or was not told orally, I am summarizing his own statements to me, not making an independent finding about the sales representative’s state of mind.

B. Qualifications

I am a solar industry professional with hands-on experience in residential solar system design, installation, performance evaluation, sales practices, contract review, and solar-specific financing as practiced in Texas and across the United States.

C. Methodology

My analysis was conducted in four steps:

- Document review of the five items listed in Section III, performed page-by-page including all loan-document boilerplate.
- Verification of microinverter communication and per-panel reporting, and review of trailing 12-month production data.
- Reconciliation of the contractual production estimate against actual measured production.
- Reconciliation of the contractual “utility offset” representation against the Homeowner’s actual retail electricity bills, with line-by-line decomposition of energy supply, solar export credit, and TDU delivery components.

Where I rely on industry data for context (for example, the typical magnitude of dealer fees on below-market-APR solar loans in 2022), I cite the source. All industry-practice references in this report are drawn from federal regulatory publications, state attorney general filings, peer-reviewed and federal-laboratory pricing benchmarks, securities filings of solar lenders, ABS rating-agency disclosures, and industry trade publications. A complete list of sources cited is provided in Section XI.

D. Document Structure of the Transaction

Total Panels 76 × 440W modules
Total System Size 33.44 kW DC
Total Contract Price \$112,249.00
Total Financed \$102,749.00 (via loan)
Est. Production ~47,134 kWh/year
Est. Utility Offset ~125.72%
Est. Total Payments (25 yr) \$133,074.00
Sales Representative [Redacted]

II. Materials Reviewed

1 Residential Solar Contract — 76 panels March 2022
2 Lender Promissory Note March 2022
3 Installer 12 Month Electric Utility Analysis
4 Retail Electric Provider monthly electricity bill Jan 2026
5 Additional monthly electricity bills Various

III. System Performance — The System Is Working

From reviewing the monitoring portal, the system was fully operational. All 76 panels and 76 microinverters were communicating, reporting, and producing power without errors.

The system is averaging approximately 42,500 kWh over a 12-month trailing period. The Installer's combined estimates projected approximately 47,134 kWh annually. Actual production is approximately 90% of the estimate, which is within a reasonable tolerance for residential solar. Production estimates are subject to real-world variables — weather, temperature, soiling, and minor shading changes — and a 10% variance does not indicate a system defect.

This point is important: the Homeowner's complaint, as I understand it from counsel and from my interview with him, is not that the panels are broken or underperforming. The hardware is doing what it was physically designed to do. The issues identified in this report relate instead to what the Homeowner stated he was told this production would mean for his electricity bills, and to which information is and is not contained in the contractual and financing documents listed in Section II.

IV. The Core Issue: What “125% Utility Offset” Means in Texas

A. What the Contract Documents Stated

The Installer’s 12 Month Electric Utility Analysis document contains the following pre-printed acknowledgment, which the Homeowner initialed:

“Customer acknowledges the Solar PV System intentionally sized to eliminate top tiers of the utility bill (eliminate 50–75% of the bill), unless otherwise indicated below by the ‘Estimated Utility Offset’ percentage.”

Directly below this language, the Estimated Utility Offset is listed as 125%. On the face of the document, the “unless otherwise indicated” clause causes the 125% figure to override the 50–75% language. A consumer reading the document as written would understand the system was sized to produce more electricity than the home consumes.

The Homeowner has stated to me that this is what he understood. He stated that he believed a system producing 125% of his consumption would result in very minimal electric bills consisting mainly of base fees, taxes and minor usage charges.

B. How Texas Retail Electricity Billing Operates

Texas has a deregulated retail electricity market. In the relevant service territory, a residential electricity bill contains two categorically different sets of charges:

1. **Energy supply charges (from the Retail Electric Provider, “REP”):** These are charges for the electricity itself, billed per kWh consumed. Solar production can offset these charges. When a solar system exports power to the grid, the REP may provide a credit. On the Homeowner’s actual bills, those credits have been valued at \$0.0098 to \$0.0350 per kWh - wholesale or avoided-cost rates - not at the retail consumption rate.
2. **Utility delivery charges (TDU fees):** These are charges assessed by the Transmission and Distribution Utility (“TDU”) for physically delivering electricity over the grid. They include the Transmission Cost Recovery Factor, Distribution System Charge, Distribution Cost Recovery Factor, EECRF, Metering Charge, and Customer Charge. No REP in Texas credits TDU delivery fees against solar production. These fees are assessed on every kWh consumed from the grid, regardless of how much solar is exported.

This distinction is critical because TDU delivery fees typically constitute 30–50% or more of a residential electricity bill. A homeowner who produces 125% of annual consumption will still receive significant monthly bills due to delivery charges on every kWh pulled from the grid at night or on cloudy days.

The Homeowner stated to me that the sales representative did not explain this billing structure, and that none of the documents listed in Section II explain it either. The utility-analysis section on the contract shows a “Current kWh Rate” of “\$0 kWh” and a “Post Solar kWh Avg Rate” of “\$0.00” , these fields are blank or zeroed.

C. What the Bills Actually Show

The Homeowner provided me with his electricity bills from the Retail Electric Provider. The January–February 2026 bill (service period 2026-01-10 through 2026-02-10) is illustrative:

Energy — Usage as Billed by Meter (2,486 kWh × \$0.095) \$236.17
Solar Credit — Wholesale Rate. (1,122.4 kWh × \$0.0098) -\$10.96
Utility Delivery Charges (TDU) for the 2,486 kWh \$143.04
Taxes & Other \$15.49
TOTAL BILL \$383.74

D. Solar Export Credit Rate vs. Retail Consumption Rate

The Homeowner is charged \$0.095 per kWh (9.5¢) for electricity he consumes. For the solar energy his system exports to the grid, he receives a credit of \$0.0098 per kWh (less than 1¢/kWh). That is a ratio of nearly 10 to 1. For every kilowatt-hour of solar energy sent to the grid, he receives approximately one-tenth of what he pays for a kilowatt-hour pulled from the grid.

Across all bills provided by the Homeowner, the solar credit rates have ranged from approximately \$0.0098 to \$0.035 per kWh. At the high end of that range, the credit is approximately one-third of the retail consumption rate. The credit rate has not approached \$0.095 per kWh on any bill provided to me.

The Homeowner stated that he raised this disparity directly with the sales representative, and that the sales representative responded that he was not responsible for how Retail Electric Providers handle their billing and credits.

A “utility offset” percentage expresses the ratio of expected annual solar production to expected annual household consumption. By itself, that ratio cannot be translated into a dollar-savings figure. Translating an offset percentage into an expected change in a homeowner’s monthly bill requires two additional inputs: (1) the rate at which the homeowner pays for grid consumption (the retail consumption rate set by the REP), and (2) the rate at which the homeowner receives credit for solar energy exported to the grid (the REP’s solar export credit rate, set independently by the REP, and on the Homeowner’s actual bills valued at \$0.0098 to \$0.035 per kWh rather than the \$0.095 retail consumption rate). Without both rate values, no dollar-savings figure can be derived from an offset percentage as a matter of arithmetic. I express no opinion on what was or was not communicated orally at the point of sale, on the sales representative’s state of mind or intent, or on what any sales representative or installer is required to disclose.

E. Delivery Fees: The Charge Solar Cannot Offset

The January 2026 bill shows \$143.04 in TDU utility delivery charges. These include:

Transmission Cost Recovery Factor \$58.62
Distribution System Charge \$63.01
Distribution Cost Recovery Factor \$14.35
Energy Efficiency Cost Recovery Factor (EECRF) \$2.83
Metering Charge \$2.80
Customer Charge \$1.43
TOTAL DELIVERY CHARGES \$143.04

These \$143.04 in delivery charges represent 37.3% of the Homeowner's total bill for this service period. They are assessed on every kWh of electricity consumed from the grid, regardless of how much solar energy was exported. No amount of solar production will reduce these charges. Among the documents listed in Section II, I did not find any that explain, mention, or quantify TDU delivery fees.

As an illustrative hypothetical example: even if the Homeowner's solar exports had been credited at the full retail rate of \$0.095 per kWh (which is not how most Texas REP billing operates), his January 2026 bill would still have been:

Energy — Usage as Billed by Meter (2,486 kWh × \$0.095) \$236.17
Solar Credit — $\$0.095 \times 1,122.4 \text{ kWh}$ -\$106.63
Utility Delivery Charges (TDU) for the 2,486 kWh \$143.04
Taxes & Other \$15.49
TOTAL Example BILL \$288.07

The above hypothetical, illustrative example shows that the savings from solar would have only been \$95.67 even at full retail kWh credit rate

V. The Financing Structure and Solar-Industry Dealer-Fee Context

A. The Loan Terms

The loan is structured as 300-month (25-year) solar loans at 1.49% APR (1.99% base rate).

B. Industry Context for Below-Market Advertised APRs in 2022

In 2022, advertised APRs of 1.49% and 1.99% on 25-year residential solar loans were well below prevailing market rates for unsecured consumer credit of comparable tenor. As a matter of widely documented industry practice during that period, residential-solar-specific lenders funded such below-market advertised rates through a per-loan fee paid by the installer to the lender, variously called a “dealer fee,” “platform fee,” “program fee,” “origination fee,” “buy-down fee,” or “original issue discount.” This mechanism has now been documented by the Consumer Financial Protection Bureau, state attorneys general, federal energy laboratories, peer-reviewed academic literature, lender SEC filings, ABS rating-agency disclosures, and trade-industry publications. The following are the principal sources I rely on for that context:

- **CFPB Issue Spotlight on Solar Financing (August 7, 2024).** The Consumer Financial Protection Bureau’s Office of Markets reports that residential-solar-loan hidden fees typically range from between 10 to 30 percent of the cash price but can exceed 50 percent, and that they are included in the loan principal without indication that these fees are a markup from the total cash price. The report identifies dealer-fee subsidization as the principal mechanism by which 1–7% advertised APRs on solar loans were funded during this period.
- **Minnesota Attorney General Complaint (March 8, 2024).** *State of Minnesota v. GoodLeap LLC, Sunlight Financial LLC, Solar Mosaic LLC, and Dividend Solar Finance LLC* (Hennepin County, removed to D. Minn. 24-cv-01181), brought by Attorney General Keith Ellison, alleges that the four largest residential solar lenders’ dealer fees increased borrower costs by between 15% and 30%, for a total of \$35 million in Minnesota alone, with some borrowers paying up to 54% more because they financed rather than paid cash. The complaint reports lender-specific weighted-average dealer fees of 17.6% to 21.4% of principal across 2017–2023 — a period that includes 2022.
- **Federal MDL ruling treating dealer/platform fees as a TILA finance charge.** In *In re Dividend Solar Finance, LLC, and Fifth Third Bank Sales and Lending Practices Litigation*, MDL No. 3128 (D. Minn., Aug. 22, 2025), the court held that if a consumer is responsible for paying a charge and the creditor imposes that charge on the consumer incident to the extension of credit, then it is a finance charge — a ruling directly addressing the dealer-fee/platform-fee mechanism in residential solar lending.
- **Center for Responsible Lending, “The Shady Side of Solar System Financing” (July 2024).** Identifies the major residential solar lenders as approximately 80% of the loan market and documents the dealer-fee mechanism, with a worked example in which a \$30,000 loan at 1.99% APR conceals a \$6,000 dealer fee.
- **NREL U.S. Solar Photovoltaic System and Energy Storage Cost Benchmark, Q1 2022** (Ramasamy et al., NREL/TP-7A40-83586, Sept. 2022). The National Renewable Energy Laboratory expressly notes that its modeled benchmarks exclude financing costs, which can represent around 20% of reported market prices — the official federal-laboratory characterization of the gap between modeled installed cost and reported financed market prices for 2022.

- **Lawrence Berkeley National Laboratory, Tracking the Sun, 2022 and 2023 Editions.** LBNL's annual pricing study, the most cited residential-solar pricing benchmark, expressly notes that its reported median market prices include dealer fees for loan-financed systems.
- **Wood Mackenzie, U.S. Residential Solar Finance Update H1 2022.** Wood Mackenzie confirmed contemporaneously that, as interest rates rose in 2022, many loan providers removed zero and low APR products from their offerings and increased dealer fees that year.
- **EnergySage Marketplace Reports.** EnergySage — the largest online residential solar comparison marketplace — publishes the industry-standard dealer-fee range as 15% to 30% of total loan amount and reports that the average loan fee on the most-quoted 25-year / 1.99–3.99% APR product reached 47% of cash project cost in H2 2023.
- **PV Magazine USA (August 5, 2021).** Reporting on Sunlight Financial's 2021 product launch — explicitly including a 1.49% / 25-year offering of the kind at issue here — the trade publication described dealer fees on such products as often ranging between 15–25% of the cash value.
- **Sunlight Financial SEC filing (June 17–18, 2021 investor conferences, Form 425).** In a publicly filed transcript of an investor conference, Sunlight Financial's CEO described supporting lower interest rates with higher dealer fees, noting that doing so affects the lender's economics but creates more consumer savings and enables more sales. In the same filing, the CFO walked through a worked example of the dealer-discount mechanic. The lender's own contractual definition of "Dealer Discount" as a discount taken from loan principal before disbursement to the installer appears in the 14th Amendment to Sunlight's loan facility, filed as an exhibit to its FY2021 10-K.

C. Application to the Documents Reviewed

Based on the foregoing industry sources — and consistent with my own professional experience installing and quoting residential solar systems in the same 2021–2022 market — the typical dealer fee on a residential solar loan advertised at 1.49–1.99% APR over 25 years in 2022 fell in a range of approximately 20% to 30%+ of cash price, with EnergySage's marketplace data suggesting an average closer to the upper end of that range for the most-quoted long-tenor low-APR products. The CFPB and Minnesota AG primary sources support a somewhat wider envelope of 15–30%+ depending on lender, with documented cases exceeding 50%.

I have reviewed all pages of the promissory note (16 pages) and installation contract. I do not have access to any contract between the Installer and the Lender or the financing intermediary, and I therefore cannot quantify the specific dealer fee, if any, charged on the Homeowner's loan. I make no factual finding about the actual size of any dealer fee. What I can observe as a factual matter is the following set of items that are **not** present in any document listed in Section II:

- Any statement that the installer pays a fee to the lender or to any intermediary in connection with the offered interest rate;
- Any statement of what the system would cost if paid in cash rather than financed (a "cash price" or "true cash price");
- Any breakout of the financed amount into equipment, labor, permitting, or financing-related components;
- Any explanation of the role of the financing intermediary, which appears only in the loan notes and not in the installation contracts, as a payment intermediary.

The Lender's Itemization of Amount Financed shows a single disbursement line: the full financed amount paid to the financing intermediary for distribution to the Solar Company. There is no breakout of equipment, labor, or any financing-related markup. The installation contract likewise presents the system as a single lump-sum price.

Whether the financed price aligns with a cash-price benchmark for a 33.44 kW system in the regional market in 2022 is a question I cannot answer from the documents reviewed alone, because the documents do not contain the disaggregated price information that would be required to perform that comparison.

D. Recorded UCC-1 Fixture Filings

The Lender recorded a UCC-1 Financing Statement as a fixture filing in the county real estate records. The filing claims a purchase money security interest in all solar equipment installed at the Homeowner's property and is recorded against his real estate.

I observe a factual asymmetry within the loan documents: Section 1 (Defined Terms) of the promissory notes describes the solar equipment as "removable personal property and not permanently incorporated into the dwelling or real property on which it is installed," while Section 9(d) reserves the lender's right to file fixture filings against the real property itself. As a factual matter, the Lender exercised the Section 9(d) right by recording the equipment as a fixture against the real estate.

As a practical matter, recorded UCC-1 fixture filings appear in title searches conducted in connection with the sale or refinancing of a home and must be satisfied or released before clear title can be conveyed. Whether the documents listed in Section II contain language putting the Homeowner on notice of the fixture-filing consequence of the loan, prior to execution, is a factual matter that the Arbitrator can determine by reviewing the documents directly. I do not opine on the legal sufficiency of any such notice.

VI. Observations About the 12 Month Electric Utility Analysis Documents

I make the following factual observations about the 12 Month Electric Utility Analysis document. These are observations of what the document contains and does not contain, against industry-practice context. I do not opine on whether any of these features render the documents legally adequate or inadequate.

Missing rate data.

The "Current kWh Rate" field is populated with "0 kWh" and the "Post Solar kWh Avg Rate" field is populated with "\$0.00." Without populated rate fields, the "30 Year Utility Cost" figure of \$199,743.94 and all savings projections cannot be verified arithmetically from the face of the document. In my industry experience, populated rate fields are the standard input to a residential-solar utility-savings projection.

No delivery-fee analysis.

The document does not reference TDU delivery charges. As documented in Section IV.E above, those charges represent a substantial, non-offsetable component of every monthly residential bill in the relevant service territory.

No explanation of solar export credit rates.

The document does not disclose that solar export credits from an REP would be valued at wholesale or avoided-cost rates (\$0.0098–\$0.035/kWh on the Homeowner’s actual bills), rather than at the retail consumption rate (\$0.095/kWh). Translating a “125% utility offset” figure into a dollar-savings expectation requires knowledge of the credit-rate-vs.-consumption-rate spread.

Internally inconsistent sizing language.

The pre-printed acknowledgement states the system eliminates “50–75% of the bill,” while the Estimated Utility Offset field is populated with 125%. The pre-printed “unless otherwise indicated” clause resolves the inconsistency in favor of the 125% offset figure as filled in. The two figures cannot both be accurate descriptions of the same system.

VII. Texas Disclosure Framework Applicable to the 2022 Transaction

The Installer’s installation contract identifies a “Solar Energy System Disclosure Document” as one of five documents incorporated into the agreement. Page 2 of the contract, under “List of Documents to be Incorporated into the Contract,” specifically lists this document alongside the Notice of Right to Cancel, Commercial General Liability Insurance information, and the Texas Checklist for Homeowners. The Homeowner did not provide me with a copy of this document. Counsel may wish to confirm with the Homeowner whether he received it.

As of the date of the Homeowner’s contract, Texas law imposed written disclosure obligations on sellers of residential solar energy systems. Senate Bill 398 of the 87th Texas Legislature, effective September 1, 2021, added Chapter 113 to the Texas Business and Commerce Code (later renumbered as Chapter 115). The statute provides that a seller who enters into a purchase agreement with a residential customer for a distributed renewable generation resource must provide the customer in writing, among other items:

1. “a detailed accounting of fees associated with the installation or operation of the generation resource” (§ 115.003(4)); and
2. “representations, if any, made as part of the agreement regarding the expected operational performance and financial performance of the generation resource” (§ 115.003(5)).

I describe what the statute requires on its face and describe what the documents contain. I leave the legal interpretation of whether the contents satisfy the statute to the Arbitrator.

On fees.

The installation contract reflects a single lump-sum price. The loan document reflects a single disbursement line to the financing intermediary. I did not find a line-item breakout of equipment costs, labor costs, permit fees, dealer fees, or financing-related markups in any document listed in Section II.

On expected operational and financial performance.

The 12 Month Electric Utility Analysis documents present a 125% utility offset, a 30 Year Utility Cost of \$199,743.94, and related projections. Section VI of this report describes the factual characteristics of this document; zeroed-out rate fields, omission of TDU delivery fees, omission of any explanation of REP solar-credit rates, internally inconsistent sizing language,

Subsequent Texas legislation.

Senate Bill 1036, the Residential Solar Retailer Regulatory Act, was enacted by the 89th Texas Legislature effective September 1, 2025. SB 1036 now requires plain-language disclosure of total system cost including all fees and financing charges, financing terms disclosed without misleading promotional rates, and expected energy savings calculated on realistic projections, among other requirements. SB 1036 does not apply retroactively to the 2022 contracts; I reference it solely for industry context.

VIII. Recorded Liens and Title Encumbrances

A. The UCC-1 Financing Statements

The Lender has recorded UCC-1 Financing Statement as a fixture filing in the county real estate records.

The filing claims a Purchase Money Security Interest in all solar energy equipment, recorded against the Homeowner's real property.

B. Factual Observations

1. **Title-search visibility.** Recorded UCC-1 fixture filings against real property are returned in standard title searches conducted in connection with a sale or refinancing. As a practical real-estate-transaction matter, such liens generally must be satisfied or released before clear title can be conveyed. The UCC-1 Filing on the Homeowners property was found on the county tax website.
2. **Asymmetry between loan-document classification and recorded classification.** Section 1 (Defined Terms) of the promissory note describes the solar equipment as "removable personal property and not permanently incorporated into the dwelling or real property on which it is installed." Section 9(d) of the note simultaneously reserves the lender's right to file fixture filings against the real property. The Lender exercised that right by recording the equipment as a fixture. These two characterizations describe the same equipment differently.
3. **Servicing transfer indicators.** The UCC filing lists a third-party loan servicer as the acknowledgment recipient. The Loan ID on the UCC filing does not match the Application Number on the original Promissory Notes. In my industry experience, these features are consistent with the loans having been transferred to a third-party servicer and/or securitized.

I do not opine on the legal sufficiency of any pre-execution notice of the fixture-filing consequence. The Arbitrator can determine, by reviewing the documents directly, what notice the documents listed in Section II provided to the Homeowner on this point.

IX. Summary of Findings

Based on the foregoing document review and industry-practice analysis:

1. **Hardware.** The solar PV system installed at the subject property is functioning correctly and is producing approximately 42,500 kWh annually, approximately 90% of the combined 47,134 kWh estimate. The equipment is not defective. This is not a hardware case.
2. **Utility offset representation vs. economic reality.** The contractual 125% utility offset, when read against actual REP billing in the relevant service territory, does not translate to near-elimination of monthly electricity bills. TDU delivery charges — typically 30–50% of a residential bill — cannot be directly offset by solar production. Solar exports are credited at wholesale or avoided-cost rates (\$0.0098–\$0.035/kWh), not at the retail consumption rate (\$0.095/kWh).
3. **Industry-practice context for the 1.49% / 1.99% advertised APRs.** Federal regulators, state attorneys general, federal-laboratory pricing benchmarks, lender SEC filings, and industry trade publications consistently document that residential-solar loan products advertised at 1–3% APR over 25 years in 2022 were funded by installer-paid dealer fees that were typically 15–30% of the system's cash price, occasionally exceeding 50%. The documents listed in Section II do not disclose the existence or size of any such fee on the Homeowner's loan, do not state a cash price, and do not provide any breakout of the financed amount.
4. **Utility analysis document characteristics.** The 12 Month Electric Utility Analysis document contains zeroed-out rate fields, no reference to TDU delivery charges, no explanation of REP solar-credit rates, and internally inconsistent sizing language (50–75% pre-printed vs. 115.49% / 10.23% filled-in).
5. **Recorded fixture filings.** The Lender recorded a UCC-1 fixture filing against the Homeowner's real property, which appears in any title search conducted in connection with the future sale or refinancing of the home. The loan document classifies the equipment as "removable personal property" in their definitions section while reserving and exercising the right to record the equipment as a fixture.
6. **Total economic position.** The Homeowner financed \$102,749 against a \$112,249 contract price, with estimated 25-year repayment of \$133,074. He continues to receive monthly REP bills as high as approximately \$384 on the bills I reviewed.

I make no findings about the parties' states of mind, intent, motives, or legal duties. The legal significance of the foregoing factual observations and industry-practice context is reserved for the Arbitrator.

X. Reservations

This report is based on the documents listed in Section II and the public sources cited in Section XI. I reserve the right to supplement or amend my opinions if additional documents are produced — including, but not limited to, any installer–lender dealer agreement, any internal pricing or quoting tool used by the Installer for this transaction, any sales-training or scripting materials, the Solar Energy System Disclosure Document referenced in the installation contracts, or any servicing or securitization documents reflecting the disposition of the two loans.

XI. Sources Cited

All links below were active and verified as of the date of the original report.

A. Federal Regulatory Sources

- Consumer Financial Protection Bureau, Office of Markets, “Issue Spotlight: Solar Financing” (August 7, 2024).
- U.S. Department of the Treasury, joint Treasury/CFPB/FTC announcement on residential solar consumer protection (August 7, 2024). Press release JY-2522.

B. Federal Laboratory and Academic Sources

- National Renewable Energy Laboratory, U.S. Solar Photovoltaic System and Energy Storage Cost Benchmark: Q1 2022, Ramasamy et al., NREL/TP-7A40-83586 (September 2022).
- Lawrence Berkeley National Laboratory, Tracking the Sun, 2022 Edition (Barbose et al., September 2022).
- Lawrence Berkeley National Laboratory, Tracking the Sun, 2023 Edition (September 2023).

C. State Attorney General and Court Filings

- Minnesota Attorney General Press Release, “Attorney General Ellison sues solar lenders over \$35M in deceptive hidden fees” (March 8, 2024).
- Amended Complaint, *State of Minnesota v. GoodLeap LLC, Sunlight Financial LLC, Solar Mosaic LLC, Dividend Solar Finance LLC*, No. 24-cv-01181 (D. Minn., Nov. 14, 2024), Doc. 60.
- Order on Dividend Solar Finance and Fifth Third Bank Motion to Dismiss, *In re Dividend Solar Finance, LLC, and Fifth Third Bank Sales and Lending Practices Litigation*, MDL No. 3128 (D. Minn., Aug. 22, 2025).

D. Lender SEC Filings and Rating-Agency Disclosures

- Sunlight Financial Holdings Inc. (via Spartan Acquisition Corp. II), Form 425, transcript of Cowen and Piper Sandler investor conferences (June 17–18, 2021).
- Sunlight Financial, 14th Amendment to Loan Facility Agreement (FY2021 10-K exhibit).

E. Industry, Trade, and Consumer-Protection Publications

- Center for Responsible Lending, “The Shady Side of Solar System Financing” (July 2024).
- Wood Mackenzie, “Will rising interest rates curb the dominance of the US residential solar loan market?” (H1 2022).
- EnergySage Marketplace Reports and “Understanding Solar Loan Fees.”
- PV Magazine USA, “Sunlight trims interest rates for residential solar loans” (August 5, 2021).
- PV Magazine USA, “Minnesota sues GoodLeap, Sunlight, Mosaic and Dividend over dealer fees” (April 26, 2024)