

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)Court File No. 62-CV-25-5640In the Matter of Sunburn Construction LLC
d/b/a Everlight Solar**ORDER APPROVING
ASSURANCE OF
DISCONTINUANCE****ORDER**

Having reviewed the terms of the attached Assurance of Discontinuance, which is incorporated herein by reference, and which the Court finds reasonable and appropriate, it is SO ORDERED.

Date: _____

Aligada, Reynaldo (Judge)
Jul 30, 2025 12:33 PM_____
JUDGE OF DISTRICT COURT

THERE BEING NO CAUSE FOR FURTHER DELAY, LET JUDGMENT BE ENTERED IMMEDIATELY.

STATE OF MINNESOTA

DISTRICT COURT

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SECOND JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)

Court File No. _____

In the Matter of Sunburn Construction LLC
d/b/a Everlight Solar**PETITION FOR ORDER
APPROVING ASSURANCE OF
DISCONTINUANCE**

The State of Minnesota, by its Attorney General, Keith Ellison, hereby petitions the Court, pursuant to Minn. Stat. §§ 8.31, subd. 2b, for an Order approving the attached, fully-executed Assurance of Discontinuance between the State of Minnesota, through its Attorney General, Keith Ellison, and Sunburn Construction LLC d/b/a Everlight Solar.

Dated: July 9, 2025

Respectfully submitted,

KEITH ELLISON
Attorney General
State of Minnesota/s/ Noah LewellenNOAH LEWELLEN
Assistant Attorney General
Atty. Reg. No. 0397556445 Minnesota Street, Suite 600
St. Paul, MN 55101-2130
(651) 757-1420 (Voice)
(651) 296-7238 (TTY)
noah.lewellen@ag.state.mn.us (Email)ATTORNEYS FOR PLAINTIFF
STATE OF MINNESOTA

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Other Civil
(Consumer Protection)

Court File No. _____

In the Matter of Sunburn Construction LLC
d/b/a Everlight Solar,**ASSURANCE OF
DISCONTINUANCE**

WHEREAS, this Assurance of Discontinuance (“Assurance”) is entered into pursuant to Minn. Stat. § 8.31, subd. 2b, between the State of Minnesota, through its Attorney General, Keith Ellison (“Attorney General”) and Sunburn Construction LLC d/b/a Everlight Solar (“Everlight”);

WHEREAS, the Attorney General has completed an investigation of Everlight’s sales practices and alleges—as detailed in the “Factual Allegations” sections below—that Everlight has engaged in conduct that violated the Minnesota Prevention of Consumer Fraud Act (Minn. Stat. § 325F.69), the Minnesota Deceptive Trade Practices Act (Minn. Stat. § 325D.44), the Minnesota Personal Solicitation of Sales Act (Minn. Stat. § 325G.13), and has engaged in other unlawful conduct in business, commerce, or trade;

WHEREAS, Everlight denies the Attorney General’s allegations, except as otherwise explicitly stated;

WHEREAS, Minnesota Statutes section 8.31 vests the Attorney General with the authority to accept an assurance of discontinuance to resolve its investigations, and such an assurance may include a stipulation for performance or remedies provided by section 8.31, and violation of such an assurance is punishable as contempt;

WHEREAS, the Attorney General and Everlight (collectively, the “Parties”) desire to resolve fully this matter by entering into this Assurance;

NOW THEREFORE, the Parties hereby agree to entry of an order with the following terms and conditions:

FACTUAL ALLEGATIONS

1. Everlight admits that it is a Wisconsin-based foreign limited liability company registered with the Minnesota Secretary of State that has performed significant and recurring work in Ramsey County and Minnesota writ large.

2. Everlight admits that it does business in Minnesota, in part, through independent contractors who engage in door-to-door solicitations, during which those independent contractor doorknockers discuss the advantages of purchasing solar panels with homeowners.

3. The Attorney General alleges, and Everlight denies, the following:

a. Everlight trained its sales representatives to sell solar panels using deceptive and misleading scripts.

b. Everlight trained its sales representatives to tell potential customers that they would replace their utility bills by installing Everlight residential solar arrays. At the time that this statement was made, Everlight’s sales representatives generally had no insight into the household’s electric energy consumption, the property’s suitability for solar generation, or the size of the residential solar system that could safely and legally be placed on the home. Nearly all of Everlight’s subsequent sales proposals did not account for 100% of the household’s electrical consumption.

c. Everlight trained its sales representatives to tell consumers that they were “out here for the local Net Metering program.” Net metering—where a utility buys back energy from consumers—are programs run by utilities. Everlight’s statement to consumers that Everlight was with the “Net Metering program” led consumers to believe that Everlight had a relationship with their local utility, when no such relationship existed. Everlight encouraged this confusion by using the name of the customer’s utility in the very first step of its sales script. Consumers reported that Everlight’s salespeople failed to identify themselves as being from Everlight and that they ignored “no soliciting” signs in violation of local ordinances.

d. Everlight trained its sales representatives to misrepresent why they were at the consumer’s door. For example, if a consumer told a salesperson that a competitor had been at the consumer’s home, Everlight trained its salespeople to respond, “that’s exactly why I’m here,” even when Everlight had no knowledge of the competitor’s presence before that conversation.

e. Everlight made other misleading, deceptive, or otherwise unfair statements in advertising to consumers, both online and in person. Specifically, Everlight advertised to consumers that “electricity costs rise by 6-8% yearly” on their social media accounts, but when Minnesota consumers chose to obtain more information for their home, subsequent presentations estimated utility price increases to be 4% per year. Everlight’s financing program agreement with a partner lender explicitly prohibited Everlight from advertising utility rate hikes in excess of 4%.

4. The Attorney General alleges that the above pattern or practices violated Minnesota Statutes sections 325D.44 (Uniform Deceptive Trade Practices Act), 325F.69 (Prevention of Consumer Fraud Act), and 325G.13 (Personal Solicitation of Sales Act).

5. The parties agree that Everlight's sales representatives knocked on thousands of Minnesota consumers' doors and that, while some of those interactions were recorded, the majority were not. The parties further agree that it is not reasonable or feasible to formulate a list of impacted consumers or determine which alleged misrepresentations were presented to which consumers.

INJUNCTIVE RELIEF

6. Everlight will update its independent contractor agreements with its contractors engaging in door-to-door sales and solicitations in Minnesota and provide updated training to its contractors and, if relevant, employees regarding their obligations to ensure the following:

a. Everlight's contractors and employees engaging in door-to-door sales and solicitations in Minnesota, at the time of initial contact and before saying anything other than an initial greeting, shall disclose the individual salesperson's name, that they are working for/on behalf of Everlight, and that their purpose in the interaction is to demonstrate or sell solar panels to the consumer.

b. Everlight's contractors and employees engaging in door-to-door sales and solicitations in Minnesota shall not make any representations about their knowledge of competitors' communications with the consumer (unless actually known).

c. Everlight's contractors and employees engaging in door-to-door sales and solicitations in Minnesota shall not advertise to consumers that their utility rates will or are likely to increase by a specific percentage per year, unless

Everlight has significant reason to believe that the utility rates will or are likely to increase by a specific percentage per year. Moreover, nothing in this paragraph should be construed to prevent Everlight from generally discussing potential utility rate hikes, so long as Everlight has significant reason to believe that the discussed potential utility rate hikes may occur. For the purposes of this paragraph, “significant reason to believe” shall include federal or Minnesota government publications regarding utility rate hikes, Minnesota-based utility publications regarding utility rate hikes, long-term historical averages of rate hikes in Minnesota, or similar information based on interpretation of publicly available utility industry economic data from independent sources provided there is a nexus between the data and Minnesota markets where the consumers reside.

d. Everlight’s contractors and employees engaging in door-to-door sales and solicitations in Minnesota shall not represent that Everlight is working with or has a contractual relationship with any Minnesota utility in any capacity except insofar as working with the utility as required to interconnect a residential solar array or arrange for a consumer’s participation in a program run by the utility. For clarity, and as illustrative examples, nothing in this paragraph prohibits Everlight’s contractors and employees engaging in door-to-door sales and solicitations in Minnesota from informing homeowners that Everlight is registered with Xcel (or any other utility) as a developer/installer or that by installing Everlight residential solar arrays, the consumer can join their utility’s net metering program, so long as those statements are true. Moreover, if Everlight does begin a contractual

relationship with a Minnesota utility, Everlight may discuss and/or refer to that contractual relationship.

e. Everlight's contractors and employees engaging in door-to-door sales and solicitations in Minnesota shall not represent to consumers that consumers will fully replace their utility or electricity bills with a monthly solar payment, unless Everlight is capable of demonstrating that such a statement is true.

MONETARY PAYMENT

7. Pursuant to Minnesota Statutes section 8.31, within 90 days of the filing of this Assurance of Discontinuance, Everlight shall pay to the Attorney General the sum of \$75,000 ("Settlement Sum") for the benefit of victims harmed by the conduct alleged above. Due to, among other things, the issues of identification agreed to by the parties in Paragraph 5, the Settlement Sum cannot reasonably be distributed to the victims of the alleged conduct in this matter. Because this population of victims cannot be readily identified, or, even if they could be identified, the cost of distribution would likely outweigh the benefit to the victims, the Settlement Sum shall be deposited into the Attorney General's Consumer Protection Restitution Account in accordance with Minnesota law¹. The Settlement Sum shall be paid by wire transfer or check to the State of Minnesota via instructions provided by Assistant Attorney General Noah Lewellen.

8. Everlight shall not affect any change in its form of doing business, organizational identity, organizational structure, affiliations, ownership, or management composition as a method or means of attempting to avoid the requirements of this Assurance.

¹ 2025 1st Spec. Sess., Ch. 13, Art. 8, section 8.

9. The release in Paragraph 13 does not prevent the Attorney General from moving to enforce alleged violations of this Assurance, nor does it prevent the Attorney General from collecting moneys due to the Attorney General under this Assurance.

10. The Attorney General will not initiate any action to enforce this Assurance based on an alleged violation without first receiving a complaint from an identified or identifiable complainant that Everlight's contractors or employees engaging in door-to-door sales and solicitations in Minnesota have acted in a manner inconsistent with Subparagraphs a-e of Paragraph 6 of this Assurance.

11. In the event the Attorney General receives such a complaint, before bringing any action to enforce this Assurance, it will notify Everlight of the existence of the complaint and provide Everlight with the following information, if available: (1) the date of the alleged conduct; (2) the nature of the alleged conduct; and (3) the identity of the Everlight contractor or employee who is the subject of the complaint. The Attorney General will provide Everlight with a reasonable opportunity to independently investigate the complaint and address the complaint to the Attorney General.

GENERAL TERMS

12. Nothing in this Assurance shall relieve Everlight of the obligation to comply with all applicable Minnesota and federal laws and regulations.

13. In consideration of the stipulated relief and contingent upon the Court's entry of this Assurance, the Attorney General, by execution of this Assurance, hereby fully and completely releases Everlight of any and all claims of the Attorney General under Minnesota Statutes sections 325D.44, 325F.69, and 325G.13 for the conduct described in Paragraphs 1-3. The Attorney General through this Assurance does not settle, release, or resolve any claim against Everlight or

any other person or entity involving any private causes of action, claims, and remedies, including, but not limited to, private causes of action, claims, or remedies provided for under Minn. Stat. § 8.31. This release does not apply in any way to claims of any other Minnesota state agency, department, official, or division.

14. This Assurance may be executed in counterparts, each of which constitutes an original, and all of which shall constitute one and the same agreement. This Assurance may be executed by facsimile or electronic copy in any image format.

15. This Assurance constitutes the full and complete terms of the agreement entered into by Everlight and the Attorney General.

16. Per Minnesota Statutes section 8.31, subd. 2b, this Assurance is not considered an admission of a violation for any purpose.

17. The Parties agree that this Assurance, including any issues related to interpretation or enforcement, shall be governed by the laws of the State of Minnesota.

18. The Ramsey County District Court shall retain jurisdiction of this matter for purposes of enforcing this Assurance. The Attorney General may make such application as appropriate to enforce or interpret the provisions of this Assurance or, in the alternative, maintain any action within his legal authority for such other and further relief as he determines is proper and necessary for the enforcement of this Assurance. The Parties agree that, in any action brought by the Attorney General to enforce the terms of this Assurance, the Court shall have the authority to award equitable relief, including specific performance.

19. The failure of a party to exercise any rights under this Assurance shall not be deemed to be a waiver of any right or any future rights.

20. Nothing in this Assurance shall be construed to limit the power or authority of the State of Minnesota or the Attorney General except as expressly set forth herein.

21. Everlight understands that if a Court of competent jurisdiction holds that Everlight has committed a violation of this Assurance, such violation may subject Everlight to sanctions for contempt pursuant to Minn. Stat. § 8.31, sub. 2b, and the Attorney General may thereafter, in his sole discretion, initiate legal proceedings against Everlight for any and all violations of this Assurance.

22. Each party shall perform such further acts and execute and deliver such further documents as may reasonably be necessary to carry out this Assurance.

23. Everlight shall not state or imply, directly or indirectly, that the State of Minnesota or the Attorney General have approved of, condoned, or agree with any conduct or actions by Everlight.

24. Everlight agrees that the Attorney General, without further notice to Everlight, may file this Assurance with the Ramsey County District Court on an *ex parte* basis, and that the Court may issue the Order below without further proceedings.

25. On or before executing this Consent Judgment, Everlight shall provide the Attorney General's Office its taxpayer identification number (TIN). Everlight understands that it may be subject to a penalty if it fails to provide the Attorney General's Office with its TIN pursuant to 26 C.F.R. 6723, 26 C.F.R. 6724(d)(3), and 26 C.F.R. 301.6723-1. Everlight shall also cooperate in the Office's completion of Internal Revenue Service Form 1098-F by providing the Attorney General's Office any additional necessary information it requests.

26. The Attorney General will share file stamped copies of the Assurance and signed Order with Everlight upon receipt from the Court.

27. Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Noah Lewellen, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101

Paul Creech, Everlight Solar General Counsel
Everlight Solar
1155 Ambition St. Suite 100
Verona, WI 53593

KEITH ELLISON
Attorney General
State of Minnesota

Date: July 9, 2025 By: s/ Noah Lewellen
Noah Lewellen
Assistant Attorney General

Date: _____ By: _____
Will Creech, CEO of Everlight Solar

27. Service of notices required by this Assurance shall be served on the following persons, or any person subsequently designated by the parties to receive such notices:

Noah Lewellen, Assistant Attorney General
Office of the Minnesota Attorney General
445 Minnesota Street, Suite 600
St. Paul, Minnesota 55101

Paul Creech, Everlight Solar General Counsel
Everlight Solar
1155 Ambition St. Suite 100
Verona, WI 53593

KEITH ELLISON
Attorney General
State of Minnesota

Date: _____

By: _____

Noah Lewellen
Assistant Attorney General

Date: _____

62-CV-25-5640

7-8-2025

Filed in District Court
State of Minnesota
7/8/2025 5:50 PM

By: _____

Will Creech, CEO of Everlight Solar