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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 COUNTY OF SANTA CLARA

12 IN RE SUNPOWER CORPORATION )  
13 SHAREHOLDER DERIVATIVE )  
14 LITIGATION )

Lead Case No. 1:09-CV-158522

(Consolidated with Case No. 1:09-CV-159022)

15 This Document Relates To: )

NOTICE OF DERIVATIVE SETTLEMENT

16 ALL ACTIONS )  
17 )

1 TO: ALL CURRENT RECORD HOLDERS AND BENEFICIAL OWNERS  
2 OF COMMON STOCK OF SUNPOWER CORPORATION (“SUNPOWER”  
3 OR THE “COMPANY”) AS OF DECEMBER 19, 2013 (“CURRENT  
4 SUNPOWER SHAREHOLDERS”). PLEASE READ THIS NOTICE  
5 CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE  
6 AFFECTED. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT  
7 AND DISMISSAL OF SHAREHOLDER DERIVATIVE LITIGATION AND  
8 CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS.  
9 YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS  
10 ACTION (THE “STATE ACTION”).

11 IF THE COURT APPROVES THE SETTLEMENT AND DISMISSAL OF THE  
12 STATE ACTION, SHAREHOLDERS OF SUNPOWER MAY BE FOREVER  
13 BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED  
14 SETTLEMENT AND FROM PURSUING THE RELEASED CLAIMS. THIS  
15 ACTION IS NOT “CLASS ACTION” LITIGATION. THUS, THERE IS NO  
16 COMMON FUND UPON WHICH YOU CAN MAKE A CLAIM FOR A  
17 MONETARY PAYMENT.

18 THE COURT HAS MADE NO FINDINGS OR DETERMINATIONS  
19 RESPECTING THE MERITS OF THE STATE ACTION. THE RECITATION  
20 OF THE BACKGROUND AND CIRCUMSTANCES OF THE SETTLEMENT  
21 CONTAINED HEREIN DOES NOT CONSTITUTE THE FINDINGS OF THE  
22 COURT. IT IS BASED ON REPRESENTATIONS MADE TO THE COURT  
23 BY COUNSEL FOR THE SETTLING PARTIES.

24 PLEASE TAKE NOTICE that the State Action, as well as certain related putative shareholder  
25 derivative actions, are being settled on the terms set forth in a Stipulation and Agreement of  
26 Settlement dated December 19, 2013 (the “Stipulation”).<sup>1</sup>

## 27 I. SUMMARY OF THE ACTIONS BY SETTLING SHAREHOLDERS

### 28 A. The Actions

The first of three state derivative actions was commenced on December 1, 2009 which were  
subsequently consolidated into *In re SunPower Corp. Shareholder Derivative Litigation* in California  
Superior Court, Santa Clara County, Case No. 1:09-CV-158522 (“State Action”). On December 4,  
2009, the first of two federal derivative actions was commenced which were consolidated into *In re*  
*SunPower Corp. Shareholder Derivative Litigation* in the United States District Court for the

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<sup>1</sup> This notice should be read in conjunction with the Stipulation, which has been filed with the  
Court and posted at the investor relations portion of SunPower’s website,  
investors.sunpowercorp.com. All capitalized terms herein have the same meanings as set forth in the  
Stipulation.

1 Northern District of California, Case No. CV-09-5731-RS (“Federal Action”). On April 20, 2010,  
2 Delaware Plaintiff Melvin J. Brenner served an inspection demand pursuant to 8 Del. C. § 220, and  
3 after negotiations with the Company, received certain relevant documents, including minutes of  
4 SunPower’s Board and Audit Committee from January 2008 through March 2010. On May 23, 2011,  
5 the Delaware Plaintiff commenced the action captioned *Brenner v. W. Steve Albrecht, et al.*, C.A. No.  
6 6514-VCP in Delaware Chancery Court (“Delaware Action”). Collectively, these derivative lawsuits  
7 are referred to herein as the “Actions.”

8 Each of the Actions alleges breach of fiduciary duty and insider trading claims on behalf of  
9 SunPower against the Individual Defendants. The Actions allege the Individual Defendants breached  
10 their fiduciary duties, which allegedly resulted in a material accounting restatement. Plaintiffs further  
11 allege that the Individual Defendants failed to disclose a series of manual journal entries and other  
12 accounting adjustments made in connection with overseas manufacturing facilities designed to  
13 understate SunPower’s expenses and work-in-process inventory and thereby artificially inflated the  
14 Company’s income and earnings per share. Plaintiffs allege that while failing to disclose the  
15 accounting irregularities, certain of the Individual Defendants sold approximately 239,713 shares of  
16 SunPower stock.

17 On November 16, 2009, SunPower disclosed that there had been unsubstantiated accounting  
18 entries in connection with its Philippines operations. On March 19, 2010, SunPower filed a Securities  
19 and Exchange Commission (“SEC”) Form 10-K that restated the Company’s financial statements for  
20 the entire 2008 fiscal year and the first three fiscal quarters in 2009.

21 Plaintiffs alleged that these acts (which are described in more detail in the Stipulation) were  
22 the result of the Individual Defendants’ breaches of their fiduciary duties to SunPower and caused  
23 harm to the Company. As discussed herein and more fully in the Stipulation, this proposed Settlement  
24 resolves certain claims related to these events.

1 **II. SUMMARY OF SETTLEMENT AND SETTLEMENT NEGOTIATIONS**

2 Counsel for the Settling Parties engaged in extensive efforts to resolve the Actions, as detailed  
3 in the Stipulation.

4 Specifically, in April 2013, the Settling Parties began a dialogue regarding the possible  
5 resolution of the Actions. A mediation was scheduled for May 9, 2013 before Mr. Jed Melnick of  
6 JAMS. On April 12, 2013, the Settling Parties held a pre-mediation telephone conference with Mr.  
7 Melnick. On April 17, 2013, Plaintiffs' Counsel sent a demand for corporate governance reforms to  
8 Defendants' Counsel Morrison & Foerster LLP to be adopted by SunPower in connection with a  
9 settlement of the Actions. On May 3, 2013, Plaintiffs' Counsel submitted a joint mediation statement  
10 to Mr. Melnick, including an extensive discussion of the claims and the documents provided to  
11 Plaintiffs by Defendants. Prior to the May 9, 2013 mediation, the Settling Parties continued to  
12 negotiate the terms of the corporate governance reforms and exchanged drafts thereof. Despite the  
13 Settling Parties' work at the full-day mediation session on May 9, 2013, the Actions did not settle at  
14 that time. However, with Mr. Melnick's assistance, an agreement in principle to resolve the claims  
15 was subsequently reached. After the substantive relief in the form of the corporate governance reforms  
16 was negotiated, the Settling Parties negotiated the attorneys' fees and expenses to be paid to Plaintiffs'  
17 Counsel.  
18

19  
20 In addition to corporate governance reforms previously implemented by SunPower, SunPower  
21 will adopt, within 60 days of final approval of the Settlement, the following corporate governance  
22 procedures. All such procedures shall be maintained for three (3) years, whereafter the procedures  
23 may be eliminated upon a majority vote of the Board of Directors, or until the Company's common  
24 stock is no longer publicly traded, whichever occurs first. SunPower's Board of Directors  
25 acknowledges that the following corporate governance procedures were implemented, modified,  
26 and/or are being maintained in response to the pending shareholder derivative actions.  
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A. Senior Internal Audit Professional

1. The Company shall maintain a senior management position within the Internal Audit Department, at least at the Senior Director level, currently held by the Senior Director, Internal Audit (“SDIA”).

2. The SDIA will report directly to the Audit Committee and administratively to the CFO. The SDIA will act as the principal liaison between the Internal Audit Department and the Audit Committee.

3. The risks associated with the financial reporting-related functions in the Company’s international production facilities will be assessed and, to the extent appropriate, prioritized in the Company’s internal audit plan.

4. The Company shall revise its Code of Business Conduct and Ethics to state that the SDIA will share with the General Counsel responsibility for the oversight and management of the Company’s Code of Business Conduct and Ethics.

5. The Company shall revise its Code of Business Conduct and Ethics to state that the SDIA shall be designated as an additional recipient of all reports generated by the Company’s Whistleblower policy and Compliance and Ethics Helpline.

B. International Compliance

1. The Internal Audit responsibilities shall include an annual assessment of internal controls worldwide, as part of the Company’s Sarbanes-Oxley compliance program, governing manual journal entries, accounting for costs of goods sold (COGS), inventory, and all other material financial reporting-related functions.

2. The Company shall continue to maintain documented processes for capitalizing manufacturing variances and train responsible employees on the proper methods throughout the organization, including with respect to all international operations.

C. Director Time Commitments

1. The Company shall revise its Corporate Governance Principles to state that a director who also serves as the CEO of the Company should not serve on more than two (2) other public company boards absent consent from the Nominating and Corporate Governance Committee, and in no event more than three (3) other public company boards.

2. The Company shall revise its Corporate Governance Principles to state that directors other than the CEO should not serve on more than six (6) other public company boards.

D. Director Education and Information

1. The Company will make available to the directors continuing education programs designed for directors of publicly-traded companies. Such programs should be selected by SunPower’s General Counsel, and shall focus on areas such as compliance with Generally Accepted Accounting Principles in the United States of

1 America (“GAAP”), the Sarbanes-Oxley Act of 2002, and public company reporting  
and compliance requirements.

2 2. The Company will, consistent with its Corporate Governance  
Principles, continue to reimburse the directors for reasonable costs incurred for  
3 attending continuing education programs designed for directors of publicly-traded  
companies.

4 3. The Company shall revise its Corporate Governance Principles to  
5 recommend that each independent director attend at least six (6) hours per year of  
continuing education programs.

6 4. Management shall provide training to new directors to familiarize them  
with the Company’s business operations and financial reporting worldwide, and will  
7 provide periodic training on these issues to all board members. This additional training  
will satisfy, in whole or part, the recommended six hours of additional director  
8 education referenced in paragraph D.3.

9 5. SunPower’s General Counsel shall disseminate written materials to all  
SunPower directors on an annual basis outlining recent legal decisions and  
10 developments, if any, germane to the directors’ fulfillment of their fiduciary duties.

11 6. The Audit Committee shall receive a report identifying key risks to  
the Company’s business worldwide.

12 E. Compensation Evaluation

13 1. At least once every three (3) years, the Compensation Committee shall  
14 retain an independent consultant to (a) conduct a comparative study of the Company’s  
executive compensation policies relative to comparable public companies, and (b)  
15 propose any improvements to these policies. The study prepared by such consultant  
shall be presented to the Compensation Committee at a regularly scheduled meeting.

16 2. In conducting evaluations and determining executive compensation,  
17 the Compensation Committee will evaluate the commitment of senior management to  
ethics and compliance as a component of the executive’s performance review.

18 F. Forfeiture of Bonuses and Profits for Restatement

19 1. In the event that the Company restates its financial statements filed  
20 with the SEC, the Board shall consider whether it is appropriate for the Company to  
demand, and if appropriate shall cause the Company to demand, reimbursement, in  
21 whole or in part, of any annual incentive payment or long-term incentive payment to  
an executive officer where: (1) the payment was predicated upon achieving certain  
22 financial results that were subsequently the subject of the restatement; (2) the Board  
determines the executive officer engaged in intentional or reckless misconduct that  
23 caused the need for the restatement; and (3) a lower payment would have been made  
24 to the executive based upon the restated financial results. For purposes of this policy,  
the term “executive officer” means any officer who has been designated an executive  
25 officer by the Board.

26 G. Employee Training Regarding Business Conduct and Ethics Compliance and GAAP

1           1.       The Company will maintain its training program for all employees,  
2 including employees in its manufacturing facilities around the world, regarding the  
3 Company's Code of Business Conduct and Ethics and availability of the Company's  
4 Whistleblower Hotline, and will provide such training on a bi-annual basis. The  
5 training program will advise employees that the Company will not permit retaliation  
6 against any employee reporting concerns. Employees will provide written or  
7 electronic confirmation that they reviewed a copy of the Company's Code of Business  
8 Conduct and Ethics.

9           2.       Employees working in functions related to finance or accounting shall  
10 be required and/or recommended, as appropriate, to participate in continuing  
11 professional education programs regarding compliance with GAAP deemed important  
12 to the Company's business.

13           3.       The Company will reimburse the employees for reasonable costs  
14 incurred for attending such continuing educational programs. Employees participating  
15 in such continuing professional education programs will provide a written or electronic  
16 acknowledgment attesting that he or she participated.

17           4.       At least annually, one or more members of the Company's senior  
18 management shall personally visit the Company's international production facilities.

19           5.       The Company shall conduct formal, documented exit interviews of all  
20 senior management, including at its international production facilities, except when  
21 eliminating positions or terminating someone for cause.

#### 22 H. Audit Committee Functions

23           1.       The Audit Committee Charter shall be amended to specifically extend  
24 the Audit Committee's oversight to the Company's Internal Audit function.

25           2.       The Audit Committee shall undertake the following duties:

26           a.       Review and concur with the appointment, replacement, reassignment,  
27 or dismissal of senior Internal Audit personnel, including the SDIA.

28           b.       Consider, in consultation with the SDIA and senior Internal Audit  
personnel, the scope and plan of the internal audit.

          c.       Review with the SDIA and senior Internal Audit personnel and the  
Company's independent auditor the coordination of audit efforts with the objective of  
achieving completeness of coverage, reduction of redundant efforts, and the effective  
use of audit resources.

          d.       Consider and review with the SDIA and senior Internal Audit personnel  
(i) significant findings during the year and management's responses thereto; (ii) any  
difficulties encountered in the course of their audits, including any restrictions on the  
scope of their work or access to required information; (iii) any changes required in the  
planned scope of their audit plan, and (iv) the Internal Audit department budget and  
staffing.

          e.       Review with the Chief Financial Officer and Principal Accounting  
Officer and the independent auditors the sufficiency and quality of the Internal Audit  
staff and other financial and accounting personnel of the Company.

          f.       Continue its practice of meeting with the SDIA, senior Internal Audit  
personnel, the CFO and the Principal Accounting Officer in executive session at the  
conclusion of the annual audit.

1 g. Continue its practice of discussing with the independent auditor the  
2 matters required to be discussed under the standards of the Public Company  
Accounting Oversight Board [Item 407(d)(3)(i)(B) of Regulation S-K].

3 h. Continue its practice of overseeing, reviewing, and periodically  
4 updating the Company's Code of Business Conduct and Ethics and the Company's  
5 procedures to monitor compliance with and enforcement thereof.

6 i. Continue its practice of discussing, with the independent auditor, the  
7 SDIA, the CFO, the Principal Accounting Officer and management the extent to which  
8 changes or improvements in financial or accounting practices have been implemented.

9 j. Review policies and procedures on executive expense accounts and  
10 perquisites, including the use of company assets, and consider the results of any work  
11 in these areas by the internal or the external auditor.

12 3. The Audit Committee Charter, Section B, "Independent Auditor," shall be  
13 amended to include as a required item for discussion with the independent auditor the  
14 adequacy of the Company's internal controls worldwide.

15 4. The Audit Committee Charter, Section B, "Independent Auditor," shall be  
16 amended to require the Audit Committee to obtain from the independent auditor  
17 annually a report on any significant deficiencies or material weaknesses identified in  
18 the audit of the consolidated financial statements of SunPower Corporation and its  
19 subsidiaries worldwide.

20 5. The "Risk Oversight" portion of the Audit Committee Charter shall be  
21 amended to add a provision that the Audit Committee must consider accounting and  
22 financial reporting risks to the Company inherent in the Company's business  
23 worldwide.

24 I. Revision of Insider Trading Policy

25 1. The "Pre-Clearance of Trades" provision of the Insider Trading Policy  
26 shall be modified to appoint the Company's General Counsel or, if the General  
27 Counsel is unavailable, the General Counsel's delegate, as the sole source for the pre-  
28 clearance authorization of all trades covered by the Insider Trading Policy.

1. The Company's General Counsel shall provide a report annually to the  
Audit Committee of the insider trading activity of all directors and Section 16 officers.

J. Lead Independent Director Duties

1. The Company shall revise its Corporate Governance Principles to specify the  
following additional duties for the Lead Independent Director:

a. Coordinate the scheduling of board meetings and dissemination of  
related agenda materials for board meetings and executive sessions of the board's  
independent or non-management directors.

b. Assist the board and management in their efforts regarding compliance  
with implementation of the Company's Corporate Governance Principles.

c. Act as the principal liaison between the independent directors and the  
CEO on sensitive issues.

d. Be available for communications with shareholders.

e. Consult with board committee chairs, as requested, in fulfilling their  
designated roles and responsibilities to the board.



1                     2.     The Company's Proxy Statement shall include a written statement  
2 explaining why the combined CEO/Chairman position as currently structured is in the  
3 best interests of shareholders.

4                     K. D&O Insurance

5                     1.     The Company's Nominating and Corporate Governance Committee  
6 shall oversee a periodic review of all D&O insurance policies, including A, B, and C  
7 coverage, purchased by SunPower for the Company, its senior management, and its  
8 board of directors, and assess the sufficiency of coverage.

9                     L. Board Composition

10                    1.     The board of directors shall appoint a third independent director to join  
11 the board of directors and Audit Committee no later than September 1, 2013.

12                    **III. REASONS FOR THE SETTLEMENT**

13                    Plaintiffs and SunPower believe that this Settlement is in the best interests of SunPower and  
14 Current SunPower Shareholders.

15                    **A. Why Did The Plaintiffs Settle?**

16                    Plaintiffs' Counsel conducted an extensive investigation relating to the claims and the  
17 underlying events and transactions alleged in the Actions. Plaintiffs' Counsel have analyzed the  
18 evidence discovered during their investigation, and have researched the applicable law with respect  
19 to the potential claims of Plaintiffs, SunPower, and Current SunPower Shareholders against the  
20 Defendants, as well as the potential defenses thereto.

21                    Based upon the investigation and analysis described above, Plaintiffs and their counsel have  
22 concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to  
23 Plaintiffs, SunPower, and Current SunPower Shareholders, and in their best interests, and have agreed  
24 to settle the claims raised in the Actions pursuant to the terms and provisions of the Stipulation after  
25 considering, among other things: (i) the substantial benefits that SunPower and Current SunPower  
26 Shareholders have received or will receive from the Settlement; (ii) the attendant risks of continued  
27 litigation of the Actions; and (iii) the desirability of permitting the Settlement to be consummated.

1 In particular, Plaintiffs and their counsel considered the significant litigation risk inherent in  
2 the Actions. The law imposes significant burdens on plaintiffs for pleading and proving a shareholder  
3 derivative claim. While Plaintiffs believe their claims are meritorious, Plaintiffs acknowledge that  
4 there is a substantial risk that the Actions may not succeed in producing a recovery in light of the  
5 applicable legal standards and possible defenses. Plaintiffs and their counsel believe that, under the  
6 circumstances, they have obtained the best possible relief for SunPower and for Current SunPower  
7 Shareholders.

8  
9 **B. Why Did Defendants Agree To Settle?**

10 The Defendants deny each and every allegation of wrongdoing or liability made against them  
11 in the Actions. The Defendants further assert that, at all times, they acted in good faith, and in a  
12 manner they reasonably believed to be and that was in the best interests of SunPower and SunPower's  
13 shareholders. The Defendants assert that they have meritorious defenses to the claims in the Actions,  
14 and that judgment should be entered dismissing all claims against them with prejudice. Nonetheless,  
15 the Defendants have entered into the Stipulation to avoid the continuing additional expense,  
16 inconvenience, and distraction of this litigation and to avoid the risks inherent in any lawsuit, and  
17 without admitting any wrongdoing or liability whatsoever.

18  
19 **IF YOU ARE A CURRENT SUNPOWER SHAREHOLDER, YOUR RIGHTS  
MAY BE AFFECTED BY PROCEEDINGS IN THE STATE ACTION.**

20  
21 As detailed in the Stipulation at ¶1.17, the Settlement, once approved by the Court, provides  
22 for the release of certain claims as defined in the Stipulation as follows:

23 "Released Claims" means any and all claims for relief (including Unknown Claims as  
24 defined below [in Stipulation at ¶1.24]), rights, demands, causes of action, liabilities,  
25 debts, obligations, matters, issues and suits of any kind whatsoever, whether known or  
26 unknown, contingent or absolute, matured or unmatured, discoverable or  
27 undiscoverable, whether or not concealed or hidden, that have been, or could or might  
28 have been, or in the future might be asserted by Plaintiffs, SunPower, and/or any  
SunPower shareholder derivatively on behalf of SunPower against any Released  
Persons that are based upon or related to (i) the Actions, (ii) the facts, transactions,  
events, occurrences, acts, disclosures, statements, omissions or failures to act which  
were alleged or could or might have been alleged in the Actions; and/or (iii) the

1 settlement of the Actions, including the payments provided for in this Stipulation, and  
2 the reasonable attorneys' fees, costs, and expenses incurred in defense thereof.  
3 Notwithstanding the foregoing, Released Claims shall not include claims to enforce  
4 the terms of this Stipulation or the Settlement. In addition, nothing set forth herein  
5 shall constitute a release by any Defendant of any insurer, reinsurer, or any other entity  
6 contracted or otherwise obligated to provide insurance or indemnification to any of the  
7 Released Persons of any claim arising out of the rights, remedies, duties or obligations  
8 provided for in any insurance policy or agreement, but the Effective Date shall not be  
9 contingent upon the resolution of such claim. Nothing set forth herein shall constitute  
10 a release by or among the Company and the Individual Defendants or Released  
11 Persons of the rights and obligations relating to indemnification or advancement of  
12 defense costs arising from the Company's or any of its subsidiary's, division's or  
13 related or affiliated entity's certificate of incorporation or bylaws, Delaware law, or  
14 any indemnification agreement or similar agreement.

15 Each SunPower shareholder is hereby placed on notice that the Settlement, if approved, is  
16 intended to foreclose their ability to seek legal or equitable relief from SunPower or the Individual  
17 Defendants (and certain defined persons affiliated therewith) relating to the issues alleged or the facts  
18 and circumstances set forth in the Actions. If shareholders have questions concerning the scope of  
19 the release, or its impact, they are encouraged to seek independent legal advice.

#### 20 **IV. YOUR RIGHT TO ATTEND THE SETTLEMENT HEARING**

21 On August 22, 2014, at 9:00 a.m., a hearing (the "Settlement Hearing") will be held before  
22 the Superior Court of the State of California, Santa Clara County, the Honorable Peter H. Kirwan,  
23 Department 1, located at 191 North First Street, San Jose, CA 95113 to determine, among other  
24 things: (1) whether the terms of the Settlement, including an award of attorneys' fees and expenses  
25 in a total amount not to exceed \$1,000,000.00 (the "Fee and Expense Amount") to Plaintiffs' Counsel  
26 in the Actions, upon the terms and conditions set forth in the Stipulation, should be approved as fair,  
27 reasonable, and adequate; (2) whether the Actions should be dismissed and with prejudice; and (3)  
28 whether an award of \$2,000.00 (the "Incentive Amounts"), payable from the Fee and Expense  
Amount or any portion thereof awarded, should be awarded to each of the Plaintiffs in recognition  
for their service in the Actions.

Any Current SunPower Shareholder may, but is not required to, appear in person at the  
Settlement Hearing. ***CURRENT SUNPOWER SHAREHOLDERS WHO HAVE NO OBJECTION  
TO THE SETTLEMENT DO NOT NEED TO APPEAR AT THE SETTLEMENT HEARING OR***

1 **TAKE ANY OTHER ACTION.** If you want to be heard at the Settlement Hearing, then you must  
2 comply with the procedures for objecting, which are set forth below.

3 The Court has the right to change the Settlement Hearing date or time without further  
4 notice. Thus, if you are planning to attend the Settlement Hearing, you should confirm the date and  
5 time before going to the Court.

6  
7 **V. YOUR RIGHT TO OBJECT TO THE SETTLEMENT**

8 You have the right to appear and object to any aspect of the proposed Settlement through  
9 counsel as provided for in California Rules of Court, Rule 3.766(d). You must object in writing, and  
10 you may request to be heard at the Settlement Hearing. ***IF YOU CHOOSE TO OBJECT, THEN***  
11 ***YOU MUST COMPLY WITH THE FOLLOWING PROCEDURES.***

12  
13 **A. You Must Make Detailed Objections in Writing**

14 Any objections must be submitted in writing and must contain the following information:

- 15 1. your name, legal address, and telephone number;
- 16 2. proof of current ownership of SunPower common stock, including the number of  
17 shares of SunPower common stock and the date of purchase, as well as documentary evidence of  
18 when such stock ownership was acquired;
- 19 3. a detailed statement of your specific position with respect to the matters to be heard at  
20 the Settlement Hearing, including a statement of each objection being made;
- 21 4. the grounds for each objection or the reasons for your desiring to appear and to be  
22 heard;
- 23 5. written notice of whether you intend to appear at the Settlement Hearing; and
- 24 6. copies of any papers you intend to submit to the Court, along with the names of any  
25 witness(es) you intend to call to testify at the Settlement Hearing and the subject(s) of their testimony.

26 The Court will not consider any objection that does not substantially comply with the above  
27 requirements.

1  
2 **B. You Must Timely Deliver Written Objections to the Court, Plaintiffs' Counsel,  
and Defendants' Counsel**

3  
4 ***YOUR WRITTEN OBJECTIONS MUST BE ON FILE WITH THE CLERK OF THE***  
5 ***COURT NO LATER THAN AUGUST 11, 2014.*** The Clerk's address is:

6 Clerk of the Court  
7 SUPERIOR COURT OF CALIFORNIA  
8 191 North First Street  
9 San Jose, CA 95113

10 ***YOU ALSO MUST DELIVER COPIES OF THE MATERIALS TO PLAINTIFFS' COUNSEL***  
11 ***AND DEFENDANTS' COUNSEL SO THEY ARE RECEIVED NO LATER THAN AUGUST 11,***  
12 ***2014.*** Counsel's addresses are:

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14 Rusty E. Glenn  
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20 ***Co-Lead Counsel for State Plaintiffs***

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5 Facsimile: (415) 772-7400

6 ***Counsel for Individual Defendant Mariano M. Trinidad***

7 The Court will not consider any objection that is not timely filed with the Court or not timely  
8 delivered to Plaintiffs' Counsel and Defendants' counsel. Any Person or entity who fails to object or  
9 otherwise request to be heard in the manner prescribed above will have waived the right to object to  
10 any aspect of the Settlement or otherwise request to be heard (including the right to appeal), and will  
11 be forever barred from raising such objection or request to be heard in this or any other related action  
12 or proceeding, but shall otherwise be bound by the Judgment to be entered and the releases given.

13 Inquiries regarding the Settlement may be made to Counsel for the Plaintiffs: Kip B. Shuman,  
14 The Shuman Law Firm, 885 Arapahoe Ave., Boulder, CO 80302, Telephone: (303) 861-3003.

15 **PLEASE DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

16 DATED May 23, 2014

17 BY ORDER OF THE SANTA CLARA  
18 SUPERIOR COURT