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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

EVAN DAVIS, Individually and on Behalf of All
Others Similarly Situated,

Plaintiff,

v.

8POINT3 ENERGY PARTNERS LP, CHARLES
D. BOYNTON, ALEX BRADLEY, NATALIE F.
JACKSON, THOMAS C. O’CONNOR, NORMAN
J. SZYDLOWSKI, MARK R. WIDMAR, and
MICHAEL W. YACKIRA,

Defendants,

Case No: 3:18-cv-02267

**CLASS ACTION COMPLAINT FOR
VIOLATIONS OF THE FEDERAL
SECURITIES LAWS**

JURY TRIAL DEMANDED

1 Plaintiff Evan Davis (“Plaintiff”) by and through his undersigned attorneys, brings this class
2 action on behalf of himself and all others similarly situated, and alleges the following based upon
3 personal knowledge as to those allegations concerning Plaintiff and, as to all other matters, upon the
4 investigation of counsel, which includes, without limitation: (a) review and analysis of public filings
5 made by 8point3 Energy Partners LP (“8point3” or the “Partnership”) and other related parties and non-
6 parties with the United States Securities and Exchange Commission (“SEC”); (b) review and analysis
7 of press releases and other publications disseminated by certain of the Defendants (defined below) and
8 other related non-parties; (c) review of news articles, unitholder communications, and postings on the
9 Partnership’s website concerning the Partnership’s public statements; and (d) review of other publicly
10 available information concerning 8point3 and the Defendants.

11 SUMMARY OF THE ACTION

12 1. Plaintiff brings this class action on behalf of the public shareholders of 8point3 against
13 the Partnership’s Board of Directors (the “Board” or the “Individual Defendants”) for their violations
14 of Section 14(a) and 20(a) of the Securities Exchange Act of 1934, 15.U.S.C. §§ 78n(a), 78t(a), and
15 SEC Rule 14a-9, 17 C.F.R. 240.14a-9, in connection with the proposed sale of the Partnership.

16 2. On February 5, 2018, 8point3 entered into an Agreement and Plan of Merger (the
17 “Merger Agreement”) with CD Clean Energy and Infrastructure V JV, LLC, an investment fund
18 managed by Capital Dynamics, Inc., and certain other co-investors (collectively, “Capital Dynamics”),
19 pursuant to which Capital Dynamics will acquire 8point3 through an acquisition of 8point3 General
20 Partner, LLC (the “General Partner”), which manages the 8point3 partnership, all of the outstanding
21 Class A shares in 8point3 and all of the outstanding common and subordinated units and incentive
22 distribution rights in 8point3 Operating Company, LLC (“OpCo”), 8point3’s operating company (the
23 “Proposed Transaction”).

24 3. Pursuant to the Proposed Transaction, 8point3’s Class A shareholders, First Solar, Inc.
25 (“First Solar”) and SunPower Corporation (“SunPower” and, together with First Solar, the
26 “Sponsors”), as holders of common and subordinated units in OpCo, will receive \$12.35 per share or
27 per unit in cash, plus a preset daily amount representing cash expected to be generated from December
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1 1, 2017 through closing less any distributions received after the execution of the Merger Agreement
2 and prior to closing (the “Merger Consideration”).

3 4. On March 19, 2018, Defendants caused 8point3 to file a materially incomplete and
4 misleading preliminary proxy statement on Form PREM14A (the “Proxy Statement”) with the SEC,
5 urging the Partnership’s shareholders to vote in favor of the Proposed Transaction.

6 5. The Proxy Statement omits material information regarding the Proposed Transaction,
7 rendering it false and misleading in violation of Sections 14(a) and 20(a) of the Exchange Act.
8 Specifically, the Proxy Statement contains materially incomplete and misleading information
9 regarding: (i) financial projections for 8point3; (ii) the analyses conducted by the Partnership’s
10 financial advisor, Evercore Group L.L.C.; (iii) potential conflicts of interest faced by the financial
11 advisors to the Proposed Transaction; and (iv) information regarding the process leading up the
12 Proposed Transaction.

13 6. As set forth more fully herein, Plaintiff seeks to enjoin Defendants from proceeding with
14 the Proposed Transaction. In the event that the Proposed Transaction is consummated, Plaintiff seeks
15 to recover damages from the Defendants for their violations of the Exchange Act.

16 **JURISDICTION AND VENUE**

17 7. This Court has subject matter jurisdiction over all claims asserted herein pursuant to
18 Section 27 of the Exchange Act, 15 U.S.C § 78aa, and 28 U.S.C. § 1331, as Plaintiff alleges violations
19 of Sections 14(a) and 20(a) of the Exchange Act.

20 8. This Court has personal jurisdiction over all of the Defendants because each is either a
21 corporation that conducts business in, solicits shareholders in, and/or maintains operations within, this
22 District, or is an individual who is either present in this District for jurisdictional purposes or has
23 sufficient minimum contacts with this District so as to make the exercise of jurisdiction by this Court
24 permissible under traditional notions of fair play and substantial justice.

25 9. Venue is proper under 28 U.S.C. § 1391 because a substantial portion of the transactions
26 and wrongs complained of herein occurred in this District. Further, the Partnership’s principal
27 executive offices are located in this District.

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THE PARTIES

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2 10. Plaintiff is, and has been at all times relevant hereto, the owner of 8point3 common
3 stock.

4 11. Defendant 8point3 is a Delaware limited partnership with its principal executive offices
5 located at 77 Rio Robles, San Jose, California 95134. The Partnership’s common stock is traded on
6 the NASDAQ under the symbol “CAFD.”

7 12. Defendant Charles D. Boynton (“Boynton”) has been 8point3’s Chairman of the Board
8 and Chief Executive Officer (“CEO”) since March 2015. Defendant Boynton has also been the
9 Executive Vice President and Chief Financial Officer (“CFO”) since March 2012.

10 13. Defendant Alex Bradley (“Bradley”) has been a member of 8point3’s Board since June
11 2016. Defendant Bradley has also been the CFO of First Solar since July 2016.

12 14. Defendant Natalie F. Jackson (“Jackson”) has been a member of 8point3’s Board since
13 March 2017 and has been the Vice President of Operations since June 2015.

14 15. Defendant Thomas C. O’Connor (“O’Connor”) has been a member of 8point3’s Board
15 since June 2015.

16 16. Defendant Norman J. Szydlowski (“Szydlowski”) has been a member of 8point3’s Board
17 since June 2015.

18 17. Defendant Mark. R. Widmar (“Widmar”) has been a member of 8point3’s Board since
19 March 2015 and has been the CEO of First Solar since July 2016.

20 18. Defendant Michael W. Yackira (“Yackira”) has been a member of 8point3’s Board since
21 June 2015.

22 19. Defendants Boynton, Bradley, Jackson, O’Connor, Szydlowski, Widmar, and Yackira
23 are collectively referred to herein as the “Individual Defendants.”

24 20. The Individual Defendants, together with Defendant 8point3, are collectively referred to
25 as the “Defendants.”

CLASS ACTION ALLEGATIONS

1
2 21. Plaintiff brings this action as a class action pursuant to Fed. R. Civ. P. 23 on behalf of
3 himself and the other public shareholders of 8point3 (the “Class”). Excluded from the Class are
4 Defendants herein and any person, firm, trust, corporation, or other entity related to or affiliated with
5 any of the Defendants.

6 22. This action is properly maintainable as a class action for the following reasons:

7 23. The Class is so numerous that joinder of all members is impracticable. As of March 19,
8 2018, there were 28,093,305 8point3 common shares outstanding, held by hundreds, if not thousands,
9 of individuals and entities scattered throughout the country.

10 24. Questions of law and fact are common to the Class, including, among others: (i) whether
11 Defendants have violated Sections 14(a) of the Exchange Act by misrepresenting or omitting material
12 information concerning the Proposed Transaction in the Proxy Statement; (ii) whether the Individual
13 Defendants have violated Section 20(a) of the Exchange Act; and (iii) whether Plaintiff and the Class
14 would be irreparably harmed if the Proposed Transaction is consummated as currently contemplated
15 and pursuant to the Proxy Statement as currently composed.

16 25. Plaintiff is an adequate representative of the Class, has retained competent counsel
17 experienced in litigation of this nature, and will fairly and adequately protect the interests of the Class.

18 26. Plaintiff’s claims are typical of the claims of the other members of the Class and Plaintiff
19 does not have any interests adverse to the Class.

20 27. The prosecution of separate actions by individual members of the Class would create a
21 risk of inconsistent or varying adjudications with respect to individual members of the Class which
22 would establish incompatible standards of conduct for the party opposing the Class.

23 28. A class action is superior to other available methods for fairly and efficiently
24 adjudicating this controversy.

25 29. Defendants have acted, or refused to act, on grounds generally applicable to the Class as
26 a whole, and are causing injury to the entire Class. Therefore, preliminary and final injunctive relief on
27 behalf of the Class as a whole is entirely appropriate.

* * *

The completion of the Proposed Transactions is subject to a number of closing conditions, including approval by a majority of the outstanding 8point3 public Class A shareholders, the expiration of the waiting period under the Hart-Scott-Rodino (HSR) Antitrust Improvements Act of 1976, Federal Energy Regulatory Commission (FERC) Section 203 approval and the approval of the Committee on Foreign Investment in the United States (CFIUS). The Sponsors, which are the indirect owners of our General Partner and approximately 64.5 percent of OpCo's outstanding units, have executed an agreement to vote in support of the Proposed Transactions. Additionally, the Proposed Transactions are subject to certain other customary closing conditions.

The Proposed Transaction is Unfair to the Partnership's Shareholders

34. As currently constructed, the Proposed Transaction serves primarily as a benefit for First Solar, SunPower, and Capital Dynamics, at the expense of the Partnership's Class A shareholders.

35. The price offered to shareholders as Merger Consideration severely undervalues 8point3. For instance, on February 2, 2018, the Friday before the announcement of the Proposed Transaction, 8point3 shares closed at \$14.29, nearly \$2 more than the consideration contemplated by the Proposed Transaction. In fact, as recently as January 8, 2018, 8point3 shares were trading at \$15.90, nearly 30% more than that offered to shareholders in connection with the Proposed Transaction.

36. 8point3 has previously recognized its strong financial performance. On April 4, 2017, the Partnership stated that its "strong operating performance over the last two years has shown that owning a portfolio of high-quality solar assets can successfully generate long-term, stable cash flow growth for investors." More recently, on March 28, 2018, 8point3 again announced positive financial results, stating that the Partnership had exceeded Q1 revenue, net income, Adjusted EBITDA, and CAFD guidance.

37. Despite the positive financial outlook of the Partnership, Defendants conducted a flawed process, ultimately agreeing to enter into a transaction that was unfair to 8point3's shareholders.

38. While exploring the options for the liquidity of First Solar, it became apparent that the only market for the sale of First Solar was in fact the sale of all three components of the Partnership (First Solar, SunPower, and the public shareholder's interest). As such, Defendants agreed to the Proposed Transaction at an unfair price in order to complete the sale.

1 39. On June 19, 2017, an agreement was reached whereby First Solar would pay SunPower
2 additional consideration from the proceeds received from the Proposed Transaction. The effect of this
3 agreement is that, based upon the unadjusted Merger Consideration of \$12.35 per unit, First Solar will
4 receive an aggregate of approximately \$242.8 million (or \$10.98 per OpCo Unit) and SunPower will
5 receive an aggregate of approximately \$387.1 million (or \$13.40 per OpCo Unit). As such, First Solar
6 will achieve the liquidity it was searching for and SunPower will receive consideration greater than
7 that of the Partnership's Class A shareholders upon consummation of the Proposed Transaction

8 40. On November 28, 2017, 8point3's conflicts committee (the "Conflicts Committee"),
9 consisting of Defendants O'Connor, Szydowski, and Yackira, met with representatives of Evercore
10 whereby it was determined that a proposal should be made whereby shareholders would receive
11 \$15.00 per Class A share with a corresponding reduction to the amount to be received by SunPower
12 and First Solar in the event that Capital Dynamics would not increase its offer price from \$12.35. First
13 Solar and SunPower responded that they would not be willing to provide this additional compensation.

14 41. On January 16, 2018, the Conflicts Committee again met with Evercore in order to
15 continue discussions regarding the Proposed Transaction. Following the meeting, the Conflicts
16 Committee proposed to First Solar and SunPower that 8point3 shareholders would receive
17 consideration equivalent to that received by SunPower. Again, First Solar and SunPower were
18 unwilling to provide shareholders with increased compensation.

19 42. The Conflicts Committee met again on February 5, 2018, and approved the Proposed
20 Transaction. Throughout negotiations, the Conflicts Committee continually tried to raise the
21 consideration from First Solar and SunPower. As such, it is apparent that the Conflicts Committee
22 was well aware that the \$12.35 price for shareholders was wholly inadequate. Despite that knowledge,
23 8point3 still entered into the Proposed Transaction, to the detriment of its Class A shareholders.

FALSE AND MISLEADING STATEMENTS**AND/OR MATERIAL OMISSIONS IN THE PROXY STATEMENT**

43. On March 19, 2018, Defendants caused 8point3 to file the materially misleading Proxy Statement with the SEC, urging the Partnership's shareholders to vote in favor of the Proposed Transaction. Defendants were obligated to carefully review the Proxy Statement before it was filed with the SEC and disseminated to 8point3's shareholders to ensure that it did not contain any material false and misleading statements or material misrepresentations or omissions. However, the Proxy Statement misrepresents and/or omits material information that is necessary for 8point3's shareholders to make an informed decision concerning whether to vote in favor of the Proposed Transaction, in violation of Sections 14(a) and 20(a) of the Exchange Act.

**Material False and Misleading Statements or Material Misrepresentations or Omissions
Regarding the Management Prepared Financial Projections**

44. The Proxy Statement fails to provide material information concerning the Partnership's financial projections. Specifically, the Proxy Statement provides projections for non-GAAP (generally accepted accounting principles) metrics, including EBITDA, but fails to provide line item projections for the metrics used to calculate these non-GAAP measures or otherwise reconcile the non-GAAP projections to the most comparable GAAP measures.

45. When a company discloses non-GAAP financial measures in a Registration Statement, the company must also disclose all projections and information necessary to make the non-GAAP measures not misleading, and must provide a reconciliation (by schedule or other clearly understandable method), of the differences between the non-GAAP financial measure disclosed or released with the most comparable financial measure or measures calculated and presented in accordance with GAAP. 17 C.F.R. § 244.100.

46. Indeed, the SEC has recently increased its scrutiny of the use of non-GAAP financial measures in communications with shareholders. The former SEC Chairwoman, Mary Jo White, recently stated that the frequent use by publicly traded companies of unique company-specific non-GAAP financial measures (as Layne Christensen and Granite have included in the Registration Statement here), implicates the centerpiece of the SEC's disclosures regime:

1 In too many cases, the non-GAAP information, which is meant to supplement
2 the GAAP information, has become the key message to investors, crowding out
3 and effectively supplanting the GAAP presentation. Jim Schnurr, our Chief
4 Accountant, Mark Kronforst, our Chief Accountant in the Division of
5 Corporation Finance and I, along with other members of the staff, have spoken
6 out frequently about our concerns to raise the awareness of boards, management
7 and investors. And last month, the staff issued guidance addressing a number of
8 troublesome practices which can make non-GAAP disclosures misleading: the
9 lack of equal or greater prominence for GAAP measures; exclusion of normal,
10 recurring cash operating expenses; individually tailored non-GAAP revenues;
11 lack of consistency; cherry-picking; and the use of cash per share data. I
12 strongly urge companies to carefully consider this guidance and revisit their
13 approach to non-GAAP disclosures. I also urge again, as I did last December,
14 that appropriate controls be considered and that audit committees carefully
15 oversee their company's use of non-GAAP measures and disclosures.¹

16 47. The SEC has repeatedly emphasized that disclosure of non-GAAP projections can be
17 inherently misleading, and has therefore heightened its scrutiny of the use of such projections.²
18 Indeed, on May 17, 2016, the SEC's Division of Corporation Finance released new and updated
19 Compliance and Disclosure Interpretations ("C&DIs") on the use of non-GAAP financial measures
20 that demonstrate the SEC's tightening policy.³ One of the new C&DIs regarding forward-looking
21 information, such as financial projections, explicitly requires companies to provide any reconciling
22 metrics that are available without unreasonable efforts.

23 48. Accordingly, in order to make the projections included in the Proxy Statement materially
24 complete and not misleading, Defendants must disclose: (i) revenues from unconsolidated affiliates;
25 (ii) principal repayments related to refinancing activities; (iii) all line items used to calculate unlevered
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27 ¹ Mary Jo White, Keynote Address, International Corporate Governance Network Annual Conference:
28 Focusing the Lens of Disclosure to Set the Path Forward on Board Diversity, Non-GAAP, and
Sustainability (June 27, 2016), <https://www.sec.gov/news/speech/chair-white-icgnspeech.html>.

29 ² See, e.g., Nicolas Grabar and Sandra Flow, Non-GAAP Financial Measures: The SEC's Evolving
Views, Harvard Law School Forum on Corporate Governance and Financial Regulation (June 24,
2016), <https://corpgov.law.harvard.edu/2016/06/24/non-gaap-financial-measures-theseecs-evolving-views/>;
Gretchen Morgenson, Fantasy Math Is Helping Companies Spin Losses Into Profits, N.Y.
Times, Apr. 22, 2016, http://www.nytimes.com/2016/04/24/business/fantasy-math-is-helping-companies-spin-losses-into-profits.html?_r=0.

30 ³ Non-GAAP Financial Measures, Compliance & Disclosure Interpretations, U.S. SECURITIES AND
EXCHANGE COMMISSION (May 17, 2017),
<https://www.sec.gov/divisions/corpfin/guidance/nongaapinterp.htm>.

1 free cash flow; (iv) all line items used to calculate Adjusted EBITDA; and (v) a reconciliation of all
2 non-GAAP to GAAP metrics.

3 **Material False and Misleading Statements or Material Misrepresentations or Omissions**

4 **Regarding Evercore's Financial Analyses**

5 49. With respect to Evercore's *Unlevered Discounted Cash Flow Analysis*, the Proxy
6 Statement does not disclose: (i) the Merchant Price Curve Sensitivity projections; (ii) the Generation
7 Sensitivity projections; (iii) 8point3's net operating losses; and (iv) the inputs and assumptions
8 underlying the range of discount rates of 5.0% to 7.0%.

9 50. With respect to Evercore's *Peer Group Trading Analysis*, the Proxy statement does not
10 disclose: (i) the individual multiples and financial metrics for the companies observed by Evercore in
11 its analysis; and (ii) the estimated 2018-2022 implied dividends per share for 8point3.

12 51. With respect to Evercore's *Precedent M&A Transaction Analysis*, the Proxy Statement
13 fails to disclose the individual multiples and financial metrics for the transactions observed by
14 Evercore in its analysis.

15 52. When a banker's endorsement of the fairness of a transaction is touted to shareholders,
16 the valuation methods used to arrive at that opinion as well as the key inputs and range of ultimate
17 values generated by those analyses must also be fairly disclosed. Moreover, the disclosure of projected
18 financial information is material because it provides stockholders with a basis to project the future
19 financial performance of a company and allows stockholders to better understand the financial
20 analyses performed by the company's financial advisor in support of its fairness opinion.

21 53. The Proxy Statement also fails to disclose material information regarding potential
22 conflicts of interest of Evercore, the Partnership's financial advisor for the Proposed Transaction,
23 including the amount of compensation Evercore received in the past for services provided to 8point3
24 and its affiliates.

25 54. The above omitted information is material to the Partnership's shareholders, rendering
26 Evercore's financial analyses false and misleading.

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1 **Material False and Misleading Statements or Material Misrepresentations or Omissions**

2 **Regarding the Background of the Proposed Transaction**

3 55. The Proxy Statement omits material information relating to the sale process leading up to
4 the Proposed Transaction.

5 56. The Proxy Statement fails to note whether any non-disclosure agreements executed by
6 8point3 and prospective bidders contained “don’t ask, don’t waive” provisions that are presently
7 precluding those parties from making a topping bid for the Partnership. This information is material to
8 shareholders in deciding how to vote on the Proposed Transaction, as it would show whether or not a
9 superior offer for the Partnership was available.

10 **COUNT I**

11 **(Against All Defendants for Violations of Section 14(a)**

12 **of the Exchange Act and Rule 14a-9 Promulgated Thereunder)**

13 57. Plaintiff incorporates each and every allegation set forth above as if fully set forth herein.

14 58. Section 14(a)(1) of the Exchange Act makes it “unlawful for any person, by the use of
15 the mails or by any means or instrumentality of interstate commerce or of any facility of a national
16 securities exchange or otherwise, in contravention of such rules and regulations as the Commission
17 may prescribe as necessary or appropriate in the public interest or for the protection of investors, to
18 solicit or to permit the use of his name to solicit any proxy or consent or authorization in respect of
19 any security (other than an exempted security) registered pursuant to section 78l of this title.” 15
20 U.S.C. § 78n(a)(1).

21 59. Rule 14a-9, promulgated by the SEC pursuant to Section 14(a) of the Exchange Act,
22 provides that communications with stockholders in a recommendation statement shall not contain “any
23 statement which, at the time and in the light of the circumstances under which it is made, is false or
24 misleading with respect to any material fact, or which omits to state any material fact necessary in
25 order to make the statements therein not false or misleading.” 17 C.F.R. § 240.14a-9.

26 60. The Defendants have issued the Proxy Statement with the intention of soliciting
27 shareholders support for the Proposed Transactions. Each of the Defendants reviewed and authorized
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1 the dissemination of the Proxy Statement, which fails to provide critical information regarding, among
2 other things, the financial projections for the Partnership.

3 61. In so doing, Defendants made untrue statements of fact and/or omitted material facts
4 necessary to make the statements made not misleading. Each of the Defendants, by virtue of their roles
5 as officers and/or directors, were aware of the omitted information but failed to disclose such
6 information, in violation of Section 14(a). The Defendants were therefore negligent, as they had
7 reasonable grounds to believe material facts existed that were misstated or omitted from the Proxy
8 Statement, but nonetheless failed to obtain and disclose such information to shareholders although
9 they could have done so without extraordinary effort.

10 62. The Defendants knew or were negligent in not knowing that the Proxy Statement is
11 materially misleading and omits material facts that are necessary to render it not misleading. The
12 Defendants undoubtedly reviewed and relied upon the omitted information identified above in
13 connection with their decision to approve and recommend the Proposed Transactions.

14 63. The Defendants knew or were negligent in not knowing that the material information
15 identified above has been omitted from the Proxy Statement, rendering the sections of the Proxy
16 Statement identified above to be materially incomplete and misleading. Indeed, the Defendants were
17 required to be particularly attentive to the procedures followed in preparing the Proxy Statement and
18 review it carefully before it was disseminated, to corroborate that there are no material misstatements
19 or omissions.

20 64. The Defendants were, at the very least, negligent in preparing and reviewing the Proxy
21 Statement. The preparation of a Proxy Statement by corporate insiders containing materially false or
22 misleading statements or omitting a material fact constitutes negligence. The Defendants were
23 negligent in choosing to omit material information from the Proxy Statement or failing to notice the
24 material omissions in the Proxy Statement upon reviewing it, which they were required to do carefully
25 as the Partnership's directors. Indeed, the Defendants were intricately involved in the process leading
26 up to the signing of the Merger Agreement and the preparation of the Partnership's financial
27 projections.

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1 F. Granting such other and further relief as this Court may deem just and proper.

2 **JURY DEMAND**

3 Plaintiff demands a trial by jury on all issues so triable

4 DATED: April 12, 2018

REICH RADCLIFFE & HOOVER LLP

By: /s/ Adam T. Hoover

Adam T. Hoover

LIFSHITZ & MILLER LLP

Joshua M. Lifshitz

Attorneys for Plaintiff

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SWORN CERTIFICATION PURSUANT TO FEDERAL SECURITIES LAWS

I, Evan Davis, hereby certify that:

1. Plaintiff has reviewed the complaint and authorized the commencement of a lead plaintiff motion and/or filing of a complaint on plaintiff's behalf.
2. I did not purchase the security that is the subject of this action at the direction of plaintiff's counsel or in order to participate in any private action arising under this title.
3. I am willing to serve as a representative party on behalf of a class and will testify at deposition and trial, if necessary.
4. My transactions in CAFD securities that are the subject of this litigation during the Class Period are attached hereto as Exhibit A.
5. I have not served as or sought to serve as a representative party on behalf of a Class under this title during the last three years.
6. I will not accept any payment for serving as a representative party, except to receive my pro rata share of any recovery or as ordered or approved by the Court, including the award to a representative of reasonable costs and expenses (including lost wages) directly relating to the representation of the class.

I declare under penalty of perjury that the foregoing are true and correct statements.

Executed on 03/21/2018

A handwritten signature in black ink, appearing to read 'E. Davis', is written on a light blue background.

Signature

CIVIL COVER SHEET

The JS-CAND 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Evan Davis, Individually and on Behalf of All Others Similarly Situated

(b) County of Residence of First Listed Plaintiff Kings County (EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number) REICH RADCLIFFE & HOOVER LLP; 4675 MacArthur Court, #550; Newport Beach, CA 92660; 949-975-0512

DEFENDANTS

8Point3 Energy Partners LP, et al.

County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
2 U.S. Government Defendant
3 Federal Question (U.S. Government Not a Party)
4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

Table with columns for Plaintiff (PTF) and Defendant (DEF) citizenship: Citizen of This State, Citizen of Another State, Citizen or Subject of a Foreign Country, Incorporated or Principal Place of Business In This State, Incorporated and Principal Place of Business In Another State, Foreign Nation.

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Large table with categories: CONTRACT, REAL PROPERTY, TORTS, CIVIL RIGHTS, PRISONER PETITIONS, HABEAS CORPUS, OTHER, FORFEITURE/PENALTY, LABOR, IMMIGRATION, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only)

- 1 Original Proceeding
2 Removed from State Court
3 Remanded from Appellate Court
4 Reinstated or Reopened
5 Transferred from Another District (specify)
6 Multidistrict Litigation-Transfer
8 Multidistrict Litigation-Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity): Securities Act of 1934

Brief description of cause: Recovery of damages caused by false and misleading statements of Defendants.

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, Fed. R. Civ. P. DEMAND \$ 75,000 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

VIII. RELATED CASE(S), IF ANY (See instructions):

JUDGE DOCKET NUMBER

IX. DIVISIONAL ASSIGNMENT (Civil Local Rule 3-2)

(Place an "X" in One Box Only) SAN FRANCISCO/OAKLAND SAN JOSE EUREKA-MCKINLEYVILLE

DATE April 16, 2018

SIGNATURE OF ATTORNEY OF RECORD

/s/ Adam T. Hoover

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS-CAND 44

Authority For Civil Cover Sheet. The JS-CAND 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved in its original form by the Judicial Conference of the United States in September 1974, is required for the Clerk of Court to initiate the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I. a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the “defendant” is the location of the tract of land involved.)
- c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section “(see attachment).”
- II. Jurisdiction.** The basis of jurisdiction is set forth under Federal Rule of Civil Procedure 8(a), which requires that jurisdictions be shown in pleadings. Place an “X” in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- (1) United States plaintiff. Jurisdiction based on 28 USC §§ 1345 and 1348. Suits by agencies and officers of the United States are included here.
 - (2) United States defendant. When the plaintiff is suing the United States, its officers or agencies, place an “X” in this box.
 - (3) Federal question. This refers to suits under 28 USC § 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - (4) Diversity of citizenship. This refers to suits under 28 USC § 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS-CAND 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an “X” in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an “X” in one of the six boxes.
- (1) Original Proceedings. Cases originating in the United States district courts.
 - (2) Removed from State Court. Proceedings initiated in state courts may be removed to the district courts under Title 28 USC § 1441. When the petition for removal is granted, check this box.
 - (3) Remanded from Appellate Court. Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - (4) Reinstated or Reopened. Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - (5) Transferred from Another District. For cases transferred under Title 28 USC § 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - (6) Multidistrict Litigation Transfer. Check this box when a multidistrict case is transferred into the district under authority of Title 28 USC § 1407. When this box is checked, do not check (5) above.
 - (8) Multidistrict Litigation Direct File. Check this box when a multidistrict litigation case is filed in the same district as the Master MDL docket. Please note that there is no Origin Code 7. Origin Code 7 was used for historical records and is no longer relevant due to changes in statute.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC § 553. Brief Description: Unauthorized reception of cable service.
- VII. Requested in Complaint.** Class Action. Place an “X” in this box if you are filing a class action under Federal Rule of Civil Procedure 23. Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction. Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS-CAND 44 is used to identify related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.
- IX. Divisional Assignment.** If the Nature of Suit is under Property Rights or Prisoner Petitions or the matter is a Securities Class Action, leave this section blank. For all other cases, identify the divisional venue according to Civil Local Rule 3-2: “the county in which a substantial part of the events or omissions which give rise to the claim occurred or in which a substantial part of the property that is the subject of the action is situated.”
- Date and Attorney Signature.** Date and sign the civil cover sheet.

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [8point3 Energy Partners Faced with Securities Lawsuit Over Potential Merger](#)
