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12 Attorneys for Defendants/Cross-Complainants,  
PRISTINE SUN, LLC and PRISTINE SUN FUND 1, LLC

13  
14 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
15 COUNTY OF SAN FRANCISCO

16 RENESOLA POWER INC., a Delaware  
17 corporation; BAYNERGY, LLC, a Delaware  
18 limited liability company; RENESOLA  
AMERICA INC., a Delaware corporation,

19 Plaintiffs,

20 vs.

21 PRISTINE SUN, LLC, a Wyoming limited  
22 liability company; PRISTINE SUN FUND 1,  
23 LLC, a California limited liability company;  
and DOES 1 through 50, inclusive,

24 Defendants.

25  
26 PRISTINE SUN, LLC, a Wyoming limited  
liability company; PRISTINE SUN FUND 1,  
27 LLC, a California limited liability company,

28 Cross-Complainants,

ELECTRONICALLY  
**FILED**

Superior Court of California,  
County of San Francisco

**01/11/2016**  
Clerk of the Court

BY:ROMY RISK

Deputy Clerk

1 vs. )  
 2 )  
 3 RENESOLA POWER INC., a Delaware )  
 4 corporation; BAYNERGY, LLC, a Delaware )  
 5 limited liability company; RENESOLA )  
 6 AMERICA INC., a Delaware corporation, and )  
 7 ROES 1 through 20, inclusive, )  
 8 )  
 9 Cross-Defendants. )  
 10 )

11 COME NOW Defendants/Cross-Complainants Pristine Sun, LLC (“Pristine Sun”) and  
 12 Pristine Sun Fund 1, LLC (“Pristine Sun Fund 1”) (collectively, “Defendants”) and herein cross-  
 13 complain against Plaintiffs/Cross-Defendants ReneSola Power Inc. (“ReneSola”), Baynergy,  
 14 LLC (“Baynergy”), ReneSola America Inc. (“ReneSola America”), and Cross-Defendants Roes  
 15 1-20, inclusive, (collectively, the “Cross-Defendants”) as follows:

16 1. Pristine Sun is a corporation organized and existing under the laws of the State of  
 17 Wyoming, with a principal place of business in California. Pristine Sun is a renewable energy  
 18 company, and as such is an independent power producer, a full service energy and procurement  
 19 contractor, and a leading developer of small utility-scale solar photovoltaic power plants in the  
 20 United States.

21 2. Pristine Sun Fund 1 is a limited liability company organized under the laws of the  
 22 State of California.

23 3. ReneSola is a corporation organized and existing under the laws of the State of  
 24 Delaware, with its principal place of business in San Francisco, California. ReneSola is directly  
 25 or indirectly owned by, and/or affiliated with, ReneSola Ltd, an entity organized in the British  
 26 Virgin Islands with principal executive offices in the People’s Republic of China. ReneSola Ltd.  
 27 is listed on the New York Stock Exchange.

28 4. ReneSola America is a corporation existing under the laws of the State of  
 Delaware, with its principal place of business in San Francisco, California.

5. ReneSola and ReneSola America have voluntarily submitted to jurisdiction and  
 venue in this Court. Venue and jurisdiction on the Counterclaims asserted herein are proper

1 because the Counterclaims arise from the same events and transactions as those forming the  
2 subject of the claims asserted by ReneSola and ReneSola America.

3 6. Defendants are ignorant of the true names and capacities of cross-defendants sued  
4 herein as ROES 1 through 20, inclusive, and therefore sue said cross-defendants by such  
5 fictitious names. Defendants will seek leave of court to amend this Cross-Complaint to allege  
6 their true names and capacities when ascertained. Defendants are informed and believe, and  
7 thereon allege, that each of these fictitiously named cross-defendants is responsible in some  
8 manner for the occurrences alleged herein, and that Defendants' injuries and damages as herein  
9 alleged were proximately caused by such cross-defendants.

10 7. In late July 2015, following months of negotiations, Pristine Sun and ReneSola  
11 sought to form a joint venture called Baynergy intended to pursue and develop certain solar  
12 energy projects. Plaintiff and Defendant executed a Limited Liability Company Agreement (the  
13 "JV Agreement") of Baynergy, LLC, a Delaware limited liability company. The JV Agreement  
14 was executed on July 27, 2015, and was dated and entered into as of July 24, 2015. At the same  
15 time, Pristine Sun and ReneSola entered into a Side Agreement (the "Side Agreement"), as  
16 further discussed below.

17 8. Section 3.2.B of the JV Agreement provided in relevant part:

18  
19 Pristine has committed to offer for sale to [Baynergy], for construction by  
20 [Baynergy], an aggregate installed capacity of 300 MW of solar energy projects  
21 that satisfy [certain specified criteria] . . . For each such project that is both  
22 accepted by ReneSola . . . and approved by ReneSola for construction by  
23 [Baynergy] . . . ReneSola will contribute cash equity . . . to fund . . . the  
24 construction of each Project.

25 9. Thus, the JV Agreement contemplated that Pristine Sun would identify potential  
26 solar energy projects, perform a variety of analyses and early-stage efforts, and offer those  
27 projects to Baynergy. If certain conditions were met, Baynergy would purchase the project and  
28 then fund its construction.

10 10. The JV Agreement contemplated that, simultaneous with its execution, Baynergy  
11 would purchase the first three portfolios of projects, which were listed on Exhibit C to the JV

1 Agreement (the “Exhibit C Projects”). Section 5.13.C of the JV Agreement provided that a  
2 Project Purchase Agreement would be executed as to each such project, simultaneously with the  
3 execution of the JV Agreement. As drafted, those initial Project Purchase Agreements were  
4 themselves entitled “Member Interest Purchase Agreements,” and are herein referred to as  
5 “MIPAs”, which was the name the parties informally used for them. Pursuant to the JV  
6 Agreement and the MIPAs, Pristine Sun would receive substantial financial proceeds following  
7 the execution of the MIPAs.

8 11. The funds to be received by Pristine Sun upon execution of the MIPAs was a  
9 material consideration for Pristine Sun’s entering into the JV Agreement and related documents  
10 and undertaking the obligations described therein.

11 12. Under the JV Agreement, the price to be paid under each MIPA was to be  
12 calculated according to certain specified calculations. Those calculations would be set out in a  
13 pricing spreadsheet, which would be an Exhibit to the relevant MIPA.

14 13. Prior to execution of the JV Agreement, representatives of ReneSola and Pristine  
15 Sun engaged in extensive communications regarding the relevant pricing spreadsheets.

16 14. ReneSola had designated a consultant, Bill Glenesk, as its spokesperson for  
17 technical matters pertaining to the Projects and for its review of the pricing spreadsheets in the  
18 data room. In the extensive communications between the parties regarding the pricing  
19 spreadsheets, Bill Glenesk consistently acted as agent for ReneSola and communicated  
20 ReneSola’s intentions and positions to Pristine Sun. Indeed, when Pristine Sun asked ReneSola  
21 about the status of pricing determinations, ReneSola’s representatives consistently deferred to  
22 Bill Glenesk.

23 15. As the execution of the JV Agreement neared, Pristine Sun repeatedly asked  
24 ReneSola to confirm the parties’ agreement on the Accepted Project Purchase Price(s) (reflected  
25 on the pricing spreadsheets) for each of the Exhibit C Projects. There were multiple phone calls  
26 and emails between the parties in which the parties made changes to the pricing models that  
27 were housed in the Pristine Sun online ‘data room’. Communications from Bill Glenesk and  
28 from ReneSola’s CEO, Kevin Chen, indicated that ReneSola had agreed upon the calculation of

1 “Accepted Project Purchase Price” as indicated in the pricing model spreadsheets in the data  
2 room.

3 16. For example, Mr. Glenesk’s extensive email exchanges with Pristine Sun’s  
4 Patrick Lynch regarding the pricing spreadsheets continued through and including July 23, 2015,  
5 and clearly confirmed Mr. Glenesk’s acceptance of the spreadsheets. Those spreadsheets were  
6 so essential to the deal that the JV Agreement contemplated that the spreadsheets would be  
7 included as “Annex X to Schedule B” of the JV Agreement itself.

8 17. Kevin Chen also confirmed ReneSola’s agreement to the pricing spreadsheets  
9 prior to execution of the JV Agreement. For example, at 1:52 pm on July 27, shortly before  
10 signing, Mr. Chen emailed Troy Helming and Jessie O’Malley noting that with two exceptions,  
11 “all the other projects on your lists have met funding criteria with the CPs you laid out in your  
12 email plus solar facility overlay . . . .” Under the JV Agreement, ReneSola’s acceptance of  
13 funding criteria necessarily includes acceptance of pricing. Mr. Chen offered similar assurances  
14 in a conference call with Pristine Sun prior to execution of the JV Agreement.

15 18. The pricing model spreadsheets contained in the data room, to which ReneSola  
16 had agreed, are hereinafter referred to as the “Accepted Pricing Spreadsheets.” The Pricing  
17 Model Spreadsheets indicated a total purchase price, for all three Exhibit C projects, of  
18 \$27,888,267.

19 19. At the time the JV Agreement was signed, certain schedules to the MIPAs for the  
20 Exhibit C projects were not yet ready or were incomplete, notwithstanding the provisions of  
21 Section 5.13.C of the JV Agreement. Accordingly, the parties drafted and executed a Side  
22 Agreement among Pristine, Pristine Sun Fund 1, ReneSola, ReneSola America and Baynergy,  
23 also dated as of July 24, 2015, in which they agreed to complete the schedules necessary for  
24 completion of the MIPAs. The Side Agreement also contained provisions regarding various  
25 other aspects of the parties’ transaction.

26 20. On July 31, 2015, three business days after July 27 (the date on which the JV  
27 Agreement and Side Agreement were actually signed) Pristine Sun’s representatives prepared  
28 and delivered to ReneSola the three MIPAs for the Exhibit C Projects in the agreed-upon form,

1 adding to those forms the project names and details and the accepted project purchase price from  
2 the Pricing Model Spreadsheets.

3 21. Having previously accepted the pricing spreadsheets, and having induced Pristine  
4 Sun to execute and enter into the JV Agreement and related agreements based on ReneSola's  
5 agreement to the pricing spreadsheets and upon its representations that the spreadsheets were  
6 complete and acceptable, ReneSola then disavowed its prior representations.

7 22. When ReneSola finally responded to the draft MIPAs, it indicated that some of  
8 the projects "wouldn't work," asked that those projects be removed from the deal, and also  
9 provided a new list of prices for the remaining Projects that were, in most cases, between 30-  
10 40% less than the pricing reflected on the data room spreadsheets to which Mr. Glenesk and Mr.  
11 Chen had previously agreed.

12 23. In the aggregate, ReneSola's new proposed pricing was \$11 million less than had  
13 been reflected on the Pricing Model Spreadsheets to which ReneSola had previously agreed.  
14 (Specifically, the "new" total was \$16,737,858, and the total from the agreed-upon spreadsheets  
15 was \$27,888,267).

16 24. ReneSola has refused to execute the MIPAs containing the pricing spreadsheets  
17 previously agreed upon, and has failed and refused to deliver the funds reflected on the Pricing  
18 Model Spreadsheets, as previously agreed.

19 25. Receipt of the funds reflected on the Pricing Model Spreadsheets was a material  
20 consideration for Pristine Sun in its execution of the JV Agreement and Side Agreement.  
21 Pristine Sun would not have executed and entered into the JV Agreement and the Side  
22 Agreement on the terms subsequently offered by ReneSola. ReneSola's representatives knew  
23 this.

24 26. The wrongful actions of ReneSola and ReneSola America have resulted in harm  
25 beyond the failure to execute the MIPAs and deliver funds in accord with the Pricing Model  
26 Spreadsheets. For example, ReneSola failed to pay utility deposits for twelve accepted North  
27 Carolina projects, totaling approximately \$1.7 million, even though the Side Agreement required  
28 these payments to be made by August 24, 2015. This and other breaches by the ReneSola parties

1 resulted in those projects' inability to qualify for certain state tax credits with a total value of  
2 approximately **\$31.7 million**.

3 **FIRST CAUSE OF ACTION**

4 **BREACH OF CONTRACT—MIPAs**

5 (Against All Cross-Defendants)

6 27. Pristine Sun and Pristine Sun Fund 1 incorporate paragraphs 1-26 as though fully  
7 stated herein.

8 28. Pristine Sun and ReneSola agreed to the Pricing Model Spreadsheets, and agreed  
9 that the MIPAs would be executed as provided in the JV Agreement, using the Pricing Model  
10 Spreadsheets.

11 29. The JV Agreement, the Side Agreement, and the agreement to utilize the Pricing  
12 Model Spreadsheets in the MIPAs constitute valid contracts, or in the alternative together  
13 constitute a single contract, all enforceable according to their terms.

14 30. ReneSola accepted the Pricing Model Spreadsheets pursuant to the JV Agreement  
15 and Side Agreement.

16 31. ReneSola has failed and refused to execute and enter into the MIPAs for the  
17 Exhibit C Projects using the Pricing Model Spreadsheets.

18 32. ReneSola has failed and refused to deliver the funds contemplated by the Pricing  
19 Model Spreadsheets.

20 33. Although ReneSola suggested a willingness to enter into a different set of MIPAs,  
21 which would involve pricing totaling approximately \$16,000,000, it conditioned this willingness  
22 on Pristine Sun's abandonment of its rights under the Exhibit C MIPAs and the Pricing Model  
23 Spreadsheets. Thus, while claiming a willingness to pay \$16,000,000 of the \$27,000,000 to  
24 which it had actually agreed, ReneSola has, in fact, paid nothing.

25 34. Whereby, Pristine Sun has been harmed in an amount to be proven at trial and no  
26 less than **\$27,888,267**.

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1 **SECOND CAUSE OF ACTION**

2 **FRAUDULENT INDUCEMENT—THE PRICING MODEL SPREADSHEETS**

3 (Against Cross-Defendants ReneSola and ReneSola America)

4 35. Plaintiff incorporates paragraphs 1 – 26 as though fully stated herein.

5 36. This Second Cause of Action is pled in the alternative.

6 37. ReneSola represented to Pristine Sun that ReneSola, or ReneSola on behalf of  
7 Baynergy, would execute the MIPAs utilizing the pricing set forth in the Pricing Model  
8 Spreadsheets. Such representations include but are not limited to those described in Paragraphs  
9 12-20 hereof.

10 38. ReneSola and ReneSola America knew or should have known that Pristine Sun  
11 would rely upon such representations in executing and entering into the Side Agreement and JV  
12 Agreement.

13 39. ReneSola and ReneSola America knew or should have known that Pristine Sun  
14 Fund 1 would rely upon such representations in executing and entering into the Side Agreement.

15 40. Pristine Sun reasonably relied on such representations in executing and entering  
16 into the JV Agreement and Side Agreement. Pristine Sun Fund 1 reasonably relied on such  
17 representations in executing and entering into the Side Agreement. These representations were a  
18 material inducement for Pristine Sun in executing and entering into the JV Agreement and Side  
19 Agreement, and for Pristine Sun Fund 1 in executing and entering into the Side Agreement.

20 41. ReneSola has failed and refused to execute the MIPAs utilizing the Pricing Model  
21 Spreadsheets.

22 42. Whereupon, Pristine Sun was fraudulently induced to enter into the JV  
23 Agreement and the Side Agreement, and Pristine Sun Fund 1 was fraudulently induced to enter  
24 into the Side Agreement.

25 43. Pristine Sun and Pristine Sun Fund 1 have been harmed thereby.

26 44. As a result, Pristine Sun and Pristine Sun Fund 1 are entitled to equitable relief  
27 rescinding the JV Agreement and Side Agreement, and to rescissionary damages in an amount to  
28 be proven at trial.



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**THIRD CAUSE OF ACTION**

**NEGLIGENT MISREPRESENTATION**

(Against Cross-Defendants ReneSola and ReneSola America)

45. Plaintiff incorporates paragraphs 1 – 26 as though fully stated herein.

46. This Third Cause of Action is pled in the alternative.

47. ReneSola and ReneSola America were negligent or failed to disclose material facts to Pristine Sun and Pristine Sun Fund 1 by falsely representing that ReneSola, or ReneSola on behalf of Baynergy, would execute the MIPAs utilizing the pricing set forth in the Pricing Model Spreadsheets. Such false representations, which include but are not limited to those described in Paragraphs 12-20 hereof, were made without reasonable grounds for ReneSola and ReneSola America believing them to be true.

48. It was reasonably foreseeable to ReneSola and ReneSola America that Pristine Sun would rely on such false or incomplete information, and Pristine Sun did so to its detriment.

49. It was reasonably foreseeable to ReneSola and ReneSola America that Pristine Sun Fund 1 would rely on such false or incomplete information, and Pristine Sun did so to its detriment.

50. As a direct and proximate result of the negligent misrepresentations of ReneSola and ReneSola America, Pristine Sun and Pristine Sun Fund 1 have suffered substantial damages in an amount to be proven at trial.

**PRAYER**

WHEREFORE, Pristine Sun and Pristine Sun Fund 1 pray for the following relief:

(a) that trial by a jury be had on all counts so triable;

(b) that this Court render judgment in favor of Pristine Sun and Pristine Sun Fund 1 and against Cross-Defendants;

(c) that this Court award damages to Pristine Sun and Pristine Sun Fund 1 in an amount to be determined at trial, but no less than \$27,888,267;

(d) that this Court grant injunctive relief rescinding the JV Agreement and Side Agreement

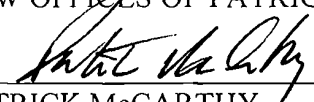
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(e) that this Court tax all costs against Cross-Defendants, jointly and severally;

(f) that this Court award Pristine Sun and Pristine Sun Fund 1 their reasonable attorneys' fees and litigation expenses; and

(g) that this Court enter such other and further relief as is just and proper under the circumstances.

Dated: January 11, 2016

LAW OFFICES OF PATRICK McCARTHY  
BY:   
PATRICK McCARTHY  
LAW OFFICES OF PATRICK McCARTHY  
  
ERIC S. FISHER  
TAYLOR ENGLISH DUMA, LLP  
  
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TAYLOR ENGLISH DUMA, LLP  
  
Attorneys for Defendants/Cross-Complainants,  
PRISTINE SUN, LLC and PRISTINE SUN  
FUND 1, LLC

**PROOF OF SERVICE**  
**[C.C.P. §§ 1013 and 2015.5, C.R.C. § 2.306, F.R.C.P. Rule 5]**

I, the undersigned, declare:

I am, and was at all times herein mentioned, over the age of 18 years and not a party to this action. My business address is the Law Offices of Patrick McCarthy, 7041 Koll Center Parkway, Suite 160, Pleasanton, CA 94566 and I am employed in the County of Alameda, State of California.

On the date set forth below, I served the foregoing documents described as:

- **CROSS-COMPLAINT OF DEFENDANTS/CROSS-COMPLAINANTS PRISTINE SUN, LLC AND PRISTINE SUN FUND 1 AGAINST PLAINTIFFS/CROSS-DEFENDANTS RENESOLA POWER INC., BAYNERGY, LLC, RENESOLA AMERICA INC., AND ROES 1-20**

on the following party(ies) in this action, in the manner indicated as follows:

Attorney for Plaintiffs:

Richard R. Patch, Esq.  
COBLENTZ PATCH DUFFY & BASS LLP  
One Montgomery St., Suite 3000  
San Francisco, CA 94104  
rrp@cpdb.com

**BY FIRST-CLASS MAIL:** I caused the original or a true copy thereof to be enclosed in a sealed envelope with first-class postage thereon fully prepaid, and placed it for collection and mailing this date, following ordinary business practices. I am readily familiar with my firm's business practice for the collection and processing of correspondence for mailing with the United States Postal Service, to-wit, that the correspondence will be deposited with the United States Postal Service at Pleasanton, California this same day in the ordinary course of business.

**BY PERSONAL SERVICE:** I caused such envelope(s) to be delivered by hand this date to the offices of the addressee(s).

**BY FACSIMILE:** I caused said document(s) to be transmitted by facsimile transmission from facsimile number (925) 460-6292 to the number(s) indicated after the address(es) noted above. A transmission report was properly issued by the sending facsimile machine, and the transmission was reported as complete and without error. A copy of this transmission report shall be attached to this proof of service and kept with the file.

**BY ELECTRONIC SERVICE:** I caused said document(s) to be transmitted by electronic mail transmission to the e-mail address indicated after the address(es) noted above.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on January 11, 2016, at Pleasanton, California.

  
KIMBERLEY FELTHAM