

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

STATE OF NEBRASKA, ex rel.  
MICHAEL T. HILGERS,  
ATTORNEY GENERAL,

Plaintiff,

v.

SUNBURN CONSTRUCTION,  
LLC D/B/A EVERLIGHT  
SOLAR, a Wisconsin limited  
liability company.

Defendant.

CI24-\_\_\_\_\_

COMPLAINT

The State of Nebraska, ex rel. Michael T. Hilgers, by and through the undersigned attorneys (“Attorney General” or “State of Nebraska”) brings this action against Sunburn Construction, LLC d/b/a Everlight Solar (“Everlight”) to protect Nebraskans against deceptive and unfair business practices.

As described further below, Everlight uses harassing sales tactics, falsely associates with Nebraska institutions to trade on their good will, and misrepresents the costs and benefits of solar to Nebraskans. These misleading activities violate state law and harm Nebraskans, and the State of Nebraska files this action to protect consumers.

## BACKGROUND

1. In today's inflationary environment, escalating costs have created a crushing burden on Nebraskans and their families. While Nebraskans historically have enjoyed some of the lowest power costs in the country, many Nebraskans are looking for ways to cut their day-to-day expenses, including their electric bills.

2. One option to lower monthly costs is through the deployment of residential rooftop solar panels. Local electric utilities, such as Omaha Public Power District (OPPD), have adopted programs that allow Nebraskans to provide the energy generated from their panels to the public power grid, helping to mitigate the cost of power.

3. While solar panels can help mitigate the monthly electricity bills, they are not cheap investments. According to MarketWatch's recent consumer survey, on average, solar panels cost between \$15,000 to \$20,000, inclusive of installation. *See* Faith Wakenfield, *How Much Do Solar Panels Cost? (2024 Guide)*, MarketWatch (Apr. 23, 2023), <https://www.marketwatch.com/guides/solar/solar-panel-cost/>.

4. Given these upfront costs, it can take an average of 6 to 10 years for a customer to break even on their investment. *See* SOLAR.COM, *Solar Loans: Financing Rates, Loan Terms, and More*, <https://www.solar.com/learn/solar-loans/> (last visited April 29, 2024). And that is only if they can pay for the entirety of the panels up front; financing a solar panel purchase (which most must do given the expense), adds to the overall costs of a project. According to industry estimates, solar loans average 8 to 20 years.

5. Given the costs and long-term commitment, it is critical that Nebraskans have access to honest companies who treat them fairly. Nebraska public utilities have developed programs and incentive structures to help consumers navigate the issues pertaining to solar installation; OPPD has created standards for partner companies, and rebates for consumers who use those companies.

6. Not all companies are partners with OPPD, and not all companies follow those standards of good behavior.

7. One such company is Everlight. Everlight harasses consumers in their homes, ignores non-solicitation laws, misrepresents material facts to consumers, and falsely associates with legitimate institutions. These are unlawful business practices under Nebraska law.

8. For instance, Everlight combines aggressive sales tactics and misleading statements to coerce customers into signing contracts with Everlight. Everlight ignores a whole host of non-solicitation laws, such as salespeople ignoring “no solicitation signs”; knocking on doors to pitch sales after dark (as late as 9:00 p.m. in the evening); and refusing to leave the premises of prospective customers until Everlight secures a sale.

9. In addition, Everlight also misrepresents its relationship with a number of respected local institutions in an effort to convey unearned reputational legitimacy. For example, despite not being one of the OPPD partners (the utility had severed ties with Everlight), Everlight has continued to claim it was associated with OPPD. Upon information and belief, Everlight also has falsely claimed partnerships with the athletic departments of the University of Nebraska Omaha and Creighton.

10. Everlight also has misled consumers with a number of misrepresentations about how much money they would save. For example, Everlight has claimed that customers would never have to buy electricity again, which is false.

11. As a result of Everlight’s unlawful conduct, many consumers are now saddled with debt and lengthy payment contracts they did not fully understand. For some of these misled consumers, the panels will end up costing more than they will potentially save, but they are now stuck under a long-term contract with no realistic path to unwind the harm caused by Everlight.

12. The Nebraska Attorney General is responsible for enforcement of the CPA, UDTPA, and other state and federal laws that affect Nebraska Consumers. Neb. Rev. Stat. §§ 59-1608 and 87-303.05.

13. The Attorney General has cause to believe that Defendants have violated the CPA and UDTPA and brings this action in the public interest because Defendants have harassed, misled, and deceived Nebraskan consumers.

### **PUBLIC INTEREST**

14. The Attorney General believes this action to be in the public interest of the citizens of the State of Nebraska and brings this lawsuit under the CPA, UDTPA, and his statutory and common law authority, powers, and duties.

### **PARTIES**

15. The State of Nebraska, by and through its Attorney General and on behalf of all of Nebraska's citizens and consumers, is the Plaintiff in this action.

16. The Attorney General of Nebraska is Nebraska's Chief Law Enforcement Officer. The Attorney General is expressly authorized to enforce Nebraska's consumer protection laws, including both the CPA and UDTPA. Neb. Rev. Stat. §§ 59-1608(1) and 87-303.05(1).

17. In addition to his express statutory authority, the Attorney General has standing to bring a legal action, in the name of the State, when the object of that action is a suit to vindicate the public interest.

18. Sunburn Construction, LLC d/b/a Everlight Solar is a Wisconsin Limited Liability Company incorporated in the State of Wisconsin and with its principal place of business at 1155 Clarity Dr. Suite 203 Verona, Wisconsin 53593.



## **JURISDICTION AND VENUE**

19. This Court has jurisdiction over the subject matter of this action under Neb. Rev. Stat. §§ 59-1608 and 87-303.05(1) because Defendants transacted business within the State of Nebraska at all times relevant to this Complaint.

20. This Court has personal jurisdiction over Sunburn Construction, LLC because the conduct and injuries from which the Complaint arose took place in Nebraska, harmed Nebraskans, and specifically targeted Nebraskans.

21. Venue for this action properly lies in the District Court of Lancaster County under Neb. Rev. Stat. §§ 59-1608.01 and 87-303.05(1).

## **FACTS**

22. Everlight operates as and represents itself as a supplier and installer of solar panels.

23. Since 2021, Everlight has offered its solar installation services in the State of Nebraska.

24. Everlight makes efforts to sell its installation services in the Omaha Metropolitan Area, including Douglas and Sarpy Counties.

25. On its website, Everlight markets its solar products, claiming that if consumers can afford their electric bill, they can also afford to go solar. *See* Figure A.

**Figure A**



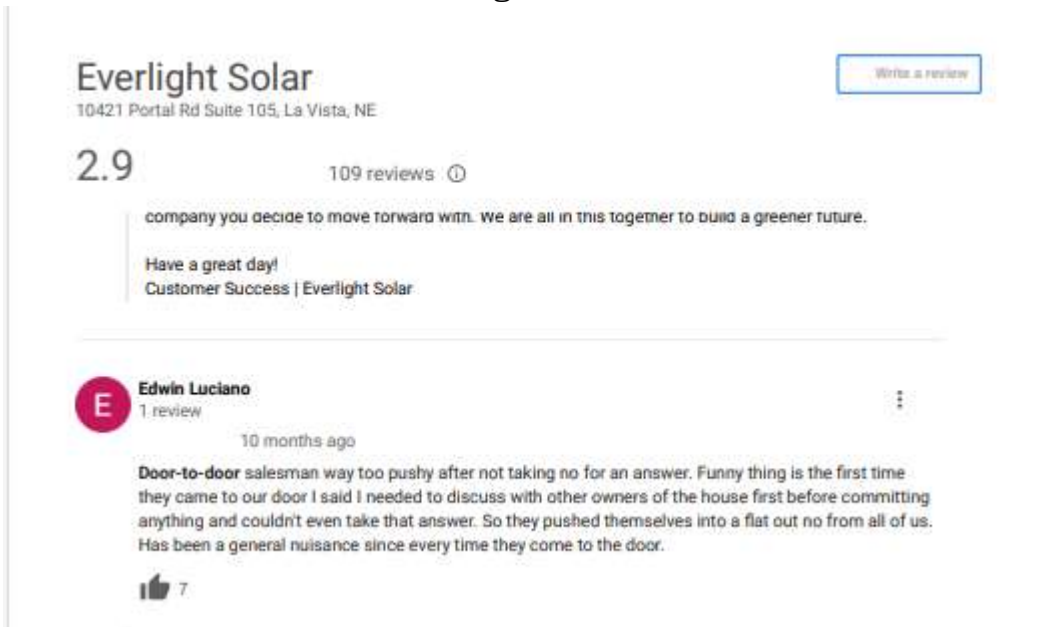
*I. Aggressive Sales Tactics*

26. Everlight uses door-to-door salespeople to encourage consumers to schedule a “free consultation” regarding the installation of solar panels on the consumer’s home.

27. A common trait among Everlight’s salespeople is their aggressive sales tactics. These tactics have left consumers alarmed, frustrated, and angry. As demonstrated further below, despite being on notice as to the harm these tactics have caused, Everlight is unapologetic about its unsavory behaviors.

28. Everlight’s google business reviews illuminate some of the instances of harassment and abuse suffered by Nebraska consumers and demonstrate that the behaviors are patterned and intentional. See Figure B.

Figure B



29. Everlight salespeople will solicit sales at consumer homes despite the posting of “no solicitation” signs. See Figure C, Figure D, Figure E, Figure F.

30. This is despite solicitation at homes with “no solicitation” signs being generally contrary to public policy as reflected in the municipal codes of areas around where Everlight and its salespeople operate. For example, Papillion Municipal Code § 146-11 prohibits soliciting at homes with no solicitation signs. See also Bellevue Municipal Code § 23-25 (prohibiting soliciting at homes with no solicitation signs).

Figure C

### Everlight Solar


10421 Portal Rd Suite 105, La Vista, NE

2.9 109 reviews ⓘ

Write a review

makes solar more accessible to more people than ever before! At a minimum, if this interaction sparked any interest in going solar, we would be ecstatic with whichever company that you decide to move forward with. We are all in this together to build a greener future. Have a great day!  
Customer Success | Everlight Solar

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 **Chris S**  
Local Guide · 52 reviews · 3 photos  
a year ago

Not surprising that they're not listed with BBB. **Door to door** salesman came to my door and completely ignored the no soliciting sign that is clearly posted by our doorbell.


 5

Figure D

### Everlight Solar

10421 Portal Rd Suite 105, La Vista, NE


2.9 109 reviews ⓘ

Write a review

Sort by

Most relevant Newest Highest Lowest

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 **Natalie Ann**  
6 reviews · 15 photos  
a week ago **NEW**

A rep by the name of Hudson came to our door to solicit services. I have a no solicitation sign right by my **door bell** camera. This is the third time we have told this company that we don't want this service. I'm contacting the non emergency phone number to report this. I heard you can take a company to court after telling them to stop and they don't. So far I have two recordings. I guess I will file if I get a fourth rep and it's recorded. Also they knocked on my door at 7pm. Isn't it unlawful to solicited after 6pm?


 Like

Figure E

## Everlight Solar

10421 Portal Rd Suite 105, La Vista, NE

2.9 109 reviews

future.  
Have a great day!  
Customer Success | Everlight Solar

**tony baker**  
1 review  
a month ago

Stop ringing my **doorbell** multiple times and standing there for 5 minutes!!! I have a No Soliciting sign on my door. When I tell them to leave they continue to try and convince me everything's free and they are doing me some sort of favor

Like

Figure F

## Everlight Solar

10421 Portal Rd Suite 105, La Vista, NE

2.9 109 reviews

Sort by  
**Most relevant** Newest Highest Lowest

**Jeff D**  
Local Guide · 37 reviews · 13 photos  
10 months ago

Extremely pushy sales. Salesman came by every day for 3 days trying to reach me despite the no soliciting **sign** (can see him on my cameras). On the third day I happened to be home. Told him I was not interested at this time as I had to replace the roof first and I wanted to talk to my neighbors before I committed to anything. Instead of saying "OK" and leaving he just kept hounding me for an appointment to have another representative come out. Well over 5 minutes of me trying to explain that I'm not interested at this time. Way too pushy

10

31. Everlight salespeople will solicit sales late into the evening, which has left some Nebraska consumers feeling unsafe. See Figure G.

**Figure G**



32. Upon information and belief, Everlight salespeople solicited a sale as late as 9 p.m.

33. This is despite home solicitation after 6 p.m. being generally contrary to public policy as reflected in the municipal codes of areas around where Everlight and its salespeople operate. For example, Omaha Municipal Code § 19-89 prohibits home solicitation by peddlers after 6 p.m. Bellevue Municipal Code § 23-25 prohibits solicitation after 7 p.m. Bennington Municipal Code § 4-308 prohibits home solicitation after 6 p.m. Papillion Municipal Code § 146-11 generally prohibiting sales after 7 p.m. for half of the year.

34. These sales pitches will often contain representations related to potential cost savings associated with the installation of solar panels, as well as an offer to schedule a “free consultation.”


35. Despite consumers declining the offer for a “free consultation,” Everlight’s salespeople will stay at the homes of these consumers and continue to pitch their services well after the consumer has refused the solicitation. See Figures H, I, and J.

Figure H


### Everlight Solar

10421 Portal Rd Suite 105, La Vista, NE

2.9 109 reviews ⓘ

 **Dr. Jonathan D. Olson, EdD**  
10 reviews · 3 photos · 2 months ago

Please train your **door-to-door** sales personnel in common courtesy. I understand that his job is to sell and I provided him respect by listening to his sales pitch but after I respectfully declined to schedule an appointment on three separate occasions, he continued to push the sale. He needs to read his audience and provide me the respect as a possible lead. Unfortunately, through this experience, Everlight Solar lost a potential lead.

 2

[Write a review](#)

Figure I

### Everlight Solar


10421 Portal Rd Suite 105, La Vista, NE

2.9 109 reviews ⓘ


company you decide to move forward with. We are all in this together to build a greener future.

Have a great day!  
Customer Success | Everlight Solar

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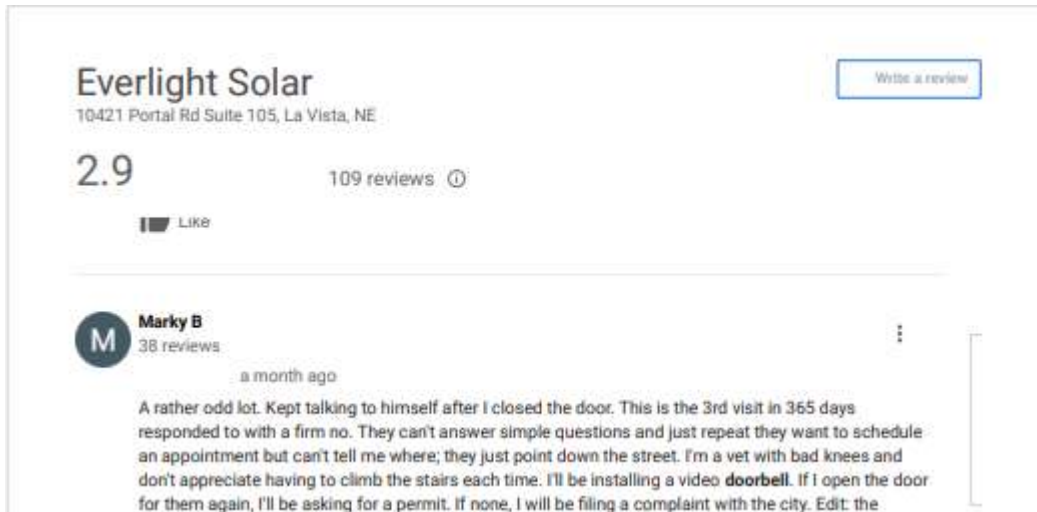
 **Greg Catarra**  
12 reviews · 1 photo · 2 months ago

Creepiest **door to door sales** person I have encountered. He knocked on the door, I listened to the pitch for a minute, said I wasn't interested but he just kept talking even as I closed the door and I kept saying "not interested". He then remained standing on my porch talking his pitch until I came back and opened the door again to tell him to leave. He continued to ignore me and kept talking over me until I shut the door a second time. Eventually he walked away.

 1

[Write a review](#)

Figure J



36. In one such instance, a salesperson remained on a consumer's property for five minutes, continuing to solicit Everlight's services after the consumer had both declined and closed the door.

37. On another occasion, a salesperson stayed on a consumer's property for 1.5 hours and would not leave until the consumer signed a solar contract.

38. Everlight's salespeople will also revisit the same home to remake sales solicitations despite the fact that their services had been declined just hours before. See Figure K.



Figure K

**Everlight Solar**  
10421 Portal Rd Suite 105, La Vista, NE

2.9 109 reviews ⓘ

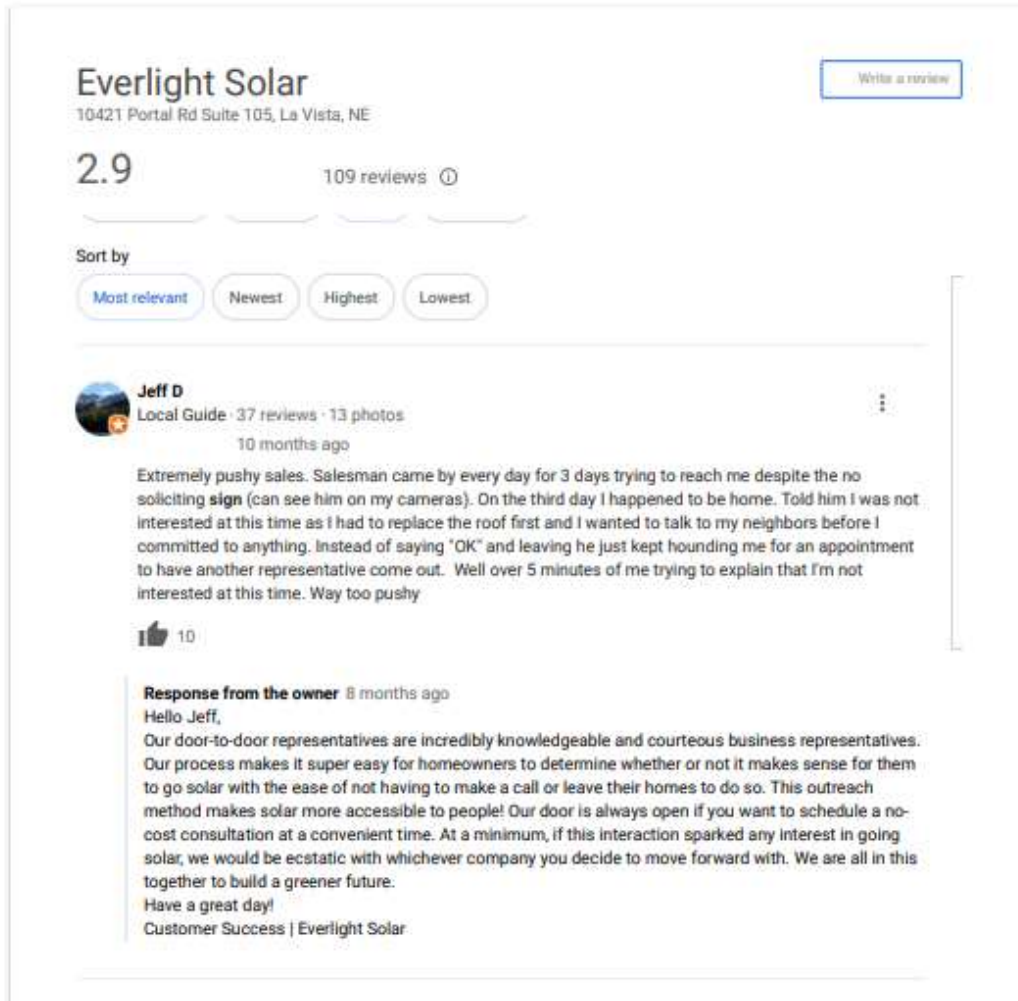
**Kati Kozusko**  
1 review  
5 months ago

If I could leave 0 stars I would. The same salesperson came to my door 3 times in one day. Each time the man stayed for 5 minutes or longer pounding at the door and ringing the bell over and over again, and even yanking on my gutter multiple times, after being asked to leave every time I had to threaten to call the police finally. We also have a no soliciting sign in plain sight on the front door as people ringing the **doorbell** upsets my dog, and when I pointed it out the man laughed and said that's exactly why he was there. I have never taken the time to leave a negative google review in my life, but felt the need for this horrible company. Do not give these people your business.

👍 9

[REMAINDER LEFT INTENTIONALLY BLANK]

Figure L



39. Despite one consumer having a “no solicitation” sign, an Everlight salesperson reportedly went to the consumer’s home three days in a row. See Figure L. Rather than apologize or recognize this error, Everlight simply justified its harassing tactics and then attempted to sell the consumer in its response.

## *II. Misrepresentations Regarding Cost Savings*

40. A common representation by Everlight and its salespeople is the cost savings associated with purchasing Everlight solar panels.

41. Omaha Public Power District is a publicly owned electric company serving the entirety of Douglas County and Sarpy County, Nebraska.

42. Everlight salespeople expressly or implicitly frame the cost savings as associated with net metering.

43. Net metering is a program where OPPD purchases the excess energy produced by buildings on its grids, including residential dwellings with solar panels attached to its grid.

44. Some Everlight salespeople represented they were associated with the local net metering program, such as the one associated with OPPD.

45. Everlight salespeople in the Omaha area represent that by purchasing their solar panels, consumers will eliminate their monthly bills from OPPD or even potentially receive a yearly reimbursement check from OPPD for up to \$250 for the power generated by Everlight installed solar panels.

46. Everlight's consultation materials reinforce this representation with deceiving estimates that solar power will offset 98% of a consumer's annual utility costs. A copy of Everlight's consultation materials is attached as Exhibit 1.

47. Despite these representations, consumers still pay electric bills after going solar. Everlight admits that energy systems will still "draw from the grid" when the solar-powered system is "not producing all of the power" that the consumer needs. *See* EVERLIGHTSOLAR, <https://everlightsolar.com/solar-plans/> (last visited April 29, 2024) ("Can I go off grid with solar panels?").

48. Everlight has caused confusion for Nebraska consumers who believed buying Everlight's services would eliminate consumers' monthly bill from OPPD.

49. For example, at least one Nebraska consumer went 5 months without paying his OPPD power bill because he believed energy produced by Everlight's solar panels would cover his entire bill.

50. In Everlight's consultation materials, it compares the average power cost per kilowatt-hour (kWh) over a 25-year period between three scenarios. *See Exhibit 1.*

51. The first option, "The Cost of Doing Nothing," asserts if the consumer only purchases power from OPPD over a 25-year period, the consumer will ultimately pay \$90,080 in utility costs.

52. Everlight's consultation materials then presents two other options where the consumer finances the purchase of solar panels through a 15-year or 20-year solar loan.

53. Everlight suggests, by financing the 20-year option, consumers could save up to \$40,121 over a 25-year period. This would be a potential average cost savings to consumers of \$1,604.84 per year.

54. Everlight suggests, by financing the 15-year option, consumers could save up to \$44,196 over a 25-year period by generating solar power. This would be a potential average cost savings to consumers of \$1,767.84 per year.

55. Net metering, however, only affects the variable rate charged by OPPD. OPPD charges consumers for both fixed and variable costs associated with the provision of its utility services.

56. Everlight's calculation based on average power cost per kWh overstates the potential cost savings associated with purchasing solar panels in part because it does not account for the fixed costs associated with the provision of OPPD's utility services.

57. Everlight's consultation materials assume that annual residential utility prices will increase 4-8% year over year.

58. Everlight's annual increase, however, grossly overstates expected annual residential utility increases. The U.S. Energy Information Administration projects approximately a 2% residential annual increase between 2024 and 2050 for Nebraska and other parts of the West North Central U.S. Census Bureau region.

59. By adjusting the increase to 2% instead of 4-8%, a Nebraskan consumer taking out the 15-year solar loan is more likely to save approximately \$421, rather than \$1,767.84 amount claimed by Everlight. This number, however, is still not accurate.

60. This potential savings does not factor in the costs associated with annual inspection, servicing costs, cleanings, and environmental-related repairs and maintenance. Nor does it factor in Nebraska-specific risks and costs. For example, hailstorms in Nebraska have caused significant damage to solar panels, including taking out a whole solar farm in Scottsbluff. *See, e.g., Thomas Catenacci, Nebraska solar farm crippled by hail, underscoring power source's fragility*, FOX NEWS (June 29, 2023), <https://www.foxnews.com/politics/nebraska-solar-farm-crippled-hail-underscoring-power-sources-fragility>.

61. Numerous sources, such as Forbes Home, Marketwatch, and CNET, recommend spending on preventative measures for solar panels, placing these costs anywhere from as low as \$140 to over \$500. *See Nick Gerhardt, The Ultimate Solar Panel Maintenance Guide To Keep Your Panels Working As Efficiently as Possible*, ForbesHome (Mar. 15, 2024), <https://www.forbes.com/home-improvement/solar/solar-panel-maintenance-tips/#:~:text=Solar%20Panel%20Installer-.Solar%20Panel%20Maintenance%20Cost,and%20cleanings%20can%20ocost%20%24150>; *See also* Leonardo David, *Guide to Solar Panel Maintenance*, MarketWatch (Dec. 28, 2023), <https://www.marketwatch.com/guides/solar/solar-panel-maintenance/>; *See also* Jackie Lam & Erin Gobler, *Solar Panel Maintenance Guide: Keep Your Panels Clean*, CNET (Jan. 22, 2024),

<https://www.cnet.com/home/energy-and-utilities/solar-panel-maintenance-guide-how-to-clean-and-repair-solar-panels/>.

62. Lastly, Everlight's calculations ignore the money spent on electricity when solar is not available and the energy system would have to rely on the grid.

63. In sum, Everlight overstates consumer savings in a misleading manner, misrepresents solar as a total market replacement for electric, omits important collateral costs of solar energy, and is potentially misleading some consumers into spending more than they would actually save, resulting in a net loss.

### *III. Misrepresentations Regarding Partnerships with OPPD and Other Community Institutions*

64. An element of Everlight's business model relies upon the goodwill generated by Nebraska institutions, such as Omaha Athletics, Creighton Athletics, and OPPD.

65. OPPD offers a rebate program where consumers can get a \$2,000 solar rebate check from OPPD.

66. To qualify, a consumer needs to seek services from an OPPD trade "ally" that will handle the application, design, and installation process.

67. Prior to 2023, Everlight was a member of OPPD's trade ally program.

68. In December of 2022, because of Everlight's deceptive conduct, OPPD terminated Everlight's status with its trade ally program.

69. After this relationship was terminated, Everlight salespeople continued to represent that their installations were associated with the local net metering program offered by OPPD.

70. On information and belief, Everlight salespeople dressed in attire similar to that worn by employees of OPPD. This has misled consumers to believe they were offering panel services as employees of OPPD.

71. Consumers have complained to OPPD about Everlight salespeople, believing they were OPPD employees.

72. In addition to falsely associating with OPPD, Everlight also prominently displays the logos of Omaha Athletics and Creighton Athletics on its website, claiming to be a “Proud Partner” of the local sports programs and listing other programs that it claims to partner with or sponsor. *See Figure M.*

**Figure M**



73. Upon information and belief, Everlight is not a “partner” of Creighton.

74. Likewise, upon information and belief, Everlight does not appear to be a “partner” of Omaha Athletics.

75. The benefits of appearing to have relationships with local college athletics programs are obvious; Nebraskans’ love and support for college athletics rival the most devoted sports fandoms. Having close ties with a local college athletic program would therefore carry considerate goodwill with Nebraska consumers.

**COUNTS I THROUGH III:  
VIOLATIONS OF THE CONSUMER PROTECTION ACT,  
DECEPTIVENESS  
(Neb. Rev. Stat. §59-1601 et seq.)**

76. The State of Nebraska realleges the facts above and incorporates them herein by reference.

77. Everlight is a “person” within the meaning of the CPA, Neb. Rev. Stat. § 59-1601(1).

78. Everlight conducts “trade and commerce” within the meaning of CPA, Neb. Rev. Stat. § 59-1601(2).

79. The CPA, Neb. Rev. Stat. § 59-1602, prohibits “...deceptive acts or practices in the conduct of any trade or commerce.”

80. An act or practice is deceptive if it possesses the tendency or capacity to mislead or creates the likelihood of deception.

81. Everlight engaged in deceptive acts or practices in violation of the CPA, Neb. Rev. Stat. § 59-1602 by, without limitation:

- a. Representing expressly or by implication that Everlight is associated with Omaha Public Power District when it is not associated with Omaha Public Power District.
- b. Representing expressly or by implication that purchase of Everlight’s solar panel services will eliminate a consumer’s utility bill from Omaha Public Power District when Everlight solar panel services do not have that quality.



- c. Representing expressly or by implication that the purchase of Everlight's solar panel services have cost savings they do not have.

82. Everlight's actions constitute deceptive acts or practices in the conduct of any trade or commerce in violation of Neb. Rev. Stat. § 59-1602.

**COUNTS IV THROUGH VIII:  
VIOLATIONS OF THE CONSUMER PROTECTION ACT,  
UNFAIRNESS  
(Neb. Rev. Stat. §59-1601 et seq.)**

83. The State of Nebraska realleges the facts above and incorporates them herein by reference.

84. Everlight is a "person" within the meaning of the CPA, Neb. Rev. Stat. § 59-1601(1).

85. Everlight conducts "trade and commerce" within the meaning of CPA, Neb. Rev. Stat. § 59-1601(2).

86. The CPA, Neb. Rev. Stat. § 59-1602, prohibits "unfair...acts or practices in the conduct of any trade or commerce."

87. An act or practice is unfair if it offends public policy as established within some common law, statutory, or other established concepts of unfairness, or is immoral, unethical, oppressive, unscrupulous, or causes substantial injury to consumers.

88. Everlight engaged in unfair acts or practices in violation of the CPA, Neb. Rev. Stat. § 59-1602 by, without limitation:

- a. Using a relay of salespeople to attempt to induce consumers to purchase Everlight services where services have already been refused.
- b. Remaining on property knowing that they are not licensed or privileged to do so where notice against trespass is given by actual communication contrary to the law and public policy against trespassing as reflected in Neb. Rev. Stat. § 28-521(a).
- c. Entering or remaining on property knowing that they are not licensed or privileged to do so where notice against trespass is given by the posting of “no solicitation signs” or similar signage that is reasonably likely to come to the attention of the intruders contrary to the law and public policy against trespassing as reflected in Neb. Rev. Stat. § 28-521(b).
- d. Soliciting sales outside of solicitation hours contrary to public policy as established in the relevant municipal codes where such solicitations occurred.

89. Everlight’s actions constitute unfair acts or practices in the conduct of any trade or commerce in violation of Neb. Rev. Stat. § 59-1602. Each and every act constitutes a separate and independent violations of the CPA. Neb. Rev. Stat. § 59-1602.

**COUNTS VIII THROUGH XII:  
VIOLATIONS OF THE UNIFORM DECEPTIVE TRADE  
PRACTICE ACT,  
DECEPTION  
(Neb. Rev. Stat. § 87-301 et seq.)**

90. The State of Nebraska realleges the facts above and incorporates them herein by reference.

91. Section 87-302(a) of the UDTPA specifies multiple practices, which when conducted during business, constitute a deceptive trade practice.

92. Everlight is a “person” within the meaning of UDTPA, Neb. Rev. Stat. § 87-301(19).

93. Everlight engaged in deceptive trade practices in violation of UDTPA, Neb. Rev. Stat. § 87-302 by, without limitation:

- a. Representing expressly or by implication that Everlight is associated with Omaha Public Power District when it is not associated with Omaha Public Power District. Neb. Rev. Stat. § 87-302(a)(5).
- b. Causing the likelihood of confusion or misunderstanding regarding Omaha Public Power District’s sponsorship of Everlight’s services. Neb. Rev. Stat. § 87-302(a)(2).
- c. Causing the likelihood of confusion or misunderstanding as to the affiliation of Everlight with Omaha Public Power District. Neb. Rev. Stat. § 87-302(a)(3).
- d. Representing expressly or by implication that purchase of Everlight’s solar panel services will eliminate a consumer’s utility bill from Omaha Public Power District when its solar panels do not have that quality. Neb. Rev. Stat. § 87-302(a)(5).
- e. Representing expressly or by implication that Everlight’s solar panel services have cost savings that they do not have. Neb. Rev. Stat. § 87-302(a)(5).

94. Everlight’s actions constitute deceptive trade practices in violation of the UDTPA. Neb. Rev. Stat. § 87-302. Each and every advertisement, representation, and fraudulent representation

constitutes a separate and independent violation of the UDTPA. Neb. Rev. Stat. § 87-302.

### **PRAYER FOR RELIEF**

**WHEREFORE**, the State of Nebraska, requests that this Court:

A. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons or entities, corporate or otherwise, in active concert or participation with any of them, from engaging in conduct described in the Complaint to be in violation of the Consumer Protection Act, under Neb. Rev. Stat. § 59-1608(1).

B. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons or entities, corporate or otherwise, in active concert or participation with any of them, from engaging in conduct described in the Complaint to be in violation of the Uniform Deceptive Trade Practices Act under Neb. Rev. Stat. § 87-303.05.

C. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons and entities, corporate or otherwise, in active concert or participation with any of them, from engaging in deceptive or unconscionable acts or practices, in violation of the Uniform Deceptive Trade Practices Act under Neb. Rev. Stat. § 87-303.05.

D. Permanently enjoin and restrain Defendant, its agents, employees, and all other persons and entities corporate or otherwise, in active concert or participation with any of them, from engaging in deceptive or unfair acts or practices in violation of the Consumer Protection Act, under Neb. Rev. Stat. § 59-1608(1).

E. Order Defendant to pay civil penalties for each violation of the Consumer Protection Act and the Uniform Deceptive Trade Practices Act. Neb. Rev. Stat. §§ 59-1614 and 87-303.11.

F. Order Defendant to refund and allow injured consumers to exit contracts, under Neb. Rev. Stat. §§ 59-1608(2) and 87-303.05.

G. Order Defendant to pay the State's cost and attorney's fees in this matter, under Neb. Rev. Stat. §§ 59-1608(1) and 87-303(b).

H. Order any other relief that the Court deems just and equitable.

DATED this 8<sup>th</sup> day of May, 2024.

**STATE OF NEBRASKA, Plaintiff**

BY: MICHAEL T. HILGERS, #24483  
Nebraska Attorney General

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*Attorneys for Plaintiff*



# Everlight Solar

CUSTOM SOLAR ENERGY DESIGN

**PREPARED FOR:**

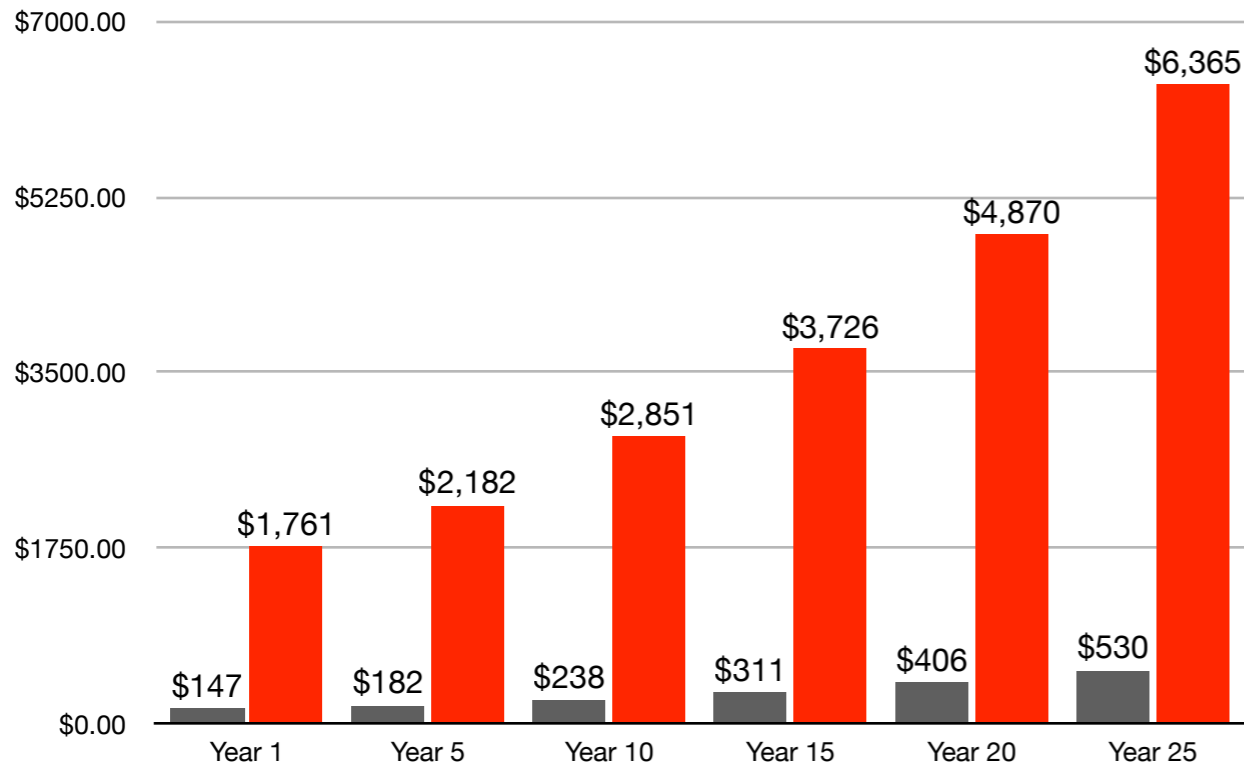
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

**ENERGY CONSULTANT:**

[REDACTED]  
[REDACTED]  
[REDACTED]



# ENERGY COSTS



THE COST OF DOING NOTHING	
Estimated Current Avg. Monthly Bill	\$146.75
Estimated Current Annual Utility Bill	\$1,761
Estimated Annual Utility Price Escalator	4-8%
Estimated Projected 25-Year Cost	\$90,080

Solar is green in more ways than one.

Your solar system reduces your carbon footprint significantly, with an impact equivalent to:



**17,383**

Gallons of gasoline



**21**

Homes electricity use for 1 year



**233**

Tons of waste sent to landfill



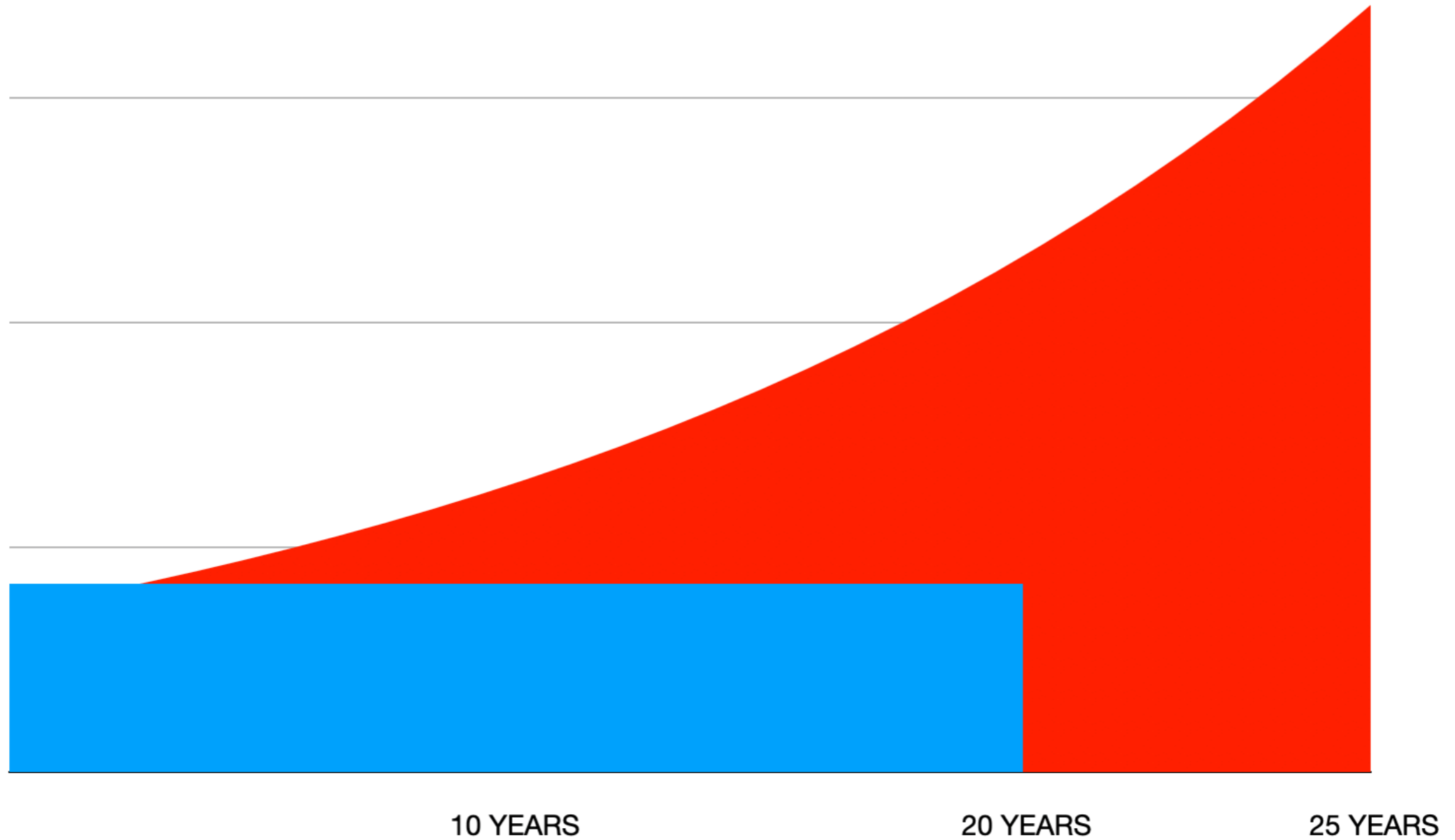
**5,129**

Trees growing for 10 years



Reduce dependence on fossil fuels and save the planet

# TURN YOUR POWER BILL INTO AN INVESTMENT WITH NO UPFRONT COST



Investment into solar



Cost of renting power

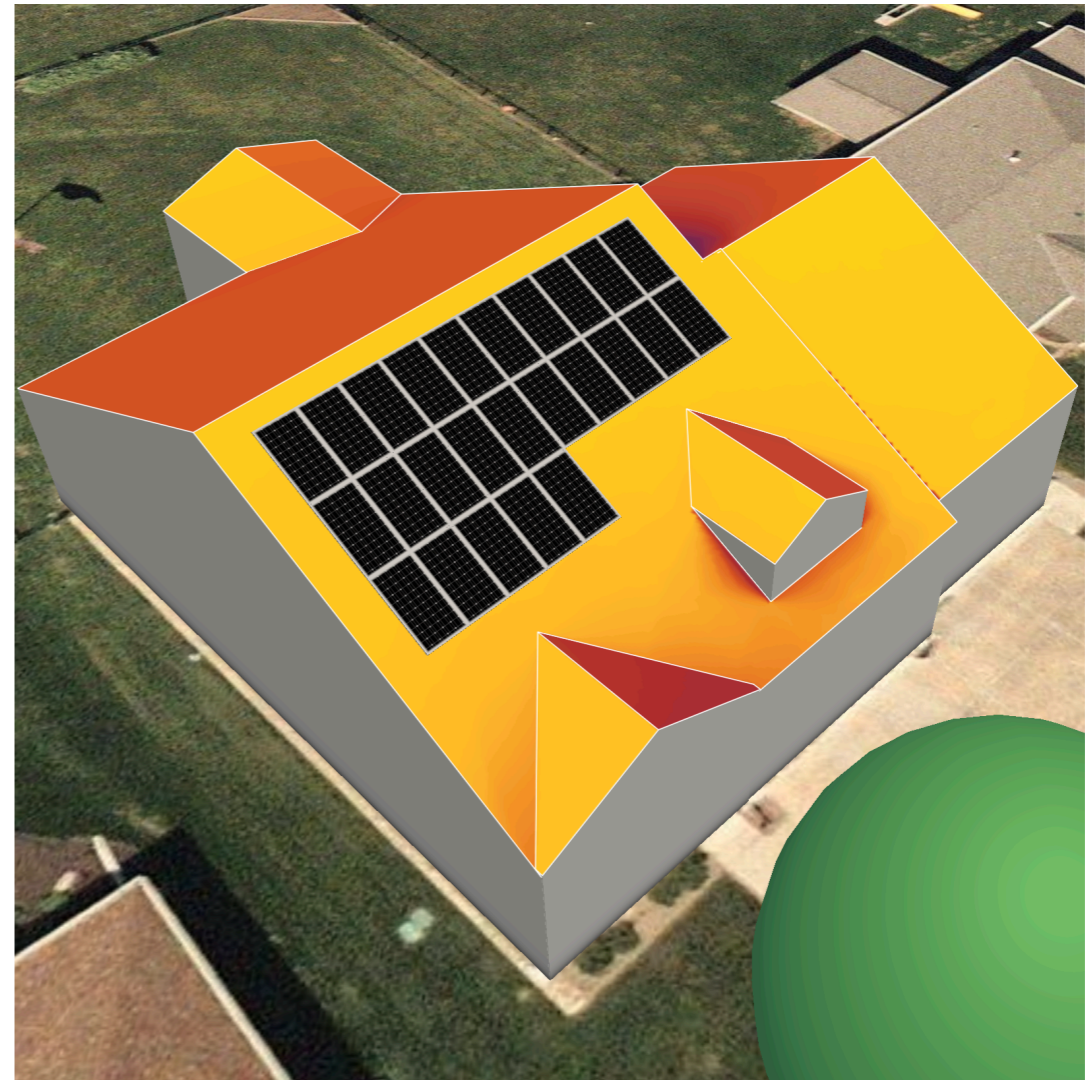


# YOUR SYSTEM DESIGN

Current Satellite Image



Custom Solar Design



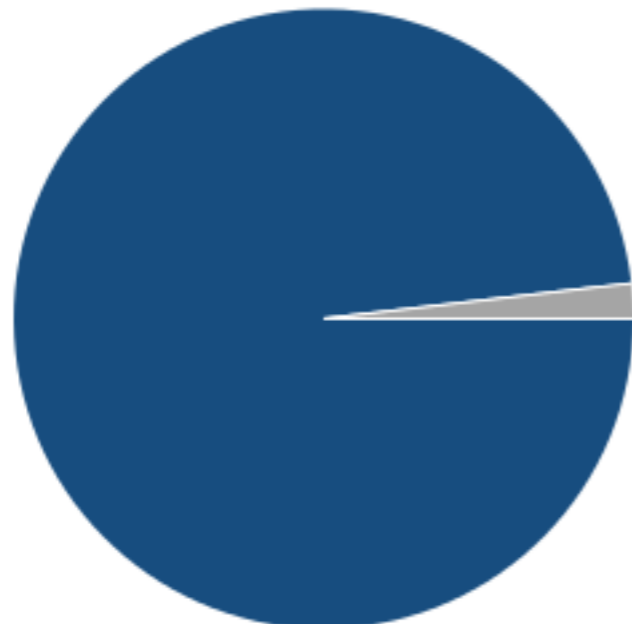
# SOLAR SYSTEM OVERVIEW

## YOUR SOLAR SYSTEM DETAILS

SYSTEM SIZE (DC)	ESTIMATED YEAR 1 PRODUCTION
10 kW	13,025 kWh

## YOUR ESTIMATED ANNUAL SOLAR SYSTEM OFFSET

SOLAR POWER	UTILITY POWER
98%	2%

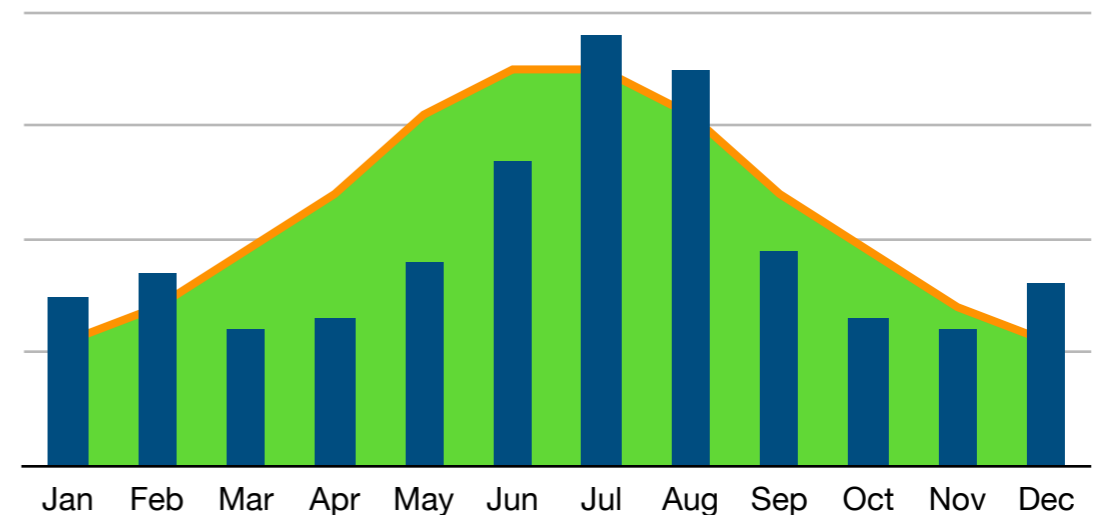


## SYSTEM HARDWARE

PREMIUM PANELS	INVERTER
25 QCELLS	13 APsystems
QC-ML G10+ 400	DS3-S

## TYPICAL CONSUMPTION AND PRODUCTION

Replace the electricity that you bought last year with the power of the sun



# SOLAR SAVINGS OVERVIEW

## MONTHLY LOAN PAYMENT

**\$209**

\$300

Monthly payment if incentive investment not paid toward loan during 16 month window

## YOUR FINANCING OPTIONS

	Option #1	Option #2
Total System Cost	\$47,500	\$47,500
Federal Tax Credit (30%)	\$14,250	\$14,250
Net System Cost	\$33,250	\$33,250
25 Year Savings	\$40,121	\$44,196
Term Length	20 Years	15 Years
Monthly Payment	\$209	\$256



25 Year Average Power Cost per kWh

- Utility Power
- Solar Option #1
- Solar Option #2



# ESTIMATED SAVINGS REPORT

Mosaic 20 Year 3.99

OPTION #1		
\$209	20 Years	\$40,121
SOLAR PAYMENT*	AGREEMENT TERM	25 YEAR SOLAR SAVINGS
25 year cost with utility		\$90,080
25 year solar cost		\$48,315
25 year remaining utility cost		\$1,643
<b>TOTAL 25 YEAR SAVINGS</b>		<b>\$40,121</b>

YOUR FINANCING OPTIONS	
	Option #1
Total System Cost	\$47,500
Federal Tax Credit (30%)	\$14,250
Net System Cost	\$33,250
25 Year Savings	\$40,121
Term Length	20 Years
Monthly Payment	\$209



## SOLAR INCREASES YOUR HOME'S VALUE

A 2015 study from the Lawrence Berkeley National Laboratory shows that owning a solar system can add tens of thousands of dollars in value.

# ESTIMATED SAVINGS REPORT

Mosaic 15 Year 3.99

OPTION #2		
\$256	15 Years	\$44,196
SOLAR PAYMENT*	AGREEMENT TERM	25 YEAR SOLAR SAVINGS
25 year cost with utility		\$90,080
25 year solar cost		\$44,240
25 year remaining utility cost		\$1,643
<b>TOTAL 25 YEAR SAVINGS</b>		<b>\$44,196</b>

YOUR FINANCING OPTIONS	
	Option #2
Total System Cost	\$47,500
Federal Tax Credit (30%)	\$14,250
Net System Cost	\$33,250
25 Year Savings	\$44,196
Term Length	15 Years
Monthly Payment	\$256



## SOLAR INCREASES YOUR HOME'S VALUE

A 2015 study from the Lawrence Berkeley National Laboratory shows that owning a solar system can add tens of thousands of dollars in value.

\*The figures in this proposal are estimates based on other systems in your area. The production and savings related to your system may vary.