IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION,[1]	Case No. 24-11649 (CTG)
Wind-Down Debtor.	Ref. Docket Nos. 1888 & 1889

Hearing Date: July 21, 2026 at 10:00 am (ET)
Objection Deadline: June 30, 2026 at 4:00 p.m. (ET)

CREDITOR TRUSTEE'S MOTION FOR PARTIAL SUMMARY JUDGMENT ON THE CREDITOR TRUSTEE'S OBJECTIONS TO PROOF OF CLAIM NUMBER 11860 FILED BY LEVI & KORSINSKY, LLP, AND PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

[1] The Wind-Down Debtor in this chapter 11 case, along with the last four digits of the Wind-Down Debtor's federal tax identification number, is SunPower Corporation (8969) ("SunPower" or the "Debtor"). On February 18, 2025, the Court entered an order closing the chapter 11 cases of SunPower's debtor affiliates (collectively, the "Closing Debtors"). The Closing Debtors, along with the last four digits of each Closing Debtor's federal tax identification number, are: SunPower Corporation, Systems (8962); SunPower Capital, LLC (8450); SunPower Capital Services, LLC (9910); SunPower HoldCo, LLC (0454); SunPower North America, LLC (0194); Blue Raven Solar, LLC (3692); Blue Raven Solar Holdings, LLC (4577); BRS Field Ops, LLC (2370); and Falcon Acquisition HoldCo, Inc. (3335). The location of the Wind-Down Debtor's service address for purposes of this chapter 11 case is: 655 15th Street, NW, Suite 600, Washington, DC 20005, Attn: Mark Roberts, in his capacity as the Plan Administrator.

TABLE OF AUTHORITIES

CASES

STATUTES

RULES

OTHER AUTHORITIES

Steven Balasiano, by and through MHR Advisory Group, LLC, in its capacity as the Creditor Trustee (the "Creditor Trustee" or the "Trustee") of the SunPower Creditor Trust (the "Trust"), by and through his undersigned counsel, hereby moves (this "Motion"), pursuant to Rule 56 of the Federal Rules of Civil Procedure (the "Federal Rules"), made applicable to this contested matter by Rules 7056 and 9014(c) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), for entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), granting partial summary judgment in favor of the Creditor Trustee on the threshold issue raised by the *Creditor Trustee's Objection to Proof of Claim Number 11894 Filed by Robbins LLP* [Docket No. 1888] (the "Robbins Objection") and the *Creditor Trustee's Objection to Proof of Claim Number 11860 Filed by Levi & Korsinsky, LLP* [Docket No. 1889] (the "Levi Objection" and collectively with the Robbins Objection, the "Objections"),[2] and determining that the causes of action asserted in the Chancery Action (as defined below), and all proceeds thereof, vested in the Creditor Trust free and clear of any attorney's charging lien or other lien or interest asserted by Levi & Korsinsky, LLP ("L&K") or Robbins LLP ("Robbins," together with L&K the "Claimants"), such that Proofs of Claim No. 11860 and 11894 (the "Claims") must be disallowed to the extent they assert secured claims. In support of this Motion, the Creditor Trustee respectfully states as follows:

PRELIMINARY STATEMENT

1. This Motion presents a single, threshold question of law that can—and should—be resolved now, on the undisputed record, without discovery: whether the charging liens that

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan (as defined below) or in the Objections, as applicable. The Objections are attached as **Exhibits 6 and 7** respectively to the accompanying *Declaration of Daren R. Brinkman in Support of the Creditor Trustee's Motion for Partial Summary Judgment on the Creditor Trustee's Objections to Proof of Claim Number 11860 Filed By Levi and Korsinsky, LLP and Proof of Claim Number 11894 Filed By Robbins LLP* (the "Brinkman Declaration").

Claimants assert against the Chancery Action and its proceeds, if it ever existed in the first place, survived confirmation of the Plan. It did not. The Plan unambiguously provides that, on the Effective Date, the Creditor Trust Assets—which indisputably include the Chancery Action—vested in the Creditor Trust "free and clear of all Claims and Liens." Plan, Art. X.A, Brinkman Declaration, **Exhibit 1**. Neither the Plan nor the Confirmation Order preserves any charging lien or other interest in favor of Claimants. Claimants received notice of the confirmation hearing, filed their Claims, and never objected to, nor sought reconsideration nor appeal of, the confirmation or sought preservation of any lien. Under the plain terms of the Plan and sections 1141(a) and 1141(c) of the Bankruptcy Code, any charging liens Claimants may once have asserted were extinguished upon confirmation, and Claimants are bound by that result.[3]

2. Whether any lien survived confirmation turns entirely on the language of the Plan, the Confirmation Order, and the Bankruptcy Code. No deposition, document production, or other discovery could alter the answer. L&K has nonetheless demanded sweeping merits discovery—including into the Creditor Trust's confidential mediation and settlement—before the parties' purely legal disputes are resolved. Granting this Motion will eliminate the centerpiece of Claimants' theory (their asserted secured status), confirm that the Claims are, at most, disputed, unliquidated general unsecured claims subject to the Creditor Trustee's remaining objections, and spare the Trust and its beneficiaries the burden and expense of unnecessary and disproportionate discovery.

[3] The notice Claimants received stated: "BINDING NATURE OF THE PLAN: IF CONFIRMED, THE PLAN SHALL BIND ALL HOLDERS OF CLAIMS AND/OR INTERESTS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHETEHR OR NOT SUCH HOLDER WILL RECEIVE OR RETAIN ANY PROPERTY OR INTEREST IN PROPERTY UNDER THE PLAN, HAS FILED A PROOF OF CLAIM OR INTEREST IN THESE CHAPTER 11 CASES, OR FAILED TO VOTE TO ACCEPT OR REJECT THE PLAN OR VOTED TO REJECT THE PLAN." [Docket No. 719], Brinkman Declaration, **Exhibit 3**.

3. Accordingly, the Creditor Trustee respectfully requests that the Court grant partial summary judgment determining that (i) the Chancery Action and its proceeds vested in the Creditor Trust free and clear of all liens, including any charging liens asserted by Claimants; (ii) any charging liens asserted by Claimants were extinguished upon the Effective Date of the Plan; and (iii) the Claims are disallowed to the extent they assert secured claims, without prejudice to the Creditor Trustee's remaining objections to the Claims.[4]

JURISDICTION, VENUE, AND STATUTORY BASES

4. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware, dated February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(B).

5. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The statutory and legal bases for the relief requested herein are section 502 of title 11 of the United States Code (the "Bankruptcy Code"), Federal Rule of Civil Procedure 56, Bankruptcy Rules 7056 and 9014, and Rule 7056-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules").

[4] The Creditor Trustee does not seek summary judgment at this time on the remaining grounds set forth in the Objections, including that the Claims are unsupported by any writing as required by Bankruptcy Rule 3001(c)(1), that Claimants have not demonstrated any contractual right to payment, and that the Claims are unliquidated and do not permit determinations of validity or amount. The Creditor Trustee expressly reserves all such grounds, which independently require disallowance of the Claims in their entirety.

BACKGROUND

A. The Chapter 11 Cases, the Plan, and the Creditor Trust

7. On August 5, 2024 (the "Petition Date"), SunPower Corporation and certain of its affiliates (collectively, the "Debtors") each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

8. On October 18, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Approving the Debtors' Disclosure Statement for, and Confirming the Amended Joint Chapter 11 Plan of SunPower Corporation and its Debtor Affiliates* [Docket No. 872] (the "Confirmation Order"), confirming the *Amended Joint Chapter 11 Plan of SunPower Corporation and its Debtor Affiliates*, filed on October 17, 2024 [Docket No. 829] (the "Plan"). Brinkman Declaration, **Exhibit 1**. The Plan became effective in accordance with its terms on November 14, 2024 (the "Effective Date").

9. The Plan establishes the Creditor Trust "for the purpose of liquidating the Creditor Trust Assets." *Id.*, Art. X.B. The Creditor Trust Assets include the Retained Causes of Action (subject to exceptions not relevant here). *Id.*, Art. I.A.47. With respect to the vesting of the Creditor Trust Assets, the Plan provides:

> On the Effective Date, the Debtors and the Creditor Trustee shall enter into the Creditor Trust Agreement and the Creditor Trust Assets shall vest or deem to be vested in the Creditor Trust automatically without further action by any Person, **free and clear of all Claims and Liens**, and such transfer shall be exempt from any stamp, real estate transfer, mortgage reporting, sales, use, or other similar tax pursuant to section 1146(a) of the Bankruptcy Code.

Id., Art. X.A, Brinkman Declaration **Exhibit 1** (emphasis added).

10. The Retained Causes of Action that constitute Creditor Trust Assets include, without limitation, all Causes of Action against Sol Holding, LLC, its equityholders, and their respective Affiliates (including TotalEnergies SE and its Affiliates) and certain related current or

former directors, managers, and officers of the Debtors, *see* Plan Supplement [Docket No. 1051], Brinkman, Declaration, **Exhibit 3**, Exh. B, § D(1)(b), as well as all Causes of Action against or related to all Entities that are party to, or may become party to, any litigation or other adversary proceeding involving any Debtor or Wind-Down Debtor, *see id.*, Exh. B, § B.

11. Under the Creditor Trust Agreement, the Trust, acting by and through the Trustee, has "the exclusive right to object to the allowance of any such Claim on any ground, to file, withdraw, or litigate to judgment objections to such General Unsecured Claims, to settle or compromise any Disputed General Unsecured Claims… and to assert all defenses of the Debtors and their Estates." Creditor Trust Agreement § 3.7.

12. The Court established October 15, 2024, at 4:00 p.m. (Eastern Time) as the deadline to object to confirmation of the Plan. *See* Amended and Superseding Conditional Approval Order [Docket No. 647]. Notice of the confirmation hearing and the objection deadline was published in The New York Times on October 3, 2024. *See* Brinkman Declaration, **Exhibit 5**. Claimants did not object to confirmation of the Plan, did not assert that the Retained Causes of Action would remain subject to any charging lien, and did not seek any language in the Plan or the Confirmation Order preserving any such lien. Furthermore, Claimants did not seek reconsideration of, or take an appeal of, the Confirmation Order to attempt to preserve their alleged liens.

B. The Chancery Action

13. On February 6, 2023, Jeffrey Edelman, a SunPower stockholder represented by L&K and Robbins, commenced a stockholder derivative action in the Delaware Court of Chancery, purportedly on behalf of SunPower as nominal defendant, against certain of SunPower's then-current and former officers and directors, its controller TotalEnergies SE, and certain TotalEnergies affiliates, captioned *Edelman v. TotalEnergies SE et al.*, C.A. No. 2023-0136-MTZ

(Del. Ch.) (the "Chancery Action"). The Chancery Action asserted claims for breach of fiduciary duty and unjust enrichment arising from a transaction involving SunPower's Commercial and Industrial Solutions business segment. SunPower was named solely as a nominal defendant; Claimant does not allege any attorney-client relationship with the Debtors.

14. Upon the filing of the Debtors' chapter 11 petitions, the Chancery Action was stayed before any depositions were taken or dispositive motions exchanged. The Chancery Action was a Retained Cause of Action and, accordingly, a Creditor Trust Asset that vested in the Creditor Trust on the Effective Date pursuant to Article X.A of the Plan. The Chancery Action was dismissed on November 7, 2025.

C. The Claim

15. On October 18, 2024, Claimants filed the Claims against SunPower in an "undetermined" amount, asserting that the Claims were secured by a "charging lien." *See* Brinkman Declaration, **Exhibits 6 and 7**, Official Form 410, Items 7, 9. In the addenda to the Claims, Claimants assert that, under Delaware common-benefit and common-fund principles, they are "entitled to share in any recovery flowing from the Chancery Action or the claims asserted therein based upon its effort in causing a benefit to SunPower and its stakeholders." Id., Addendum ¶ 5. The only documents attached to the Claims are copies of the publicly available amended complaint and the docket in the Chancery Action. Claimants attached no engagement agreements, retainer agreements, invoices, time records, or court orders awarding fees, and identified no contracts with the Debtors or with any other party.

D. The Settlement, the Objection, and Claimant's Discovery Demands

16. After the Effective Date, the Creditor Trust reviewed a substantial volume of electronically stored information and analyzed the Retained Causes of Action available for assertion on behalf of the Trust's stakeholders.

17. On May 28, 2026, the Creditor Trustee filed the Objections, seeking disallowance and expungement of the Claims in their entirety on the grounds that, among other things: (i) pursuant to the Plan and section 1141(c) of the Bankruptcy Code, the Chancery Action vested in the Creditor Trust free and clear of all liens, including any charging lien; (ii) the Claims are not supported by any writing as required by Bankruptcy Rule 3001(c)(1); (iii) Claimants have not demonstrated any contractual right to payment; and (iv) the Claims are unliquidated and presented in a form that does not permit a determination of their validity or amount. *See* Brinkman Declaration**, Exhibits 8 and 9** at ¶¶ 17, 22–46.

18. L&K has demanded broad discovery directed to the merits of its asserted entitlement to fees—including discovery concerning the Creditor Trust's confidential mediation and settlement—notwithstanding that the Creditor Trustee's threshold objection presents a pure question of law. See Brinkman Declaration at ¶¶ 6-9. This Motion is brought to resolve that threshold legal question and thereby narrow, and properly sequence, the remaining proceedings on the Objections.

STATEMENT OF UNDISPUTED MATERIAL FACTS

19. For purposes of this Motion only, the following material facts are not subject to genuine dispute:

(a) The Debtors commenced these chapter 11 cases on August 5, 2024.

(b) The Court entered the Confirmation Order on October 18, 2024, Brinkman

Declaration, **Exhibit 2**.and the Plan became effective on November 14, 2024 [Docket No. 1058].

(c) Article X.A of the Plan provides that, on the Effective Date, the Creditor Trust Assets "shall vest or deem to be vested in the Creditor Trust automatically without further action by any Person, free and clear of all Claims and Liens."

(d) The Chancery Action is a Retained Cause of Action and a Creditor Trust Asset within the meaning of the Plan. *See* Brinkman Declaration, **Exhibit 1**, Art. I.A.47; Brinkman Declaration, **Exhibit 3**, Exh. B, §§ B, D(1)(b).

(e) Neither the Plan nor the Confirmation Order contains any provision preserving a charging lien or any other lien or interest in favor of Claimants.

(f) Claimants filed the Claims on October 18, 2024, asserting secured claims in an "undetermined" amount on the basis of an asserted "charging lien" arising from the Chancery Action. Brinkman Declaration, **Exhibits 6 and 7**, Items 7, 9; *id.*, Addendum ¶¶ 3–5.

(g) Claimants did not object to confirmation of the Plan, did not seek preservation of any lien in the Plan or Confirmation Order, and have not appealed or moved to revoke the Confirmation Order.

(h) Claimants have not amended their Claims, have not specified any amount for the Claims, and have not attached to the Claims any engagement agreement, fee agreement, invoice, or order of any court awarding their fees.

SUMMARY JUDGMENT STANDARD

20. A claim objection is a contested matter governed by Bankruptcy Rule 9014. *See In re Trans World Airlines, Inc.*, 180 B.R. 386, 387–88 (Bankr. D. Del. 1994). Bankruptcy Rule

9014(c) makes Bankruptcy Rule 7056—and thereby Federal Rule of Civil Procedure 56—applicable in contested matters. *Id.* Under Rule 56(a), the Court "shall grant summary judgment if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A court may grant partial summary judgment on discrete issues, including the existence *vel non* of a lien securing a claim. *See* Fed. R. Civ. P. 56(a) (party may move for summary judgment on "part of each claim or defense").

21. A fact is "material" only if it might affect the outcome of the matter under governing law, and a dispute is "genuine" only if the evidence would permit a reasonable factfinder to resolve the issue in favor of the nonmoving party. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 248 (1986). The movant bears the initial burden of demonstrating the absence of a genuine dispute of material fact, which it may satisfy by identifying record evidence or by pointing to the absence of evidence supporting the nonmovant's position. *Celotex Corp. v. Catrett*, 477 U.S. 317, 322–25 (1986); *Giuliano v. Schnabel (In re DSI Renal Holdings, LLC)*, 617 B.R. 496, 503 (Bankr. D. Del. 2020); *Dicuio v. Brother Int'l Corp.*, 653 F. App'x 109, 111 (3d Cir. 2016). Once the movant meets that burden, the nonmovant must come forward with specific facts showing a genuine issue for trial; conclusory allegations and denials are insufficient. *In re DSI Renal Holdings*, 617 B.R. at 503.

22. Summary judgment is particularly appropriate where, as here, the dispositive issue turns on the interpretation of unambiguous plan and statutory language—a pure question of law. The meaning and effect of a confirmed chapter 11 plan and the operation of section 1141 of the Bankruptcy Code present legal questions that require no factual development.

ARGUMENT

I. The Plan Vested the Chancery Action in the Creditor Trust Free and Clear of All Liens, Including Any Charging Lien Asserted by Claimants.

23. The dispositive Plan language is unambiguous. Article X.A provides that, on the Effective Date, the Creditor Trust Assets "shall vest or deem to be vested in the Creditor Trust automatically without further action by any Person, free and clear of all Claims and Liens." Plan, Art. X.A. The Chancery Action falls squarely within the Plan's definition of the Retained Causes of Action that constitute Creditor Trust Assets: it is both a Cause of Action against the Sponsors and Sponsor-Related D&Os, *see* Brinkman Declaration, **Exhibit 3**, Exh. B, § D(1)(b), and a Cause of Action "against or related to" Entities that were party to litigation involving a Debtor, *see id.*, Exh. B, § B. Claimants themselves concedes that their asserted liens attach, if at all, to "any recovery flowing from the Chancery Action or the claims asserted therein." Brinkman Declaration, **Exhibits 6 and 7**, Addendum ¶ 5.

24. It follows directly that, whatever liens Claimants contend arose prepetition, the property to which that liens allegedly attached—the Chancery Action and its proceeds—vested in the Creditor Trust on the Effective Date *free and clear* of those liens. "Liens" is a defined and unqualified term, Brinkman Declaration, **Exhibit 1**, Art. I.A.76; the Plan contains no carve-out for attorney charging liens, and neither the Plan nor the Confirmation Order preserves any liens or interest in favor of Claimants. Where a confirmed plan provides for property to vest free and clear of liens and does not preserve a particular lien, that lien does not survive confirmation.

25. The terms of a confirmed plan are binding and have preclusive effect. Section 1141(a) of the Bankruptcy Code provides that "the provisions of a confirmed plan bind . . . any creditor," "whether or not" such creditor "has accepted the plan." 11 U.S.C. § 1141(a). The Third

Circuit has long recognized that a confirmation order is *res judicata* as to all issues that were or could have been raised in connection with confirmation. *In re Congoleum Corp.*, 149 F.4th 318, 336 (3d Cir. 2025) (quoting *In re Szostek*, 886 F.2d 1405, 1408–09 (3d Cir. 1989)); *see also Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 152 (2009) (confirmation order is “res judicata to the parties and those in privity with them” once it becomes final) (citation omitted); *In re Arctic Glacier Int’l, Inc.*, 901 F.3d 162, 166–67 (3d Cir. 2018) (confirmed plans bind creditors and have preclusive effect). Claimants filed their Claims, had notice of the confirmation hearing, and elected not to object to confirmation, not to assert that their alleged liens would survive, and not to seek preservation language. Claimants cannot now collaterally attack the Plan by asserting liens against property that the Plan vested in the Creditor Trust free and clear.

II. Section 1141(c) Independently Extinguished Any Charging Liens Upon Confirmation.

26. Section 1141(c) of the Bankruptcy Code compels the same conclusion. It provides that, except as otherwise provided in the plan or confirmation order, “after confirmation of a plan, the property dealt with by the plan is free and clear of all claims and interests of creditors.” 11 U.S.C. § 1141(c). Courts uniformly hold that a lien is an “interest” within the meaning of section 1141(c), and that where (i) the plan is confirmed, (ii) the property subject to the lien is dealt with by the plan, (iii) the lienholder participated in the reorganization, and (iv) the plan does not preserve the lien, the lien is extinguished upon confirmation. *See, e.g., In re Penrod*, 50 F.3d 459, 462–63 (7th Cir. 1995).

27. Each element is satisfied here as a matter of undisputed fact. The Plan was confirmed on October 18, 2024. The Retained Causes of Action—including the Chancery Action—were expressly “dealt with” by the Plan, which directed their vesting in the Creditor

Trust. Claimant participated in these cases by filing the Claim on October 18, 2024. And neither the Plan nor the Confirmation Order preserves Claimants' asserted charging liens; to the contrary, the Plan affirmatively provides that the Creditor Trust Assets vest "free and clear of all Claims and Liens." Plan, Art. X.A. Any charging liens were therefore extinguished upon the Effective Date, and Claimants waived any contention to the contrary.

28. Because Claimants hold no liens on any property of the Creditor Trust, the Claims fail as a matter of law to the extent they assert secured status. *See* 11 U.S.C. § 506(a)(1) (a claim is secured only "to the extent of the value of such creditor's interest in the estate's interest in such property"). At most—and without prejudice to the Creditor Trustee's remaining objections, each of which independently requires disallowance—the Claims could constitute only disputed, unliquidated general unsecured claims.

III. No Discovery Could Alter the Outcome, and None Is Warranted Before Resolution of This Threshold Legal Issue.

29. The question presented—whether Claimants' asserted liens survived confirmation—is answered by the Plan, the Confirmation Order, and the Bankruptcy Code. The material facts (the Plan's terms, the absence of any preservation language, Claimants' filing of their Claims, and Claimants' failure to object to confirmation) are matters of record on the Court's docket and Claimants' own filings. No discovery into the merits of Claimants' alleged contribution to the Chancery Action, the Creditor Trust's confidential mediation, or the terms of the Creditor Trust's settlement bears on any of those facts.

30. Nor could Claimants defeat this Motion by invoking Rule 56(d). A party opposing summary judgment on the ground that it needs discovery must identify with specificity "what particular information is sought; how, if uncovered, it would preclude summary judgment; and

why it has not previously been obtained." *Dowling v. City of Philadelphia*, 855 F.2d 136, 139–40 (3d Cir. 1988). Claimants cannot make that showing: every document relevant to the lien-survival question is a public filing already in Claimants' possession, and no extrinsic evidence is admissible or necessary to construe the Plan's unambiguous terms. Resolving this threshold issue now will properly cabin any further proceedings on the Objections and avoid disproportionate and unnecessary discovery, including into confidential mediation communications and settlement terms.

RESERVATION OF RIGHTS

31. This Motion is limited to the threshold lien-survival issue described herein. The Creditor Trustee expressly reserves all rights with respect to the remaining grounds for disallowance set forth in the Objections, including that the Claims are unsupported by any writing as required by Bankruptcy Rule 3001(c)(1), that Claimants have not demonstrated any contractual or other right to payment, and that the Claims are unliquidated and presented in a form that does not permit a determination of their validity or amount, as well as the right to amend, modify, or supplement this Motion and the Objections, and to raise any additional objections to the Claims on any grounds. Nothing herein is or shall be deemed an admission as to the validity, amount, or priority of the Claims or any other claim.

NOTICE

32. Notice of this Motion has been or will be provided to: (a) Claimants; (b) the U.S. Trustee; (c) counsel to the Plan Administrator; and (d) all parties that have requested notice pursuant to Bankruptcy Rule 2002. The Creditor Trustee submits that, in light of the nature of the relief requested, no other or further notice is required.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Creditor Trustee respectfully requests that the Court enter the Proposed Order, substantially in the form attached hereto as **Exhibit A**, (i) granting partial summary judgment in favor of the Creditor Trustee; (ii) determining that the Chancery Action and all proceeds thereof vested in the Creditor Trust free and clear of any charging lien or other liens or interest asserted by Claimants, and that any such lien did not survivethe Effective Date of the Plan; (iii) disallowing the Claims to the extent they assert secured claims; and (iv) granting such other and further relief as the Court deems just and proper.

Dated: June 16, 2026

PACHULSKI STANG ZIEHL & JONES LLP

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Co-Counsel to the Creditor Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SUNPOWER CORPORATION,[1] Wind-Down Debtor.	Chapter 11 Case No. 24-11649 (CTG)

Hearing Date: July 21, 2026 at 10:00 am (ET)
Objection Deadline: June 30, 2026 at 4:00 p.m. (ET)

NOTICE OF CREDITOR TRUSTEE'S MOTION FOR PARTIAL SUMMARY JUDGMENT ON THE CREDITOR OBJECTIONS TO PROOF OF CLAIM NUMBER 11860 FILED BY LEVI & KORSINSKY, LLP AND PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

PLEASE TAKE NOTICE that on June 16, 2026, Steven Balasiano, by and through MHR Advisory Group, LLC, in its capacity as the Creditor Trustee (the "Creditor Trustee" or the "Trustee") of the SunPower Creditor Trust (the "Trust"), by and through his undersigned counsel, filed the *Creditor Trustee's Motion for Partial Summary Judgment on the Creditor Trustee's Objection to Proof of Claim Number 11860 Filed by Levi & Korsinsky, LLP and Proof of Claim Number 11894 Filed by Robbins LLP* (the "Motion") and the accompanying *Declaration of Daren R. Brinkman in Support of the Motion*, and the accompanying *Creditor Trustee's Request for Judicial Notice in Support of Motion for Partial Summary Judgment on the Creditor Trustee's Objections to Proof of Claim Number 11860 Filed By Levi & Korsinsky, LLP and Proof of Claim Number 11894 Filed By Robbins LLP*, with the United States Bankruptcy Court for the District of

[1] The Wind-Down Debtor in this chapter 11 case, along with the last four digits of the Wind-Down Debtor's federal tax identification number, is SunPower Corporation (8969) ("SunPower" or the "Debtor"). On February 18, 2025, the Court entered an order closing the chapter 11 cases of SunPower's debtor affiliates (collectively, the "Closing Debtors"). The Closing Debtors, along with the last four digits of each Closing Debtor's federal tax identification number, are: SunPower Corporation, Systems (8962); SunPower Capital, LLC (8450); SunPower Capital Services, LLC (9910); SunPower HoldCo, LLC (0454); SunPower North America, LLC (0194); Blue Raven Solar, LLC (3692); Blue Raven Solar Holdings, LLC (4577); BRS Field Ops, LLC (2370); and Falcon Acquisition HoldCo, Inc. (3335). The location of the Wind-Down Debtor's service address for purposes of this chapter 11 case is: 655 15th Street, NW, Suite 600, Washington, DC 20005, Attn: Mark Roberts, in his capacity as the Plan Administrator.

Delaware, 824 North Market Street, Wilmington, Delaware 19801 (the "Bankruptcy Court"). A copy of the Motion is annexed hereto.

PLEASE TAKE FURTHER NOTICE that any response or objection to the entry of an order with respect to the relief sought in the Motion must be filed with the Bankruptcy Court on or before **June 30, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that at the same time, you must also serve a copy of the response or objection upon: (i) the Office of the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801; (ii) Counsel to the Creditor Trustee: (a) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, P.O. Box 8705, Wilmington, Delaware 19899-8705 (Courier 19801) (Attn: Bradford J. Sandler (bsandler@pszjlaw.com), and Steven W. Golden (sgolden@pszjlaw.com)) and (b) Brinkman Law Group, PC, 543 Country Club Drive, Suite B, Wood Ranch, CA 94065 (Attn: Daren R. Brinkman and Jory D. Cook (firm@brinkmanlaw.com); and (iii) Counsel to the Plan Administrator, Richards, Layton & Finger, P.A., 920 N. King Street, Wilmington, DE 19801 (Attn: Jason M. Madron (madron@rlf.com).

PLEASE TAKE FURTHER NOTICE that if you fail to respond in accordance with this Notice, the court may grant the relief requested in the Motion without further notice or hearing.

PLEASE TAKE FURTHER NOTICE that, if a response or objection is properly filed, served, and received, a hearing on the Motion will be held before the Honorable Craig T. Goldblatt at the Bankruptcy Court, 824 North Market Street, 3rd Floor, Courtroom No. 7, Wilmington, Delaware 19801, on **July 21, 2026 at 10:00 a.m. (prevailing Eastern Time)**. Only a response made in writing and timely filed and received will be considered by the Bankruptcy Court at such hearing.

Dated: June 16, 2026

PACHULSKI STANG ZIEHL & JONES LLP

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<u>EXHIBIT A</u>

Proposed Order

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION,	Case No. 24-11649 (CTG)
Wind-Down Debtor.	Ref. Docket No. ____

ORDER GRANTING CREDITOR TRUSTEE'S MOTION FOR PARTIAL SUMMARY JUDGMENT ON THE CREDITOR TRUSTEE'S OBJECTION TO PROOF OF CLAIM NUMBER 11860 FILED BY LEVI & KORSINSKY, LLP AND PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

Upon consideration of the *Creditor Trustee's Motion for Partial Summary Judgment on the Creditor Trustee's Objection to Proof of Claim Number 11860 Filed by Levi & Korsinsky, LLP and Proof of Claim Number 11894 Filed by Robbins LLP* (the "Motion"), filed by Steven Balasiano, by and through MHR Advisory Group, LLC, as the Creditor Trustee (the "Creditor Trustee") of the SunPower Creditor Trust, and any responses or objections thereto; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this matter being a core proceeding within the meaning of 28 U.S.C. § 157(b)(2); and the Court having authority to enter a final order in this matter consistent with Article III of the United States Constitution; and notice of the Motion having been due and proper under the circumstances; and the Court having determined that there is no genuine dispute as to any material fact and that the Creditor Trustee is entitled to judgment as a matter of law on the issues addressed in the Motion; and after due deliberation, and good and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.

2. Pursuant to Article X.A of the Plan and 11 U.S.C. § 1141(c), the causes of action asserted in the Chancery Action, and all proceeds thereof, vested in the Creditor Trust on the

Effective Date free and clear of all Claims and Liens, including any attorney's charging lien or other lien or interest asserted by Levi & Korsinsky, LLP and Robbins LLP ("Claimants").

3. Any charging lien or other lien or interest asserted by Claimants against the Chancery Action or its proceeds did not survive the Effective Date of the Plan and is of no further force or effect.

4. Claims No. 11860 and 11894 are disallowed to the extent they assert secured claims. All of the Creditor Trustee's remaining objections to Proofs of Claim No. 11860 and 11984 are reserved and shall proceed in accordance with further order of the Court.

5. This Court shall retain jurisdiction with respect to any matters related to or arising from the Motion or the implementation of this Order.