IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION, *et al.*,[1]	Case No. 24-11649 (CTG)
Debtors.	(Jointly Administered)

CREDITOR TRUSTEE'S OBJECTION TO PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

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"), hereby submits this Objection (the "Objection") to proof of claim No. 11894 (the "Claim"), filed by Robbins LLP ("Robbins" or "Claimant"). In support of this Objection, the Creditor Trustee respectfully states as follows:

Jurisdiction, Venue, and Statutory Bases

1. The United States Bankruptcy Court for the District of Delaware (the "Court") has jurisdiction over this Objection 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.

2. This matter is a core proceeding under 28 U.S.C. § 157(b)(2).

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

[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"). 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 the 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.

4. The statutory bases for the relief requested herein are section 502 of the title 11 of the United States Code (the "Bankruptcy Code"), Rules 3001, 3003, and 3007 of the Federal Rules of Bankruptcy Procedure ("FRBP"), and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware.

BACKGROUND

A. General Background

5. On August 5, 2024 (the "Petition Date"), each of the above-captioned debtors (collectively, the "Debtors") filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

6. On October 18, 2024, the Court entered the *Findings of Fact, Conclusions of Law, and Order Approving the* Debtor's *Disclosure Statement for, and Confirming the Amended Joint Chapter 11 Plan of SunPower* Corporation *and its Debtor Affiliates* [Dkt. No. 872], pursuant to which this Court confirmed the *Amended Joint Chapter 11 Plan of SunPower Corporation and its Debtor Affiliates*, filed on October 17, 2024 [Dkt. No. 829] (the "Plan").[2] The Plan became effective in accordance with its terms on November 14, 2024 (the "Effective Date").

7. The Trust is responsible for administering claims and, "acting by and through the Trustee, shall have 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 without any further notice to or action, order or approval by the Bankruptcy Court, and to assert all defenses of the Debtors and their Estates." Creditor Trust Agreement § 3.7

8. Pursuant to the terms of the Plan:

[2] Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

> 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.

See Plan at Article X.A (emphasis added).

9. In addition, pursuant to the Plan, "[t]he Creditor Trust shall be established for the purpose of liquidating the Creditor Trust Assets …" *See* Plan at Art. X.B. In turn, the Plan provides that the Creditor Trust Assets are "…the Retained Causes of Action; provided that the Wind-Down Debtors shall retain all GUC Avoidance Actions against each Entity that owes any money to any Debtor or Wind-Down Debtor (and such GUC Avoidance Action shall not be a Creditor Trust Claim) unless and until such Entity has paid the full amount owed to the Debtor or Wind-Down Debtor in Cash (or such other amount or treatment that the Plan Administrator agrees, in the Plan Administrator's sole discretion), at which point such GUC Avoidance Action shall be a Creditor Trust Claim. *See* Plan at Art. I.A.47.

10. The Retained Causes of Action that are Creditor Trust Assets under the Plan included, without limitation:

> All Causes of Action against (a) Sol Holding, LLC, its equityholders, and their respective Affiliates (including TotalEnergies SE and its Affiliates) (collectively, the "Sponsors"); and (b) any current or former director, manager, or officer of any Debtor who is or was, while serving in such capacity, affiliated with the Sponsors (each, a "Sponsor-Related D&O"), in each case, unless the Debtors and the Sponsors reach agreement on the terms of a global settlement for adequate consideration in the business judgment of the Special Committee and the Official Committee of Unsecured Creditors (such settlement, a "2L/Sponsor Settlement").

See D.I. 1051, Exh. B, D(1)(b).

11. Similarly, the Retained Causes of Action that are Creditor Trust Assets under the Plan also include, without limitation:

> all Causes of Action against or related to all Entities that are party to or that may in the future become party to litigation, arbitration, or any other type of adversarial proceeding or dispute resolution proceeding involving any Debtor or Wind-Down Debtor, whether formal or informal or judicial or non-judicial, regardless of whether such Entity is specifically identified in this Schedule, the Plan, the Plan Supplement, or any amendments hereto or thereto.

See D.I. 1051, Exh. B.B.

12. Claimant did not object to the Plan.

B. The Chancery Court Action

13. On February 6, 2023, Jeffrey Edelman commenced a stockholder derivative action (the "Chancery Action") in the Delaware Court of Chancery on behalf of SunPower against certain of its current and former officers and directors, its controller TotalEnergies, and certain of TotalEnergies' affiliates (the "Chancery Action Defendants"), captioned *Edelman v. TotalEnergies SE et al*., C.A. No. 2023-0136-MTZ (Del. Ch.) (*See Motion of Claimants Robbins LLP for a Status Conference Pursuant to 11 U.S.C. § 105* (the "Status Conference Motion") [Dkt. No. 1860] at ¶ 10. The Chancery Action was limited in scope to complaints arising from a transaction involving SunPower's Commercial and Industrial Solutions business segment. Upon the filing of the Debtors' voluntary petition for relief under chapter 11 of the Bankruptcy Code, the Chancery Action was stayed prior to the taking of any depositions or exchange of dispositive motions.

14. The Chancery Action was a Retained Cause of Action that was a Creditor Trust Asset.

C. The Settlement

15. After the Effective Date, the Creditor Trust reviewed a vast amount of electronically stored information and began to analyze and evaluate the Retained Causes of Action available to

the Creditor Trust for assertion on behalf of its stakeholders. Ultimately, a Complaint was finalized and sent to counsel for the identified prospective defendants with a proposal to engage in a pre-suit mediation (the "Creditor Trust Complaint"). The identified parties and asserted causes of action extended well beyond those pled in the Chancery Action. All affected parties agreed to participate in a confidential mediation which commenced in May 2025 and continued over the course of several months. At the conclusion of these negotiations, a confidential settlement was reached and consummated. The specific terms of the settlement preclude any further mention herein of the parties or terms involved in the ultimate agreement that resolved the Creditor Trust Complaint.[3]

D. <u>The Claim</u>

16. On October 18, 2024, the Claimant filed the Claim asserting entitlement to a charging lien and an "undetermined" share of any recovery arising from the Chancery Action. The Claim alleges that Robbins, through its stockholder client, pursued derivative claims for breach of fiduciary duty on behalf of Debtor SunPower Corporation ("<u>SunPower</u>") against SunPower's former directors and officers, as well as TotalEnergies SE, TotalEnergies Gaz & Electricité Holdings SAS, TotalEnergies Renewables USA, LLC, and TotalEnergies Solar INTL SAS, and contends that, under Delaware law, it is entitled to fees based on the purported benefit conferred on the Debtors and its stakeholders. As explained above, there was little, if any, similarity between the limited causes of action asserted in the Chancery Action and the parties and causes of action asserted in the Creditor Trust Complaint. *See* Addendum to Claim at ¶¶ 3-5.

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[3] Given the severe deficiencies in Robbins' claim identified herein, the Trustee has not solicited the settling parties' consent to disclosure of the Creditor Trust's settlement agreement with them or any other related information or materials. The Creditor Trustee reserves the right to do so in the event this Court requires such disclosure as a predicate to ruling on this Objection.

17. As set forth in detail below, the Claim should be expunged and disallowed in its entirety because (i) pursuant to the Plan, the causes of action asserted in the Chancery Action were transferred to the Creditor Trust free and clear of all liens, including any charging lien, (ii) the Claim provides no writing that provides the basis for a rights to payment, (iii) Robbins has not demonstrated any contractual right to payment, and (iv) the Claim is unliquidated and does not permit a determination of validity or amount.

RELIEF REQUESTED

18. By this Objection, and fort the reasons set forth more fully herein, the Creditor Trustee objects to the Claim. The Creditor Trustee respectfully requests entry of the Proposed Order disallowing in full and expunging the Claim.

BASIS FOR OBJECTION

19. Bankruptcy Code section 502(a) provides, in pertinent part, as follows: "[a] claim or interest, proof of which is filed under section 501 of [the Bankruptcy Code], is deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). Further, Bankruptcy Code section 502(b)(1) provides that a court "shall determine the amount of such claim . . . as of the date of the filing of the petition, and shall allow such claim in such amount, except to the extent that—such claim is unenforceable against the debtor and the property of the debtor . . . ." *See* 11 U.S.C. § 502(b)(1).

20. The burden of proof for determining the validity of claims rests on different parties at different stages of the objection process. As explained by United States Court of Appeals for the Third Circuit:

> The burden of proof for claims brought in bankruptcy court under 11 U.S.C. § 502(a) rests on different parties at different times. Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is 'prima facie' valid. [citations omitted]. In other

> words, a claim that alleges facts sufficient to support legal liability to the claimant satisfies the claimants' initial obligation to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the prima facie validity of the filed claim . . . In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim's legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

In re Allegheny Int'l Inc., 954 F.2d 167, 173-74 (3d Cir. 1992) (citation omitted).

21. Once the *prima facie* validity of a claim is rebutted, "it is for the claimant to prove his claim, not for the objector to disprove it." *In re Kahn*, 114 B.R. 40, 44 (Bankr. S.D.N.Y. 1990) (citations omitted).

A. The Confirmed Plan and 11 U.S.C. §1141(c) Bar Any Alleged Charging Liens Against the Retained Causes of Action

22. To the extent the Claim relies upon a charging lien, it must be disallowed because pursuant to the Plan, the Chancery Action was transferred to the Creditor Trust free and clear of all liens, including any charging liens.

23. As set forth in paragraphs 10-11 above, the Chancery Action falls within the definition of Retained Causes of Action that are Creditor Trust Assets. *See* D.I. 1051 Exh. B, D(1)(b) and Exh.B.B.

24. The Plan specifically provides that

> [o]n 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.

See Plan at Article X.A (emphasis added). Thus, no charging lien is attached to the Chancery Action.

25. Accordingly, the Retained Causes of Action were expressly dealt with by the Plan and vested in the Creditor Trust or Wind-Down Debtors upon the Effective Date. Neither the Plan nor the Confirmation Order preserves any attorney charging lien or other interest in favor of Claimant.

26. The Bankruptcy Court established October 15, 2024, at 4:00 p.m. (Eastern Time), as the deadline to object to confirmation of the Plan pursuant to the Amended and Superseding Conditional Approval Order [Dkt. No. 647].[4] Claimant did not file any objection to confirmation, did not assert that the Retained Causes of Action remained subject to charging lien, and did not seek language in the Plan or Confirmation Order preserving any such lien. Accordingly, Claimant is bound by the confirmed Plan and may not now collaterally attack the Plan by asserting a charging lien against property vested in the Creditor Trust.

27. Thus, any alleged charging lien was extinguished upon confirmation, or, at minimum, Claimant waived any right to contend that such lien survived confirmation and continues to attach to the Retained Causes of Action. Claimant is therefore barred from asserting secured claim based on an alleged charging lien against the proceeds of the Retained Causes of Action.

28. Section 1141(c) of the Bankruptcy Code similarly bars charging liens against any of the Retained Causes of Action. It provides that except as otherwise provided in a confirmed chapter 11 plan or confirmation order, "the property dealt with by the plan is free and clear of all claims and interests of creditors". 11 U.S.C. §1141(c). In addition, under section 1141(a), the

[4] Claimant did not file a request for service in the Debtors' bankruptcy cases. Notice of the confirmation hearing and the deadline to object was published in the New York Times on October 3, 2024. *See* Certificate of Publication of Tami Bacon from The New York Times Filed by SunPower Corporation [D.I. 719].

provisions of a confirmed plan are binding on all creditors, whether or not such creditors accepted the plan.

B. The Claim Must Be Disallowed Because It Provides No <u>Writing That Provides the Basis For a Right to Payment</u>

29. FRBP 3001(c)(1) provides that: "If a claim… is based on a writing, the creditor must file a copy with the proof of claim … [or] a statement explaining the loss or destruction." Fed. R. Bankr. P. 3001(c)(1).

30. The Claim is predicated on alleged entitlement to attorneys' fees and the assertion of charging liens. Such claims necessarily arise from an alleged contractual relationship between an attorney and client and therefore should be based on a writing, including an engagement letter, retainer agreement, invoices, or other documentation establishing a legal obligation. Alternatively, claims for attorneys' fees could rest on a state court ordering an award.

31. The Claimant has failed to attach any such writing or to provide any explanation for its absence. The only document submitted—a docket from a Delaware Court of Chancery action—does not evidence any agreement or obligation of the Debtors to pay attorneys' fees.

32. This failure is dispositive. A proof of claim is only prima facie valid if it "alleges facts sufficient to support a legal liability to the claimant." *In re Allegheny Int'l, Inc.*, 954 F.2d 167, 173 (3d Cir. 1992). Here, the Claim identifies no agreement, no fee terms, and no basis for imposing liability on the Debtors. Similarly, notwithstanding the Claim's own reference to caselaw supporting theoretical "awards" of attorneys' fees, the Claim does not attach any state court order awarding fees to the claimant. *See* Claim at Addendum, ¶ 5.

33. Courts in this District likewise hold that a claim lacking supporting documentation is not entitled to prima facie validity. See *In re New Century TRS Holdings, Inc.*, No. 07-10416 (KJC), 2014 WL 1416172, at *2 (Bankr. D. Del. Apr. 10, 2014).

34. The absence of any engagement letter, fee agreement, or state court order awarding fees is therefore fatal. Without evidence of a contract or order giving rise to a payment obligation, the Claimant cannot establish any legal basis for liability, and the Claim should be disallowed.

C. Robbins Has Not Demonstrated Any Contractual Right to a Claim

35. Similarly, the Claim must be disallowed for the additional reason that it has not demonstrated any contractual right that can form the basis for a claim. Specifically, Claimant's theory improperly conflates two distinct doctrines. Thus, on the one hand, Claimant relies on Delaware authorities addressing potential fee awards under the common benefit or common fund doctrine, including *Americas Mining Corp. v. Theriault*, 51 A.3d 1213, 1252–53 (Del. 2012), and *Seinfeld v. Coker*, 847 A.2d 330, 333 (Del. Ch. 2000). Those cases address discretionary, court-awarded fees in derivative litigation where a benefit has been conferred. However, Claimant here has failed to present either a court award or an explanation as to what benefit it conferred. The authorities themselves do not create a present enforceable claim against a Debtor or a secured interest in estate property.

36. On the other hand, *the* Claimant asserts that it holds charging liens and is therefore a secured creditor. Even assuming arguendo that any lien associated with the Chancery Action was still valid, and as asserted in section A above, by operation of the Plan, it is not, Claimant's assertion still fails as a matter of law.

37. Delaware authority confirms that the existence of a fee agreement is a prerequisite to asserting a charging lien. In *Zutrau v. Jansing & ICE Systems*, the Court of Chancery observed that "black-letter law on charging liens suggests that a fee agreement between the attorney and the client is a prerequisite" to granting such relief. 2014 Del. Ch. LEXIS 255, at *4-5 (Del. Ch. Dec. 8, 2014).

38. The Claimant has not identified any engagement letter, retainer agreement, or other contract with the Debtors, or even with the former stockholder who was the named plaintiff in the derivative action. Nor does it allege any attorney-client relationship with the Debtors, who were named only as a nominal defendant in the underlying derivative action.

39. Absent a contractual entitlement to fees, the Claimant cannot establish any right to payment. Without such a right, no charging lien can arise, and no secured claim can exist.

40. Here, the Claimant has identified no contract, no enforceable obligation, and no facts supporting liability. It therefore fails as a matter of law and must be disallowed.

D. The Unliquidated Claim Does Not Permit a Determination of Validity or Amount

41. Finally, the Claim must be disallowed because FRBP 3007(d)(2)(F) permits objection where, as here, a claim is presented in a form that does not comply with applicable rules and prevents the objector from determining its validity.

42. The Claim is asserted in "undetermined" amount and lacks any supporting documentation, billing records, or explanation sufficient to permit the Creditor Trustee to evaluate either their validity or amount.

43. This deficiency is compounded by the absence of any agreement defining the basis for compensation. Without an engagement letter, retainer agreement, or other documentation establishing fee terms, and without any invoices or other documentation proving the amount of effort spent or complexity of work done by the Claimant, and without any evidence showing any benefit to the corporation resulting from Claimant's efforts, there is no framework by which the Court can assess entitlement or reasonableness.

44. Further, the underlying litigation was taken over by the estate and has been dismissed. In the absence of any identifiable recovery or cognizable benefit to the estate directly caused by the Claimant's efforts, there is no basis for calculating fees or asserting any interest in

proceeds. The Trustee is unable to determine the validity of the asserted claim in the absence of a state court order awarding fees on such a basis.

45. The Claimant has had ample opportunity to cure these deficiencies but has failed to do so. The Plan was confirmed on October 19, 2024, and became effective on November 14, 2024. The Claimant ceased involvement in the underlying litigation in October 2025, after the action had been stayed during the pendency of the Debtor's bankruptcy, and the litigation was fully dismissed on November 7, 2025. Despite these developments, the Claimant has not amended its proof of claim, specified any amount, or provided documentation supporting the existence or amount of its alleged claim.

46. Accordingly, the Claim fails to comply with the Bankruptcy Rules and should be disallowed.

Responses to Objection

47. Filing and Service of a Response: To contest the Objection, the Claimant must file and serve a written response to the Objection (a "Response") so that it is actually received by the Clerk of the Court and the parties in the following paragraph **no later than 4:00 p.m. (prevailing Eastern Time) on June 18, 2026.** A Response must address each ground upon which the Creditor Trustee objects to the Disputed Claim.

48. The Response must be filed with the Office of the Clerk of the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801. In addition, the Claimant must serve its Response on counsel to the Creditor Trustee, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington Delaware (Attn: Bradford J. Sandler (bsandler@pszjlaw.com) and Steven W. Golden (sgolden@pszjlaw.com)) and Brinkman Law Group, PC 5433 Country Club Drive, Suite B, Wood Ranch, California 93065 (Attn: Daren R.

Brinkman (firm@brinkmanlaw.com)) and 515 Madison Avenue, 9th Floor, New York, New York 10022 (Attn: Jory D. Cook (firm@brinkmanlaw.com)).

49. Content of Responses: A Response to the Objection must contain, at a minimum, the following:

a. a caption setting forth the name of the Court, the above-referenced case number, and the title of the Objection to which the Response is directed;

b. the name of the claimant and description of the basis for the amount of the Disputed Claim;

c. a concise statement setting forth the reasons why the Disputed Claim should not be disallowed for the reasons set forth in the Objection, including, but not limited to, the specific factual and legal bases upon which the claimant will rely in opposing the Objection at the Hearing (as such term is defined below);

d. all documentation or other evidence of the Claim in question, to the extent not already included with the claimant's proof of claim, upon which the claimant will rely in opposing the Objection at the Hearing;

e. the name, address, telephone number, and fax number of the person(s) (who may be the claimant or a legal representative thereof) possessing ultimate authority to reconcile, settle, or otherwise resolve the Claim on behalf of the claimant; and

f. the name, address, telephone number, and fax number of the person(s) (who may be the claimant or a legal representative thereof) to whom the Creditor Trustee should serve any reply to the Response.

50. Timely Response Required; Hearing: If Claimant fails to file and serve a timely Response in compliance with the foregoing procedures, the Creditor Trustee will present to the Court an appropriate order disallowing the Disputed Claim without further notice to the Claimant. If a Response is properly and timely filed and served in accordance with the above procedures, the Creditor Trustee will endeavor to reach a consensual resolution with the Claimant. If no consensual resolution is reached, the Court will conduct the Hearing with respect to the Objection and the Response on **July 17, 2026 at 10:00 a.m. (prevailing Eastern Time)**, before The Honorable Craig

T. Goldblatt, United States Bankruptcy Judge, at the Court, 824 North Market Street, 3rd Floor, Courtroom 7, Wilmington, Delaware 19801 (the "Hearing"). Only those Responses made in writing and timely filed and received will be considered by the Court at any such hearing.

51. Adjournment of Hearing: The Creditor Trustee reserves the right to adjourn the Hearing on any Claim included in the Objection. In the event that the Creditor Trustee so adjourns the Hearing, he will state that the Hearing on that the Disputed Claim has been adjourned on the agenda for the Hearing on the Objection, which agenda will be served on the person designated by the claimant in its Response.

Reservation of Rights

52. The Creditor Trustee expressly reserves the right to amend, modify, or supplement this Objection, and to file additional objections to any other claims (filed or not) that may be asserted against the Wind-Down Debtors or the Creditor Trust. Should one or more of the grounds of objection stated in the Objection be dismissed or overruled, the Creditor Trustee reserves the right to object to each of the Disputed Claim or any other proofs of claim on any other grounds that the Plan Administrator discovers or elects to pursue.

53. Nothing in this Objection will be deemed or construed: (a) as an admission as to the validity of any claim or interest against the Wind-Down Debtors; (b) as a waiver of the Plan Administrator's or the Creditor Trustee's rights to dispute or otherwise object to any claim or proof of interest on any grounds or basis; or (c) to waive or release any right, claim, defense, or counterclaim of the Wind-Down Debtors, or to estop the Plan Administrator on behalf of the Wind-Down Debtors or the Creditor Trustee from asserting any right, claim, defense, or counterclaim (including setoff).

Notice

54. Notice of this Objection shall be provided to: (a) the Claimant; (b) the U.S. Trustee; (c) counsel to the Plan Administrator; (d) counsel to the Prepetition First Lien Agent; and (e) those parties that have requested notice pursuant to Bankruptcy Rule 2002. The Creditor Trustee submits that, under the circumstances, no other or further notice is required.

REPLIES TO RESPONSES

55. Consistent with Local Rule 9006-1(d), the Creditor Trustee may, at its option, file and serve a reply to a Response no later than 4:00 p.m. (Prevailing Eastern Time) one (1) day prior to the deadline for filing the agenda for any hearing to consider the Objection.

CONCLUSION

WHEREFORE, for the foregoing reasons, the Creditor Trustee respectfully requests that the Court enter the proposed order attached hereto, pursuant to section 502(b)(1) of the Bankruptcy Code, sustaining this Objection, disallowing and expunging the Claim in its entirety, together with such other and further relief as the Court deems just and proper.

Dated: May 28, 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Bradford J. Sandler

Bradford J. Sandler (DE Bar No. 4142)
Steven W. Golden (DE Bar No. 6807)
919 N. Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: bsandler@pszjlaw.com
sgolden@pszjlaw.com

BRINKMAN LAW GROUP, PC
Daren R. Brinkman (CA Bar No. 158698)
543 Country Club Drive, Suite B
Wood Ranch, California 93065

Jory D. Cook (NY Bar No. 5251269)
515 Madison Ave.
9th Fl. New York, NY 10022
Tel. (818) 597-2992
Fax (818) 597-2998
Email: firm@brinkmanlaw.com

Co-Counsel to the Creditor Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: SUNPOWER CORPORATION, *et al.*, [1] Debtors.	Chapter 11 Case No. 24-11649 (CTG) (Jointly Administered)

Hearing Date: July 17, 2026 at 10:00 a.m. (ET)
Objection Deadline: June 18, 2026 at 4:00 p.m. (ET)

NOTICE OF CREDITOR TRUSTEE'S OBJECTION TO PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

PLEASE TAKE NOTICE that on May 28, 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") filed the *Creditor Trustee's Objection to Proof of Claim Number 11894 Filed By Robbins LLP* (the "Objection") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). A copy of the Objection is attached hereto. **Your claim may be disallowed as a result of the Objection. Therefore, you should read the Objection carefully.**

PLEASE TAKE FURTHER NOTICE THAT YOUR RIGHTS MAY BE AFFECTED BY THE OBJECTION AND BY ANY FURTHER CLAIM OBJECTION THAT MAY BE FILED BY THE CREDITOR TRUSTEE OR OTHERWISE. THE RELIEF SOUGHT HEREIN IS WITHOUT PREJUDICE TO THE CREDITOR

[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"). 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 the 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.

TRUSTEE'S RIGHT TO PURSUE FURTHER OBJECTIONS AGAINST YOUR CLAIM(S) SUBJECT TO THE OBJECTION IN ACCORDANCE WITH APPLICABLE LAW AND APPLICABLE ORDERS OF THE BANKRUPTCY COURT.

PLEASE TAKE FURTHER NOTICE that, if the holder of a claim subject to the Objection wishes to respond to the Objection, the holder of such claim must file a written response with: (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; and (ii) counsel to the Creditor Trustee, (x) Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington Delaware (Attn: Bradford J. Sandler (bsandler@pszjlaw.com) and Steven W. Golden (sgolden@pszjlaw.com)), and (y) Brinkman Law Group, PC 5433 Country Club Drive, Suite B, Wood Ranch, California 93065 (Attn: Daren R. Brinkman (firm@brinkmanlaw.com)) and 515 Madison Avenue, 9th Floor, New York, New York 10022 (Attn: Jory D. Cook (firm@brinkmanlaw.com)), so as to be received on or before **June 18, 2026 at 4:00 p.m. (prevailing Eastern Time)**.

PLEASE TAKE FURTHER NOTICE that responses to the Objection must contain, at a minimum, the following: (a) a caption setting forth the name of the Bankruptcy Court, the above-captioned case number or remaining case number (as applicable), and the title of the Objection to which the response is directed; (b) the name of the claimant, the claim number, and a description of the basis for the amount of the claim; (c) the specific factual basis and supporting legal argument upon which the claimant will rely in opposing the Objection; (d) any supporting documentation, to the extent it was not included with the proof of claim previously filed with the clerk or claims agent, upon which the claimant will rely to support the basis for and amounts asserted in the proof of claim; and (e) the name, address, email address, telephone number, and fax number of the person(s) (which may be the claimant or the claimant's legal representative) with whom counsel for the Debtors should communicate with respect to the claim or the Objection and who possesses authority to reconcile, settle, or otherwise resolve the Objection to the disputed claim on behalf of the claimant.

PLEASE TAKE FURTHER NOTICE that if no response to the Objection is timely filed and received in accordance with the above procedures, an order may be entered sustaining the Objection without further notice or a hearing. If a response is properly filed, served, and received in accordance with the above procedures and such response is not resolved, a hearing to consider such response and the Objection 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 17, 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.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE BANKRUPTCY COURT MAY SUSTAIN THE OBJECTION WITHOUT FURTHER NOTICE OR HEARING.

[Remainder of Page Intentionally Left Blank]

Dated: May 28, 2026

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Bradford J. Sandler

Bradford J. Sandler (DE Bar No. 4142)
Steven W. Golden (DE Bar No. 6807)
919 N. Market Street, 17th Floor
P.O. Box 8705
Wilmington, DE 19899-8705 (Courier 19801)
Telephone: (302) 652-4100
Facsimile: (302) 652-4400
Email: bsandler@pszjlaw.com
sgolden@pszjlaw.com

BRINKMAN LAW GROUP, PC
Daren R. Brinkman (CA Bar No. 158698)
543 Country Club Drive, Suite B
Wood Ranch, California 93065

Jory D. Cook (NY Bar No. 5251269)
515 Madison Ave.
9th Fl. New York, NY 10022
Tel. (818) 597-2992
Fax (818) 597-2998
Email: firm@brinkmanlaw.com

Co-Counsel to the Creditor Trustee

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION, *et al.*, [1]	Case No. 24-11649 (CTG)
Debtors.	(Jointly Administered)

ORDER SUSTAINING LIQUIDATION TRUSTEE'S OBJECTION TO PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

Upon consideration of the *Creditor Trustee's Objection to Proof of Claim Number 11894 Filed by Robbins LLP* (the "Objection") and any objections or responses thereto; and the Court finding that (i) it has jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334, (ii) this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2), (iii) the Court has authority to enter a final order in this matter consistent with Article III of the United States Constitution; and (iv) notice of the Objection was due and proper under the circumstances; and after due deliberation, and finding good and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Objection is **SUSTAINED** as set forth herein.

2. Claim 11894 filed by Robbins LLP shall be disallowed and expunged in its entirety.

[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"). 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 the 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.

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

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SUNPOWER CORPORATION, *et al.*, [1]	Case No. 24-11649 (CTG)
Debtors.	(Jointly Administered)

DECLARATION OF STEVEN BALASIANO IN SUPPORT OF THE CREDITOR TRUSTEE'S OBJECTION TO PROOF OF CLAIM NUMBER 11894 FILED BY ROBBINS LLP

I, Steven Balasiano, hereby declare as follows:

1. I am the duly appointed Creditor Trustee of the SunPower Creditor Trust pursuant to the Plan and Confirmation Order in the Debtor's chapter 11 cases.

2. I submit this declaration in support of the Creditor Trustee's Objection to Proof of Claim Number 11894 filed by Robbins LLP (the "Objection").

3. In connection with the preparation of the Objection, I reviewed the Claim and all supporting information and documents provided with the Claim.

4. Based on my review, I do not believe that the documentation submitted in support of the Claim provides prima facie evidence of either the validity or the amount of the Claim.

5. I also conducted, or caused to be conducted under my supervision, a reasonable review of the Debtor's books and records relating to the Claim.

[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"). 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 the 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.

6. Based on that review, I have been unable to ascertain any basis for the Claim from the Debtor's books and records. Specifically, the Debtor's books and records do not reflect any enforceable agreement, obligation, liability, or other payment obligation in favor of the Claimant with respect to the amounts asserted in the Claim.

7. If the Claim is not disallowed, the potential exists for Claimant to receive a recovery to which it is not entitled, to the detriment of the Creditor Trustee's other stakeholders.

8. Accordingly, the Creditor Trustee submits that the Objection should be sustained as set forth more fully therein.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: May 28, 2026

/s/ Steven Balasiano
MHR ADVISORY GROUP, LLC
By: Steven Balasiano