



Congratulations Colin, you qualify

1 message

Mosaic Customer Support <support@joinmosaic.com>

Mon, Mar 1, 2021 at 3:26 PM

*Projects Needed to be completed by 9/1/21
Installer stated complete 8/13/21*



Loan Pre-Qualification



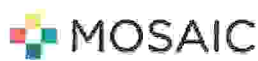
We've got great news - you've been pre-qualified for a Mosaic Loan for up to \$100,000.00.

Next, Complete Solar will be sending you a Home Improvement Agreement (the installation contract between you and Complete Solar) and your Loan Application (the loan agreement between you and Mosaic). When you receive these documents, please go over them carefully because they include information regarding certain financing conditions, loan disbursements, the ongoing servicing of your loan and other important loan information.

Please Note: While you've been pre-qualified for \$100,000.00, the actual amount of your loan will be up to the total price as listed in your Home Improvement Agreement (minus any co-payment paid to Complete Solar).

Lastly, we've created this [handy guide](#) to explain how to take advantage of the Federal Tax Credit and use it to keep your monthly Mosaic loan payments low.

Towards a brighter future,
Mosaic



Solar Mosaic, Inc. | www.joinmosaic.com
 300 Lakeside Drive, 24th Floor, Oakland, CA 94612
 loanoffices@joinmosaic.com | 855.746.7849
 CA Finance Lenders License 6054631



Federal Truth in Lending Act ("TILA") Disclosure

Loan Number: 277577

Date: 3/19/2021

Borrower Name: [REDACTED]

ANNUAL PERCENTAGE RATE (the cost of your credit as a yearly rate)	FINANCE CHARGE (the dollar amount the credit will cost you)	Amount Financed (the amount of credit provided to you or on your behalf)	Total of Payments (the amount you will have paid after you have made all payments as scheduled)
1.99% (e)	\$26,966.72 (e)	\$97,333.00	\$124,299.72 (e)
Monthly Payment Schedule:			
Number of Payments	Amount of Payments	When Payments are Due	
16 (e)	\$310.73 (e)	Monthly, beginning 08/03/2021 (e)	
281 (e)	\$423.16 (e)	Monthly, beginning 12/03/2022 (e)	
1	\$420.08 (e)	05/03/2046 (e)	
<p>Variable Rate: The annual percentage rate ("APR") will increase by 0.25% on the first calendar day of the next billing period if you terminate ACH payments or we terminate ACH payments because you are not current on your payments or we are unable to process your ACH payment. Any increase will take the form of higher payment amounts. For example, if you have a 25 year loan of \$97,333.00 at a 1.99% APR with monthly payments of \$310.73, and you begin making payments by check on the First Payment Date, your APR would increase to 2.24% and your monthly payments would increase by \$9.49 to \$320.22. Any increase may cause your Principal Balance Target to increase.</p>			
<p>Security: You are giving a security interest in the personal property you are purchasing in this transaction and your rights under any related agreement.</p>			
<p>Late Charge: If a payment is more than fifteen (15) days late, we will charge you a non-refundable late fee of no more than 5% of the amount due or ten dollars (\$10), whichever is less.</p>			
<p>Prepayment: If you pay off your loan early, you will not have to pay a penalty.</p>			
<p>Contract Reference: See your Loan Agreement ("Agreement") for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.</p>			
<p>Insurance: You will be required to maintain a homeowners' insurance policy or equivalent insurance policy in an amount equal to the full replacement and installation cost of the solar system financed or the outstanding balance of the loan financed. The insurance carrier providing the insurance coverage may be chosen by you.</p>			
<p>"(e)" means an estimate.</p>			

* If you will make loan payments by Automated Clearing House ("ACH"), your Interest Rate includes a 0.25% reduction from the annual percentage rate ("APR"). If you terminate ACH payments or are not current on your loan payments, the APR will increase by 0.25% on the first calendar day of the next billing period. An increase will take the form of higher payment amounts. If you indicated in your application that you will make loan payments by check, your interest rate does not include such a reduction, but we will reduce your rate if you subsequently authorize ACH payments as described in Section 3(g).

(est.) The Loan Start Date is subject to change. The Loan Start Date will be finalized and accurately reflected in the Loan Closing Certificate, which will be sent to you following our first disbursement of loan proceeds to your Installation Contractor (or sent directly to the equipment manufacturer if directed to do so by the Installation Contractor). The Loan Closing Certificate is fully incorporated herein.

The estimated Loan Start Date assumes the Contractor completes installation and the "Install Complete Disbursement" is made within 180 days from the date of you are prequalified for a loan. The actual Loan Start Date will be the date that we first disburse loan proceeds to your Contractor. That date will be shown on the Loan Closing Certificate we send to you.

The estimated First Payment Date assumes you will begin making payments 3 months after the Loan Start Date. You may actually begin making payments on the earlier of 3 months after the Loan Start Date or 15 days after Mosaic confirms Permission to Operate from your utility company. Interest on this loan begins to accrue from the first disbursement and is calculated on the outstanding principal balance, as described in Section 3(c). You can begin making payments at any time you choose after the Loan Start Date.

We may re-review your application if it looks like the Loan Start Date will not occur within 180 days. This can happen if your Contractor is not able to make sufficient progress during your 180-day approval period for the Loan Start Date to occur. If we re-review your application, we will request a new credit report from the credit bureaus, to make sure that you continue to meet the requirements for loan approval. This may impact your credit score.

Tax Credit

You may be eligible for a federal solar investment tax credit. You acknowledge that eligibility for this tax credit is not guaranteed. In order to realize the benefits of the solar investment tax credit, you must have federal income liability that is at least equal to the value of the credit. We are not financially responsible for your receipt of any such tax credits. We do not provide tax advice and nothing in this Loan Agreement is intended to be used as tax advice. In order to determine your eligibility for any federal solar investment tax credit, you should make an independent assessment or consult with your independent tax advisors. Additionally, if you are not eligible to receive a federal solar investment tax credit you will not be able to use the proceeds of your tax credit to make a voluntary prepayment as described below.

Impact of Voluntary Prepayments

You are not required to make any prepayments on the Loan. If you choose to make voluntary prepayment(s) on the Loan before the eighteenth (18th) month from the Loan Start Date, then when the Loan automatically re-amortizes on the Re-amortization Date denoted in the Summary Page, any prepayments made to date will be taken into account and the monthly loan payment adjusted accordingly. Any adjustment to the monthly loan payment resulting from the automatic re-amortization will be sufficient to fully repay the Loan by the Maturity Date.

You acknowledge that in order to avoid an increase in your Monthly Payment, you must make one or more voluntary prepayments equal to approximately 26% of your Total Loan Amount within 18 months following your Loan Start Date. So long as you are not in default under this Agreement, and provided that you reduce your unpaid Total Loan Amount to the Principal Balance Target by the Re-amortization Date by making sufficient voluntary prepayments, your monthly payment will not increase. If you pay more than 26% of your Total Loan Amount, your monthly payments will be adjusted to a lower amount. If you do not make any prepayments, or if your prepayments are less than 26% of your Total Loan Amount, your monthly payments will be adjusted to a higher amount.

¹ The estimated First Payment Date and actual First Payment Date will be different. The actual First Payment Date will be disclosed in your Loan Closing Certificate.

otherwise apply. The interest rate will increase by 0.25% on the first calendar day of the next billing period if you terminate ACH payments or we terminate ACH payments because you are not current on your payments or we were unable to process your ACH payment. Any increase in the interest rate will take the form of higher payment amounts. If you indicated in your application that you will make loan payments by check, your interest rate does not include such a reduction, but we will reduce your rate if you subsequently authorize ACH payments as described in Section 3(g).

- e. **Monthly Payment Amounts.** The monthly loan payments you must make, assuming you make all payments in full and on time, are set forth in your Loan Closing Certificate. You understand that the Loan will automatically re-amortize on the 18th month following the Loan Start Date that is estimated in the Summary Page and finalized in the Loan Closing Certificate you receive. This event is referred to the Re-Amortization Date in the Summary Page. On the Re-amortization Date, the Loan will adjust in a manner necessary to ensure that it is fully repaid by the Maturity Date. Any adjustment that occurs on the Re-amortization Date will impact the monthly loan payment, and it may either stay the same, increase or decrease (but in no case will it equal less than \$35). If the calculated payment based on re-amortization is less than \$35, you will owe a minimum of \$35 and your Maturity Date may change. The re-amortization and any corresponding adjustments to the Loan assumes you are not in default under this Loan Agreement. So long as you are not in default under this Agreement, and provided that you reduce your unpaid Total Loan Amount to the Principal Balance Target by the Re-amortization Date by making sufficient optional prepayments, your monthly payment will remain the Initial Monthly Payment. If you do not reduce your unpaid Total Loan Amount to at least the Principal Balance Target by the Re-amortization Date, then immediately following the Principal Balance Date, your monthly payment will increase for the remainder of the Term as follows:
- (i) If you do not make any optional prepayments before the Re-amortization Date and you have made all your Monthly Payments by the due date, then your new monthly payment will be the Adjusted Monthly Payment; and
 - (ii) If you make optional prepayments before the Re-amortization Date but such prepayments total less than the Principal Balance Target, then your new monthly payment will be an amount greater than your Initial Monthly Payment but less than the Adjusted Monthly Payment.
- f. **Maturity Date.** Unless your loan is due earlier and payable as provided in this Loan Agreement, your loan will mature on the Maturity Date. On the Maturity Date, you agree to pay in full any unpaid amounts payable under this Loan Agreement.
- g. **Payment Method.** You may pay by ACH or check. To pay by ACH, complete the "Authorization for Direct Payment via ACH" (the "ACH Authorization"). To pay by check, include your Loan Number on your check made payable to Solar Mosaic, Inc. and mail it to Solar Mosaic, Inc. c/o Concord Servicing Corporation, 4150 NORTH DRINKWATER, STE #200, SCOTTSDALE, AZ 85251. You may change your payment method by following the instructions in the ACH Authorization or managing your account online at <https://joinmosaic.myaccountinfo.com/Account/LogOn>. If you change your payment method, it will change your interest rate as described in Section 3(d).
- h. **Prepayment Before Automatic Re-Amortization.** On or before the 18th month from the Loan Start Date, you may make any prepayment on the loan at any time without penalty. These prepayments (if any) will be taken into account when the loan automatically re-amortizes, and the monthly loan payment amount will be adjusted in order to ensure the loan is fully repaid by the Maturity Date. Depending on whether you are in default on the Loan Agreement, the adjustment to the monthly loan payment amount may result in an amount that stays the same, increases, or decreases (but in no case will it equal less than \$35).
- i. **Prepayment After Automatic Re-Amortization.** After the loan automatically re-amortizes on the 18th month from the Loan Start Date, you may still make any prepayment on the loan without penalty. These prepayments (if any) will not impact or result in an adjustment of your monthly loan payment. Instead, and assuming you are not in default under the Loan Agreement, the prepayments may result in repayment of the entire loan earlier than the Maturity Date.
- j. **Payment of Disputed Balance.** If you wish to make a payment in satisfaction of a disputed balance, you must send it to Solar Mosaic, Inc. c/o Concord Servicing Corporation, 4150 NORTH DRINKWATER, STE #200, SCOTTSDALE, AZ 85251, ATTN: Disputed Balance, together with a letter of explanation. We may deposit any such payment without such deposit constituting a satisfaction of the disputed balance.

4. FEES. We will also charge you the following fees to the extent permitted by applicable law.

- a. **Insufficient Funds Fee.** You will be charged a non-refundable fee of ten dollars (\$10) for each failed electronic or check payment attempt. Your bank may assess its own fee in addition to the fee we assess.
- b. **Late Payment Fee.** If a payment is more than fifteen (15) days late, we will charge you a non-refundable late fee of no more than 5% of the amount due or ten dollars (\$10), whichever is less.

5. LOAN DISBURSEMENTS. We will disburse the loan proceeds on your behalf to your Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) and, if applicable, to your Operations and Maintenance Contractor, upon achievement of certain conditions described on the Loan Disbursement Schedule on the Summary Page. Loan disbursements will be disbursed to your Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) after certain conditions we establish at our discretion are met. We reserve the right to update, revise and/or remove the conditions necessary for loan disbursements to be transmitted to the

Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) without prior verbal or written notice. You understand that in order for us to make disbursements on your behalf, we may require you to confirm (verbally or electronically) that the Installation Contractor has satisfied certain conditions in the installation process. In the event that you fail to confirm that certain conditions have been met, we may decide in our discretion to still disburse loan proceeds to your Installation Contractor (or the equipment manufacturer if directed to do so by the Installation Contractor) if we determine that all conditions were satisfactorily met. *"Someone" confirmed but it was not me.*

Notwithstanding anything to the contrary in this Agreement, Mosaic may suspend or terminate its obligations under this Agreement (including but not limited to its obligations described in this Section 5 to disburse loan proceeds) upon a Force Majeure Event. "Force Majeure Event" shall mean, any act or event which delays our performance of our obligations or renders us unable to comply, totally or partially, with our obligations, including our inability to access funding from third party institutions to make loan disbursements, war (whether or not declared), riot, acts of God including storms, floods, lightning, earthquakes, hailstorms, ice storms, tornados, typhoons, hurricanes, landslides, volcanic eruptions, fires, excessive wind speeds; sabotage or destruction of facilities or equipment; and labor strikes. During any period in which a Force Majeure Event prevents, limits or otherwise impairs our ability to perform our obligations under this Agreement, we reserve the right to (i) suspend our performance of such obligations until such time as we determine our performance is no longer prevented, limited or otherwise impaired and/or (ii) terminate this Agreement.

6. ADDITIONAL OBLIGATIONS AND REPRESENTATIONS.

- a. **Collateral.** To the extent permissible by law, you irrevocably grant us a limited power of attorney with full power of substitution and re-substitution, to sign any documents and perform any acts, in your name and on your behalf, for the exclusive purpose of exercising our rights with respect to the Collateral under this Agreement. You also agree not to pledge, mortgage, encumber or otherwise permit the Collateral at any time to be subject to any lien or encumbrance that is superior to our security interest. Subject to applicable law (including any notice, cure and/or redemption rights provided by applicable law), upon default, we may remotely disable the functioning of the Purchased Goods, whether or not we then attempt to remove the Purchased Goods, enter upon the Residence and disable and/or remove the Purchased Goods, sell or otherwise dispose of the Purchased Goods including any environmental incentives, assume your rights under any environmental incentives and give notice to the other parties thereto that payments thereunder shall be made to us and not to you, initiate a collection action against you, recover our costs of repossession, storage and collection and exercise any other rights provided by this Agreement or applicable law. If we disable the functioning of the Purchased Goods, you understand that any fees and costs associated with that action may be added to your Loan.
- b. **Ownership.** You represent and covenant that (1) the Residence is a one-to-four family dwelling that is permanently affixed to the ground and it is not (a) a business or commercial establishment, (b) a mobile home which is not attached to a permanent foundation or (c) a condominium or townhome where you do not own the roof on which the Solar Equipment is installed; (2) you, or a trust controlled by you, are the fee simple owner of the Residence and the Collateral; and (3) you are not, and will not, be in breach of your Home Improvement Agreement.
- c. **Collateral Access.** You agree to provide us or our designees after receiving reasonable notice, with access to the Residence for the purposes of: (1) inspecting the Purchased Goods until this Agreement terminates; or (2) in the case of a foreclosure on the Collateral, removing the Collateral from the Residence. You agree to provide to us all available access to any energy production data or other data related to your Purchased Goods or generated in connection with any operations and maintenance service, in each case throughout the Term of this Agreement. You hereby authorize any third party in control or possession of your energy production data (or other data related to or generated in connection with your Purchased Goods) to provide us or our designees with such energy production data. You agree to promptly provide such third party with any documentation required by that third party to authorize the third party to provide this data to us.
- d. **Personal Property.** You and we both expressly intend that no portion of the Collateralized Goods will constitute a "fixture" attached to any real property, and that the Collateralized Goods will be removable personal property. You also agree not to take any action that might cause the Collateralized Goods to be treated as real property or as fixtures to real property. However, you agree that we may make a fixture filing, if we choose, out of an abundance of caution, provided that you and we agree that we may enforce rights in the Collateralized Goods under the Uniform Commercial Code and not under state real estate or mortgage law.
- e. **Installation and Purchased Goods.** You will take all steps necessary to enable the installation and proper functioning of the Purchased Goods to be completed in accordance with the Home Improvement Agreement and, if you receive an Operations and Maintenance Loan Amount, to be maintained in accordance with the Operations and Maintenance Agreement. You agree to keep the Purchased Goods in good working order and in compliance with manufacturing specifications, the operating and maintenance manuals, warranty requirements provided by your Installation Contractor and, if applicable, your Operations and Maintenance Contractor, and all applicable law, and not to remove or modify the Purchased Goods without our prior written consent. You agree to maintain at all times an internet connection sufficient to ensure that monitoring data for the Solar Equipment can be fully transmitted.



Start Date for Your Solar Installation

1 message

Darlynn Lacap (Support) <help@completesolar.com>
Reply-To: Support <help@completesolar.com>

Thu. Aug 12, 2021 at 9:34 AM



Your request (188390) has been updated. To add additional comments, reply to this email.



Darlynn Lacap (Complete Solar)

Project Complete on 8/13 but installing batteries on 8/19?

Hi Michelle,

Good morning. I have good news! We are scheduling the battery installation for next Thurs 8/19. We'll be there in the morning between 7-10am. I hope this date works for you. Let me know if it doesn't.

Darlynn Lacap
Project Coordinator

help@completesolar.com



Colin Wright

I've been asking for an estimate on getting batteries for 2 months so this time please get back to me with an answer.

m

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Darlynn Lacap (Complete Solar)

Hi Michelle,

Good morning. I can ask my team and procurement and follow up on your batteries etc.



Re: Solar Emergency Assistance

1 message

Elizabeth Melendez <[redacted]@completesolar.com>

Tue, Nov 2, 2021 at 10:57 AM

To: Colin [redacted]
Cc: [redacted]

Hello Colin,

Thank you so much for the email and contact information. I have escalated your case and as I mentioned over the phone we will work through this so we can change the perspective of Complete Solar that has been set.

I will follow up with you on Friday 11/05 @10am Michele to give any update that has been given to me or if I have news sooner, I will call and send a text in the case that there is no answer.

Thank you once again for your time and patience with me.

Best regards,



Elizabeth Melendez
Retention Specialist
Email: [redacted]
Phone: (650) 400-5000

On Tue, Nov 2, 2021 at 10:04 AM [redacted]
Hello Elizabeth,

*CS wants me to pay Mosaic while they refund me
so I dont alert Mosaic that they shouldn't have been paid*

Thank you for reaching out today in attempts to resolve the project delays we have been experiencing.

- Per our phone conversation: 1. Complete Solar will be paying us to cover the Mosaic invoices until the solar project is completed. We will send you a screenshot of the bill and your company will reimburse us
- 2. We need an update on the status of the PG&E rebate. We have permit, rebate numbers and related information if you need assistance.
- 3. Permit, resolve any issues with the county. Off grid.
- 4. Batteries, delivery and installation date.
- 5. Our contacts at [redacted] they are in CC on this email.

*Rebate lost twice
No permit obtained
No batteries*

Please confirm you have received this email and are actively working on resolving the issues. Michele will speak with you on Friday at 10:00 am with your updates.

Colin

Thu, Nov 11,
8:32 AM

Elizabeth Melendez

to me, Justin, Ray, Darlynn, Andrew, Colin

Hello [REDACTED].

Let me know what time is best for you.

In regards to the Mosaic bill, we addressed over one of our calls that we will cover those bills for you. Also mentioned that since it's an automatic withdrawal that once the payment is withdrawn you would send me a copy of the invoice/receipt so that I can send it to the accounting department and they will send you a check to cover payments. This will be done until we have PTO (permission to operate).

So on the 13th when the 1st payment is withdrawn, send me an email with the confirmation of the payment and I will send it to accounting, once they confirm that it has been sent, I will send you an email confirmation.

CompleteSolar
A Brighter Way.

Elizabeth Melendez
Retention Specialist
Email: e.melendez@completesolar.com
Phone: (650) 489-9880

In order for Mosaic to not be alerted that they defrauded me and Mosaic they want to refund me my payments till the project is complete. Yes that is the project they got paid for on 8/13/21 because it was complete.



RE: First Payment Timing

1 message

Mosaic Customer Service <support@joinmosaic.com>

Wed, Nov 17, 2021 at 6:15 AM

To: "mda...@gmail.com" <mda...@gmail.com>

Hi [Redacted]

Here is an update from the installer:

"Currently, we are troubleshooting a battery hook up This is a very escalated issue that we are working on diligently and will hopefully have a better idea of time to PTO in the next few days."

Respectfully,
Mosaic Loan Operations

After going to Mosaic and telling them the situation this was CS's response. Unfortunately I dont have batteries so it must be very hard to hook up batteries that dont exist. They also cant get PTO until a) they have a permit and b) the project is complete. This is disingenuous.

Original Message

From: Mosaic Customer Service [support@joinmosaic.com]
Sent: 10/28/2021 12:57 PM
To: m...
Subject: First Payment Timing

Hi [Redacted]

Thank you for reaching out to Mosaic.

I am so sorry for the inconvenience that this might have caused but as per your loan agreement your first payment will begin either 15 days after your system receives permission to operate or 90 days from the first disbursement to your installer, whichever comes first. The date of the first disbursement to your installer and your loan origination date is August 13,2021.

The first payment is due November 13,2021

Please contact your installer directly to go over the timeline on your project, you may also inform them of your first payment notice to see what they have in place.

Please feel free to contact us should you have any additional questions. We can be reached six days a week, Monday through Friday from 6 am to 9 pm PST and on Saturdays from 8 am to 5 pm PST. Our phone number is (855) 746-5551.

Best,

Mosaic Experience Team

Original Message

From: Mosaic Customer Support [notification-support@joinmosaic.com]
Sent: 10/28/2021 11:22 AM
To: [Redacted]

Cancellation Request

1 message

Mosaic Customer Service <support@joinmosaic.com>

Mon, Nov 22, 2021 at 12:21 PM



CS refused to cancel or even call Mosaic. On 12/10 they told Mosaic they had talked to me and we worked it out and have a path to move forward

Hi Colin,

We have received your request to cancel your loan. As funds have already been disbursed Complete Solar must agree to your cancellation request. Mosaic is attempting to contact Complete Solar to confirm the cancellation. To expedite the process, please feel free to reach out to your contractor/installer and have them confirm your cancellation request with us.

we have not heard from CS since 12/1 and we do not have a path forward.

Please note, you are still responsible for making any monthly payments that become due until the time we receive confirmation of the cancellation from your contractor/installer. Please reach out to Complete Solar with further questions. We will send another response to your cancellation request in 7 - 10 calendar days.

You will also receive a final communication from us when the cancellation process has been completed.

We appreciate your patience in this matter.

If you have any questions, please do not hesitate to contact us at (855) 746-5551.

Sincerely,
Mosaic Loan Servicing
(855) 746-5551

Financing applied for and processed through the Mosaic platform is originated by Solar Mosaic, Inc. or one of its [lending/financing partners](#). Refer to transaction specific disclosures and loan documents for details and additional information.

ref:_00Df424QU4._5002T1JSVHf:ref

