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PLEASE VERIFY BEFORE SENDING

Unverified AI draft. Every fact must be checked against the records before use. It is not legal advice. Fill in every [ADD: …] placeholder, set the demand amount, confirm anything marked [VERIFY], and delete this box before sending.

- Only one-page excerpts of the contract and loan were provided. Check the full documents for arbitration, merger/integration, "no oral representations" and other lien or fixture-filing disclosures. Summit and Larkspur will likely rely on pages 11 and 13 of the contract.
- Several facts come only from Mrs. Strand's April 18, 2025 note and the Strands' own summary: Mr. Kessler's oral statements ("no lien," "government program," "basically free") and the $236 vs. $124 monthly comparison. Confirm with the clients.
- Placeholders for the legal basis: Utah consumer protection law, Utah home solicitation cancellation rules (the contract shows an April 22, 2025 cancellation date, Summit says the window closed, and the first written complaint in the file is January 26, 2026), federal lending disclosure rules, and lender responsibility for seller conduct. No statutes or deadlines were stated.
- Check whether a cancellation notice copy ever reached the Strands. The e-signature certificate lists no buyer email, and Mrs. Strand says they received no paper copies. The letter says only that the records do not show delivery.
- Check the payments total of $1,298.96 (8 × $162.37, as stated in the loan excerpt). Add any payments after February 1, 2026.
- Check the before and after electric averages ($123.98 and $73.85, as stated in the utility report). The proposal used a $118.00 baseline, and the 2024 and 2025 figures cover only July to October.
- The $14,670.00 prepayment equals 30% of $48,900.00 by simple calculation. The records do not say the two are linked, so confirm before relying on that point.
- Summit may attribute part of the production shortfall to the inverter fault logged September 3, 2025 (ticket pending). The July and August 2025 shortfalls predate it. The actual install date is not in the records (a text says "booked for May 20"; the system was turned on June 4, 2025).
- Missing items: firm address and contact details, date, delivery method, recipient names, Summit's and Larkspur's ZIP codes, Larkspur's address, the Strands' ZIP code, the loan number, the remedy for removing the system, the demand amount and the response deadline. No refinance-related costs are documented, so none are claimed.

Bingham Lowry PC
[ADD: firm street address]

[ADD: city, state ZIP]
[ADD: phone] · [ADD: email]

[ADD: date]

VIA [ADD: delivery method]

[ADD: recipient name]
Summit Glow Solar Partners LLC
400 Basalt Way, Suite 12
Corbin Flats, Utah [ADD: ZIP]

[ADD: recipient name]
Larkspur Clean Energy Finance LLC
[ADD: street address]
[ADD: city, state ZIP]

Re: Demand for Rescission, Release of Fixture Filing and Refund. Gordon and Felicity Strand, 2287 Quail Bluff Lane, Tamarack Springs, Utah. Solar Purchase Agreement dated April 17, 2025. Larkspur Loan No. [ADD: loan number]

Dear [ADD: Summit Glow recipient name] and [ADD: Larkspur recipient name]:

Introduction

We represent Gordon and Felicity Strand, owners of 2287 Quail Bluff Lane, Tamarack Springs, Utah, in connection with the 6.4 kW, 16-panel solar system sold to them by Summit Glow Solar Partners LLC ("Summit") on April 17, 2025, and financed through Larkspur Clean Energy Finance LLC ("Larkspur") [sales_proposal_and_texts.pdf p.1; contract_and_loan_excerpt.pdf p.1] [firm notes]. Our clients want the contract and loan cancelled, the fixture filing released and their payments refunded [firm notes]. This letter sets out why.

The sale

The events below are listed in date order.

- April 17, 2025: Summit's Energy Consultant, Brody Kessler, knocked on the Strands' door at about 6:30 p.m. and stayed until after 9:00 p.m. [sales_proposal_and_texts.pdf p.1]
- April 17, 2025: Mr. Kessler gave the Strands a proposal titled "Your Personal Energy Freedom Plan" [sales_proposal_and_texts.pdf p.1].
- April 17, 2025: According to Mrs. Strand, Mr. Kessler signed the Strands up on his tablet, scrolled through the pages and told them where to tap their initials. The Strands received no paper copies [sales_proposal_and_texts.pdf p.1].
- April 17, 2025: The electronic signature certificate shows the envelope opened at 8:41 p.m. and completed at 8:47 p.m. It covers 14 pages and 31 initials and signatures, all signed from one device. The completed copy was emailed to an address associated with Mr. Kessler, and no email address for the Strands is listed [contract_and_loan_excerpt.pdf p.1].

- April 17, 2025, 9:22 p.m.: Mr. Kessler texted the Strands "Congrats Strand family! Welcome to energy freedom. Your power bill is going to zero." [sales_proposal_and_texts.pdf p.1]
- April 30, 2025: Mr. Kessler texted that installation was booked for May 20 [sales_proposal_and_texts.pdf p.1].
- June 2, 2025: Larkspur's fixture filing was recorded with the Juniper County Recorder as Entry no. 2025-018832 [fixture_filing_and_complaint.pdf p.1].
- June 4, 2025: The system was turned on [utility_bills_and_production.pdf p.1].
- July 1, 2025: The first loan payment came due [contract_and_loan_excerpt.pdf p.1].
- August 12 and 14, 2025: Mr. Strand texted Mr. Kessler that the power bill was still $81 and the loan bill was $162, and that Mr. Kessler had said $89. Mr. Kessler replied that this was "normal at first" and told the Strands to call Larkspur [sales_proposal_and_texts.pdf p.1].
- September 3, 2025: The system's monitoring app logged an inverter fault on string 2 and a service ticket was opened. Its status was "pending" when the report was exported on February 10, 2026 [utility_bills_and_production.pdf p.1].
- January 22, 2026: The Strands' title company found the fixture filing when the Strands applied to refinance their home. The refinance was put on hold because of the filing [fixture_filing_and_complaint.pdf p.1].
- January 26, 2026: Mrs. Strand emailed Summit customer care asking it to cancel the contract and remove the filing [fixture_filing_and_complaint.pdf p.1].
- February 3, 2026: Summit replied that the agreement was signed electronically, the cancellation window had closed, tax credit eligibility is the customer's responsibility, and the Strands should contact Larkspur [fixture_filing_and_complaint.pdf p.1].
- February 6, 2026: Larkspur replied that the fixture filing "is a standard part of your loan and will be released when the loan is paid in full." [fixture_filing_and_complaint.pdf p.1]

What the client was told

Summit's written proposal, dated April 17, 2025, stated the following [sales_proposal_and_texts.pdf p.1]:

- "Your current average power bill: $118.00 per month."
- "Your new power bill: $0.00."
- "Your solar payment: $89.00 per month."
- "Monthly savings starting day one: $29.00."
- "Federal tax credit: 30% of your system cost comes back to you as a check. We apply it to your loan so your payment stays low."
- Estimated annual production: 11,400 kWh.

Mrs. Strand's note of April 18, 2025 records that Mr. Kessler said the offer was a "government program" and that the panels were "basically free." When she asked whether there would be a

lien on the house, he answered, "No lien, nothing on your house, it is just like a phone contract." [sales_proposal_and_texts.pdf p.1]

Mr. Strand told Mr. Kessler that the Strands are both retired, live on retirement benefits and a small pension, and do not owe federal income tax [sales_proposal_and_texts.pdf p.1]. On April 30, 2025, Mr. Kessler texted: "Remember the tax credit check pays down your loan." On August 14, 2025, he wrote that the payment would drop "[o]nce your tax credit check comes in." [sales_proposal_and_texts.pdf p.1] The Strands' accountant has told them they will not receive any such check [fixture_filing_and_complaint.pdf p.1].

What the documents show

The Solar Energy System Purchase Agreement sets a contract price of $48,900.00 and was signed electronically on April 17, 2025 [contract_and_loan_excerpt.pdf p.1]. Larkspur's loan agreement shows the following [contract_and_loan_excerpt.pdf p.1]:

- Amount financed: $48,900.00, at a 2.99% fixed rate, with final payment due June 1, 2050.
- Payments of $162.37 per month from July 1, 2025 through December 1, 2026.
- If the borrower does not prepay $14,670.00 on or before December 1, 2026, the loan re-amortizes and the monthly payment becomes $231.84 beginning January 1, 2027. As calculated, $14,670.00 is 30% of $48,900.00.

The agreement includes a Notice of Cancellation on page 9 that allows cancellation by mailing or delivering a signed and dated copy to Summit no later than midnight of April 22, 2025. Page 11 states that Summit "makes no representation as to Buyer's eligibility for any tax credit." Page 13 states that the buyer "agrees that Lender may file a fixture filing against the Property to secure the loan." [contract_and_loan_excerpt.pdf p.1] The records we have reviewed do not show that the Strands were given a copy of the notice. The signature certificate lists no email address for them [contract_and_loan_excerpt.pdf p.1], and Mrs. Strand reports receiving no paper copies [sales_proposal_and_texts.pdf p.1].

The recorded fixture filing names Larkspur as secured party and the Strands as debtors. Its collateral is "[a]ll solar panels, inverters, racking and related equipment installed at the real property," and it describes the Strands' real property at 2287 Quail Bluff Lane [fixture_filing_and_complaint.pdf p.1].

The proposal's promises compare with the documents as follows:

Item	Promised	Actual	Source
Monthly solar payment	$89.00 per month	$162.37 per month from July 1, 2025 through December 1, 2026; $231.84 from January 1, 2027 unless $14,670.00 is prepaid	sales_proposal_and_texts.pdf p.1; contract_and_loan_excerpt.pdf p.1

Item	Promised	Actual	Source
Electric bill	$0.00	$81.20 (Jul 2025), $86.75 (Aug 2025), $66.40 (Sep 2025), $61.05 (Oct 2025); average $73.85	sales_proposal_and_texts.pdf p.1; utility_bills_and_production.pdf p.1
Monthly savings	$29.00 starting day one	The Strands report electric bill plus loan payment of about $236 per month, against about $124 per month before solar	sales_proposal_and_texts.pdf p.1; utility_bills_and_production.pdf p.1
Production, July 2025 to January 2026	Proposal estimate by month totals 6,050 kWh	Actual production totals 3,510 kWh	utility_bills_and_production.pdf p.1
Federal tax credit	30% of system cost "comes back to you as a check," applied to the loan	Contract disclaims any representation on eligibility; the Strands' accountant says no check will come	sales_proposal_and_texts.pdf p.1; contract_and_loan_excerpt.pdf p.1; fixture_filing_and_complaint.pdf p.1
Lien	"No lien, nothing on your house"	Fixture filing recorded June 2, 2025, Entry no. 2025-018832	sales_proposal_and_texts.pdf p.1; fixture_filing_and_complaint.pdf p.1

The Strands have made the following payments to Larkspur [contract_and_loan_excerpt.pdf p.1]:

Payments	Amount	Source
8 payments of $162.37, July 1, 2025 through February 1, 2026	$1,298.96	contract_and_loan_excerpt.pdf p.1
Payments after February 1, 2026	[ADD: later payments, if any]	[ADD: source]

Total (as read from the bills): $1,298.96 through February 1, 2026

Legal basis

Our clients were induced to sign through statements that the system was "basically free," would eliminate their electric bill, would save them money from the first day, would generate a tax credit check that would hold their payment down, and would leave "no lien" on their home. The documents show a payment well above the quoted amount, a continuing electric bill, production well below the proposal's estimate, no tax credit check, and a recorded fixture filing that has stopped their refinance. These facts support claims for misrepresentation and for deceptive sales practices under Utah consumer protection law [VERIFY: Utah consumer protection law and remedies].

The sale was made at the Strands' home in the evening, and the contract itself contains a notice of cancellation. Summit's position that the cancellation window has closed does not address the way the documents were presented and signed, or whether the Strands ever received the notice. Our clients' position is that any cancellation right remains open or has been preserved [VERIFY: Utah home solicitation cancellation rules and whether the right is still open]. We also ask Larkspur to consider whether federal lending disclosure requirements were met in the financing of this sale [VERIFY: whether federal lending disclosure rules apply]. Larkspur financed the sale that Summit presented to our clients, and its responsibility for the seller's conduct is a further issue [VERIFY: Utah rule on lender responsibility for seller's conduct].

Summit's reliance on the contract's tax credit disclaimer does not cure the written proposal and the text messages, which told the Strands that a tax credit check would pay down their loan. Larkspur's statement that the filing will be released only when the loan is paid in full does not address how that loan was sold. The loan also re-amortizes to a higher payment on January 1, 2027 unless $14,670.00 is prepaid by December 1, 2026, so this matter is time-sensitive for our clients.

Demand

On behalf of Gordon and Felicity Strand, we demand that Summit and Larkspur do the following by [ADD: response deadline]:

- Rescind the Solar Purchase Agreement and the Larkspur loan.
- Release the fixture filing recorded June 2, 2025 as Entry no. 2025-018832 with the Juniper County Recorder, and provide written confirmation of the release.
- Remove the solar system from the property at no cost to the Strands, or provide [ADD: remedy].
- Refund all payments made by the Strands, which total $1,298.96 through February 1, 2026 as read from the loan excerpt [contract_and_loan_excerpt.pdf p.1] plus any later payments [ADD: later payments, if any], or pay [ADD: demand amount].

Please direct all communications about this matter to our office. Our clients reserve all rights, claims and remedies against Summit, Larkspur and any other responsible party, including those not described in this letter.

Sincerely,

Rachel S. Bingham
Bingham Lowry PC