



ADVERSARY INTELLIGENCE DOSSIER

WITH ADVERSARY PLAYBOOKS AND ARMOR-CHINK ANALYSIS

RWE Investco EPC Mgmt, LLC v. Trina Solar Energy Development Pte. Ltd.

Case No. 1:26-cv-06975-AKH · U.S. District Court, Southern District of New York
Hon. Alvin K. Hellerstein · Filed August 14, 2026 · Breach of Guaranty (diversity, 28 U.S.C. §
1332(a)(2))

Prepared by KNOX for RWE Investco EPC Mgmt, LLC (Plaintiff) · August 25, 2026

Deep Analysis · Errs Deliberately on the Side of Over-Analysis

CONFIDENTIAL INTELLIGENCE WORK PRODUCT. This dossier is internal research and strategic analysis compiled entirely from lawful public sources: federal and state dockets, securities filings and issuer press releases, corporate publications, and press. It is not legal advice, and no statement herein should be relied upon in place of advice from licensed New York counsel. Assessments of legal strength are professional-judgment inferences and are labeled with confidence where material.

Table of Contents

I. Executive Summary and Bottom Line	3
II. The Case File: Docket, Posture, and Tempo	5
II.A. Case Identification	5
II.B. Complete Docket to Date	6
II.C. What the Docket Tells Us	7
III. The Prequel: the Deal, the Defaults, and the Three-Front War	9
III.A. The Transaction and Breach Record	9
III.B. What the Record Reveals	11
III.C. The Other Two Fronts	12
IV. Adversary Dossier: the Trina Guarantor and Its World	13
IV.A. Corporate Identity and the Ownership Web	13
IV.B. The Instruments: What the Adversary Signed	14
IV.C. Litigation and Enforcement History	15
IV.D. The Retreat: a Guarantor Whose Affiliate Left the Field	16
V. Chinks in the Armor: Ten Exploitable Weaknesses	17
VI. Client Dossier: RWE	22
VI.A. Entity	22
VI.B. The People	23
VI.C. Why the Profile Changes the Case	23
VI.D. Cross-Exposure: the RWE AG Guarantor Action	23
VII. Adversary Playbooks	24
VII.A. The Trina Playbook	24
VII.B. Counsel Playbook	25
VII.C. The Court Playbook: Judge Alvin K. Hellerstein	26
VII.D. The RWE Offense Playbook: 30 / 60 / 90	27
VIII. Elements-and-Defenses Battle Map (New York Guaranty Law)	29
IX. Endgame Scenarios and Settlement Architecture	32
X. Master Reference Log	34

I. Executive Summary and Bottom Line

On August 14, 2026, RWE opened the third front in its dispute with the Trina Solar ecosystem: a single-count action in the Southern District of New York to enforce the **Supplier Affiliate Guaranty** executed by Trina Solar Energy Development Pte. Ltd., the Singapore affiliate of Chinese solar giant Trina Solar Co., Ltd. The guaranty **absolutely, unconditionally and irrevocably** guarantees full and timely payment of all amounts to be paid under the July 12, 2023 solar module Supply Contract, carries a **liability cap of 40 million dollars** (Guaranty § 15), waives notice and any requirement that RWE first exhaust remedies against the suppliers (§§ 1, 6), and consents to the **exclusive jurisdiction of New York courts** under New York law (§ 10). RWE seeks the unused Production Reservation Fee and pre-payments, amounts pleaded in the tens of millions, following supplier defaults that were noticed twice in the summer of 2025 and never cured.

The structural read: **this is the clean shot in a messy war**. The California Action against the suppliers (Trina Solar (U.S.), Inc. and T1 G1 Dallas Solar Module LLC) is a full-merits fight with counterclaims; the New York state Guarantor Action is the suppliers' mirror attack on RWE AG's purchaser guaranty. This SDNY case, by contrast, is a one-instrument, one-claim enforcement of a payment guaranty whose signer pre-waived the classic guarantor defenses under a body of New York law, culminating in **Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. v. Navarro**, 25 N.Y.3d 485 (2015), that treats absolute and unconditional guaranties as close to summary instruments. The adversary's best weapons here are not defenses; they are **delay** (Hague service on a Singapore entity, a stay motion pointing at California) and **scope** (arguing the guaranty covers invoice payments, not refunds and damages).

The adversary itself is in structural retreat from the United States. Trina sold the very Wilmer, Texas plant at the heart of the Supply Contract to FREYR Battery (now **T1 Energy**) on December 24, 2024, one week after the plant's opening, for \$100 million cash plus notes and an equity stake that left Trina holding up to 21.4% of T1; the assignment fractured the supplier side into two entities with diverging incentives, one of which (G1) now belongs to a NYSE-listed American company while the guarantor answers for both. Around the same ecosystem, Trina's parent has absorbed a U.S. Commerce circumvention ruling (August 2023), documented forced-labor exposure findings (2023), the partial collapse of its own TOPCon patent enforcement campaign (April 2026), and addition to the Department of Defense list of Chinese military-linked companies (June

2026). None of that decides a contract case; all of it shapes the adversary's appetite for discovery, publicity, and a New York courtroom.

The industry backdrop explains why this dispute exists at all. Global module prices collapsed through 2024–2025 under Chinese overcapacity, turning fixed-priced and cost-plus supply commitments struck in the 2023 boom into liabilities for manufacturers; at the same time, American trade policy (the 2023 circumvention ruling, UFLPA enforcement, and the domestic-content economics of the IRA) made Chinese-owned U.S. factories simultaneously valuable and radioactive. The Wilmer plant's sale to an American buyer one week after opening, with the supply obligations assigned but the guaranty left behind, is the transaction-level residue of those forces. RWE's Reservation Fee and pre-payments funded a factory whose ownership, incentives, and output all changed underneath the contract; the guaranty exists for exactly this scenario, and enforcing it now is not aggression but the bargain operating as designed.

The tribunal amplifies RWE's structural advantage. The case drew **Judge Alvin K. Hellerstein**, 92, a Clinton appointee on senior status since 2011 with a five-decade reputation for velocity and impatience with gamesmanship, and no jury was demanded by either side to date. A single-claim guaranty case before a fast senior judge is the procedural posture RWE would have designed from scratch.

KNOX bottom line: The guaranty's own text has already fought most of this case: unconditional, capped at \$40 million, New York forum by consent, notice and exhaustion waived. The adversary's realistic play is tempo, not merits: slow service through Singapore, a stay motion pointing at the California Action, and a scope argument that the guaranty covers ordinary invoices rather than the Reservation Fee refund and damages. RWE's counter is equally structural: perfect service fast, brief the guaranty's independence under Navarro, and put the two documentary defaults (the missing Second Surety Bond and the missed May 30, 2025 audit report, absences that cannot be disputed) at the front of every filing, with TI's own May 15, 2025 earnings release, which names the RWE offtake in public print, as the confidentiality exhibit. The rational endgame is a global resolution of all three actions priced off this one, because this is the action the Trina side cannot win slowly. Everything in this dossier serves the race between RWE's service and their stay motion.

II. The Case File: Docket, Posture, and Tempo

II.A. Case Identification

Field	Value
Caption	RWE Investco EPC Mgmt, LLC v. Trina Solar Energy Development Pte. Ltd.
Case number	1:26-cv-06975-AKH (S.D.N.Y.)
Court	U.S. District Court, Southern District of New York (Manhattan)
District judge	Hon. Alvin K. Hellerstein (senior status since January 30, 2011)
Magistrate judge	Hon. Gary Stein (designated for referrals)
Filed	August 14, 2026
Claim	One count: breach of contract (the Supplier Affiliate Guaranty), New York law
Jurisdiction	Diversity, 28 U.S.C. § 1332(a)(2): Delaware/Illinois plaintiff against a Singapore company; consent to New York jurisdiction and venue in Guaranty § 10
Jury demand	None by plaintiff. Bench posture before a master of the bench trial (INFERENCE as to strategy; the absence is DOCUMENTED)
Amount in issue	Unused Production Reservation Fee plus pre- and post-delivery payments, pleaded in the tens of millions; guarantor liability capped at \$40 million (Guaranty § 15)
Plaintiff counsel	Gibson, Dunn & Crutcher LLP: Christopher D. Belelieu (New York); John T. "Trey" Cox III, Ashley E. Johnson, Thomas A.

Field	Value
	Manakides (Dallas, pro hac forthcoming)
Defense counsel	None on file yet. No appearance for the Trina Guarantor as of the August 25 pull
Controlling tempo	Service on the Singapore entity (Hague Convention or any contractual service mechanism), then the response clock; the race is service versus their stay motion
Relief sought	Damages (unused Reservation Fee, pre- and post-delivery payments), maximum-rate interest, attorneys' fees and costs as permitted by law or contract

II.B. Complete Docket to Date

Date	Doc	Event
08/14/2026	1	Complaint (15 pages, one count), filed by Belelieu. No exhibits attached: the Supply Contract and Guaranty are quoted, not appended (confidentiality-consistent, and itself a signal)
08/14/2026	2	Civil cover sheet
08/14/2026	3-4	Rule 7.1 statement (deficient), then amended: identifies affiliate RWE Investco Mgmt, LLC
08/14/2026	5	Request for summons issuance; rejected 08/17 for a PDF caption defect
08/17/2026	-	Case assigned to Judge Hellerstein; Magistrate Judge Stein designated; ECF designation; county code corrected to out-of-state

Date	Doc	Event
08/17-21/2026	6-8	Corrected summons practice (unnumbered clerk entries; re-filed summons in process)

II.C. What the Docket Tells Us

- **RWE filed lean and quoted, rather than attached, the instruments.** A 15-page single-count complaint that quotes the guaranty's operative sections but appends no exhibits keeps the confidential contract off the public docket and keeps the story simple: one promise, one failure to pay. The discipline of the pleading mirrors the discipline of the instrument.
- **Gibson Dunn staffed it as a trial matter from day one.** A New York partner on the signature block with three Dallas litigators coming pro hac, including trial counsel, for a single-claim guaranty case, signals that RWE priced this case to be won at judgment, not just filed for leverage. The adversary will read the same signal.
- **The early docket friction is clerical, not substantive.** A deficient 7.1 statement and a rejected summons PDF cost three days and nothing else. The corrected 7.1 usefully names the affiliate chain (RWE Investco Mgmt, LLC) for the diversity record.
- **Service is the whole tempo game.** The defendant is a Singapore company. Absent a contractual agent-for-service clause (the guaranty's service terms are not public: identified gap), Hague service through Singapore's Central Authority typically runs weeks to months. Every week of service delay is a week the suppliers' California counterclaims mature and a stay narrative builds.
- **No jury demand yet, from either direction.** RWE did not demand one, and the defense may waive too: guarantor scope questions are instrument-construction issues a bench resolves faster. Before this bench, speed favors the enforcing party.

III. The Prequel: the Deal, the Defaults, and the Three-Front War

The SDNY action is the newest front of a dispute that began as the anchor supply partnership for a new American solar factory. Every date below is drawn from the complaint's allegations or from the public record of the transaction's participants; the two sources interlock.

III.A. The Transaction and Breach Record

Date	Event
July 12, 2023	Supply Contract executed (RWE and Trina US): five-year term, quarterly module tranches from a to-be-built Wilmer, Texas facility; same day, the Supplier Affiliate Guaranty executed by the Trina Guarantor for RWE's benefit (Compl. ¶¶ 4, 16, 29)
Sept. 2023	RWE pays the full Production Reservation Fee , tens of millions, for production slots two years out (¶¶ 5, 18, 38)
July 24, 2024	First Amendment : Trina US assigns the majority of its rights and duties to Trina Manufacturing (later G1); amended § 3.2 refund rights; First Guaranty Amendment extends the guaranty to BOTH suppliers' obligations (¶¶ 20, 30)
Dec. 24, 2024	Trina sells the Wilmer plant and its U.S. manufacturing to FREYR Battery (now T1 Energy): \$100M cash, \$150M note, \$80M convertible, up to 21.4% equity, \$235M debt assumed; one week after the plant's opening (T1/FREYR release; Electrek; Utility Dive)
Mar. 7, 2025	Second Amendment to the Supply Contract (RWE and Trina Manufacturing) (¶ 4 n.1)
Mar. 8, 2025	Facility Commissioning Date (¶ 51): starts the six-month Event-of-Default window that triggers Reservation Fee return rights

Date	Event
Apr.–May 2025	RWE makes first and second pre-payments in four installments, tens of millions (¶¶ 5, 39); the required Second Surety Bond securing them is never provided (¶ 40(a))
May 15, 2025	Public disclosure breach: G1's parent T1 Energy issues its Q1 2025 results naming the "RWE offtake contract" in print (T1 Energy release, May 15, 2025; Compl. ¶ 40(d) pleads unauthorized disclosure "on or around May 15, 2025")
May 30, 2025	Q1 2025 audit report deadline passes unmet ; no quarterly audit report is ever delivered (¶ 40(b))
June 18, 2025	RWE's first formal notice of material breach (audits, module specifications, confidentiality); no cure within the period (¶ 41)
July 7, 2025	RWE's second formal notice , adding the Second Surety Bond failure; no cure (¶ 42)
July 24, 2025	Partial accommodation: pre-payments allocated to certain modules RWE agrees to take, under a reservation of rights; remaining issues unresolved (¶ 43)
Dec. 19, 2025	RWE terminates the Supply Contract and sues the suppliers: RWE Investco EPC Mgmt, LLC v. Trina Solar (U.S.), Inc., No. CGC-26-632187 (Cal. Super. Ct.) (¶ 9)
2026	G1 countersues in California and sues RWE AG on the purchaser guaranty: T1 G1 Dallas Solar Module LLC v. RWE Aktiengesellschaft, Index No. 651428/2026 (Sup. Ct. N.Y. Cnty.) (¶ 9)
Aug. 14, 2026	This action: RWE sues the Trina Guarantor in the S.D.N.Y. on the Supplier Guaranty (¶ 10)

III.B. What the Record Reveals

- **Two of the four pleaded defaults are absences, and absences are unanswerable.** A surety bond that was never posted and an audit report that was never delivered are not disputes about quality or interpretation; they are documentary voids. The adversary cannot depose its way out of a bond that does not exist. RWE's case should lead with these two everywhere.
- **The confidentiality breach proved itself in the adversary's own press release.** The complaint pleads unauthorized disclosure on or around May 15, 2025; T1 Energy's Q1 2025 results, dated May 15, 2025, name the RWE offtake contract in public print. The exhibit wrote itself, and it sits on the disclosing party's own investor-relations site.
- **The assignment fractured the supplier side; the guaranty did not fracture with it.** Trina US assigned most of the contract to what became a T1 Energy subsidiary, but the First Guaranty Amendment expressly extended the Trina Guarantor's coverage to both suppliers and confirmed the guaranty in full force (§ 30). The adversary now answers for the conduct of an entity its family no longer controls: a structural wound entirely of its own making.
- **RWE escalated by the book.** Two formal notices, cure periods honored, a partial accommodation under a reservation of rights, then termination and suit. Eighteen months of documented patience reads well before any tribunal and forecloses the ambush narrative.
- **The six-month default window was pleaded with a date for a reason.** The Facility Commissioning Date of March 8, 2025 makes the summer 2025 defaults land inside the § 3.2 window that triggers Reservation Fee return. Expect the fight to concentrate on window mechanics and on what "unused portion" means; the arithmetic of the July 24, 2025 allocation will matter.
- **The suppliers kept the money and sued the payer's parent.** As of the complaint, no portion of the Reservation Fee has been applied or returned (§ 50), the pre-payments sit largely unconsumed, and the Trina side's affirmative response was to sue RWE AG on the mirror guaranty. A counterparty holding tens of millions of the claimant's cash while litigating for more is a posture every tribunal recognizes, and it should be named, factually and without adjectives, in the opening paragraph of every substantive filing.

III.C. The Other Two Fronts

The California Action (CGC-26-632187) is the full-merits war: RWE's termination and damages claims against both suppliers, met by GI's counterclaims. It is where specification disputes, cure narratives, and the July 2025 allocation will be litigated in

depth. Its existence is the adversary's best stay argument here, and its slowness is exactly why RWE opened this front. **The Guarantor Action** (Index No. 651428/2026, N.Y. County) is the mirror image: GI suing RWE AG on the purchaser guaranty for amounts it claims are owed under the same Supply Contract. Its central significance for this case is doctrinal symmetry: every argument the Trina side makes for a broad, independent, promptly-enforceable purchaser guaranty in state court is an argument RWE will quote back to it in federal court, and vice versa. The two guaranty actions should be tracked as one chessboard (identified gap: the state-court pleadings should be pulled and diffed against this complaint's positions immediately).

IV. Adversary Dossier: the Trina Guarantor and Its World

IV.A. Corporate Identity and the Ownership Web

The defendant, **Trina Solar Energy Development Pte. Ltd.**, is a Singapore limited company (Compl. ¶ 12) that serves as an overseas platform of **Trina Solar Co., Ltd.**, the Changzhou-based photovoltaic manufacturer founded in 1997 by **Gao Jifan**. The parent is one of the largest module makers on earth: NYSE-listed from 2006 until its 2017 going-private, relisted on Shanghai's STAR Market in June 2020 (688599). The guarantor entity is the family's contracting face for international ventures; it signed the Supplier Guaranty and, per the transaction press, the Trina side retained notes and an equity position of up to 21.4% in T1 Energy after the Wilmer sale. **Which Trina entity holds the T1 shares and notes is the collection question of this case** (identified gap: if the Singapore guarantor holds them, RWE has a U.S.-listed asset pool to enforce against; corporate filings will say).

The parent's 2024–2026 arc matters to appetite. Chinese module makers endured a brutal price-collapse cycle with industry-wide losses; Trina's own results missed expectations in 2024. Its U.S. posture has been a managed retreat: the Commerce Department found it among companies circumventing tariffs (August 2023), academic forced-labor exposure findings attached to its supply chain (2023), it sold its week-old Texas flagship (December 2024), and in June 2026 it was added to the U.S. Department of Defense list of Chinese military-linked companies. A guarantor with that regulatory posture has every institutional reason to avoid prolonged, discovery-heavy litigation in a Manhattan courtroom, and every reason to fear what its own documents about the Wilmer exit would show.

One more structural fact deserves its own paragraph: **the choice of a Singapore guarantor was itself a risk decision RWE priced correctly in 2023**. Cross-border module deals of this era commonly interposed Singapore intermediaries between Chinese parents and Western counterparties, for tax, sanctions-insulation, and enforcement-friction reasons. RWE's negotiators answered that structure with the three clauses that now decide this case: New York law and exclusive forum (§ 10), the no-exhaustion waiver (§ 1), and the cap (§ 15) that made the exposure insurable-sized. The dossier's collection analysis (Chink 7) is the final piece of that same 2023 architecture: the question was never whether a Singapore entity could be sued, but what it would hold when judgment came, and the Wilmer sale may have answered that question in RWE's favor by paying the Trina side in U.S.-listed paper.

IV.B. The Instruments: What the Adversary Signed

Instrument	Date	Operative terms for this case
Supply Contract (RWE and Trina US)	July 12, 2023	Five-year module supply; Production Reservation Fee; pre-/post-delivery payments on a cost-plus, true-up structure; § 3.2 refund rights; § 6.7 surety bonds; Schedule A quarterly audit duty; § 12.2 events of default and direct damages; § 15.4 confidentiality
Supplier Affiliate Guaranty (Trina Guarantor to RWE)	July 12, 2023	§ 1: absolute, unconditional, irrevocable guarantee of “full and timely payment when due of all amounts to be paid under the Contract”; no conditions precedent; no exhaustion required. § 2: covenant to cause payment on supplier failure. § 6: notice waived. § 10: New York law, exclusive New York jurisdiction, venue objections waived. § 15: liability cap of \$40 million
First Amendment + First Guaranty Amendment	July 24, 2024	Assignment of most supplier rights/duties to (what became) G1; amended § 3.2 refund mechanics; guaranty expressly extended to both suppliers and confirmed unchanged and in full force
Second Amendment	Mar. 7, 2025	RWE and Trina Manufacturing (G1 predecessor); terms non-public (gap)
Purchaser Guaranty (RWE AG to Trina US)	2023	The mirror instrument, now sued upon by G1 in N.Y. County; its construction battles will echo here

The honest read of the arsenal: **the adversary's signature is RWE's best evidence.** Every clause a guarantor ordinarily litigates (notice, conditions, exhaustion, forum) was signed away in 2023 and reaffirmed in 2024. What the instruments leave open, and where the real fight lives, is **scope**: whether “all amounts to be paid under the Contract” reaches the return of the Reservation Fee and direct damages after termination, or only ordinary-

course invoices. The complaint anticipates the fight by pleading the refund and damages as amounts due under §§ 3.2 and 12.2 of the very Contract the guaranty incorporates.

IV.C. Litigation and Enforcement History

The Trina family's U.S. litigation record shows a party that is **aggressive as a plaintiff and brittle in follow-through**. In October 2024 it launched a TOPCon patent-enforcement campaign against Canadian Solar and Runergy in federal court and at the ITC; by January 2025 it had withdrawn its ITC Section 337 complaint, and in April 2026 the USPTO's Patent Trial and Appeal Board held material claims of its asserted TOPCon patents unpatentable (PV Tech; pv magazine; Solar Power World). The pattern rhymes with the posture here: bold opening moves, then retreat when the fight requires sustained exposure of its own technology, records, and supply chain to U.S. process.

As a defendant and regulatory respondent, the record is heavier: the August 2023 Commerce circumvention determination, UFLPA-era import scrutiny attached to Xinjiang-exposed supply chains, and the June 2026 DoD listing. None is admissible merits evidence in a guaranty case, and RWE should never suggest otherwise; their relevance is behavioral. **This adversary settles wars it cannot win quietly**, and no war is quieter to lose than one where the operative document says "unconditional."

IV.D. The Retreat: a Guarantor Whose Affiliate Left the Field

The December 24, 2024 sale of the Wilmer plant, one week after its opening and amid Washington scrutiny of Chinese IRA beneficiaries (Electrek), is the event that defines the adversary's position in this case. Trina monetized the facility, kept paper (notes, the convertible, up to 21.4% of TI), and handed operations to an American public company, while its Singapore arm **remained fully bound as guarantor of the assigned obligations** under the First Guaranty Amendment it had signed five months earlier. The guarantor now stands behind performance it cannot direct, delivered by a facility its family sold, for a counterparty (RWE) whose payments it kept. In settlement terms, that is isolation; in litigation terms, expect the guarantor to blame GI and TI for the defaults, and expect indemnity and contribution fights inside the Trina/TI relationship that RWE can observe from the outside and price into every negotiation.

V. Chinks in the Armor: Ten Exploitable Weaknesses

This section is the promised over-analysis, run through the ten generalized lanes of the protocol for a contract-and-guaranty matter. Each chink states the weakness, the evidence, and the **use**. Authorities are real and verified against the public reporters; assessments are professional-judgment inferences argued deliberately from the plaintiff's perspective.

Chink 1. The instrument's own text forecloses the classic defenses

Under New York law, a guaranty that is "absolute and unconditional" bars the guarantor from raising most defenses to payment, including many that would be available to the principal obligor. The New York Court of Appeals enforced exactly such an instrument on summary disposition in **Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. v. Navarro**, 25 N.Y.3d 485 (2015), holding broad waiver language effective against a guarantor's conditions-based defenses. This guaranty goes further than most: no conditions precedent (§ 1), no exhaustion of remedies against the suppliers or any other guarantor (§ 1), payment-causing covenant (§ 2), notice waived (§ 6). The adversary signed the case away in 2023 and re-signed it in 2024.

Use: Structure the case for early disposition: answer or default, then a prompt summary-judgment motion built on the instrument, Navarro, and the two documentary defaults. Every brief opens with the words absolute, unconditional, and irrevocable, quoted, not paraphrased.

Chink 2. The forum fight is already lost, by their own signature

Guaranty § 10 consents to the **exclusive jurisdiction of the federal and state courts of New York** and waives every venue and forum non conveniens objection. That forecloses a 12(b)(2) motion, a transfer motion, and the natural instinct to drag this into the California Action. What survives is a discretionary stay request (first-filed or Colorado River flavors), and it is weak: the California defendants are different parties, the guaranty claim is independent by design, and a stay would nullify the exhaustion waiver the guarantor granted.

Use: Pre-brief the stay fight in the complaint's own vocabulary: independence, no exhaustion, no conditions. When the stay motion comes, characterize it as an attempt to re-write § 1 eighteen months into the war, and quote the guarantor's own affiliate arguing guaranty independence against RWE AG across the street.

Chink 3. Two of the four defaults are documentary absences

The Second Surety Bond was contractually required **for and prior to** the pre-payments it secured (§ 6.7; Compl. ¶ 23) and was never provided. The Q1 2025 audit report was due within 45 days of quarter-end, May 30, 2025, and was never delivered, nor was any later quarter's (¶ 40(b)). Neither default has a factual counter-narrative: there is no bond and no report to argue about. In a guaranty case, where the merits inquiry is narrow, absences of this kind are the entire evidentiary burden.

Use: Lead the statement of undisputed facts with the bond and the audit. Force the adversary's opposition to spend its pages on the two defaults it cannot contest, and let the specification and confidentiality claims ride behind them.

Chink 4. The confidentiality breach is self-proven, in their family's own press

The complaint pleads unauthorized public disclosure of RWE's identity and commercial terms "at least on or around May 15, 2025" (¶ 40(d)). TI Energy's Q1 2025 results, released **May 15, 2025**, state that "deliveries under the RWE offtake contract have commenced," and TI's transaction materials had already advertised offtake coverage of the plant's volumes. The disclosing entity is G1's parent; the Supply Contract's § 15.4 bound the suppliers. A breach whose proof is the breacher's own investor relations page is as clean as evidence gets, and it also quietly proves damages texture: RWE's procurement identity was traded as marketing collateral for a securities audience.

Use: Screenshot, archive, and certify the May 15, 2025 release and its successors now, before any quiet revision. Use it twice: as the § 15.4 breach exhibit, and as the reason RWE's confidential-treatment requests in this litigation deserve respect.

Chink 5. The scope defense proves too much

The adversary's best merits argument is that "all amounts to be paid under the Contract" means invoices for delivered modules, not the Reservation Fee refund or § 12.2 damages. The argument has three problems. First, the refund and damages ARE amounts the Contract itself, in §§ 3.2 and 12.2, obligates the suppliers to pay upon uncured default: the guaranty incorporates the Contract wholesale. Second, the guaranty's \$40 million cap (§ 15) is senseless for ordinary invoices on a cost-plus schedule; a cap that size exists because the parties priced default-driven exposure, i.e., the Reservation Fee and pre-payments. Third, their own affiliate's Guarantor Action against RWE AG will, on information and belief, plead the mirror-image broad reading of the purchaser guaranty (INFERENCE;

pull the state pleadings to confirm). A construction that narrows one guaranty narrows both.

Use: Brief the cap as construction evidence, and put the two guaranty actions side by side in a single exhibit the first time the scope argument appears. Symmetry is leverage: force the Trina side to choose one theory of what these guaranties mean.

Chink 6. The guarantor answers for entities it no longer controls

Since December 24, 2024, G1 has belonged to T1 Energy, a NYSE-listed American company, while the Trina Guarantor remains bound for G1's payment obligations under the amendment it signed. The guarantor cannot cure, cannot produce G1's records voluntarily, and cannot direct the conduct that generates its own liability. Its natural response, blaming the suppliers, is not a defense: §§ 1 and 2 make supplier failure the trigger of its duty, not an excuse from it. Meanwhile any indemnity claims it holds against T1/G1 run through the very transaction documents of the Wilmer sale, a fight it wants even less than this one.

Use: In discovery, aim at the seam: the Wilmer sale agreements, the allocation of Supply Contract liabilities, and any T1/Trina indemnity correspondence about RWE. Every document there either funds settlement or forfeits the finger-pointing defense.

Chink 7. Their collection surface sits in New York's reach

A judgment against a Singapore company is only as good as its assets. Here the transaction press says the Trina side holds T1 Energy paper: notes, a convertible, and equity of up to 21.4% in a NYSE-listed issuer. If the holder is the Guarantor itself, RWE's post-judgment path runs through instruments and shares within U.S. process; if a different Trina entity holds them, the enforcement analysis changes (identified gap, closable through T1's SEC filings, Schedule 13D/G and proxy ownership tables, before the first conference).

Use: Task the ownership trace now and let the answer shape everything: a guarantor with attachable U.S. assets settles differently from one hiding behind the Pacific. If the Guarantor holds the T1 stake, mention it, once, in the first settlement call.

Chink 8. Behavioral precedent: bold openings, brittle follow-through

The TOPCon campaign is the adversary family's most recent U.S. litigation at scale: filed loudly in October 2024 against Canadian Solar and Runergy, ITC complaint withdrawn by January 2025, asserted patent claims held unpatentable in material part by the PTAB in April 2026. The same family litigated U.S. trade remedies for a decade with a similar

rhythm: contest, absorb, adjust, move production. The read for this case: expect vigorous early motion practice and expect it to fade as discovery approaches the Wilmer exit, the audit failure, and the intra-family indemnities.

Use: Calibrate settlement timing to their motion calendar: the realistic windows are right after the stay motion fails and right after the scope argument survives or dies at summary judgment. Price each window in advance so RWE is never negotiating on their tempo.

Chink 9. The economics of resistance are upside down

The claim is capped at \$40 million, the defaults are documentary, and the defense will run seven figures through summary judgment on top of the two other fronts the Trina side is already funding. Meanwhile the regulatory backdrop (the June 2026 DoD listing above all) raises the cost of every additional month this caption spends in the news and in front of U.S. counterparties Trina still sells to. For a guarantor whose parent is managing a strategic retreat from the U.S. market, paying inside the cap to close the American file is rational; litigating three fronts to defend an unconditional promise is not.

The regulatory line items deserve enumeration because each one narrows the adversary's room. The August 2023 Commerce circumvention determination shapes its import economics; UFLPA enforcement makes every supply-chain document produced in discovery a potential regulatory exhibit somewhere else; the June 2026 DoD 1260H-list designation, whatever its direct legal consequence, marks the parent in front of every U.S. utility, lender, and state regulator its remaining American business touches. None of this is a merits argument and RWE must never argue it as one; it is a settlement-pressure map. A party in that position does not want sworn testimony about why its week-old flagship was sold, who authorized naming its anchor customer in a securities release, or how its guarantee obligations were considered in the exit. Discovery in this small case reaches all three.

Use: Build the resolution frame around totality: one number, three dismissals, mutual releases. Let the adversary's own multi-front burn rate argue for it.

Chink 10. The bench they drew rewards exactly what RWE filed

Judge Hellerstein, 92, Columbia Law, appointed 1998, senior since 2011, is one of the S.D.N.Y.'s legendary case movers: the judge who ran the 9/11 victims' litigation, Archegos, and a docket of front-page matters with famous impatience for delay and overcomplication. A single-count guaranty enforcement with two documentary defaults is the case his courtroom was built to resolve quickly. The adversary's tempo strategy

collides with a judge whose signature trait is denying tempo strategies, and the designated magistrate, Judge Gary Stein, runs referrals briskly. (Documented biography; judicial-temperament read is INFERENCE from public record and reputation.)

Use: Write every filing for speed: short, instrument-first, absences-first. Request the earliest practicable conference after service, propose a summary-judgment schedule at it, and let the court's own velocity become RWE's ally.

VI. Client Dossier: RWE

VI.A. Entity

Field	Value
Named plaintiff	RWE Investco EPC Mgmt, LLC, a Delaware LLC with principal place of business in Chicago, Illinois (Compl. ¶ 11)
Disclosed affiliate	RWE Investco Mgmt, LLC (Amended Rule 7.1 statement, Doc. 4)
Ultimate parent	RWE Aktiengesellschaft (Essen, Germany), the 125-year-old energy group, among the world's largest renewables operators
U.S. platform	RWE Clean Energy: more than 11 GW developed and constructed in the U.S. since 2007; Austin, Texas headquarters with major Chicago presence (americas.rwe.com)
Role in the deal	Anchor offtaker for the Wilmer plant: Reservation Fee plus pre-payments in the tens of millions, guaranteed by RWE AG on the purchaser side
Exposure	Plaintiff here; its parent RWE AG is DEFENDANT in the N.Y. County Guarantor Action on the mirror instrument

VI.B. The People

The Gibson Dunn team. Christopher D. Belelieu (New York) signed the complaint; John T. “Trey” Cox III, Ashley E. Johnson, and Thomas A. Manakides (Dallas) come pro hac vice. The Dallas contingent’s presence on a Manhattan guaranty case says the team was built for continuity with a Texas-centered dispute (the plant, the deliveries, the California and Texas-facing facts) and for trial credibility if the case runs. Coordination discipline across this team and RWE AG’s defense counsel in the state action is itself a case asset (counsel identities in the state actions: identified gap, one docket pull away).

The percipient record-holders inside RWE. The procurement and project-finance owners of the Supply Contract relationship, the officers who executed the 2023–2025 instruments, and the recipients of the suppliers' 2025 correspondence hold the proof of payment, notice, and non-cure. They should be identified, interviewed under privilege, and placed under a coordinated hold that spans all three actions (names not public; internal task, not a gap in the adversary record).

VI.C. Why the Profile Changes the Case

RWE is not a jilted startup; it is one of the largest renewables operators in the world enforcing a payment instrument against a retreating counterparty. That profile buys three things: **credibility on the papers** (a disciplined notice-and-cure record already made), **staying power** (no resource asymmetry for the adversary to exploit), and **optionality** (RWE can rationally take this case to judgment, which is precisely what makes settlement achievable). The one edge to manage is the mirror suit against RWE AG: every position taken here must be stress-tested against its reflection there, which Section VI.D and the battle-map symmetry notes address.

VI.D. Cross-Exposure: the RWE AG Guarantor Action

GI's New York state action against RWE AG (Index No. 651428/2026) seeks to enforce the purchaser-side guaranty of RWE's payment obligations. The instruments are mirrors, but the postures are not: RWE terminated for uncured supplier defaults and stopped paying; the suppliers kept RWE's money while failing bond, audit, specification, and confidentiality obligations. The doctrine RWE advances here (guaranty independence, waiver enforcement) is doctrine RWE AG can live with there, because RWE AG's defenses are not conditions-of-the-guaranty defenses; they are that **no amounts are due** from RWE under a contract the suppliers defaulted first (INFERENCE as to the state pleadings; pull and verify). The coordination rule: no filing in either action issues without a symmetry check against the other. Assign one lawyer to own that check.

VII. Adversary Playbooks

VII.A. The Trina Playbook: How They Will Fight, and the Counter for Each Move

Their move	Why they make it	The counter
Slow-walk Hague service from Singapore	Every month of delay matures the California counterclaims and the stay narrative	Perfect service immediately; investigate any contractual service-of-process clause; move for alternative service under Rule 4(f)(3) at the first sign of evasion
Move to stay in favor of the California Action	One forum is slower and fuller of counterclaims	Independence by design: § 1's no-exhaustion, no-conditions text; different parties; Navarro; their affiliate's own broad-guaranty arguments across the street
Argue scope: the guaranty covers invoices, not refunds/damages	It is the only merits lever the text leaves	§§ 3.2/12.2 make the refund and damages amounts payable under the Contract; the \$40M cap proves default-sized intent; symmetry with their purchaser-guaranty theory
Blame G1 and T1 for every default	Deflects fault to entities outside the family	Supplier failure is the guaranty's trigger, not its excuse (§§ 1-2); the finger-pointing opens Wilmer-sale discovery they do not want
Setoff and damages-inflation via the suppliers' counterclaims	Reduce the net number without defending the guaranty	Counterclaims belong to the suppliers in California, not the guarantor here; the guaranty contains no setoff right (verify

Their move	Why they make it	The counter
		final text: gap); keep this case one instrument wide
Quiet-settle late, after motion practice fails	The pattern of their U.S. campaigns	Have the global term sheet priced and ready before their stay motion is decided; the windows are predictable (Chink 8)

VII.B. Counsel Playbook

For RWE: Gibson, Dunn & Crutcher LLP. Belelieu in New York with Cox, Johnson, and Manakides from Dallas: a first-chair-heavy build for a case that could end on motion but is staffed to try. The configuration also signals fee seriousness to the other side, which matters in a capped-exposure case where the adversary's rational settlement number rises with every month of defense burn.

For the Trina Guarantor: unknown, and worth watching. No appearance has been entered. Which firm shows up will itself be intelligence: a white-shoe New York defense signals a negotiated endgame; a scorched-earth litigation boutique signals the tempo war. The Trina family's U.S. patent campaign counsel and its trade-remedies counsel are known quantities in their spaces; whether either appears here will reveal how the guarantor classifies this fight (identified gap until appearance).

VII.C. The Court Playbook: Judge Alvin K. Hellerstein

Trait (documented)	Practice rule for RWE
Born 1933; Columbia Law; clerked in the S.D.N.Y.; appointed by President Clinton 1998; senior status January 30, 2011	A five-decade Manhattan lawyer-judge: argue instruments and law, never atmosphere
Managed the consolidated 9/11 litigation; presided over Archegos (Hwang), Javice,	The court is unimpressed by case size and intolerant of drift; keep every submission

Trait (documented)	Practice rule for RWE
and other front-page matters into 2026	short and decisive
Reputation for velocity, active case management, and pushing cases to resolution	Ask for the early conference and the fast schedule; the request itself aligns RWE with the court's temperament
Senior-status docket with full caseload by choice	A judge who chooses this work rewards parties who make cases decidable; make this one decidable in two motions
Magistrate Judge Gary Stein designated for referrals	Expect discovery disputes to move quickly; front-load document requests so the referral calendar works for RWE

A temperament note that shapes drafting. Judge Hellerstein's public record, from the 9/11 master calendar to Archegos, shows a judge who reads the papers himself, interrupts argument to get to the dispositive point, and openly disciplines parties who mistake volume for advocacy. The winning register in his courtroom is the one this dossier's underlying case naturally speaks: a two-page letter that says the guarantor promised unconditionally, the bond does not exist, the audit does not exist, and here is the arithmetic. Every submission should be drafted as if it will be read aloud, impatiently, by its intended audience (INFERENCE from documented reputation; the practice rule holds regardless).

VII.D. The RWE Offense Playbook: 30 / 60 / 90

Days 0–15: Perfect the Machine

- **Serve, by the fastest lawful route.** Confirm whether the Guaranty or Supply Contract designates a U.S. agent or alternative service method (gap); otherwise initiate Hague service on Singapore immediately and prepare the Rule 4(f)(3) alternative-service motion in parallel.
- **Pull and diff the other two dockets.** Full pleadings from CGC-26-632187 and Index 651428/2026; build the symmetry matrix of every guaranty-construction position taken by any Trina-side entity.

- **Certify the public-disclosure record.** Archive TI's May 15, 2025 release, the transaction announcements, and every investor page naming RWE, with hash-stamped captures.
- **Trace the TI paper.** SEC filings, 13D/G, and proxy tables to identify which Trina entity holds the TI equity, notes, and convertible (the collection map).
- **Coordinate the holds.** One litigation-hold architecture across the three actions; one symmetry owner on the team (VI.D).

Days 16–45: Frame the Fight

- **Early conference, fast schedule.** At the first conference after appearance, propose a short schedule to summary judgment on the instrument; volunteer narrow discovery.
- **Kill the stay before it is filed.** A pre-motion letter (per individual practices) or early brief section establishing independence, no-exhaustion, and Navarro, so the stay motion arrives pre-answered.
- **Serve the seam discovery.** Wilmer sale agreements, liability-allocation schedules, Trina/TI indemnity correspondence regarding RWE, and the guarantor's knowledge of the 2025 notices.
- **Prepare the damages proof pack.** Wire confirmations for the Reservation Fee and each pre-payment installment, the July 24, 2025 allocation arithmetic, and the unused-portion calculation, audit-ready.

Days 46–90: Resolve or Take Judgment

- **File for summary judgment on the schedule set.** Instrument, Navarro, the bond absence, the audit absence; scope argument answered by §§ 3.2/12.2 and the cap.
- **Open the global-resolution window.** After the stay dies or the SJ briefing closes: one number, three dismissals, mutual releases, confidentiality going forward (Section IX).
- **Position the judgment for collection.** If no resolution: registration strategy, restraining notices aimed at the identified TI paper, and Singapore enforcement counsel briefed in advance.
- **Guard the mirror.** Every brief passes the RWE AG symmetry check before filing, without exception.

VIII. Elements-and-Defenses Battle Map (New York Guaranty Law)

Under New York law, a creditor enforcing a guaranty proves the guaranty, the underlying obligation, and the guarantor's failure to pay; an absolute and unconditional guaranty then forecloses most defenses (Navarro, 25 N.Y.3d 485). The map argues both sides at full strength: the honest version, not the advocate's.

Two framing principles govern before the rows begin. First, New York construes unambiguous commercial instruments by their text, within their four corners, without extrinsic evidence; the scope battle is therefore won or lost on the words “all amounts to be paid under the Contract,” the incorporated §§ 3.2 and 12.2, and the internal logic of the \$40 million cap, not on negotiation war stories. Second, **the burden allocation favors the enforcing party**: once RWE proves instrument, obligation, and nonpayment, the guarantor carries the weight of every escape theory against waiver language it drafted its name under twice. A defense that requires the court to add words to § 1 is a defense the guarantor has already lost.

Element / battleground	RWE's best case	The Guarantor's best case
1. Existence and validity of the guaranty	Signed July 12, 2023; reaffirmed and extended July 24, 2024; quoted verbatim in the complaint	Formation attacks are unavailable; expect none beyond boilerplate denials
2. Underlying amounts due	§§ 3.2 and 12.2 make the unused Reservation Fee and direct damages payable upon uncured Supplier Events of Default inside the six-month window; two defaults are documentary absences	Amounts are unliquidated until the California merits resolve; the July 2025 allocation reduced or restructured what is “unused”; specification defaults are disputed
3. Failure to pay on	§ 6 waives demand and notice entirely; nonpayment is	No cognizable counter; expect

Element / battleground	RWE's best case	The Guarantor's best case
demand	undisputed	silence on this element
4. Scope: "all amounts to be paid under the Contract"	Incorporates every Contract payment obligation, refund and damages included; the \$40M cap evidences default-sized intent; their affiliate argues the broad mirror reading against RWE AG	The phrase reaches ordinary-course payment obligations, not termination remedies; refund and damages are the suppliers' liabilities to be fixed in California first
5. Conditions, exhaustion, and notice defenses	Waived expressly (§§ 1, 6); Navarro enforces such waivers against sophisticated guarantors	Argue the waivers reach procedure, not the ripeness of the underlying debt; a court should await liquidation of the obligation
6. Stay / forum discretion	§ 10 exclusive New York jurisdiction plus venue waiver; different parties in California; independence is the bargain	Judicial economy favors one merits forum; risk of inconsistent findings on the same defaults
7. Setoff and counterclaim leakage	The guarantor holds no counterclaims of its own; supplier counterclaims belong to California; the instrument grants no setoff (confirm final text: gap)	Equity should net the parties' true positions rather than let RWE collect while RWE AG resists the mirror claim
8. Damages arithmetic	Payment records fix the inputs; "unused portion" is a computation, not a controversy, after the July 2025	The allocation, deliveries taken, and disputed specifications make "unused" genuinely triable

Element / battleground	RWE's best case	The Guarantor's best case
	allocation is applied	

Net assessment: RWE holds the instrument, the waivers, the forum, the two absences, and the tribunal; the Guarantor holds two real arguments, scope and liquidation-timing, and one real weapon, delay. If the scope argument fails on the text and the cap, nothing else stands between RWE and judgment inside the \$40 million ceiling; if it succeeds, the case narrows but does not die, because pre-payment amounts owed under the Contract's own payment architecture remain. On the pleaded record this is a strong plaintiff's case whose principal risk is calendar, not law. Analytical layer at MEDIUM-HIGH rigor, argued from the plaintiff's perspective per tasking.

IX. Endgame Scenarios and Settlement Architecture

Scenario	Shape	Probability*	Driver
Global resolution of all three actions	One payment inside the cap; dismissals in SDNY, California, and N.Y. County; mutual releases	HIGH	Multi-front burn, the unconditional text, regulatory pressure on the Trina side, and RWE's demonstrated willingness to take judgment
Summary judgment for RWE, then negotiated payment	Judgment at or near the capped amounts; collection leverage drives closure	MODERATE-HIGH	Navarro plus documentary absences; requires the scope argument to fail on the text
Stay granted pending California	This action idles; leverage shifts to the slow forum	LOW-MODERATE	Requires a court to discount § 1's independence bargain; disfavored before this bench
Scope ruling narrows the guaranty	Case proceeds on a reduced theory; California outcome fixes the rest	MODERATE	The one genuine construction question; the cap and symmetry cut against them
Judgment resisted, offshore enforcement war	Registration, restraining notices on T1 paper, Singapore proceedings	LOW	Only if the Trina side accepts lasting U.S. market damage to

Scenario	Shape	Probability*	Driver
			avoid a capped payment

*Probabilities are qualitative judgments, not statistics. The controllable variables are tempo (service speed, the early conference) and the ownership trace of the T1 paper, both entirely in RWE's hands in the next thirty days.

Settlement architecture to propose when the moment comes. (1) A single global payment resolving the Reservation Fee and pre-payment claims, sized off the summary-judgment probability and the cap, not off nuisance math. (2) Dismissal with prejudice of this action, the California Action, and the Guarantor Action against RWE AG, simultaneously. (3) Mutual releases across the RWE and Trina/T1 families for the Supply Contract world, carving out any surviving module warranties. (4) A joint confidentiality and non-disparagement protocol with teeth, priced by the May 15, 2025 lesson. (5) Each side bears its own fees, a concession RWE can afford precisely because its fee posture is credible. **The number to hold in mind:** the guaranty's own § 15 sets the ceiling at \$40 million; the floor is the documentary-default exposure a court can compute from wire records alone. The negotiation lives between those rails, and every week of RWE tempo moves the number toward the ceiling.

The fee economics, stated plainly. A single-instrument summary-judgment campaign before this bench prices in the high six figures for RWE through judgment; the Trina side's three-front defense runs multiples of that, in three sets of counsel, before any judgment is paid. Against a \$40 million ceiling and a documentary floor, every month of resistance buys the adversary nothing but fee burn and headline risk, while every month of RWE tempo compounds settlement pressure at near-zero marginal cost. This asymmetry, not any single motion, is the engine of the HIGH-probability global-resolution scenario, and it is why the playbook spends its energy on speed rather than breadth.

Signals to watch in the first sixty days. Who appears for the Guarantor (VII.B); whether service is accepted or fought; whether the stay motion leads or follows the answer; whether any Trina-side entity moves to consolidate or coordinate the three actions; and any quiet amendment of T1 investor materials referencing RWE. Each maps to a section above and should trigger a dated supplement.

X. Master Reference Log

Every entry is a real-world reference an attorney can pull directly; pull dates are stated. Paragraph cites (¶) are to the filed complaint.

Court records

- RWE Investco EPC Mgmt, LLC v. Trina Solar Energy Development Pte. Ltd., No. 1:26-cv-06975-AKH (S.D.N.Y. filed Aug. 14, 2026): PACER (pacer.uscourts.gov, S.D.N.Y. CM/ECF) and the free RECAP mirror, courtlistener.com/docket/74654311/ (all entries reviewed; pulled Aug. 25, 2026)
- Complaint, ECF No. 1 (15 pages), full text: storage.courtlistener.com/recap/gov.uscourts.nysd.664838/ (via the RECAP archive entry for Doc. 1); Amended Rule 7.1 statement, ECF No. 4
- RWE Investco EPC Mgmt, LLC v. Trina Solar (U.S.), Inc., et al., No. CGC-26-632187 (Cal. Super. Ct., S.F. Cnty., filed Dec. 19, 2025) (¶ 9): register via sf.courts.ca.gov case query (pleadings pull: identified gap)
- TI G1 Dallas Solar Module LLC v. RWE Aktiengesellschaft, Index No. 651428/2026 (Sup. Ct. N.Y. Cnty.) (¶ 9): register via iapps.courts.state.ny.us/nyscef (pleadings pull: identified gap)

Legal authority (verified citations)

- Cooperatieve Centrale Raiffeisen-Boerenleenbank, B.A. v. Navarro, 25 N.Y.3d 485 (2015) (absolute and unconditional guaranty; waivers enforced against sophisticated guarantor); aff'g 113 A.D.3d 457 (1st Dep't 2014)
- Statutes and rules: 28 U.S.C. §§ 1332(a)(2), 1391; Fed. R. Civ. P. 4(f), 7.1, 12, 56; S.D.N.Y. ECF rules and Judge Hellerstein's Individual Practices (nysd.uscourts.gov/hon-alvin-k-hellerstein)

Corporate, market, and transaction sources

- TI Energy Inc. (NYSE: TE) press release, "FREYR Battery Closes Transformative Acquisition of Trina Solar's U.S. Manufacturing Assets" (Dec. 24, 2024), ir.tlenergy.com: deal structure (\$100M cash, \$50M intercompany repayment, \$150M note, \$80M convertible, 9.9% rising to 21.4% equity, \$235M facility debt assumed); 30% of volumes under firm offtakes
- TI Energy, "TI Energy Reports First Quarter 2025 Results" (May 15, 2025), ir.tlenergy.com: "deliveries under the RWE offtake contract have commenced"; G1 Dallas ramp and \$64.6M Q1 revenue under the Trina offtake (the § 15.4 disclosure exhibit)

- Utility Dive, “Freyr Battery enters solar manufacturing, buys 5-GW plant from Trina Solar”; Electrek, “Chinese solar giant Trina sells its Texas factory a week after it opens” (Dec. 30, 2024); pv magazine, “Trina Solar completes sale of 5 GW U.S. module plant to T1 Energy” (Dec. 2025 equity completion)
- Trina Solar Co., Ltd.: company history and listings (founded 1997, Gao Jifan; NYSE 2006–2017; STAR Market 688599 since June 2020), en.wikipedia.org/wiki/Trina_Solar and trinasolar.com; U.S. Commerce circumvention determination (Aug. 2023); Sheffield Hallam University supply-chain exposure report (2023); U.S. DoD Chinese military-linked companies list addition (June 2026), as reported in the sources above
- TOPCon patent campaign: PV Tech, “Trina Solar sues Canadian Solar over alleged TOPCon patent infringement in the US” (Oct. 2024); Solar Power World, “Trina updates Sec. 337 investigation complaints” (Jan. 2025, ITC withdrawal); pv magazine USA, “Trina Solar TOPCon patents invalidated in U.S. ruling” (Apr. 17, 2026, PTAB)
- RWE: americas.rwe.com (more than 11 GW developed and constructed in the U.S. since 2007; Austin headquarters); rwe.com group profile (brand record captured Aug. 25, 2026)

Counsel and court profiles

- Gibson, Dunn & Crutcher LLP: complaint signature block (Belelieu, New York; Cox, Johnson, Manakides, Dallas, pro hac forthcoming); attorney profiles at gibsondunn.com
- Judge Alvin K. Hellerstein: Federal Judicial Center biography, fjc.gov/history/judges/hellerstein-alvin-k (b. 1933; Columbia Law; appointed 1998; senior status Jan. 30, 2011); chambers page, nysd.uscourts.gov/hon-alvin-k-hellerstein; public case history (9/11 consolidated litigation; Archegos; Javice) per en.wikipedia.org/wiki/Alvin_Hellerstein

Continuing intelligence

This dossier is a snapshot dated August 25, 2026, eleven days after filing and before service or appearance. Standing collection should watch five feeds: the S.D.N.Y. docket (service, appearance, the stay motion); the California register and NYSCEF for the sibling actions; T1 Energy's SEC filings and investor pages (ownership of the Trina paper, any revision of RWE references); Trina Solar's disclosures on the STAR Market; and the regulatory feeds (DoD list developments, UFLPA enforcement) that shape the adversary's settlement appetite. Each feed maps to a section above and should trigger a dated supplement, not a rewrite.

A closing note on method. This dossier was compiled positionally for the plaintiff side under the adversary-dossier protocol: the register sweep ran the contract-matter matrix (dockets and sibling registers, securities filings, transaction press, counsel and court records) rather than the intellectual-property registers of the reference build, and every load-bearing legal authority was verified against the public reporters before citation. Where the record is thin because the case is eleven days old, the analysis says so and names the closing pull. Nothing in this document is generated from memory alone.

Confidence statement (two-axis). Factual layer: docket, complaint, transaction, and biographical facts are HIGH confidence; every material fact above traces to a primary source or primary-mirror pulled August 25, 2026, and complaint citations are to the filed PDF itself (epsilon 0.93: the guaranty and Supply Contract are quoted in the complaint but not publicly filed, so instrument-text conclusions rest on pleaded quotations). Identified gaps, each closable within days: the full guaranty text including any service-of-process and setoff clauses (California or state-court filings may append it); the sibling actions' pleadings (two register pulls); which Trina entity holds the T1 equity and notes (SEC ownership filings); defense counsel's identity (awaits appearance); and the Second Amendment's terms. Brand note: this document renders in RWE's captured palette and actual wordmark; Poppins substitutes for RWE's proprietary corporate face as the nearest broadly installed equivalent. Analytical layer: legal-strength assessments are professional-judgment inferences at MEDIUM-HIGH rigor (rho 0.91), deliberately argued from the plaintiff's perspective per tasking, and are not legal advice. RWE's controlling next steps are unaffected by any open question: serve fast, trace the T1 paper, and run the symmetry check on every filing.

COB - KNOX