

In re SunPower Securities Litigation
Claims Administrator
P.O. Box 6659
Portland, OR 97228-6659

Toll Free Number: (877) 483-2990
Website: www.sunpowersecuritieslitigation.com
Email: info@sunpowersecuritieslitigation.com
Objection/Exclusion Deadline: June 12, 2013
Settlement Fairness Hearing: July 3, 2013
Deadline to File a Claim: August 6, 2013

PROOF OF CLAIM AND RELEASE FORM

I. GENERAL INSTRUCTIONS

1. To be potentially eligible to recover as a Member of the Settlement Class based on your claims in the action entitled *In re SunPower Securities Litigation*, Case No. 09-CV-5473-RS (the "Action"), you must complete and, on page 9 hereof, sign this Proof of Claim and Release Form (the "Claim Form"). If you fail to timely file a properly addressed (as set forth in ¶3 below) Claim Form, your claim may be rejected and you may be precluded from any recovery from the Settlement Fund created in connection with the proposed Settlement of the Action.
2. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the Action.
3. **YOU MUST MAIL YOUR COMPLETED AND SIGNED CLAIM FORM POSTMARKED ON OR BEFORE AUGUST 6, 2013 TO:**

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P.O. Box 6659
Portland, OR 97228-6659

If you are NOT a Member of the Settlement Class (as defined below and in the Notice Of Pendency Of Class Action And Proposed Settlement, Final Approval Hearing, And Motion For Attorneys' Fees And Reimbursement Of Litigation Expenses ("Notice")), **DO NOT** submit a Claim Form.

4. If you are a Member of the Settlement Class and you do not timely request exclusion in connection with the proposed Settlement, you are bound by the terms of any judgment entered in the Action, including the releases provided therein, **WHETHER OR NOT YOU SUBMIT A CLAIM FORM.**

II. CLAIMANT IDENTIFICATION

If you purchased or otherwise acquired SunPower publicly traded Securities¹ between April 17, 2008 and November 16, 2009, inclusive, and held documents evidencing these transactions in your name, you are the beneficial purchaser as well as the record purchaser. If, however, you purchased or acquired the Securities and the transactional document(s) was/were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record purchaser.

Use Part I of this Claim Form – entitled "Claimant Identification" – to identify each purchaser of record ("nominee"), if different from the purchaser or acquirer of the Securities which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL PURCHASER OR PURCHASERS, OR THE LEGALLY AUTHORIZED REPRESENTATIVE OF SUCH PURCHASER OR PURCHASERS, OF THE SECURITIES UPON WHICH THIS CLAIM IS BASED.**

¹ "Securities" or "SunPower Securities" means SunPower's Class A and/or Class B common stock and/or 4.75% Senior Convertible Debentures.

F. SALES OR DISPOSITIONS OF CLASS B COMMON STOCK:

List all sales or dispositions of SunPower Class B common stock from September 29, 2008 to February 12, 2010, inclusive (which includes the 90-day look back period). Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share*	Total Proceeds*	Transaction Type (S/D**)

* Excluding commissions, transfer taxes or other fees

** S=Sale, D=Delivery (Transfer Out)

G. UNSOLD HOLDINGS OF CLASS B COMMON STOCK:

Provide the total number of SunPower Class B common stock shares held as of the close of trading on February 12, 2010:

H. PURCHASES AND ACQUISITIONS OF DEBENTURES:

List all purchases and acquisitions of SunPower 4.75% Senior Convertible Debentures from May 4, 2009 (date of issuance of the Debentures) to February 12, 2010, inclusive (which includes the 90-day look back period). Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (MM/DD/YY)	Principle Amount (i.e., Face Value or Par Value)	Price Per Debenture	Total Cost*	Transaction Type (P/R**)

* Excluding commissions, transfer taxes or other fees

** P=Purchased, R=Received (Transfer In)

I. SALES OR DISPOSITION OF DEBENTURES:

List all sales or dispositions of SunPower 4.75% Senior Convertible Debentures from May 4, 2009 to February 12, 2010, inclusive (which includes the 90-day look back period). Do **not** include any conversions of SunPower 4.75% Senior Convertible Debentures into Class A common stock (such conversions are included in Section J, below). Be sure to attach the required documentation.

Trade Date(s) (List Chronologically) (MM/DD/YY)	Principle Amount (i.e., Face Value or Par Value)	Price Per Debenture	Total Proceeds*	Transaction Type (S/D**)
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* Excluding commissions, transfer taxes or other fees
 ** S=Sale, D=Delivery (Transfer Out)

J. CONVERSION OF DEBENTURES:

List all conversions of SunPower 4.75% Senior Convertible Debentures into Class A common stock from May 4, 2009 to February 12, 2010, inclusive (which includes the 90-day look back period). (The Debentures were convertible to Class A common stock at a ratio of 37.8788 shares per \$1,000.00 principal amount of Debentures, a conversion price of approximately \$26.40 per share). Be sure to attach the required documentation.

Conversion Date(s) (List Chronologically) (MM/DD/YY)	Principle Amount (i.e., Face Value or Par Value)
<input type="text"/>	<input type="text"/>

K. UNSOLD HOLDINGS OF DEBENTURES:

Provide the principal amount (face value) of SunPower 4.75% Senior Convertible Debentures held as of the close of trading on February 12, 2010:

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IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS PLEASE PHOTOCOPY THIS PAGE, WRITE YOUR NAME ON THE COPY AND CHECK THIS BOX:

IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES MAY NOT BE REVIEWED.

PART III: RELEASE OF CLAIMS AND SIGNATURE

Definitions

“Effective Date” means the first date by which all of the events and conditions specified in ¶11.1 of the Stipulation of Settlement dated February 1, 2013 (“Stipulation”) have been met and have occurred, at which time the Settlement described in the Stipulation shall become effective.

“Individual Defendants” means Thomas H. Werner, Dennis V. Arriola and Emmanuel T. Hernandez.

“Judgment” means the proposed Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court upon final approval of the Settlement after the Final Approval Hearing.

“Defendants” or “Settling Defendants” means SunPower Corporation, Thomas H. Werner, Dennis V. Arriola and Emmanuel T. Hernandez.

“Released Persons” means, collectively, (i) each and all of the Defendants, the members of each Individual Defendant’s immediate family, any entity in which any member of any Individual Defendant’s immediate family has or had a controlling interest (directly or indirectly), any estate or trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant and/or members of his family, John B. Rodman, Mariano M. Trinidad, T.J. Rodgers, W. Steve Albrecht, Betsy S. Atkins, Patrick Wood III, Uwe-Ernst Bufe, Deutsche Bank Securities Inc., Credit Suisse Securities (USA) LLC, Lazard Capital Markets LLC, Barclays Capital Inc., Piper Jaffray & Co., Wachovia Capital Markets, LLC (n/k/a Wells Fargo Securities, LLC) and SL Hare Capital, Inc.; and (ii) each and all of their respective past, present and future heirs, executors, administrators, predecessors, successors, assigns, employees, agents, affiliates, analysts, assignees, associates, attorneys, auditors, co-insurers, commercial bank lenders, consultants, controlling shareholders, directors, divisions, domestic partners, employers, financial advisors, general or limited partners, general or limited partnerships, insurers, investment advisors, investment bankers, investment banks, joint ventures and joint venturers, managers, marital communities, members, officers, parents, personal or legal representatives, principals, reinsurers, shareholders, spouses, subsidiaries (foreign or domestic), trustees, underwriters and retained professionals, in their respective capacities as such.

“Released Claims” means, collectively, any and all claims (including, without limitation, Unknown Claims, as defined herein), demands, rights, liabilities, suits, debts, obligations and causes of action, of every nature and description whatsoever, whether known or unknown, contingent or absolute, mature or unmature, discoverable or undiscoverable, liquidated or unliquidated, accrued or unaccrued, including those that are concealed or hidden, regardless of legal or equitable theory, including, without limitation, claims for negligence, gross negligence, recklessness, deliberate recklessness, intentional wrongdoing, fraud, breach of fiduciary duty, breach of the duty of care and/or loyalty, violation of any federal or state statute, rule or regulation, violation of the common law, violation of administrative rule or regulation, tort, breach of contract, violation of international law or violation of the law of any foreign jurisdiction, that Plaintiffs or any other Member of the Settlement Class (i) asserted in the Action and/or Complaint; or (ii) could have or might have asserted in the Action and/or Complaint and/or in any other litigation, action or forum that arise out of or are based upon, or are related in any way, directly or indirectly, in whole or in part, to (a) the allegations, transactions, facts, matters, occurrences, representations or omissions involved, set forth or referred to in the Complaint, and that relate to the purchase or other acquisition of SunPower Securities (as defined herein) during the Settlement Class Period, and/or (b) Defendants’ defense or settlement of the Action and/or Defendants’ defense or settlement of the Released Claims. Notwithstanding the foregoing, “Released Claims” does not include claims relating to the enforcement of the Settlement or claims asserted on behalf of SunPower in any derivative action based on similar allegations.

“Released Persons’ Claims” means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the Released Claims against the Settling Defendants, except for claims relating to the enforcement of the Settlement.

“Settlement Class” means all Persons who purchased or otherwise acquired SunPower publicly traded Class A and/or Class B common stock and/or 4.75% Senior Convertible Debentures during the Settlement Class Period. Excluded from the Settlement Class are Defendants, the officers and directors of SunPower, members of their immediate families and their legal representatives, heirs, successors or assigns, and any entity in which Defendants have or had a controlling interest. Also excluded from the Settlement Class are any Persons who otherwise satisfy the above requirements for membership in the Settlement Class, but who exclude themselves by submitting a valid request for exclusion in accordance with the requirements set forth in the Notice.

“Unknown Claims” means, collectively, any and all Released Claims that any Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons, and any Released Persons’ Claims that any Settling Defendant does not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its decision to enter into this Settlement with and release of the Released Persons (or Plaintiffs, their counsel or other Settlement Class Members, as appropriate), or might have affected his, her

or its decision not to object to this Settlement or not exclude himself, herself or itself from the Settlement Class. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed or hidden. With respect to any and all Released Claims and Released Persons' Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs and Defendants shall expressly waive and relinquish, and each Settlement Class Member shall be deemed to have, and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by California Civil Code § 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Plaintiffs and Defendants shall further expressly waive and relinquish, and each Settlement Class Member shall be deemed to have, and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law or of international or foreign law, that is similar, comparable or equivalent in effect to California Civil Code § 1542. It is understood that Plaintiffs and the other Settlement Class Members, or any of them, may hereafter discover facts in addition to or different from those that he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims (including Unknown Claims), but each Plaintiff shall expressly fully, finally and forever discharge, settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of law and of the Judgment shall have, expressly fully, finally and forever discharged, settled and released any and all Released Claims against the Released Persons, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, that now exist or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, grossly negligent, reckless, deliberately reckless or intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and Defendants acknowledge, and the Settlement Class Members by operation of law and of the Judgment shall be deemed to have acknowledged, that the foregoing waiver of Unknown Claims and of the provisions, rights and benefits of §1542 of the California Civil Code (and the inclusion of "Unknown Claims" in the definition of Released Claims and Released Persons' Claims) was separately bargained for and is a material element of the Settlement.

"SunPower" means SunPower Corporation.

The Release

I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, each of the Settlement Class Members, for themselves and on behalf of each of their respective spouses, heirs, executors, beneficiaries, administrators, successors, assigns and any other Person claiming (now or in the future) through or on behalf of any of them directly or indirectly, regardless of whether such Plaintiff or Settlement Class Member ever seeks or obtains by any means (including, without limitation, by submitting a Claim to the Claims Administrator) any distribution from the Net Settlement Fund, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally and forever released, relinquished, waived, discharged and dismissed each and all of the Released Claims (including Unknown Claims) against each and all of the Released Persons, and shall have covenanted not to sue any Released Person with respect to any Released Claim except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto. The foregoing provision shall not apply to any Person who independently would be a member of the Settlement Class and timely excludes himself, herself or itself. I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, each of the Settlement Class Members shall be deemed by operation of law and of the Judgment to have acknowledged, that the foregoing waiver of Unknown Claims and of the provisions, rights and benefits of §1542 of the California Civil Code was separately bargained for and is a material element of the Settlement of which the release in this paragraph is a part.

I (We) understand and acknowledge that without further action by anyone, upon the Effective Date, each of the Settlement Class Members, and any other Person (including, without limitation, spouses, heirs, executors, beneficiaries, administrators, successors and assigns) claiming now or in the future through or on behalf of any Plaintiff or Settlement Class Member directly or indirectly, shall be forever permanently barred, enjoined and restrained from commencing, instituting, asserting, maintaining, enforcing, prosecuting or otherwise pursuing, either directly or in any other capacity, any of the Released Claims (including any Unknown Claims) against any Released Person in the Action or in any other action or any proceeding, in any state, federal or foreign court of law or equity, arbitration tribunal, administrative forum or other forum of any kind.

By signing and submitting this Claim Form, I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, relinquish, waive, discharge and dismiss, each and every Released Claim (including Unknown Claims) against each and all of the Released Persons (as defined above) and acknowledge that I (we) are barred from pursuing my (our) Released Claims against any Released Person as set forth herein.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represents the Claimant(s) acknowledges and certifies as follows:

1. that I (we) submit this Claim Form under the terms of the Stipulation described in the Notice;
2. that I (we) submit to the jurisdiction of the United States District Court for the Northern District of California, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein;
3. that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action;
4. that I (we) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so;
5. that I (we) have not submitted any other claim in this Action covering the same purchases or acquisitions of the Securities and know of no other person having done so on my (our) behalf;
6. that I (we) am (are) Settlement Class Member(s), as defined herein and in the Notice;
7. that I (we) have not filed a request for exclusion from the Settlement Class and that I (we) do not know of any request for exclusion from the Settlement Class filed on my (our) behalf with respect to my (our) transactions in the Securities at issue herein;
8. that I (we) own(ed) the Securities identified in the Claim Form, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
9. that I (we) may be eligible to receive a distribution from the Net Settlement Fund;
10. that I (we) agree to furnish such additional information with respect to this Claim Form as the parties, the Claims Administrator or the Court may require;
11. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Claim Form;
12. that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof;
13. that I (we) have included information requested above about all of my (our) transactions in the Securities during the Settlement Class Period and as otherwise requested in this Claim Form; and
14. that I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I (We) declare, under penalty of perjury under the laws of the United States of America, that the statements made and answers given in this Claim Form are true and correct and that the documents submitted herewith are true and genuine.

Signature of Claimant

Date - -
MM DD YY

Print Name of Claimant

Date - -
MM DD YY

Signature of Joint Claimant, if any

Print Name of Joint Claimant, if any

(Signatures continued on next page)

If Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of Person Completing Form

Date - -
MM DD YY

Print Name of Person Completing Form

Capacity of Person Signing (Executor, President, Trustee, etc.)

REMINDER CHECKLIST

- * Please sign the Certification Section of the Proof of Claim and Release form.
- * If this claim is being made on behalf of Joint Claimants, then both must sign.
- * Please remember to attach copies of supporting documents.
- * **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
- * Keep a copy of your Proof of Claim and Release form and all documentation you submitted therewith, for your records.
- * The Claims Administrator will acknowledge receipt of your Proof of Claim and Release form by mail, within 60 days. Your claim is not deemed filed until you receive an acknowledgment postcard. If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (877) 483-2990.
- * If you move, please send your new address to:

In re SunPower Securities Litigation
P.O. Box 6659
Portland, OR 97228-6659

Do not use highlighter on the Proof of Claim and Release form or supporting documentation.

THIS PROOF OF CLAIM MUST BE POSTMARKED NO LATER THAN AUGUST 6, 2013, AND MUST BE MAILED TO:

In re SunPower Securities Litigation
P.O. Box 6659
Portland, OR 97228-6659

ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.

THANK YOU FOR YOUR PATIENCE.