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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

__, Individually and on Behalf of All Others
Similarly Situated,

Plaintiff,

v.

ENPHASE ENERGY, INC.,
BADRINARAYANAN
KOTHANDARAMAN, and MANDY YANG,

Defendants.

Case No.

CLASS ACTION

COMPLAINT FOR VIOLATIONS OF THE
FEDERAL SECURITIES LAWS

DEMAND FOR JURY TRIAL

1. Plaintiff (“Plaintiff”), individually and on behalf of all others similarly situated, by Plaintiff’s undersigned attorneys, for Plaintiff’s complaint against Defendants, alleges the following based upon personal knowledge as to Plaintiff and Plaintiff’s own acts, and information and belief as to all other matters, based upon, *inter alia*, the investigation conducted by and through Plaintiff’s attorneys, which included, among other things, a review of the Defendants’ public documents, conference calls and announcements made by Defendants, United States (“U.S.”) Securities and Exchange Commission (“SEC”) filings, wire and press releases published by and regarding Enphase Energy, Inc. (“Enphase” or the “Company”), analysts’ reports and advisories about the Company, and information readily obtainable on the

1 Internet. Plaintiff believes that substantial, additional evidentiary support will exist for the
2 allegations set forth herein after a reasonable opportunity for discovery.

3 **NATURE OF THE ACTION**

4 2. This is a federal securities class action on behalf of a class consisting of all persons
5 and entities other than Defendants that purchased or otherwise acquired Enphase securities
6 between April 22, 2025 and October 28, 2025 both dates inclusive (the “Class Period”), seeking
7 to recover damages caused by Defendants’ violations of the federal securities laws and to pursue
8 remedies under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 (“Exchange Act”)
9 and Rule 10b-5 promulgated thereunder, against the Company and certain of its top officials.

10 3. Enphase is a global energy technology company founded in March 2006, focusing
11 on solutions for solar generation, storage, and communication.
12

13 4. To boost its growth, Enphase partners with solar and battery financing companies
14 (“TPOs”) that offer arrangements of third-party ownership of solar and battery products to
15 homeowners, such as lease and power purchase agreements.
16

17 5. At all relevant times, when Enphase reported its revenue or provided revenue
18 guidance, it broke out “safe harbor revenue”, which it defines as “sales made to customers who
19 plan to install Enphase’s products over more than a year”.
20

21 6. At all relevant times, expenditures on solar products, including Enphase’s product
22 offerings, were eligible for favorable tax treatment in the U.S. As relevant here, the Residential
23 Clean Energy Credit pursuant to Internal Revenue Code Section 25D (the “25D Credit”) allowed
24 homeowners to deduct 30% of costs of clean energy property they installed at their homes.

25 7. However, on July 4, 2025, U.S. President Donald Trump signed into law the One
26 Big Beautiful Bill Act (“OB BB”), which provided that the 25D Credit would terminate later that
27 year, after the Class Period ended. Instead of terminating on December 31, 2032, as it would have
28

1 as originally enacted, the 25D Credit would now terminate seven years earlier on December 31,
2 2025. Homeowners who purchased clean energy products, including various Enphase products,
3 before the new termination date would still be able to claim the 25D Credit.

4 8. Throughout the Class Period, Defendants made materially false and misleading
5 statements regarding the Company's business, operations, and prospects. Specifically, Defendants
6 made false and/or misleading statements and/or failed to disclose that: (i) Enphase overstated its
7 ability to manage its channel inventory; (ii) Enphase overstated its ability to mitigate effects arising
8 from the termination of the 25D Credit; (iii) accordingly, Enphase overstated its financial and
9 operational prospects; and (iv) as a result, the Company's public statements were materially false
10 and misleading at all relevant times.

11 9. On October 28, 2025, Enphase reported its financial results for the third quarter of
12 2025 and held a related earnings call. Among other items, Enphase's management reported that it
13 expected 2025 to close on a weak note, with elevated channel inventory resulting in lower battery
14 storage shipments in the fourth quarter, and that the expiration of the 25D Credit would negatively
15 impact revenues for the first quarter of 2026.

16 10. On this news, Enphase's stock price fell \$5.56 per share, or 15.15%, to close at
17 \$31.14 per share on October 29, 2025.

18 11. As a result of Defendants' wrongful acts and omissions, and the precipitous decline
19 in the market value of the Company's securities, Plaintiff and other Class members have suffered
20 significant losses and damages.

21 **JURISDICTION AND VENUE**

22 12. The claims asserted herein arise under and pursuant to Sections 10(b) and 20(a) of
23 the Exchange Act (15 U.S.C. §§ 78j(b) and 78t(a)) and Rule 10b-5 promulgated thereunder by the
24 SEC (17 C.F.R. § 240.10b-5).

1 26. At all relevant times, expenditures on solar products, including Enphase’s product
2 offerings, were eligible for favorable tax treatment in the U.S. As relevant here, the 25D Credit
3 allowed homeowners to deduct 30% of costs of clean energy property they installed at their homes.

4 **Materially False and Misleading Statements Issued During the Class Period**

5 27. The Class Period begins on April 22, 2025, when Enphase filed a quarterly report
6 on Form 10-Q concerning its financial results for the fiscal quarter ended March 31, 2025, issued
7 a press release announcing those results, and held a conference call to discuss the same (the “Q1
8 Earnings Call”). During the Q1 Earnings Call, Defendant Kothandaraman made the following
9 statements concerning Enphase’s planned actions “to realign our supply chain to minimize
10 downside across a range of scenarios”¹:
11

12 While the global policy environment remains fluid with tariffs, with interest rates
13 and subsidies constantly evolving, ***we are moving quickly to realign our supply***
14 ***chain to minimize downside across a range of scenarios. While we cannot control***
15 ***the macroeconomic conditions, we can absolutely control our response.*** This
16 means doubling down on what has always made Enphase successful, relentless
17 product innovation, world class reliability and exceptional customer service.

18 28. During the same call, Phil Shen of ROTH Capital Partners asked Defendant
19 Kothandaraman about his expectations regarding Enphase’s revenue during the second half of
20 2025 and the first quarter of 2026. In response, Defendant Kothandaraman stated that “we
21 normally don’t guide for Q3 or Q4, but we have a few vectors going for us”, and proceeded to
22 detail several new product offerings “that we are relying on for growth”:

23 Right. ***Phil, you know, that we normally don’t guide for Q3 or Q4, but we have a***
24 ***few vectors going for us. I just talked about the fourth generation system, and***
25 ***we believe that’s a huge factor for Enphase. Then we specifically regarding the***
26 ***US, we have the IQ9 that is going to be turning on in Q4.***

27 Then coming to Europe, all of the new products — we have introduced a large array
28 of new products, which we are already seeing some good traction, namely the
FlexPhase Battery, which provides three phase backup for many countries in
Europe.

¹ All emphases herein are added unless otherwise indicated.

1 The Balcony Solar, which basically, we are about to introduce it this quarter. So
2 it's no longer something out there. It's going to ramp-in this quarter. Balcony Solar
3 is going to address, for example, the [total addressable market] in Germany alone
4 is 400 megawatts. And after Germany, we are going to go to Belgium and many
5 other European countries. After that, we will go to Japan and India as well.

6 So we expect new product to also be introduced in Q2. And the next one is our IQ
7 EV charger, the latest EV charger. We did a good job ramping-up so that we can
8 service all 14 countries in Q1. And now we got to grow from strength to strength
9 there in terms of installer partnerships and EV charger partnerships in general
10 through other companies there.

11 ***So while the policy situation, et cetera, is uncertain, Enphase is trying to control
12 our destiny by introducing new products, by having discipline and these are the
13 new product vectors that we are relying on for growth.***

14 29. Later during the Q1 Earnings Call, David Benjamin of Mizuho Securities asked
15 Defendant Kothandaraman whether his statement earlier during the call that “channel inventory
16 was slightly up” “impl[ied] any potential new destocking?” In response, Defendant
17 Kothandaraman stated:

18 *No, the channel inventory is, okay, is up because when your sell-through goes
19 down, the channel inventory can go slightly up, out of our usual targets. Our targets
20 are between eight and 10 weeks. So — but when your sell-through is down more
21 than what you anticipated, then that can go slightly up.*

22 ***The ways to recover it back are quite simple, not ship much into the channel and
23 then improve the sell-through in a seasonal quarter like Q2, which is bound to
24 have more sell-through in Q2 than Q1. So we believe it's a normal cycle, and we
25 are disciplined to control the amount of material in the channel with that
26 discipline, it should come back quickly inbound.***

27 30. On July 4, 2025, U.S. President Donald Trump signed into law the OBBB, which
28 provided that the 25D Credit would terminate later that year, after the Class Period ended. Instead
of terminating on December 31, 2032, as it would have as originally enacted, the 25D Credit would
now terminate seven years earlier on December 31, 2025. Homeowners who purchased clean
energy property, such as Enphase products, before the new termination date would still be able to
claim the 25D Credit.

1 31. On July 22, 2025, Enphase filed a quarterly report on Form 10-Q concerning its
2 financial results for the fiscal quarter ended June 30, 2025, issued a press release concerning the
3 same (the “Q2 Earnings Release”), and held a conference call to discuss the same (the “Q2
4 Earnings Call”). In the Q2 Earnings Release, Enphase announced its guidance for Q3 2025,
5 including “[r]evenue to be within a range of \$330.0 million to \$370.0 million”.

6
7 32. During his prepared remarks on the Q2 Earnings Call, Defendant Kothandaraman
8 provided an update on channel inventory, stating *inter alia* “[a]s we exited Q2, our battery channel
9 inventory was normal, while our microinverter channel inventory was slightly elevated”.

10 33. Defendant Kothandaraman’s prepared remarks during the Q2 Earnings Call also
11 concerned the recent changes to solar energy tax credits following passage of the OBBB. Among
12 other representations, Defendant Kothandaraman stated:

13
14 As we head into 2026, the U.S. solar industry must evolve rapidly in response to
15 the recent tax reconciliation bill. First, we expect an accelerated shift towards
16 leases and [power purchase agreements (“PPA”)] anchored by the 48E tax credit
17 through 2027. Second, batteries will become central to every solar sale propelled
18 by declining installation costs, long-term credit — tax credit support through 2033
19 and growing homeowner demand for energy resilience and participation in VPPs.
20 Third, the industry must drive down customer acquisition and selling costs to
21 remain competitive in a maturing market. ***We believe these structural shifts,
22 coupled with the escalating utility rates and increasing grid instability create a
23 tailwind for sustained demand in the residential solar plus storage.***

24 34. Defendant Kothandaraman also provided Enphase’s guidance for the third quarter
25 of 2025 during his prepared remarks, stating *inter alia*:

26 ***We expect revenue to be in the range of \$330 million to \$370 million. We
27 anticipate continued growth in the U.S. and seasonal softness in Europe. We are
28 approximately 75% booked to the midpoint of our revenue guidance. For IQ
batteries, we expect to ship between 190 and 210 megawatt hours during the
quarter. We are actively engaged with several TPO partners who are awaiting
further clarity on safe harbor rules following the recent executive order, and we
remain well positioned to support them once they finalize their plans.***

29 35. Defendant Yang also provided investors with Enphase’s projection of its revenue
30 for the third quarter of 2025 during his prepared remarks, stating *inter alia* “[w]e expect our

1 *revenue for Q3 to be within a range of \$330 million to \$370 million*, which includes shipments
2 of 190 to 210 megawatt hours of IQ Batteries”.

3 36. During the question-and-answer portion of the Q2 Earnings Call, Wells Fargo
4 analyst Praneeth Satish asked Defendant Kothandaraman to “elaborate” on his remarks concerning
5 “partnering with TPO providers and introducing some creative financing structures that could help
6 maximize the tax credit capture”, and to share how he “expect[ed]” Enphase’s market share with
7 TPO providers “to evolve in 2026”. In response, Defendant Kothandaraman stated that that he
8 expected demand to drop 20% in 2026 due to expiration of the 25D Credit, and that Enphase would
9 work with TPO providers in three ways to maximize capture of the 25D Credit and through
10 bringing lease financing access to so-called long-tail installers “[w]e can prevent a market
11 erosion”, stating:
12

13 *We work with every one of these TPO customers. We work with every single one.*
14 *And right now, we are in deep discussions with them because what we have is we*
15 *know how to service long-tail installers. We have the relationships with the long-*
16 *tail installers. And if we can bring lease financing access to the long tail. We*
17 *can prevent a market erosion, overall market erosion. So that’s what we are*
18 *aiming to do. And we are working with a lot of the TPOs. We aren’t ready to*
19 *share more details yet, but we will share those very soon, perhaps in the next*
20 *earnings call. And we are looking to move on it aggressively. So let me leave it at*
21 *that.*

22 37. Satish also asked Defendant Kothandaraman “how do you intend on managing field
23 inventories with distributors for the balance of the year,” given that he anticipated demand to
24 decline in 2026 once the 25D credit expired. Satish continued to ask whether he “plan[ned] to
25 undership micros in either Q3 or Q4 to help reduce inventories” or if instead he “[thought]
26 inventories could just get rightsized more organically if we see maybe a pull forward of demand
27 or some safe harbors in the second half?” In response, Defendant Kothandaraman stated:
28

29 I think you answered the question yourself. Basically, that’s exactly what we
30 expect. *We expect 25D increase in demand, which will come from the channel*
31 *and make the channel at reasonable levels by the end of the year.*

1 38. Later during the Q2 Earnings Call, analyst Philip Shen of ROTH Capital asked
2 Defendant Kothandaraman “how much safe harbor [he] expect[ed] in the Q3 revenue”, in apparent
3 reference to the guidance provided in ¶¶ 31, 34–35 *supra*, and “how” he “expect[ed]” “pull forward
4 of demand” to “manifest,” whether as “a Q4 element” or “an upside surprise to Q3”. In response,
5 Defendant Kothandaraman stated:
6

7 So first of all, *the Q3 revenue guidance does not include any safe harbor. As I*
8 *said, we are working with several TPO partners, and they are all looking at*
9 *recently -- at the recent Executive Order, and they are waiting for further clarity.*
10 *And once they have that clarity, they will take the actions.* From our side, what
11 we are doing is to ensure that we are ready in terms of capacity. Any time that they
12 want the product, we are going to be ready in order to service them.

13 *On your 25D question, I think we will see the 25D demand possibly in early Q4*
14 *is what we will start seeing.* Right now, we aren’t seeing it, but we still have August
15 and September left. So that’s what I expect that we’ll start seeing it soon. I’m sure
16 that installers — some installers will have to make workforce changes. They may
17 have to add temporary teams in order to feed the rush, and that — those all take a
18 little bit of time. *And so I’m sure it’s coming in Q4.*

19 39. Shen also asked Defendant Kothandaraman “how did we get to elevated channel
20 levels. Was there a pause earlier in the year? Or did you overship into the channel? And what
21 are the levels? . . . I mean are we talking about 12 weeks now or something higher?” In response,
22 Defendant Kothandaraman stated:
23

24 The question on channel, we are completely transparent to you. It is — we *are*
25 *actually in very good shape in channel management.* We — our experience in the
26 last two years on the quantity of undershipment, et cetera, that we had, we have
27 recognized that’s an anomaly, and we will never get to that stage. So whenever I
28 say slightly above, it should mean slightly above 8% to 10%. That’s what it means.

39. Later during the Q2 Earnings Call, an analyst from Jefferies asked Defendant
Kothandaraman about safe harbor revenue during Q4, given that the 25D Credit would expire later
that year. This analyst asked whether “we [will] see loan originations” in the fourth quarter “given
that uncertainty on timing of install?” After Defendant Kothandaraman clarified which tax credit
the analyst’s question concerned and stated “the consumer has to pay for it as well as the system

1 should be installed by the year-end”, the analyst continued “[s]o unless you expect to see that in
2 4Q, do you think that will actually happen because there might be some uncertainty on loan
3 originations, right?” In response, Defendant Kothandaraman stated *inter alia*:

4 Well, our opinion is it will happen. Our installers are experts. They know what to
5 do. And I think right now, they need to make sure they expand their crews so that
6 they start to cater to the demand rush. But they have a lot of experience. They can
7 get solar installations done quickly. So I do expect it to happen.

8 41. Also during the Q2 Earnings Call, analyst Dylan Nassano of Wolfe Research asked
9 Defendant Kothandaraman to share more information about “the TPO players you’re currently in
10 discussions with”, and whether he had “identified any potential obstacles when it comes to helping
11 the long tail shift to the leases?” In response, Defendant Kothandaraman stated “***[w]e work with
12 every TPO, and we are having conversations with almost 80% of them right now on safe
13 harbor.***” Nassano also asked whether any of Enphase’s customers were “indicating they’d rather
14 just try to sell cash systems without credits”, to which Defendant Kothandaraman replied *inter
15 alia*: “***we are having -- just to tell you this, we are having installer roundtables every week. and
16 every week is from a different region to exactly ask the same question. How are you managing
17 this transition?*** Some of them are absolutely confident of selling cash and loans still. Some of
18 them are pivoting towards lease and PPA. So the answer is mixed.”

19 42. On August 5, 2025, Enphase issued a press release announcing a “new safe harbor
20 agreement with a solar and battery financing company that offers third-party ownership (TPO)
21 agreements to homeowners, including leases and power purchase agreements (PPAs).”
22

23 43. On August 19, 2025, Enphase issued a press release announcing a second new safe
24 harbor agreement, “signed earlier in August,” with “another leading solar and battery financing
25 company that offers third-party ownership (TPO) agreements to homeowners, including leases and
26 power purchase agreements (PPAs).” The press release stated that the agreement “is expected to
27 generate approximately \$50 million in revenue”. The press release further stated that this safe
28

1 harbor agreement “underscores the company’s strong participation in the TPO segment – a critical
2 growth channel for U.S. residential solar and batteries.”

3 44. The statements referenced in ¶¶ 27–29, 31–43 were materially false and misleading
4 because Defendants made false and/or misleading statements, as well as failed to disclose material
5 adverse facts about the Company’s business, operations, and prospects. Specifically, Defendants
6 made false and/or misleading statements and/or failed to disclose that: (i) Enphase overstated its
7 ability to manage its channel inventory; (ii) Enphase overstated its ability to mitigate effects arising
8 from the termination of the 25D Credit; (iii) accordingly, Enphase overstated its financial and
9 operational prospects; and (iv) as a result, the Company’s public statements were materially false
10 and misleading at all relevant times.
11

12 **The Truth Emerges**

13 45. On October 28, 2025, Enphase filed a quarterly report on Form 10-Q with the SEC
14 announcing its financial results for the fiscal quarter ended September 30, 2025, issued a press
15 release announcing the same, and on the following day, held a conference call to discuss those
16 results (the “Q3 Earnings Call”). In the press release, Enphase’s management reported that it
17 expected 2025 to close on a weak note, stating “Enphase Energy estimates . . . [r]evenue to be
18 within a range of \$310.0 million to \$350.0 million”, while analysts had estimated Q4 revenue
19 guidance to fall between \$374.4 million and \$383 million. Enphase’s management also reported
20 revenue of \$410.4 million, but noted that this figure “included \$70.9 million of safe harbor
21 revenue”.
22
23

24 46. During the associated earnings call, Defendant Kothandaraman attributed “this
25 lower revenue guidance” to two factors. First, Enphase’s Q3 revenue included \$70.9 million of
26 safe harbor revenue, which Defendants define as “any sales made to customers who plan to install
27 the inventory over more than a year.” Defendant Kothandaraman stated that this safe harbor
28

1 revenue “pulled in from Q4 to Q3 as customers wanted the product before the U.S. Treasury
2 guidance in Q3.”² Second, Defendant Kothandaraman stated “we are reducing shipments of
3 product to the channel in order to destock the channel as we head into 2026,” in contrast to his
4 earlier statements denying that Enphase would destock during the Q1 Earnings Call, as alleged
5 *supra* ¶ 29, denying that Enphase would undership during the Q2 Earnings Call, as alleged *supra*
6 ¶ 37, and claiming that Enphase was in “very good shape in channel management” during the Q2
7 Earnings Call, as alleged *supra* ¶ 39.

9 47. Enphase’s management further reported revenue of \$410.4 million. However, as
10 stated *supra* ¶ 45, \$70.9 million of this was safe harbor revenue. Without this safe harbor revenue,
11 which Defendant Kothandaraman indicated was *not* included in the Company’s Q3 guidance of
12 \$370 million to \$410 million, *see supra* ¶ 38, Enphase would have reported revenue of just \$339.5
13 million for the quarter, 8.24% below the lower end of its guidance.

15 48. During the Q3 Earnings Call, Enphase’s management also reported that the
16 expiration of the residential solar investment tax credit would negatively impact revenues for the
17 first quarter of 2026. Defendant Kothandaraman stated in his prepared remarks “we anticipate a
18 larger-than-normal seasonal decline following the expiration of the 25D tax credit”, in contrast to
19 earlier assurances as alleged *supra* ¶¶ 33, 36, and further stated that Defendants “estimate a
20 company revenue of \$250 million”.

22 49. On this news, Enphase’s stock price fell \$5.56 per share, or 15.15%, to close at
23 \$31.14 per share on October 29, 2025.

25 ² This U.S. Treasury guidance concerned another tax credit, the Clean Electricity Investment
26 Credit, which the OBBB curtailed. Taxpayers whose solar and wind projects were not in service
27 before January 1, 2028, would not be able to claim the credit, but those that began construction
28 before July 4, 2026 would not face this in-service deadline. The U.S. Treasury guidance provided
greater clarity on the definition of “beginning construction,” removing a safe harbor previously in
place that stated projects began construction once the project owner incurred five percent of the
associated costs.

1 pendency of this action by mail, using the form of notice similar to that customarily used in
2 securities class actions.

3 57. Plaintiff's claims are typical of the claims of the members of the Class as all
4 members of the Class are similarly affected by Defendants' wrongful conduct in violation of
5 federal law that is complained of herein.
6

7 58. Plaintiff will fairly and adequately protect the interests of the members of the Class
8 and has retained counsel competent and experienced in class and securities litigation. Plaintiff has
9 no interests antagonistic to or in conflict with those of the Class.

10 59. Common questions of law and fact exist as to all members of the Class and
11 predominate over any questions solely affecting individual members of the Class. Among the
12 questions of law and fact common to the Class are:
13

- 14 • whether the federal securities laws were violated by Defendants' acts as alleged
15 herein;
- 16 • whether statements made by Defendants to the investing public during the Class
17 Period misrepresented material facts about the business, operations and
18 management of Enphase;
- 19 • whether the Individual Defendants caused Enphase to issue false and misleading
20 financial statements during the Class Period;
- 21 • whether Defendants acted knowingly or recklessly in issuing false and misleading
22 financial statements;
- 23 • whether the prices of Enphase securities during the Class Period were artificially
24 inflated because of the Defendants' conduct complained of herein; and
- 25 • whether the members of the Class have sustained damages and, if so, what is the
26 proper measure of damages.

27 60. A class action is superior to all other available methods for the fair and efficient
28 adjudication of this controversy since joinder of all members is impracticable. Furthermore, as the
damages suffered by individual Class members may be relatively small, the expense and burden

1 of individual litigation make it impossible for members of the Class to individually redress the
2 wrongs done to them. There will be no difficulty in the management of this action as a class action.

3 61. Plaintiff will rely, in part, upon the presumption of reliance established by the fraud-
4 on-the-market doctrine in that:

- 5 • Defendants made public misrepresentations or failed to disclose material facts
6 during the Class Period;
- 7 • the omissions and misrepresentations were material;
- 8 • Enphase securities are traded in an efficient market;
- 9 • the Company's shares were liquid and traded with moderate to heavy volume
10 during the Class Period;
- 11 • the Company traded on the NASDAQ and was covered by multiple analysts;
- 12 • the misrepresentations and omissions alleged would tend to induce a reasonable
13 investor to misjudge the value of the Company's securities; and
- 14 • Plaintiff and members of the Class purchased, acquired and/or sold Enphase
15 securities between the time the Defendants failed to disclose or misrepresented
16 material facts and the time the true facts were disclosed, without knowledge of
the omitted or misrepresented facts.

17 62. Based upon the foregoing, Plaintiff and the members of the Class are entitled to a
18 presumption of reliance upon the integrity of the market.

19 63. Alternatively, Plaintiff and the members of the Class are entitled to the presumption
20 of reliance established by the Supreme Court in *Affiliated Ute Citizens of the State of Utah v.*
21 *United States*, 406 U.S. 128, 92 S. Ct. 2430 (1972), as Defendants omitted material information in
22 their Class Period statements in violation of a duty to disclose such information, as detailed above.
23

24 **COUNT I**

25 **(Violations of Section 10(b) of the Exchange Act and Rule 10b-5 Promulgated Thereunder**
26 **Against All Defendants)**

27 64. Plaintiff repeats and re-alleges each and every allegation contained above as if fully
28 set forth herein.

1 65. This Count is asserted against Defendants and is based upon Section 10(b) of the
2 Exchange Act, 15 U.S.C. § 78j(b), and Rule 10b-5 promulgated thereunder by the SEC.

3 66. During the Class Period, Defendants engaged in a plan, scheme, conspiracy and
4 course of conduct, pursuant to which they knowingly or recklessly engaged in acts, transactions,
5 practices and courses of business which operated as a fraud and deceit upon Plaintiff and the other
6 members of the Class; made various untrue statements of material facts and omitted to state
7 material facts necessary in order to make the statements made, in light of the circumstances under
8 which they were made, not misleading; and employed devices, schemes and artifices to defraud in
9 connection with the purchase and sale of securities. Such scheme was intended to, and, throughout
10 the Class Period, did: (i) deceive the investing public, including Plaintiff and other Class members,
11 as alleged herein; (ii) artificially inflate and maintain the market price of Enphase securities; and
12 (iii) cause Plaintiff and other members of the Class to purchase or otherwise acquire Enphase
13 securities and options at artificially inflated prices. In furtherance of this unlawful scheme, plan
14 and course of conduct, Defendants, and each of them, took the actions set forth herein.
15
16

17 67. Pursuant to the above plan, scheme, conspiracy and course of conduct, each of the
18 Defendants participated directly or indirectly in the preparation and/or issuance of the quarterly
19 and annual reports, SEC filings, press releases and other statements and documents described
20 above, including statements made to securities analysts and the media that were designed to
21 influence the market for Enphase securities. Such reports, filings, releases and statements were
22 materially false and misleading in that they failed to disclose material adverse information and
23 misrepresented the truth about Enphase's finances and business prospects.
24

25 68. By virtue of their positions at Enphase, Defendants had actual knowledge of the
26 materially false and misleading statements and material omissions alleged herein and intended
27 thereby to deceive Plaintiff and the other members of the Class, or, in the alternative, Defendants
28

1 acted with reckless disregard for the truth in that they failed or refused to ascertain and disclose
2 such facts as would reveal the materially false and misleading nature of the statements made,
3 although such facts were readily available to Defendants. Said acts and omissions of Defendants
4 were committed willfully or with reckless disregard for the truth. In addition, each Defendant
5 knew or recklessly disregarded that material facts were being misrepresented or omitted as
6 described above.
7

8 69. Information showing that Defendants acted knowingly or with reckless disregard
9 for the truth is peculiarly within Defendants' knowledge and control. As the senior managers
10 and/or directors of Enphase, the Individual Defendants had knowledge of the details of Enphase's
11 internal affairs.
12

13 70. The Individual Defendants are liable both directly and indirectly for the wrongs
14 complained of herein. Because of their positions of control and authority, the Individual
15 Defendants were able to and did, directly or indirectly, control the content of the statements of
16 Enphase. As officers and/or directors of a publicly-held company, the Individual Defendants had
17 a duty to disseminate timely, accurate, and truthful information with respect to Enphase's
18 businesses, operations, future financial condition and future prospects. As a result of the
19 dissemination of the aforementioned false and misleading reports, releases and public statements,
20 the market price of Enphase securities was artificially inflated throughout the Class Period. In
21 ignorance of the adverse facts concerning Enphase's business and financial condition which were
22 concealed by Defendants, Plaintiff and the other members of the Class purchased or otherwise
23 acquired Enphase securities at artificially inflated prices and relied upon the price of the securities,
24 the integrity of the market for the securities and/or upon statements disseminated by Defendants,
25 and were damaged thereby.
26
27
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1 75. During the Class Period, the Individual Defendants participated in the operation
2 and management of Enphase, and conducted and participated, directly and indirectly, in the
3 conduct of Enphase’s business affairs. Because of their senior positions, they knew the adverse
4 non-public information about Enphase’s misstatement of income and expenses and false financial
5 statements.

6
7 76. As officers and/or directors of a publicly owned company, the Individual
8 Defendants had a duty to disseminate accurate and truthful information with respect to Enphase’s
9 financial condition and results of operations, and to correct promptly any public statements issued
10 by Enphase which had become materially false or misleading.

11 77. Because of their positions of control and authority as senior officers, the Individual
12 Defendants were able to, and did, control the contents of the various reports, press releases and
13 public filings which Enphase disseminated in the marketplace during the Class Period concerning
14 Enphase’s results of operations. Throughout the Class Period, the Individual Defendants exercised
15 their power and authority to cause Enphase to engage in the wrongful acts complained of herein.
16 The Individual Defendants, therefore, were “controlling persons” of Enphase within the meaning
17 of Section 20(a) of the Exchange Act. In this capacity, they participated in the unlawful conduct
18 alleged which artificially inflated the market price of Enphase securities.

19
20 78. Each of the Individual Defendants, therefore, acted as a controlling person of
21 Enphase. By reason of their senior management positions and/or being directors of Enphase, each
22 of the Individual Defendants had the power to direct the actions of, and exercised the same to
23 cause, Enphase to engage in the unlawful acts and conduct complained of herein. Each of the
24 Individual Defendants exercised control over the general operations of Enphase and possessed the
25 power to control the specific activities which comprise the primary violations about which Plaintiff
26 and the other members of the Class complain.
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