Exhibit 3

Emily A. Haffner (SBN 305512)
emily.haffner@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
525 University Ave
Palo Alto, CA 94301
Telephone: (650) 470-4500

Lara A. Flath (*pro hac vice forthcoming*)
lara.flath@skadden.com
Alexander C. Drylewski (*pro hac vice forthcoming*)
alexander.drylewski@skadden.com
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
One Manhattan West
New York, New York 10001
Telephone: (212) 735-3000

Attorneys for Cross-Claimant T1 G1 Dallas Solar Module (Trina) LLC, F/K/A Trina Solar US Manufacturing Module 1, LLC

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

RWE INVESTCO EPC MGMT, LLC,

Plaintiff,

v.

TRINA SOLAR (U.S.), INC.; T1 G1 DALLAS SOLAR MODULE (TRINA) LLC, F/K/A TRINA SOLAR US MANUFACTURING MODULE 1, LLC,

Defendants.

T1 G1 DALLAS SOLAR MODULE (TRINA) LLC, F/K/A TRINA SOLAR US MANUFACTURING MODULE 1, LLC

Cross-Claimant,

v.

RWE INVESTCO EPC MGMT, LLC,

Cross-Defendant.

Case No. CGC-26-632187

CROSS-COMPLAINT FOR:

1) DECLARATORY RELIEF—WRONGFUL TERMINATION OF CONTRACT

2) BREACH OF CONTRACT

JURY TRIAL REQUESTED

COMPLAINT FILED: January 7, 2026

Cross-Claimant T1 G1 Dallas Solar Module (Trina) LLC ("G1") by and through its attorneys, brings this action against Cross-Defendant RWE Investco EPC Mgmt, LLC ("RWE"). G1 brings this action, upon personal knowledge as to itself and its own actions and otherwise upon information and belief, for declaratory relief and damages and to vindicate its rights under California law.

INTRODUCTION

1. This action arises from RWE's wrongful attempt to terminate a long-term supply contract based on pretextual claims of breach. In July 2023, RWE entered into a five-year supply contract (the "Supply Contract") with Trina Solar (U.S.), Inc. ("TUS") for TUS to manufacture and supply solar modules (the "Products") for purchase by RWE. TUS subsequently assigned the Supply Contract to G1, which is a subsidiary of T1 Energy Inc., an energy solutions provider building an integrated U.S. supply chain for solar and batteries.

2. After construction of the G1 manufacturing facility was completed, G1 began manufacturing and ultimately delivering the Products in 2025. Despite the years' long relationship, RWE suddenly asserted nonexistent and immaterial breaches in a wrongful attempt to terminate the Supply Contract. But G1 has not committed any material breaches that would permit termination and has fully performed its obligations by continuing to manufacture and supply Products for RWE. Thus, RWE's purported termination is unlawful and constitutes a repudiation of the Supply Contract.

3. What is more, G1 reasonably relied on RWE's commitment to purchase Products for the entire five-year term of the Supply Contract. As a direct result of RWE's repudiation of the Supply Contract, G1 will suffer substantial losses estimated to be in the hundreds of millions of dollars. Accordingly, G1 seeks a judicial declaration that RWE's purported termination is wrongful, along with an award of damages that G1 has and will incur as a result of RWE's repudiation.

4. Additionally, RWE has further breached its contractual obligations by failing to pick up at least four deliveries of Products. Despite G1's notifications that the Products were available for pickup, RWE has failed to do so. Under the Supply Contract, G1 is entitled to liquidated

damages for RWE's breach.

5. If RWE had legitimate issues with the quality of the Products, the Supply Contract expressly provided the avenue for RWE to raise those issues. But what RWE is not permitted to do is to lay in wait and then seek to unlawfully terminate a contract. For whatever reason, between the execution of an agreement in July 2023 and now, RWE decided it no longer wanted to purchase Products from G1. But RWE signed a contract and must abide by its contractual commitments. G1 is now forced to file this cross-complaint to assert and protect its rights.

PARTIES

6. Cross-Claimant T1 G1 Dallas Solar Module (Trina) LLC (formerly known as Trina Solar US Manufacturing Module 1, LLC) is a Texas limited liability company and a wholly owned subsidiary of T1 Energy Inc., with its principal place of business in Wilmer, Texas.

7. Cross-Defendant RWE Investco EPC Mgmt, LLC is a Delaware corporation with its principal place of business at 353 N Clark St, Suite 3000, Chicago, IL 60654.

JURISDICTION AND VENUE

8. Subject matter jurisdiction is proper in this Court because the requested declaratory relief is within the jurisdiction of the Superior Court pursuant to California Code of Civil Procedure § 1060.

9. Personal jurisdiction is proper in this Court because under Section 13.1 of the Supply Contract, the parties expressly consented to this Court as the exclusive forum for disputes arising out of the Supply Contract. Further, at all times, RWE had substantial contacts with the State of California, including performing work in Northern California.

10. Venue lies in San Francisco County pursuant to Section 13.1 of the Supply Contract, which designates the state or federal courts sitting in San Francisco, California as the exclusive forum for disputes arising out of or relating to the Supply Contract.

FACTUAL ALLEGATIONS

TUS and RWE Enter Into a Multi-Year Supply Contract

11. Upon information and belief, TUS, seeking a reliable purchaser for its U.S.-manufactured, high-efficiency solar modules, entered into discussions with RWE, a developer of

large-scale renewable energy projects (such as solar and wind farms) that support the U.S. electrical grid.

12. In July 2023, TUS and RWE entered into a multi-year Supply Contract, pursuant to which TUS would supply a specified volume of "MW DC" per quarter throughout the initial five-year term from TUS's automated solar module manufacturing facility (the "Facility") once it was completed and ready to manufacture the Products.[1] This was a long-term contract and partnership that could be renewed after the initial five years.[2]

TUS Assigns the Supply Contract to G1

13. Effective July 24, 2024, TUS assigned the Supply Contract to G1 pursuant to the First Amendment to the Supply Contract. Although TUS retained a limited obligation to return the "production reservation fee" to RWE under certain circumstances, G1 assumed the other obligations of the Supply Contract.

RWE Fails to Meet Its Contractual Obligations

14. Under Sections 6 and 7 and Schedule B of the Supply Contract, RWE agreed to purchase certain MW DC of Products each quarter for an initial five-year term. Specifically, the parties agreed that RWE would make two pre-payments (90 and 30 days before each quarter's shipment), G1 would manufacture the Products and make them available for pickup at the Facility, and then RWE would make a final post-delivery payment (30 days after delivery).

15. Initially, RWE complied with its obligations and made its pre-payments as required for the first three quarters of 2025. But RWE failed to make post-delivery payments for the first and second quarters, as required by Sections 6.1 and 6.2. And although RWE initially

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[1] "MW DC" (megawatts direct current) is a standardized unit used to quantify the total power output capacity of solar modules, measured according to the direct current generated by such modules. The Supply Contract obligated RWE to purchase solar modules with an aggregate power output capacity specified in MW DC, irrespective of the output capacity of any individual module. The use of "MW DC" as the contractual metric, rather than specifying a number of modules, provides clarity and uniformity regarding the total energy capacity to be delivered, independent of the size or wattage of the individual modules.

[2] RWE paid a production reservation fee to secure Products that were not scheduled for manufacture or delivery until 2025. RWE received the benefit of a fixed cost and a price maximum, while TUS—and later G1—obtained a five-year commitment from RWE to purchase the output from one of its facilities.

picked up some of the Products, it ceased picking up any Products around June 2025.[3]

16. In addition, RWE has completely abandoned its pre-payment obligations even though nearly $100 million of such payments have come due.[4]

17. RWE has also breached the Supply Contract by failing to pick up additional Products. G1 made available for pickup at least four containers of Products, which have been available for RWE's pickup since October 28, 2025. Despite G1's notifications, RWE has refused to take delivery—in further breach of its obligations under the Supply Contract.[5]

18. Throughout, G1 has fulfilled its contractual obligations. G1 completed development of the Facility, which was commissioned on March 8, 2025.[6] G1 manufactured the Products and promptly made them available for RWE to take delivery each quarter after the notification required by the Supply Contract. With over four years remaining on the Supply Contract, payments are due for over 16 additional quarters. G1 remains willing, able, and prepared to continue manufacturing and delivering the Products for the remainder of the Supply Contract term.

RWE Wrongfully Terminates the Supply Contract Based on Contrived Allegations of Breach

19. Upon information and belief, at some point and for some reason, RWE became unwilling to fulfill its contractual obligations as set forth in the Supply Contract. Rather than honoring the terms it had negotiated, and accept and pay for the Products, RWE undertook a deliberate course of conduct aimed at manufacturing alleged breaches by G1 to create a pretext for its improper and unjustified termination of the Supply Contract.

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[3] In July 2025, the parties negotiated an alternative payment arrangement for the outstanding amounts for the first two quarters of 2025, after which RWE picked up the Products.

[4] As of the date of this complaint, RWE owes approximately $123.5 million in unpaid payment obligations. Pursuant to Section 6.5 of the Supply Contract, RWE's parent company, RWE Aktiengesellschaft ("RWE AG"), executed a Buyer Affiliate Guaranty guaranteeing RWE's payment obligations under the Supply Contract up to $100 million. On January 3 and January 21, 2026, G1 sent RWE AG written demands seeking payment for all overdue invoices. G1 reserves all rights to bring an appropriate action against RWE AG to recover payment for overdue invoices.

[5] Because RWE did not provide a notice of rejection to G1 within seven days, the Products are deemed accepted by it under Section 8.1 of the Supply Contract.

[6] Pursuant to the Second Amendment to the Supply Contract, the facility commissioning date was April 1, 2025—the first day of the calendar month immediately following the commissioning.

20. In June and July 2025, RWE sent G1 two notices of breach, alleging that G1 had breached certain provisions of the Supply Contract related to Products specifications, audit reports, confidentiality, and surety bonds (the "Breach Notices").[7] G1 promptly responded, refuting each of RWE's baseless allegations and demonstrating its full compliance with its contractual obligations. G1 also notified RWE that RWE was in breach of the Supply Contract for nonpayment and failure to pick up the Products.

21. On December 19, 2025, RWE purported to terminate the Supply Contract (the "Termination Letter"). The Termination Letter reiterated the same fabricated breaches from the Breach Notices, claiming a right to terminate the Supply Contract based on G1's alleged failure to cure. Two days later, G1 promptly advised RWE that it had no valid basis to terminate the Supply Contract and that its Termination Letter constituted a wrongful termination and repudiation of the Supply Contract.[8]

22. To be clear, RWE's allegations of breach by G1 are nothing more than pretext for its wrongful termination. For example, RWE cannot credibly assert that G1 failed to meet "defined and agreed upon Specifications" for the Products. As a threshold flaw, there are no defined or agreed-upon Products specifications set forth in the Supply Contract. Rather, pursuant to Section 1.30 of the Supply Contract, **G1** was to provide the specifications for the Products, from time to time, including the maximum wattage of the module. As the factual record will show, G1 did just that and G1 manufactured and delivered Products meeting those Specifications.

RWE's Breach and Anticipatory Breach Cause G1 to Suffer Significant Losses

23. RWE's wrongful termination of the Supply Contract constitutes a repudiation and anticipatory breach that has caused, and will continue to cause, G1 to suffer significant financial harm. The Supply Contract is a multi-year agreement with more than four years remaining pursuant to which RWE committed to buy a significant volume of solar modules.

24. In addition to its anticipatory breach, RWE has breached the Supply Contract by

[7] RWE's allegations in these Breach Notices form the basis of its Complaint against G1. G1 will respond in full to RWE's Complaint to the extent required by applicable law.

[8] Since RWE unequivocally repudiated the Supply Contract, G1 is absolved from the notice and cure periods therein.

failing to pick up at least four containers of Products that were made available for pickup by G1 and have been available for pick up since October 28, 2025. Pursuant to Section 7.4 of the Supply Contract, G1 is entitled to liquidated damages for RWE's failure to pick up the Products. Specifically, Section 7.4 provides that if RWE "delay[s] the pick-up of Products . . . for a period of seven (7) consecutive calendar days after having been notified that such Products are available for pick-up . . . [RWE] shall pay [G1] liquidated damages for such delay," calculated at a rate of $500 per megawatt per day of the delay.

25. G1 reserves the right to amend its Cross-Complaint to the extent RWE continues to fail to perform its obligations under the Supply Contract.

26. G1 has fully performed, and can continue to perform, its obligations under the Supply Contract. RWE's breaches and repudiation have deprived G1 of the benefit of its bargain and caused damages in an amount to be proven at trial.

FIRST CAUSE OF ACTION

(Declaratory Judgment—Wrongful Termination)

27. G1 incorporates and realleges by reference all of the preceding allegations.

28. An actual controversy has arisen and now exists between G1 and RWE concerning RWE's ability to terminate the Supply Contract.

29. On or around July 12, 2023, TUS and RWE entered into the Supply Contract. G1 assumed the Supply Contract, with the exception of an obligation to return a production reservation fee under limited circumstances, on July 24, 2024.

30. By entering into the Supply Contract, RWE expressly agreed to abide by its terms.

31. Through the issuance of the Termination Letter, RWE unequivocally stated that it would not perform its obligations under the Supply Contract.

32. RWE had no authority or excuse to fail to perform its obligations under the Supply Contract.

33. G1 has performed its obligations under the Supply Contract. But for RWE's repudiation, G1 was ready, able, and willing to perform as required under the Supply Contract.

34. Under California Code of Civil Procedure § 1060, G1 is therefore entitled to a

declaration that RWE has wrongfully attempted to terminate the Supply Contract.

SECOND CAUSE OF ACTION

(Breach of Contract—Anticipatory Breach)

35. G1 incorporates and realleges by reference all of the preceding allegations.

36. On or around July 12, 2023, TUS and RWE entered into the Supply Contract. G1 assumed the Supply Contract, with the exception of an obligation to return a production reservation fee under limited circumstances, on July 24, 2024.

37. G1 has performed its obligations under the Supply Contract.

38. By entering into the Supply Contract, RWE expressly agreed to abide by its terms.

39. As set forth above, RWE has wrongfully attempted to terminate the Supply Contract and has indicated that it does not intend to perform its obligations under the Supply Contract.

40. As a result of RWE's anticipatory breach of the Supply Contract, G1 has suffered, and will continue to suffer damages in an amount to be proved at trial.

THIRD CAUSE OF ACTION

(Breach of Contract—Failure to Pick Up the Products)

41. G1 incorporates and realleges by reference all of the preceding allegations.

42. On or around July 12, 2023, TUS and RWE entered into the Supply Contract. G1 assumed the Supply Contract, with the exception of an obligation to return a production reservation fee under limited circumstances, on July 24, 2024.

43. G1 has performed its obligations under the Supply Contract.

44. By entering into the Supply Contract, RWE expressly agreed to abide by its terms.

45. As set forth above, RWE has materially breached the Supply Contract by failing to pick up the Products in violation of Section 7.4.

46. As a result of RWE's breaches of the Supply Contract, G1 has suffered, and will continue to suffer damages in an amount to be proved at trial. Pursuant to Section 7.4 of the

Supply Contract, G1 seeks liquidated damages as compensation for the damages caused by RWE's breach.[9]

PRAYER FOR RELIEF

WHEREFORE, G1 requests the following relief and prays that this Court enter judgment in its favor and against RWE as follows:

47. Declaratory judgment that RWE has wrongfully terminated the Supply Contract;

48. An order granting G1 general, special, and liquidated damages incurred as a result of RWE's breach and/or anticipatory breach;

49. Interest at the maximum legal rate on all sums awarded;

50. Attorneys' fees and/or costs in the maximum amount permitted and/or provided for by law or contract; and

51. Such other and further relief as this Court deems just and proper.

DEMAND FOR JURY TRIAL

52. G1 requests a trial by jury on the Second and Third Causes of Action of this Cross-Complaint.

DATED: January 22, 2026

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

By: /s/ *Emily A. Haffner*
EMILY A. HAFFNER
Attorneys for Cross-Claimant T1 G1 Dallas Solar Module (Trina) LLC, F/K/A Trina Solar US Manufacturing Module 1, LLC

[9] In the event G1 is unable to recover full payment for all unpaid invoices from RWE's parent, RWE AG (*see supra* note 4), G1 reserves the right to amend this complaint to seek relief from RWE.