Plaintiff, Arkansas Public Employee Retirement System ("APERS or "Plaintiff"), on behalf of itself and all others similarly situated, by and through its undersigned attorneys, alleges the following based upon knowledge, with respect to its own acts, and based upon facts obtained through the investigation by its counsel.

I. NATURE OF THE ACTION

1. This is a class action on behalf of all persons or entities who purchased or otherwise acquired the common stock of GT Solar International, Inc. ("GT Solar or the "Company") pursuant or traceable to the Company's false and misleading registration statement filed on form S-1/A filed on July 23, 2008 and prospectus filed on Form S-1/A on July 24, 2008 (the "Prospectus") (collectively, the "Registration Statement") issued in connection with its July 24, 2008 initial public offering ("IPO"), for violations of the Securities Act of 1933 (the "Securities Act").
2. GT Solar caused the Registration Statement to be filed with the SEC in connection with, and for the purpose of, selling up to 30.3 million shares of GT Solar common stock owned by defendant GT Solar Holdings, LLC ("GT Holdings"). On July 24, 2008, GT Solar consummated the IPO of 30.3 million shares at $16.50 per share for net proceeds of $500 million, pursuant to the Registration Statement (the "Offering"). The proceeds from the Offering were distributed by GT Holdings to its shareholders.

3. As detailed herein, the Registration Statement failed to disclose that GT Solar’s principal customer, LDK Solar Co., Ltd. ("LDK"), which accounted for 62% of the Company’s revenue during the fiscal year ended March 31, 2008, was likely to cease ordering and purchasing DSS Furnaces, GT Solar’s most profitable product, from GT Solar, and that LDK had decided to enter into a three year contract to purchase multicrystalline and noncrystalline furnaces from the Company’s competitor JYT Corporation ("JYT"). The Registration Statement also failed to disclose that GT Solar’s leading role as a manufacturer of DSS furnaces faced an imminent challenge from JYT, which had developed a DSS furnace with a substantially larger ingot capacity and without the product defects contained in GT Solar’s furnaces.

4. This failure to disclose material adverse information regarding GT Solar’s core business followed months of internal discussions at GT Solar that GT Solar’s customers were looking elsewhere for DSS furnaces because of GT Solar’s product defects and poor customer service record. However, the fact that LDK, GT Solar’s leading customer, was seriously considering alternative suppliers and would ultimately purchase furnaces from one of GT Solar’s competitors instead was only revealed to the investing public on July 25, 2008, mere hours after GT Solar’s IPO, which netted GT Solar over $500 million,
when LDK announced that it would purchase DSS furnaces from JYT, and that LDK had
granted the exclusive right by JYT in purchasing and using this new equipment for the
contract period.

5. On this news, GT Solar’s stock price declined to as low as $9.30 per share before
closing at $12.59 per share on July 25, 2008, losing close to 24% of its value in only its
second day of trading.

II. BACKGROUND

A. The Company

6. GT Solar provides technology, turnkey, and equipment solutions to companies
involved in the solar photovoltaic (“PV”) industry. Its products are used to manufacture
PV wafers, cells, and modules, and polysilicon. Its principal products are directional
solidification systems (“DSS”) furnaces, chemical vapor deposition (“CVD”) reactors,
and related equipment. DSS furnaces melt polysilicon and cast multicrystalline ingots
from which solar wafers are made. CVD reactors are used to react gases at high
temperatures and pressures to produce polysilicon, the primary raw material used in solar
cells. As of September 27, 2008, GT Solar employed 285 people at its headquarters in
Merrimack, New Hampshire, 54 people at a facility in Missoula, Montana, and 33 people
at a facility in China. Over 85% of the company’s shipments are exported to countries
around the world such as Germany, Spain, China, Taiwan, and Korea.

B. The Importance of DSS Furnaces to GT Solar’s Business

7. Sales from DSS furnaces comprised a crucial portion of GT Solar’s business and
profitability, as is made clear in the Prospectus:

A significant portion of our operating profits has historically been derived
from sales of DSS units, with DSS sales accounting for 72% of our
revenue in the fiscal year ended March 31, 2006 (on a combined basis), 85% of our revenue in the fiscal year ended March 31, 2007 and 86% of our revenue in the fiscal year ended March 31, 2008. (Emphasis added).

8. The importance of DSS sales is also prominently disclosed in the Registration Statement, which stated that “polysilicon products and DSS unit sales generally generate a higher gross margin than sales of other GT Solar equipment.

9. GT Solar’s prospects for its sales of DSS Furnaces during the calendar year 2009 were an important factor in the determination as to the price at which GT Solar shares would be sold in the IPO. As was stated in the Prospectus:

   The IPO valuation relied on an earnings multiple applied to projected earnings for Calendar Year 2009. . . We believe that the underwriters considered the following factors important in their determination to use the projections for Calendar Year 2009 as the basis of the IPO valuation:

   - **Roll-out of the DSS-450.** As of November 30, 2007, we had only recently started to ship DSS-450 furnaces, which are based on our DSS-240 model but are able to produce larger ingots. As of November 30, 2007, we had not received any customer acceptances for DSS-450 furnaces. In the fourth quarter of the fiscal year ended March 31, 2008, we had received acceptances for 73 DSS-450 furnaces.

10. GT Solar further touted itself as a leader in the DSS furnace industry, falsely and misleadingly stating that its strengths include:

   *Leading market position in specialized furnaces essential for the production of multicrystalline solar wafers.* We believe our DSS units are the most widely used furnace for casting multicrystalline ingots in the solar industry. From October 2006 through September 2007, we delivered 228 DSS units with aggregate annual production capacity of 706 MW, which we believe represents over half of the total estimated multicrystalline wafer manufacturing capacity installed during 2007. Solar cells made using multicrystalline wafers represented approximately 49% of all solar cells produced in 2007 according to Solarbuzz. (Emphasis added).
11. GT Solar additionally falsely and misleadingly stated that it had strong customer retention:

_**Large installed base of PV equipment.**_ Since 2004 we have delivered over 620 DSS units. **We believe our installed base of DSS units and other PV equipment promotes recurring sales of additional equipment** because of the high switching costs associated with changing equipment suppliers. In addition, we believe our large installed base will support higher sales of parts and service in the future as our customers’ machines age. (Emphasis added).

12. While claiming to be an industry leader in providing DSS furnaces, GT Solar falsely and misleadingly minimized the importance of competition, stating:

_**PV equipment and services.** We believe our DSS unit is a market leading product.** Our principal competitor with respect to this product is ALD Vacuum Technologies AG as well as a number of other smaller furnace manufacturers. (Emphasis added).

C. **GT Solar’s Relationship with LDK**

13. Beginning in June 2005, GT Solar entered into a number of equipment and technology purchase contracts with LDK. The importance of LDK’s relationship with GT Solar grew over the years and became a significant source of the Company’s revenue and income. For the fiscal year ending March 31, 2008, LDK accounted for 62% of GT Solar’s revenue. Importantly, this marked the first year in the Company’s history that GT Solar turned a profit.

14. The Registration Statement and Prospectus issued in connection with the IPO contained a description of GT Solar’s business and operations, including discussions of the Company’s customers and principal sources of revenues, reiterating the importance of maintaining LDK as its top customer:

_In any one year, we typically have a small number of customers, with any one customer representing a significant percentage of our total revenue . . . During the fiscal year ended March 31, 2008, one_
customer, LDK Solar Co. Ltd., accounted for 62% of our revenue. No other customer accounted for more than 10% of our revenue in each of the fiscal years ended March 31, 2006, 2007 and 2008. (Emphasis added).

15. At the time of the IPO, LDK was in the process of completing an expansion plan that included the construction of two new plants in Xinyu city in China and projected increased production capacity for the last half of 2008 and 2009.

16. For its expansion plans, LDK relied on DSS furnaces made by GT Solar, and on April 7, 2008, LDK stated in its 2007 Annual Report, filed on Form 20-F with the SEC that its “current equipment purchase orders and commitments are sufficient to support our production expansion to production capacity objectives for 2008 and 2009.

17. As of December 31, 2007, LDK’s current equipment purchase orders included 285 DSS furnaces. As part of a purchase contract with GT Solar for DSS furnaces, LDK had paid non-refundable deposits, as explained in LDK’s Form 20-F filed with the SEC on April 7, 2008:

The $566.5 million of non-cancelable purchase obligations relating to equipment . . . included an aggregate amount of $117.2 million in purchase obligations to HCT Shaping for wafering wire saws and squarers to be delivered during 2008 and 2009, and $278.6 million in purchase obligations to GT Solar primarily for DSS furnaces to be delivered in 2008 and 2009. (Emphasis added).

18. The relationship between LDK and GT Solar included additional cooperative activities, as indicated in LDK’s 2007 Annual Report: “We are engaged in research and development efforts in collaboration with GT Solar to increase the number of wafers that can be produced per standard ingot of 270 kilograms by 15%.” (Emphasis added).

19. This close business relationship between LDK and GT Solar and LDK’s pre-existing orders for DSS furnaces from GT Solar was highlighted in the Registration
Statement. These statements led investors into believing that the relationship between

LDK and GT Solar was solid and that there was no material threat to it. In particular, the

Registration Statement falsely and misleadingly disclosed:

_large installed base of PV equipment._ Since 2004 we have delivered over
620 DSS units. **We believe our installed base of DSS units and other PV equipment promotes recurring sales of additional equipment**

because of the high switching costs associated with changing equipment suppliers. In addition, we believe our large installed base will support higher sales of parts and service in the future as our customers’ machines age. (Emphasis added).

D. _The Truth is Revealed_

20. On July 25, 2008, **within hours of the completion of GT Solar’s IPO** (at 3:15am Eastern Time), LDK publicly announced that it had entered into a contract with JYT to purchase larger capacity DSS furnaces from JYT until at least 2010. Specifically, LDK Solar’s press release, entitled “LDK Signs Contract to Purchase JYT Furnace,” stated in part:

LDK Solar Co., Ltd (“LDK Solar”), a leading manufacturer of multicrystalline solar wafers, announced today that it has signed a contract to purchase production equipment from China-based JYT Corporation.

Under this contract, LDK Solar will purchase furnaces used in the manufacturing of multicrystalline and monocrystalline ingots for installation in its manufacturing facilities in Xinyu City. With the world’s largest current ingot leading capacity of 800 KG, LDK Solar expects these furnaces to reduce the Company’s electricity consumption and capital expenditures, while increasing production efficiency. Delivery will commence in 2008, and extend through 2010. LDK Solar is granted the exclusive right by JYT in purchasing and using this new equipment for the contract period. With this additional equipment, LDK Solar expects to reach 3.2 GW of annualized wafer capacity in 2010.

21. On this news, GT Solar’s stock price declined to as low as $9.30 per share before closing at $12.59 per share on July 25, 2008, losing close to 24% of its IPO value in its
second day of trading, the volume of which almost fifteen times the average trading volume of GT Solar’s shares since then.

22. Later that day, GT Solar issued its own press release, which lacked any indication of surprise at LDK’s announcement. Instead, GT Solar merely stated that it would “continue to negotiate with LDK.

III. JURISDICTION AND VENUE

23. The claims asserted herein arise under and pursuant to §§ 11, 12(a)(2) and 15 of the Securities Act, 15 U.S.C. §§77k, 77l(a)(2), and 77o.

24. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1331 and §22 of the Securities Act, 15 U.S.C. § 77v.

25. Venue is proper in this District pursuant to 28 U.S.C. §1391(b), because the GT Solar defendants maintain an office in this District and many of the acts and practices complained of herein occurred in substantial part in this District. GT Solar’s principal executive offices are located at 243 Daniel Webster Highway, Merrimack, New Hampshire.

26. In connection with the acts alleged in this complaint, Defendants, directly or indirectly, used the means and instrumentalities of interstate commerce, including, but not limited to, the mails, interstate telephone communications and the facilities of the national securities markets.

IV. PARTIES

A. Plaintiff

27. Lead Plaintiff APERS acquired the common stock of GT Solar pursuant to the IPO. As set forth in the Certification it filed with its motion to be appointed Lead
Plaintiff, APERS purchased GT Solar securities at artificially inflated prices and suffered damages when revelation of the true facts about the Company caused a decline in the value of its investments. APERS’ purchases of GT Solar’s securities are traceable to the Registration Statement.

B. GT Solar Defendants

28. Defendant GT Solar is a Delaware corporation with its executive offices and principal place of business in Merrimack, New Hampshire, and is the issuer of the GT Solar stock within the meaning of the 1933 Act.

29. Defendant Thomas M. Zarrella ("Zarrella") was appointed Chief Executive Officer and a director of GT Solar in April 2007. Zarrella joined GT Solar as President and Chief Operating Officer in August 2004. Zarrella signed the false and misleading Registration Statement.

30. Defendant J. Bradford Forth ("Forth") has served as a director of GT Solar since March 2006 and as Chairman of the Board since January 2007. Forth has been a partner at GFI Energy Ventures LLC ("GFI") since he joined the firm in March 2006. Forth signed the false and misleading Registration Statement.

31. Defendant Ernest L. Godshalk ("Godshalk") has served as a director of GT Solar since July 2006. Godshalk signed the false and misleading Registration Statement.

32. Defendant J. Michal Conaway ("Conaway") has served as a director of GT Solar since May 2008. Conaway signed the false and misleading Registration Statement.

33. Defendant Fusen E. Chen ("Chen") has served as a director of GT Solar since May 2008. Chen signed the false and misleading Registration Statement.
34. Defendant Richard K. Landers ("Landers") has served as a director of GT Solar since March 2006. Landers is a founding partner of GFI. Landers signed the false and misleading Registration Statement. Landers is also one of the representatives of GFI on the four person management committee which controls the OCM/GFI Power Opportunities II, L.P. and OCM/GFI Power Opportunities II (Cayman) L.P. (collectively the "OCM/GFI Funds"), which is the managing member of GT Holdings. Through that position, he controls, directly or indirectly, GT Solar.

35. Defendant Robert W. Woodbury, Jr. ("Woodbury") was appointed Chief Financial Officer of GT Solar in January 2008. Woodbury signed the false and misleading Registration Statement.

36. Defendant Edwin L. Lewis ("Lewis") was appointed Vice President and General Counsel of GT Solar in November 2007 and was appointed Secretary of GT Solar in February 2008. Lewis signed the false and misleading Registration Statement.

37. Defendant Richard E. Johnson ("Johnson") is the Vice President, Finance and Corporate Controller (principal accounting officer) of GT Solar. Johnson signed the false and misleading Registration Statement.

38. The Defendants referenced above in ¶¶ 29-34 are referred to herein as the "Director Defendants.

39. The Defendants referenced above in ¶¶ 29-37 are referred to herein as the "Individual Defendants.

C. Underwriter Defendants

40. Defendant Credit Suisse Securities (USA) LLC ("Credit Suisse") operates as an investment bank in the United States. Its businesses include securities underwriting, sales
and trading, investment banking, private equity, alternative assets, financial advisory services, investment research, and asset management. Credit Suisse acted as an underwriter in the sale of GT Solar’s securities and acted as financial advisor to GT Solar in connection with the IPO, helping to draft and disseminate the Offering documents.

41. Defendant UBS Securities LLC (“UBS”) is the US investment banking and securities arm of UBS Investment Bank. UBS Investment Bank provides a range of financial products and services worldwide. UBS acted as an underwriter in the sale of GT Solar’s securities and acted as financial advisor to GT Solar in connection with the IPO, helping to draft and disseminate the Offering documents.

42. Defendant Banc of America Securities LLC (“Banc of America”) is the investment banking arm of Bank of America. Banc of America offers trading and brokerage services; debt and securities underwriting; debt and equity research; and advice on public offerings, leveraged buyouts, and mergers and acquisitions. Banc of America acted as an underwriter in the sale of GT Solar’s securities and acted as financial advisor to GT Solar in connection with the IPO, helping to draft and disseminate the Offering documents.

43. Defendant Deutsche Bank Securities Inc. (“Deutsche Bank”) is the United States investment banking and securities arm of Deutsche Bank. Deutsche Bank provides investment banking products and services. Deutsche Bank acted as an underwriter in the sale of GT Solar’s securities and acted as financial advisor to GT Solar in connection with the IPO, helping to draft and disseminate the Offering documents.

44. Defendant Piper Jaffray & Co. (“Piper”) is an international middle-market investment bank and institutional securities firm. Piper acted as an underwriter in the sale
of GT Solar’s securities and acted as financial advisor to GT Solar in connection with the IPO, helping to draft and disseminate the Offering documents.

45. Defendant Thomas Weisel Partners LLC (“Thomas Weisel”) is an investment bank specializing in the growth sectors of the economy, including the technology, healthcare and consumer sectors. Thomas Weisel acted as an underwriter in the sale of GT Solar’s securities and acted as financial advisor to GT Solar in connection with the IPO, helping to draft and disseminate the Offering documents.

46. Defendants Credit Suisse, UBS, Banc of America, Deutsche Bank, Piper and Thomas Weisel are collectively referred to herein as the “Underwriter Defendants.”

47. As underwriters, the Underwriter Defendants negotiated the initial public offering price of GT Solar shares and solicited and sold shares to investors. According to GT Solar’s Form 424B4, filed with the SEC, the Underwriter Defendants “offer[ed] the shares of common stock initially at the public offering price on the cover page of this [the Prospectus] and to selling group members at that price less a selling concession of $0.5940 per share.

D. Venture Capital Firm Defendants

48. Defendant GT Holdings is a Delaware corporation with a principal place of business in Los Angeles, California. Prior to the IPO, GT Holdings owned 142,290,000 shares of GT Solar’s common stock, representing a 99.9% voting interest in GT Solar. Upon completion of the IPO, GT Holdings continued to own or control common stock representing, in the aggregate, a 78.3% voting interest in GT Solar. GT Holdings is controlled by investment funds managed by the defendants GFI and Oaktree Capital Management, L.P. (“Oaktree”).
49. Defendant GFI Energy Ventures is a Delaware corporation with a principal place of business in Los Angeles, California. GFI is a private equity investment firm focused on the energy sector. GFI manages investment funds that, along with investment funds managed by Oaktree, own and control the Defendant GT Holdings.

50. Defendant Oaktree Capital Management is a Delaware corporation with a principal place of business in Los Angeles, California. Oaktree is a global alternative and non-traditional investment manager. Oaktree manages investment funds that, along with investment funds managed by GFI, own and control the Defendant GT Holdings.

51. Defendants OCM/GFI Power Opportunities II, L.P. and OCM/GFI Power Opportunities II (Cayman) L.P. (collectively the “OCM/GFI Funds”) are investment funds managed by GFI and Oaktree. The OCM/GFI Funds are the managing member of GT Holdings.

52. The Defendants referenced above in ¶¶ 48-51 are referred to herein as the “Venture Capital Firm Defendants.

53. Collectively, the Venture Capital Firm Defendants beneficially owned 99.9% and 78.3% of the shares of GT Solar immediately before and after the IPO, respectively. Directors and partners of the Venture Capital Firms comprised one-third of the GT Solar Board of Directors.

V. PLAINTIFF’S INVESTIGATION AND CONFIDENTIAL SOURCES

54. Plaintiff’s allegations are based, in part, upon information provided by several former employees of GT Solar with knowledge of the Company’s sales, contracts, customer service, and DSS furnace construction. These former employees include, but are not limited to, the following confidential witnesses:
55. Confidential Witness No. 1 ("CW1") was a Senior Technical Writer at GT Solar from April 2008 through September 2008. CW1 reported to Dr. P.S. Raghavann ("Raghavan"), the Senior Technologist responsible for the process of the DSS furnace. Raghavan reported to Chief Technologist Chandra Khattak, who in turn reported to CEO Zarella. CW1 wrote installation, maintenance, and user manuals for the DSS furnaces. In that capacity, CW1 collaborated with Research and Development, Manufacturing Engineering, and Electrical Engineering. CW1 explained that prior to the IPO, there was much concern in the Engineering Department about hardware breaking, causing a need for repairs in the field, which led to complaints from field service personnel. Such hardware problems included defective bolts breaking on the DSS 450 furnace, prompting a Technical Service Bulletin drafted by CW1 in April or May of 2008 to be sent to furnace purchasers, which was altered in circumvention of company policy to hide the fact that the bolts were defective.

56. Confidential Witness No. 2 ("CW2") was an Electrical System Technician at GT Solar from November 2004 through December 2007. In that capacity, CW2 worked as a vacuum technician and monitored the progress of cycles and the crystal growth process using vacuum furnaces. CW2 also assisted in quality control of vacuum systems, such as maintenance, troubleshooting, and repair. CW2 reported that information about new contracts and/or orders were posted on GT Solar’s web server and on a bulletin board.

57. Confidential Witness No. 3 ("CW3") was a Product Development Manager in GT Solar’s Electrical Engineering Department from September 2007 through August 2008. CW3 reported to Kourosh Kamshad, the Vice President of Engineering at GT Solar, who in turn reported to CEO Zarella. CW3 explained that CW3 was hired because GT Solar
had problems with their furnaces, and CW3 came from a background of helping Fortune 500 Companies, such as Johnson & Johnson with problem products. CW3 was directly involved in design standards, procurement, manufacturing, maintenance and installation of the DSS furnace and their ancillary equipment, and was involved with implementing standards to assist GT Solar become compliant with safety codes. CW3 explained that GT Solar shipped furnaces that were not well-functioning and were not compliant with safety codes, facts that clients were aware of. CW3 also explained that prior to the IPO, a presentation reviewed by senior management, including Zarella and the Board of Directors, was delivered to other GT Solar employees (including CW3), that indicated JYT was growing and threatening GT Solar’s business.

58. Confidential Witness No.4 ("CW4") was a Manufacturing/Operations Manager at GT Solar from the beginning of 2006 through July 2007. CW4 reported directly to Charles Hagopian ("Hagopian"), GT’s Vice President of Customer Support, who reported directly to CEO Zarella. CW4 explained that CW4 was let go in 2007 because CW4 pushed upper management to make safety and product changes to the furnaces. CW4 stated that GT Solar’s furnaces were “ticking time bombs” because of defects. CW4 further reported that GT Solar employees in production and engineering raised concerns that LDK was “upset with GT Solar’s products. CW4 also spoke directly with Hagopian about his concerns with sending poor-quality furnaces to LDK. Since CW4’s departure from GT Solar, CW4 has remained in close contact with employees of GT Solar, has worked with a company that supplies parts to GT Solar, and remains in contact with several of GT Solar’s vendors.
59. Confidential Witness No. 5 ("CW5") was a Field Service Engineer for GT Solar from March 2005 through February 2006. CW5 installed turnkey solar manufacturing equipment on-site and served as a customer contact on service, spare parts and also performed maintenance training. CW5 reported directly to the Vice President of Customer Support, Charles Hagopian, and worked alongside CW4, who was brought in to supervise the job site. CW5 explained that there were "all kinds of problems with GT Solar's products, and everyone in the field knew it." CW5 estimated that half of the equipment CW5 installed did not work, and GT Solar was not helpful to clients who had problems. CW5 also explained that LDK was looking around the industry to buy furnaces from other companies, and that other companies were trying to "scoot around GT Solar by purchasing equipment from a supplier other than GT Solar.

60. Confidential Witness No. 6 ("CW6") was an Electronics/Mechanical Engineer at GT Solar from April 2006 through November 2007 in its Merrimack, New Hampshire plant. CW6 built and disassembled cabling on silicon furnaces, pumps and transformers. CW6 reported to Jim Moody, then to the Plant Manager, Don Maurice. CW6 explained that GT Solar was making furnaces with old or mixed parts which made their problems (the potential for cracking) even worse. CW6 further explained that there was a letter put in the assembly room by GT Solar's attorneys warning them not to talk about problems with the DSS furnaces. CW6 said that at the bottom of the bulletin was the saying, "loose lips sink ships.

VI. CLAIMS FOR RELIEF UNDER THE SECURITIES ACT

61. As set forth above and below in greater detail, prior to and at the time of the IPO, GT Solar had reason to believe that it was losing its leading position as a supplier of DSS
furnaces and that it would fail to secure future orders from LDK, yet omitted these facts from the Registration Statement, which caused the statements contained in the Registration Statement to be materially untrue or to omit material facts necessary to make the statements therein not misleading.

A. Prior To and at The Time of The IPO, GT Solar Had Reason To Believe That It Was Losing Its Leading Position as A Supplier Of DSS Furnaces and That It Would Fail To Secure Future Orders for DSS Furnaces from LDK Solar.

1. GT Solar’s DSS Furnaces

62. Despite GT Solar’s claim that its DSS furnaces were a market-leading product, the Company should have known prior to and at the time of the IPO that its furnaces contained material flaws, the existence of which was concealed from the public. GT Solar also should have known that its furnaces faced strong competition from a higher-capacity furnace being produced by a competitor, that would affect its position as a market leader. Moreover, GT Solar’s DSS furnaces were riddled with product defects, leading many customers to search for alternative sources of these furnaces.

63. According to CW1, prior to the IPO, there was much concern in the Engineering Department about hardware breaking, causing a need for repairs in the field, which led to complaints from field service personnel. CW1 believed that GT Solar was trying to hide these issues from the public. Specifically, CW1 recalls bolts breaking on the DSS 450 furnace, yet a Technical Service Bulletin drafted by CW1 in April or May of 2008 to be sent to furnace purchasers was altered to hide the fact that the bolts were defective. The bulletin was altered by Raghavan and distributed with CW1’s name on it, circumventing the Document Control Manager in violation of Company policy.

64. According to CW5, one of GT Solar’s Field Service Managers, there were “all
kinds of problems with GT Solar’s products, and everyone in the field knew it. CW5 explained that none of the machines had serial numbers, which was a big problem because without serial numbers, engineers could not tell if they had worked on a furnace before, and if so, what was done. Therefore it was hard to diagnose repetitive problems, which frustrated CW5’s ability to effectively service the furnaces. CW5 recalled instances when CW5 would repair sets of GT Solar’s furnaces on site, only to have more defective furnaces arrive from GT Solar that CW5 would have to fix. CW5 stated that GT Solar was buying “crap” equipment from India and clients were very unhappy.

65. According to CW3, a Product Development Manager at GT Solar, GT Solar was shipping units that did not meet safety codes until March 2008. CW3 explained that a huge share of GT Solar’s product was shipped to China, and that clients in China, as well as clients in the United States and Taiwan, knew the furnaces had problems.

66. CW3 recalled many people talking about an explosion that occurred in Taiwan in December of 2006, which tarnished GT Solar’s reputation in the industry. CW3 also stated that GT Solar’s DSS furnaces were “constantly being fixed in the field, and his co-workers felt the quality was shoddy. CW3 explained that the main problem with the DSS furnace was an “overtemp” issue. The furnaces, says CW3, should have had a “Primary Temp” and an independent “Secondary Overtemp” to shut the system off when it would (possibly) crack under high thermal expansion. If a crack occurred, the combination of chemicals (silicon, gas, steam, and water) could easily cause an explosion at such high temperatures. According to CW3, the equipment design was the problem and GT Solar did not effectively try to resolve it, turning the furnaces turned into “ticking time bombs.
67. CW6, an Electronics/Mechanical Engineer, further described the Taiwan explosion, explaining that GT Solar was making furnaces with old or mixed parts, which made the furnace’s problems (the potential for cracking) even worse. After the Taiwan explosion, CW6 recalled there was a letter put in the assembly room by the attorney for GT Solar warning GT Solar employees not to talk about the explosion or any problems with the DSS furnaces. CW6 explained that this occurred around the time John McCain and Mitt Romney were going to be visiting the plant, and CW6 felt upper management wanted to make it seem like everything was fine even though many people were still talking about the safety of GT Solar’s products and the explosion in Taiwan. CW6 said that at the bottom of the bulletin was the saying, “loose lips sink ships.

68. CW3 further explained that the person who knew the most about the furnaces and was pushing management to fix the problems was Bernard Jones, who was fired from GT Solar in the spring of 2008, largely as a result of his pushing of management to fix these problems. CW4, a Manufacturing/Operations Manager at GT Solar, also confirmed that one of the head engineers who led the Research and Development department was Bernard Jones, who was referred to as “Dr. DSS” because he was very knowledgeable about the furnaces. CW4 stated that CW4 felt GT Solar was in big trouble when Jones was let go in the Spring of 2008 because of Jones’s expertise. CW6 also recalled that Jones was the only one pushing for a “real solution to GT Solar’s furnace problems, but that Jones was pushed out for objecting to upper management’s solutions as not safe.

69. CW4 further stated that CW4 was let go in 2007 because CW4 kept pushing upper management to make safety and product changes, such as putting serial numbers on the furnaces. CW4 said that senior management “did not want to hear about any
problems in the field. CW4 stated that the Company only cared about making sales, but did not have enough engineers to make the product well.

70. CW4 recalled corresponding by email with Hagopian, the Vice President of Customer Support, and also a manager in sales named Keith Matthei, telling them to slow down and make changes, but CW4’s suggestions were ignored. CW4 also spoke directly to Hagopian about his concerns with sending poor-quality furnaces to LDK. CW4 felt this eventually led to CW4’s being fired.

71. CW4 echoed CW3’s statement that GT Solar’s furnaces were “ticking time bombs,” with units behaving differently under similar circumstances which made them very hard to repair.

2. Loss of LDK Orders

72. In light of the critical importance to GT Solar of its sales of DSS furnaces, the corresponding critical importance of LDK Solar as a customer of GT Solar, and the cooperative research efforts between GT Solar and LDK, GT Solar needed to have frequent communications with LDK regarding sales and specifications of DSS furnaces and other products. Accordingly, GT Solar should have known that LDK was likely to cease ordering DSS furnaces from GT Solar and was likely to consider ordering them from a competitor.

73. According to CW2, as early as the summer of 2007, the Company had reason to believe that LDK was dissatisfied with GT Solar’s products and was considering alternative supply sources, including building its own systems. CW2 stated that CW2 heard from GT Solar’s sales department that LDK might switch to a different vendor. CW2 stated that a big contributor to GT Solar’s inability to retain customers was the
Green Energy explosion in Taiwan. CW2 explained that the news of the explosion spread like "fire in the wind" to GT Solar's customers.

74. CW5 further estimated that half the equipment CW5 installed did not work, and GT Solar was not helpful to clients who had problems. CW5 stated that Arumugam Vadivel, the Vice President of Sales, was "abrasive, arrogant, and unforgiving" to clients, including Green Energy and LDK.

75. CW5 stated that CW5's field service group (translators and drivers) often told CW5 that other companies were unhappy with GT Solar's product. CW5 stated that LDK was looking around the industry to buy furnaces from other people. Additionally, CW5 heard that other companies were trying to "scoot around GT Solar. For instance, CW5 described Solar Power Industries, in Pennsylvania, which cancelled orders and purchased equipment elsewhere because it was not satisfied with GT Solar's product and service.

76. CW4 worked primarily with Green Energy, a GT Solar client in Taiwan, which became upset with GT Solar and began purchasing equipment from one of GT Solar's competitors in 2007. Others in CW4's group at GT Solar spoke of LDK being unhappy with GT Solar, which led CW4 to believe LDK was looking elsewhere for equipment as well. When CW4 heard CW4's co-workers in Taiwan say that clients other than Green Energy were unhappy with GT Solar, CW4 brought it up to various people at GT Solar to find out whether or not LDK, specifically, was also having problems. CW4 recalled having various conversations with Hagopian during this time about this, and remembered one conversation when CW4 specifically told Hagopian that the fact the furnaces did not work correctly for Green Energy would also mean that they would pose a problem with
LDK. CW4 stated that GT Solar was having so many problems with its furnaces that LDK could not have been satisfied with the product.

77. According to CW3, for a long time GT Solar was one of the only manufacturers of the DSS furnace. CW3 felt that everyone knew JYT was “spinning up, or growing and was “300 lb. gorilla in the corner. CW3 stated CW3’s belief that LDK committed to JYT because LDK was looking for better quality, safety, and prices.

78. According to CW3, a power point presentation that focused on the threat of JYT was circulated within GT Solar by the Company’s marketing department prior to the IPO. The power point contained details about JYT furnace developments. Specifically, the developments included improvements that mirrored those suggested by CW3 for GT Solar. CW3 was given a copy of the power point presentation by Henry Chu, the marketing department head, who attended a meeting of the product team where the power point presentation was discussed. When asked further about the product team, CW3 stated that it met weekly and consisted of all upper management, including the Board of Directors and Zarella. CW3 stated that the presentation was being passed around before July 24th, 2008.

79. CW3 further described that employees at GT Solar were kept well-apprised of events at LDK because LDK’s Chief Technology Officer, Yuepeng Wan (“Wan”), who went to LDK from GT Solar, maintained close connections with people at GT Solar after his departure, particularly with Dr. P.S. Raghavan, head of Research and Development for GT Solar. Wan had worked at GT Solar as a senior applications engineer responsible for design and development of crystal growth furnaces from April 2000 to January 2005 and as research and development manager in charge of DSS furnace research and
B. The Untrue Statements of Material Fact in the Registration Statement

80. The Registration Statement, which was signed by the Individual Defendants, contained untrue statements of material fact or omitted to state material facts required to be stated therein or necessary to make the statements therein not misleading regarding, among other things, GT Solar’s role as a leading supplier of DSS furnaces and the imminent loss of business from LDK Solar. These false and misleading statements created the untrue impression that GT Solar had the leading DSS furnace product and would receive repeat orders from its current customers, including LDK.

81. The statement in the Registration Statement that GT Solar’s DSS furnaces are “a market leading product” was an untrue statement of material fact or omitted to state material facts required to be stated therein or necessary to make the statement therein not misleading because GT Solar failed to disclose that: (a) in reality, GT Solar’s DSS furnaces contained numerous defects; (b) GT Solar faced competition from a higher-capacity furnace being developed by JYT; and (c) GT Solar’s customers, including LDK, had begun looking to other companies to supply their DSS furnaces. The omission of these material facts created the false impression that GT Solar’s DSS furnaces held a solid position as a market leader, when the Company actually faced an imminent threat from a higher-capacity furnace.

82. The statement in the Registration Statement that GT Solar occupied a “[l]eadign market position in specialized furnaces” and that “our DSS units are the most widely used for casting multicrystalline ingots in the solar industry” was an untrue statement of material fact or omitted to state material facts required to be stated therein or necessary to
make the statement therein not misleading because GT Solar failed to disclose that: (a) GT Solar’s DSS furnaces contained numerous defects; (b) GT Solar faced competition from a higher-capacity furnace being developed by JYT; and (c) GT Solar’s customers, including LDK, had begun looking to other companies to supply their DSS furnaces. The omission of these material facts created the false impression that GT Solar faced no threat to its leading market position in the specialized furnace industry, when the Company actually faced an imminent threat from a higher-capacity furnace.

83. The statement in the Registration Statement that “our installed base of DSS units and other PV equipment promotes recurring sales was an untrue statement of material fact or omitted to state material facts required to be stated therein or necessary to make the statement therein not misleading because GT Solar failed to disclose that: (a) GT Solar’s DSS furnaces contained numerous defects; (b) GT Solar faced competition from a higher-capacity furnace being developed by JYT; and (c) GT Solar’s customers, including LDK, had begun looking to other companies to supply their DSS furnaces. The omission of these material facts created the false impression that GT Solar’s current customers, including LDK, would continue to be customers of GT Solar.

84. The statement in the Registration Statement that LDK accounted for 62% of GT Solar’s revenue in the fiscal year ended March 31, 2008 was an untrue statement of material fact or omitted to state material facts required to be stated therein or necessary to make the statement therein not misleading because GT Solar omitted the material fact that LDK was likely to cease ordering DSS furnaces, GT Solar’s most profitable product, from the Company in the immediate future. The omission of this material fact created the false impression that LDK would continue to be a customer of GT Solar. Had investors
known that GT Solar was facing the imminent loss of DSS furnace orders from its largest client, their confidence would have been severely shaken or non-existent.

VII. **NO SAFE HARBOR**

85. The statutory safe harbor under 15 U.S.C. § 77z-2, provided for forward-looking statements under certain circumstances, does not apply to any of the allegedly false statements pleaded in this Complaint.

VIII. **CLASS ACTION ALLEGATIONS**

86. Plaintiff brings this action as a class action pursuant to Federal Rules of Civil Procedure 23(a) and (b)(3) on behalf of a class consisting of all persons or entities who purchased or otherwise acquired GT Solar common stock pursuant or traceable to the Company’s false and misleading Registration Statement issued in connection with its IPO and who were damaged thereby (the “Class”). Excluded from the Class are Defendants and their affiliates; members of their immediate families and their legal representatives, heirs, successors or assigns; any entity in which defendants have or had a controlling interest; and the officers and directors of the Company, at all relevant times.

87. The members of the Class are so numerous that joinder of all members is impracticable as GT Solar has more than 30 million shares of stock outstanding. GT Solar stock is actively traded on the NASDAQ. While the exact number of Class members is unknown to Plaintiff at this time and can be ascertained only through appropriate discovery, Plaintiff believes that there are at least hundreds of members in the proposed Class. Record owners and other members of the Class may be identified from records maintained by GT Solar or its transfer agent and may be notified of the pendency of this action by mail, using the form of notice similar to that customarily used in
securities class actions.

88. Plaintiff’s claims are typical of the claims of the members of the Class as all members of the Class are similarly affected by Defendants’ wrongful conduct in violation of the federal securities laws and that is complained of herein.

89. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has no interests that are antagonistic to or in conflict with the interests of the Class as a whole, and Plaintiff has retained counsel competent and experienced in securities class action and complex litigation.

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

   (a) whether the Securities Act was violated by Defendants’ acts as alleged herein;

   (b) whether statements made by Defendants to the investing public in the Registration Statement misrepresented material facts about the business, operations and management of GT Solar; and

   (c) whether Defendants failed to include material facts in the Registration Statement and the Prospectus, making those filings materially untrue; and

   (d) to what extent members of the Class have sustained damages and the proper measure of damages.

91. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since joinder of all members is impracticable.

Furthermore, since the damages suffered by individual Class members may be relatively
small, the expense and burden of individual litigation make it impossible for members of
the Class to individually redress the wrongs done to them. There will be no difficulty in
the management of this action as a class action.

COUNT I

Violations of Section 11 of the Securities Act
Against Defendants GT Solar, the Individual Defendants,
and the Underwriter Defendants

92. Plaintiff repeats and realleges each of the allegations set forth above as if set forth
fully herein.

93. This Count is asserted against GT Solar, the Individual Defendants, and the
Underwriter Defendants for violations of Section 11 of the Securities Act, 15 U.S.C. §
77k, on behalf of all members of the Class who purchased or otherwise acquired GT
Solar securities issued in or traceable to the IPO.

94. Defendants’ liability under this Count is predicated on the negligence of each
Defendant in conducting the GT Solar IPO pursuant to the Registration Statement, which
contained untrue and misleading statements, omitted material facts necessary to make
those statements not misleading, and in failing to recognize and correct those
misstatements and omissions. This Count does not sound in fraud and is not based on
any knowing or reckless misconduct by Defendants. Any allegations of fraud or
fraudulent conduct and/or motive are specifically excluded from this Count. For
purposes of asserting this claim under the Securities Act, Plaintiffs do not allege that the
Defendants acted with scienter or fraudulent intent, or that Defendants’ liability under
this Count arises from any scienter or fraudulent intent, which are not elements of a
Section 11 claim.
95. The Registration Statement contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, as described above in ¶ 80-84.

96. GT Solar is the registrant for the IPO. As the issuer of the shares that were registered and sold, GT Solar is strictly liable to Plaintiff and members of the Class who purchased or otherwise acquired the GT Solar securities issued in or traceable to the IPO pursuant to the Registration Statement for the materially untrue and misleading statements and material omissions contained therein.

97. The Individual Defendants were executive officers and representatives of the Company who were responsible for the contents and dissemination of the Registration Statement. Further, the Individual Defendants signed the Registration Statement. As such, the Individual Defendants issued, caused to be issued, and participated in the issuance of the Registration Statement, which contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, as described above in ¶ 80-84. By reason of the conduct alleged herein, each of these Defendants violated Section 11 of the Securities Act.

98. As the senior officers of GT Solar, Defendants Zarella, Woodbury, and Lewis owed to the purchasers of the securities issued in the IPO the duty to make a reasonable and diligent investigation of the statements contained in the Registration Statement at the time it became effective to ensure that said statements were true and that there were no omissions of material fact which rendered the statements therein materially false and misleading. Defendants Zarella, Woodbury, and Lewis did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the
Registration Statement were true and without omissions of any material facts and were not misleading. Accordingly, Defendants Zarella, Woodbury, and Lewis acted negligently and therefore are liable to Plaintiffs and the other members of the Class who purchased GT Solar securities issued in or traceable to the IPO pursuant to the Registration Statement.

99. The Director Defendants were directors of GT Solar at the time the Registration Statement became effective, and signed the Registration Statement or consented to their inclusion therein. As such, the Director Defendants issued, caused to be issued, and participated in the issuance of the Registration Statement, which contained untrue statements of material fact and omitted other facts necessary to make the statements not misleading, as described above in ¶¶ 80-84.

100. As directors of GT Solar, each of the Director Defendants owed to the purchasers of the securities issued in the IPO the duty to make a reasonable and diligent investigation of the statements contained in the Registration Statement at the time it became effective to ensure that said statements were true and that there were no omissions of material fact which rendered the statements therein materially false and misleading. Each of the Director Defendants did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Registration Statement were true and without omissions of any material facts and were not misleading. Accordingly, each of the Director Defendants acted negligently and therefore is liable to Plaintiffs and the other members of the Class who purchased GT Solar securities issued in or traceable to the IPO pursuant to the Registration Statement.

101. As underwriters of the IPO, each of the Underwriter Defendants owed to the
purchasers of the securities issued in the IPO the duty to make a reasonable and diligent investigation of the statements contained in the Registration Statement at the time it became effective to ensure that said statements were true and that there were no omissions of material fact which rendered the statements therein materially false and misleading. Each of the Underwriter Defendants did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Registration Statement were true and without omissions of any material facts and were not misleading. Accordingly, each of the Underwriter Defendants acted negligently and therefore is liable to Plaintiffs and the other members of the Class who purchased GT Solar securities issued in or traceable to the IPO pursuant to the Registration Statement.

102. Plaintiffs and other members of the Class who acquired GT Solar securities in the IPO pursuant to the Registration Statement did not know of the negligent conduct alleged herein or of the facts concerning the untrue statements of material fact and omissions alleged herein, and could not have reasonably discovered such facts or conduct.

103. None of the untrue statements or omissions alleged here were forward-looking statements but rather, concerned existing facts. Moreover, Defendants did not properly identify any of these statements as forward-looking statements and did not disclose information that undermined the validity of those statements.

104. Less than one year elapsed from the time that Plaintiff discovered or reasonably could have discovered the facts upon which this Complaint is based to the time that the first Complaint was filed asserting claims arising out of the falsity of the Registration Statement. Less than three years elapsed from the time that the securities upon which this Count is brought were bona fide offered to the public to the time that the first Complaint
was filed asserting claims arising out of the falsity of the Registration Statement.

105. At all relevant times, as detailed above, the price of GT Solar’s common stock was artificially inflated as a direct result of GT Solar’s and the Individual and Underwriter Defendants’ materially untrue statements regarding the Company. When the truth about GT Solar and/or the materialization of the risks posed by the untrue statements was revealed to the market, the inflation that had been caused by the misrepresentations and omissions was eliminated from the price of the Company’s stock, causing Plaintiff and other members of the Class to sustain significant damages. The value of GT Solar’s shares sold in the IPO declined substantially subsequent to, and due to, Defendants’ violations of Section 11 of the Securities Act. Had Plaintiff known the material adverse information not disclosed by Defendants named herein, or been aware of the truth behind these Defendants’ misstatements, it would not have purchased GT Solar stock, or would not have purchased it at artificially inflated prices.

106. By reason of the foregoing, the Defendants named in this Count are liable for violations of Section 11 of the Securities Act to Plaintiff and the other members of the Class who purchased or otherwise acquired GT Solar shares in or traceable to the IPO pursuant to the Registration Statement.

COUNT II

Violations of Section 12(a)(2) of the 1933 Act Against the Underwriter Defendants

107. Plaintiff repeats and realleges each of the allegations set forth above as if set forth fully herein.

108. This Count is asserted against the Underwriter Defendants for violations of Section 12(a)(2) of the Securities Act, 15 U.S.C. § 77l(a)(2), on behalf of all members of
the Class who purchased or otherwise acquired securities in or traceable to the IPO.

109. The liability of the Underwriter Defendants under this Count is predicated on the negligence of each in soliciting the sale of GT Solar Securities and selling such securities on the GT Solar IPO pursuant to the Prospectus, which contained untrue statements and omissions of material fact. This Count does not sound in fraud and is not based on any knowing or reckless misconduct by Defendants. Any allegations of fraud or fraudulent conduct and/or motive are specifically excluded from this Count. Plaintiffs do not allege for purposes of this Count that the Underwriter Defendants acted with scienter or fraudulent intent, or that Defendants’ liability under this Count arises from any scienter or fraudulent intent, which are not elements of a Section 12(a)(2) claim.

110. The Underwriter Defendants are sellers within the meaning of the Securities Act because they: (a) transferred title of GT Solar shares to Plaintiffs and other members of the Class who purchased GT Solar shares; (b) transferred title of GT Solar shares to other underwriters and/or broker-dealers that sold those securities as agents for the Underwriter Defendants; and (c) solicited the purchase of GT Solar shares by Plaintiffs and other members of the Class, motivated at least in part by the desire to serve the underwriter Defendants’ own financial interest and the interests of GT Solar including, but not limited to, commissions on their own sales of GT Solar securities and separate commissions on the sale of those securities by non-underwriter broker-dealers.

111. Each of the Underwriter Defendants did not make a reasonable investigation or possess reasonable grounds to believe that the statements contained in the Prospectus or Registration Statement were true and without omissions of any material facts and were not misleading. Accordingly, each of the Underwriter Defendants acted negligently and
therefore is liable to Plaintiff and the other members of the Class who purchased GT Solar securities in or traceable to the IPO.

112. Plaintiff and other members of the Class purchased or otherwise acquired securities in or traceable to the IPO pursuant to the materially false and misleading Prospectus and did not know, or in the exercise of reasonable diligence could not have known, of the untrue statements and omissions contained in the Prospectus. Had Plaintiff known the material adverse information not disclosed by Defendants named herein, or been aware of the truth behind these Defendants’ misstatement, they would not have purchased GT Solar stock, or would not have purchased it at artificially inflated prices.

113. Plaintiff and other members of the Class offer to tender, and hereby do tender, to the Underwriter Defendants those Company securities that the members of the Class continue to own in return for the consideration paid for those securities, together with interest thereon.

114. By virtue of the conduct alleged herein, each of the Underwriter Defendants violated Section 12(a)(2) of the Securities Act. Accordingly, Plaintiff and other members of the Class who purchased GT Solar stock in or traceable to the IPO pursuant to the Prospectus have the right to rescind and recover the consideration paid for their securities, and hereby elect to rescind and tender their securities to the Underwriter Defendants. Plaintiff and the members of the Class who have sold their securities purchased in the IPO are entitled to rescissory damages.

**COUNT III**

Violations of Section 15 of the Securities Act Against GT Solar and Individual Defendants

115. Plaintiff repeats and realleges each of the allegations set forth above as if set forth
fully herein.

116. This Count is asserted against GT Solar and the Individual Defendants for violations of Section 15 of the Securities Act, 15 U.S.C. § 77o, on behalf of Plaintiff and the other members of the Class who purchased or otherwise acquired securities in or traceable to the IPO pursuant to the Prospectus and Registration Statement.

117. This Count does not sound in fraud, and is not based on any knowing or reckless misconduct by Defendants. Any allegations of fraud or fraudulent conduct and/or motive are specifically excluded from this Count. Plaintiff does not allege that the liability of GT Solar and the Individual Defendants under this Count arises from any scienter or fraudulent intent, which are not elements of a Section 15 claim.

118. At all relevant times, the Individual Defendants were controlling persons of the Company, within the meaning of Section 15 of the Securities Act. The Individual Defendants served as executive officers and directors of GT Solar prior to and at the time of the IPO. Zarrella served as Chief Executive Officer and director of GT Solar prior to and at the time of the IPO. Forth served as a director and Chairman of the Board of GT Solar prior to and at the time of the IPO. Woodbury served a Chief Financial Officer of GT Solar prior to and at the time of the IPO. Lewis served as Vice President, General Counsel, and Secretary of GT Solar prior to and at the time of the IPO. Johnson served as Vice President, Finance and Corporate Controller of GT Solar prior to and at the time of the IPO. Godshalk, Conaway, Chen, and Landers served as directors of GT Solar prior to and at the time of the IPO.

119. Zarrella, Forth, Woodbury, Lewis, and Johnson at all relevant times participated in the operation and management of the Company, conducted and participated, directly
and indirectly, in the conduct of GT Solar’s business affairs. As officers of a publicly owned company, they had a duty to disseminate accurate and truthful information with respect to GT Solar’s financial condition and results of operations. Because of their positions of control and authority as senior officers of GT Solar, the Individual Defendants were able to, and did, control the contents of the Registration Statement, which contained materially false financial information.

120. As directors of a publicly owned company, Zarrella, Forth, Godshalk, Conaway, Chen, and Landers had a duty to disseminate accurate and truthful information with respect to GT Solar’s financial condition and results of operations. GT Solar and the Individual Defendants also participated in the preparation and dissemination of the Registration Statement, and otherwise participated in the process necessary to conduct the IPO. GT Solar and the Individual Defendants also each signed the Registration Statement and thereby controlled its contents and dissemination, including the dissemination of the Prospectus therein.

121. Defendants Forth and Landers also served as directors and partners of the Venture Capital Defendants, who collectively owned more than GT Solar and the Individual Defendants of the pre-IPO shares of GT Solar, which in turn provided Forth and Landers control of GT Solar. Collectively, they also constituted one-third of the Board members and had power to and did control the Company and the Board.

122. GT Solar was also a controlling person of the Individual Defendants.

123. Each of the Defendants named in this Count could have discovered the untrue statements of material fact if they had acted in a reasonably diligent fashion in connection with the GT Solar IPO.
124. As a direct and proximate result of the conduct of GT Solar and the Individual Defendants, Plaintiff and other members of the Class suffered damages in connection with their purchase or acquisition of Company stock.

125. By reason of the aforementioned conduct, each of GT Solar and the Individual Defendants is liable under Section 15 of the Securities Act, jointly and severally with, and to the same extent as, the Company, the Individual Defendants, and the Underwriter Defendants are liable under Sections 11 and 12(a)(2) of the Securities Act, to Plaintiff and the other members of the Class who purchased GT Solar securities in or traceable to the IPO.

**COUNT IV**

Against The Venture Capital Firm Defendants For Violations Of Section 15 of The Securities Act

126. Plaintiffs repeat and reallege each of the allegations set forth above as if fully set forth herein.

127. This Count is asserted against the Venture Capital Firm Defendants for violations of Section 15 of the Securities Act, 15 U.S.C. § 77o, on behalf of Plaintiffs and the other members of the Class who purchased or otherwise acquired securities in or traceable to the IPO pursuant to the Prospectus and Registration Statement.

128. This Count does not sound in fraud, and is not based on any knowing or reckless misconduct by Defendants. Any allegations of fraud or fraudulent conduct and/or motive are specifically excluded from this Count. Plaintiffs do not allege that the liability of the Venture Capital Firm Defendants under this Count arises from any scienter or fraudulent intent, which are not elements of a Section 15 claim.
129. At all relevant times, the Venture Capital Firm Defendants were controlling persons of the Company within the meaning of Section 15 of the Securities Act. Collectively, the Venture Capital Firm Defendants beneficially owned 99.9% and 78.3% of the shares of GT Solar immediately before and after the IPO, respectively. Directors and partners of the Venture Capital Firms comprised one-third of the GT Solar Board of Directors.

130. By virtue of being majority shareholders of GT Solar, the Venture Capital Firm Defendants each had substantial control of events at GT Solar, such as the offering of securities in the GT Solar IPO. OCM/GFI is the managing member of GT Holdings and thereby had substantial control of events at GT Solar.

131. The Venture Capital Firm Defendants are also control persons of their agents and employees: Defendants Forth and Landers, who served on the GT Solar Board of Directors at the behest of their respective Venture Capital Firm and in furtherance of their duties as employees and agents of their respective Venture Capital Firm. The Venture Capital Firm Defendants had the power to influence and control and did in fact influence and control, directly or indirectly, the decision-making of Forth and Landers, including their publication and dissemination of the materially untrue Prospectus and Registration Statement.

132. Each of the Venture Capital Firm Defendants could have discovered the untrue statements of material fact if it had acted in a reasonably diligent fashion in connection with the Isilon IPO.
133. As a direct and proximate result of the conduct of the Venture Capital Firm Defendants, Plaintiffs and the other members of the Class suffered damages in connection with their purchase or acquisition of Company stock.

134. By reason of the aforementioned conduct, each of the Defendants named in this Count is liable under Section 15 of the Securities Act, jointly and severally with, and to the same extent as, the Company, the Individual Defendants, and the Underwriter Defendants are liable under Sections 11 and 12(a)(2) of the Securities Act, to Plaintiffs and the other members of the Class who purchased securities in or traceable to the IPO.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff, on behalf of itself and the Class, prays for judgment and relief as follows:

A. Determining that this action is a proper class action and certifying Plaintiffs as Class Representatives under Rule 23 of the Federal Rules of Civil Procedure;

B. Awarding compensatory damages in favor of Plaintiff and the other Class Members against all Defendants, jointly and severally, for all damages sustained as a result of Defendants’ wrongdoing, in an amount to be proven at trial, including interest thereon;

C. Awarding Plaintiff and the Class their reasonable costs and expenses incurred in this action, including counsel and expert fees;

D. Awarding rescission or a rescissory measure of damages; and

E. Such equitable, injunctive, or other relief deemed appropriate by the Court.
JURY DEMAND

Plaintiff demands a trial by jury.

Dated: December 22, 2008

/s/ Steven J. Toll
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Liaison Counsel for Lead Plaintiff
CERTIFICATE OF SERVICE

I hereby certify that on December 22, 2008, copies of the foregoing Consolidated Class Action Complaint were electronically served on counsel of record in this matter who are registered with the Court’s ECF filing system through ECF notification.

/s/ Steven J. Toll
Steven J. Toll (Pro Hac Vice)