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VIVINT SOLAR HOLDINGS, INC., and
VIVINT SOLAR DEVELOPER, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

TESHAWN SOLOMON, an individual, and
on behalf of all other aggrieved employees,

Plaintiff,

vs.

VIVINT SOLAR, INC., a Delaware
corporation; VIVINT SOLAR HOLDINGS,
INC., a Delaware corporation, VIVINT
SOLAR DEVELOPER, LLC, a Delaware
corporation, and DOES 1 through 49,
inclusive,

Defendants.

Case No. 34-2018-00241698

Assigned for all purposes to the
Hon. Judge Christopher E. Krueger, Dept. 54

**JOINT STIPULATION REGARDING
PRIVATE ATTORNEYS GENERAL ACT
("PAGA") SETTLEMENT AGREEMENT
AND RELEASE**

Complaint filed: October 1, 2018
Trial Date: None Currently Set

I. INTRODUCTION.

This Joint Stipulation Regarding Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement") is made by and between Luis Chavez, Jacob Curiel, Paul Manuszak, and Teshawn Solomon, all both as individuals, respectively, and on behalf of all other aggrieved employees ("Plaintiffs") on one hand, and Vivint Solar, Inc., Vivint Solar Holdings, Inc., and Vivint Solar Developer, LLC ("Defendants") on the other. Plaintiffs and Defendants are collectively referred to herein as the "Parties" and each may be individually referred to as a

1 “Party.”

2 The Parties believe and agree that this Settlement Agreement provides for a fair, adequate,
3 and reasonable resolution of Plaintiffs’ claim against Defendants pursuant to the California Private
4 Attorneys General Act of 2004 (“PAGA”), and have arrived at the settlement after extensive,
5 arms-length negotiations following a full day of private mediation with more than six months of
6 protracted negotiations thereafter, taking into account all relevant factors, present and potential
7 (“Settlement”). California Labor Code section 2699(1) requires Court approval of “any penalties
8 sought as part of a proposed settlement agreement” pursuant to PAGA. Therefore, in consideration
9 of the promises and agreements contained herein, the Parties agree and covenant as follows:

10 **II. BACKGROUND.**

11 A. On or about November 11, 2020, Plaintiff Luis Chavez’s counsel sent letters via
12 certified mail to the California Labor & Workforce Development Agency (“LWDA”) and to
13 Defendants regarding Defendants’ alleged violations. On November 17, 2020, Plaintiff filed the
14 action currently pending in the Superior Court of California County of Los Angeles entitled *Luis*
15 *Chavez v. Vivint Solar, Inc. et al*, Case No. 20STCV43755 (the “Chavez Action”). The Chavez
16 Action contains a single cause of action, for alleged violations of the California Labor Code under
17 PAGA.

18 B. On September 19, 2019, Plaintiff Jacob Curiel’s counsel sent letters via certified
19 mail to the California Labor & Workforce Development Agency (“LWDA”) and to Defendants
20 regarding Defendants’ alleged violations. On December 13, 2019, Plaintiff filed the action
21 currently pending in the Superior Court of California County of San Diego entitled *Jacob Curiel v.*
22 *Vivint Solar Developer, LLC et al*, Case No. 37-2019-00065387 (the “Curiel Action”). The Curiel
23 Action contains a single cause of action, for alleged violations of the California Labor Code under
24 PAGA.

25 C. On July 14, 2021, Plaintiff Paul Manuszak’s counsel sent letters via certified mail
26 to the California Labor & Workforce Development Agency (“LWDA”) and to Defendants
27 regarding Defendants’ alleged violations. On September 20, 2021, Plaintiff filed the action
28 currently pending in the Superior Court of California County of Sacramento entitled *Paul*

1 *Manuszak v. Vivint Solar, Inc. et al*, Case No. 34-2021-00308280 (the “Manuszak Action”). The
2 Manuszak Action contains a single cause of action, for alleged violations of the California Labor
3 Code under PAGA.

4 D. On June 11, 2018, Plaintiff Teshawn Solomon’s counsel sent letters via certified
5 mail to the California Labor & Workforce Development Agency (“LWDA”) and to Defendants
6 regarding Defendants’ alleged violations. On October 1, 2018, Plaintiff filed the action currently
7 pending in the Superior Court of California County of Sacramento entitled *Teshawn Solomon v.*
8 *Vivint Solar, Inc., et al*, Case No. 34-2018-00241689 (the “Solomon Action”). On April 2, 2019,
9 Plaintiff Solomon’s counsel sent an amended notice to the LWDA, for the sole purpose of adding
10 Vivint Solar Developer, LLC, as an entity defendant. On April 2, 2019, Plaintiff filed a First
11 Amended Complaint (also for the sole purpose of adding Vivint Solar Developer, LLC as a
12 defendant). The Solomon Action contains a single cause of action, for alleged violations of the
13 California Labor Code under PAGA.

14 E. On or about August 18, 2022, the Judicial Council of California ordered the
15 coordination of the Curiel, Manuszak, and Solomon actions. The Chavez action has not been
16 coordinated with the other actions.

17 F. Collectively, the Chavez, Curiel, Manuszak, and Solomon Actions are referred to
18 herein collectively as the “Actions.”

19 G. All of Plaintiffs’ actions, respectively, contain a single cause of action, alleging
20 violations of the California Labor Code under PAGA.

21 H. The Parties agreed to informal discovery for purposes of mediation, and to that end,
22 exchanged relevant information necessary to evaluate the case. Based on a review of personnel
23 and payroll records, Defendants represented that there were approximately 1853 employees that
24 met the definition of “Aggrieved Employees” under the claim in the Actions. Defendants also
25 provided Plaintiffs with a blind, random sampling of timekeeping and payroll records for a subset
26 of the Aggrieved Employees.

27 I. On February 1, 2022, the Parties participated in a full-day mediation with Michael
28 Dickstein. The Parties engaged in good faith, arms-length negotiations and made substantial progress

1 towards resolving the matter but were ultimately unable to resolve the case during that one-day
2 mediation.

3 J. The Parties, along with Mr. Dickstein's assistance, continued to diligently negotiate
4 in the months following the mediation. On July 29, 2022, the Parties reached an agreement to
5 resolve the Actions through acceptance of a mediator's proposal made by Mr. Dickstein. After
6 further negotiations, that agreement was memorialized in a Memorandum of Understanding
7 executed January 12, 2023, subject to a finalization of a formal Settlement Agreement and Release
8 for submission to the Court for approval.

9 K. The Parties have since engaged in negotiations about the terms and conditions of
10 the Settlement Agreement. The Parties have now entered into this formalized Settlement
11 Agreement for submission to the Court of approval.

12 **III. DEFINITIONS.**

13 A. PAGA Claim: Plaintiffs' cause(s) of action for penalties under the California
14 Private Attorneys General Act of 2004 ("PAGA") that Plaintiffs assert in the Actions.

15 B. Aggrieved Employees: All current and former non-exempt employees who worked
16 for Defendants in the State of California at any time during the period from July 28, 2017 to
17 January 17, 2023.¹ The Parties agree that Aggrieved Employees are not permitted to opt-out of the
18 Settlement Agreement as it is a PAGA settlement and PAGA does not provide for notice or opt-
19 out rights.

20 C. Released Parties: Vivint Solar, Inc., Vivint Solar Holdings, Inc., and Vivint Solar
21 Developer, LLC, including their parent corporations, affiliates, subsidiaries, divisions,
22 predecessors, insurers, successors and assigns, and their current and former employees, attorneys,
23 officers, directors and agents thereof.

24 D. PAGA Release Period: July 28, 2017 to January 17, 2023.

25 E. Effective Date: The date the Court signs an order granting approval of the
26 Settlement.

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¹ As of March 21, 2021, Defendants had no employees.

F. Net Settlement Amount: The total sum available for payment of PAGA penalties to the Aggrieved Employees and the LWDA after deducting Claims Administration Expenses, Attorneys' Fees, Attorneys' Costs, and Plaintiffs' Service Awards from the Maximum Settlement Amount.

G. Defendants' Counsel: James R. Moss, Leila Narvid, and Matthew C. Lewis of Payne & Fears LLP; Shaun J. Voight and Kristen Nesbit of Fisher & Phillips LLP.

H. Plaintiffs' Counsel: Matthew Matern, Joshua D. Boxer, and Corey Bennett of Matern Law Group; R. Craig Clark and Alicja A. Urtnowski of Clark Law Group; Shaun Setareh and David Keledjian of Setareh Law Group.

IV. RELEASES.

A. Release by LWDA and Aggrieved Employees: As of the Effective Date, Aggrieved Employees and the Labor Workforce Development Agency ("LWDA") fully and finally release Defendants, and each of their past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents (including but not limited to Sunrun Inc. and Sunrun Installation Services Inc.), subsidiaries, equity sponsors, related or affiliated companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, any actual or alleged joint employers, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (collectively, the "Employees Released Parties"), from all claims under California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* ("PAGA") associated with all claims for unpaid wages, including failure to pay minimum wages; failure to pay straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; reimbursement for business expenses or any other claim that Defendants allowed or

1 required employees to bear any of the costs associated with the operation of Defendants' business;
2 inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate
3 records; failure to provide paid sick days and/or written notice of the amount of sick leave
4 available; failure to furnish a healthful and safe place of employment; retaliating against workers
5 who exercised their rights to report and complaint about illegal conduct, unsafe and/or unhealthy
6 conditions in the workplace; any claim for unfair business practices arising out of or related to any
7 or all of the aforementioned claims; any claim for penalties arising out of or related to any or all of
8 the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement
9 penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. For
10 purposes of clarification, the claims released by the Employees include any and all claims under
11 the PAGA that arise out of or in connection with the claims and facts alleged in the Actions, and
12 any claims which could have been asserted in the Actions arising from the alleged facts and/or
13 primary rights alleged to have been invaded to the fullest extent permitted by law, such as claims
14 under the PAGA alleging violation of the Wage Orders of the California Industrial Welfare
15 Commission (including but not limited to Wage Order No. 4-2001); and/or alleging violation of
16 California Labor Code §§ 200, 201-203, 204, 204b, 204.1, 204.2, 205, 205.5, 210, 216, 218.5,
17 218.6, 223, 224, 225.5, 226, 226.3, 226.7, 233, 234, 246, 246.5, 450, 510, 512, 558, 1021.5,
18 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et*
19 *seq.*, 2800, 2802, 6310, 6400, 6401, 6401.7, 6401.7(b), 6402, 6403, 6404, 6427, 6428, and 6429.
20 This release does not release any individuals claims except under PAGA and defined herein.

21 B. Release by Plaintiffs: As of the Effective Date, Plaintiffs fully and finally release
22 Defendants, and each of their past, present and future agents, employees, servants, officers,
23 directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents
24 (including but not limited to Sunrun Inc. and Sunrun Installation Services Inc.), subsidiaries,
25 equity sponsors, related companies/corporations and/or partnerships (defined as a
26 company/corporation and/or partnership that is, directly or indirectly, under common control with
27 Defendants or any of their parents and/or affiliates), divisions, assigns, predecessors, successors,
28 insurers, consultants, joint ventures, any actual or alleged joint employers, affiliates, and alter-

1 egos, and all of their respective past, present and future employees, directors, officers, agents,
2 attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns (collectively, the “Released
3 Parties”), from any and all claims, known and unknown, under federal, state and/or local law,
4 statute, ordinance, regulation, common law, or other source of law, including but not limited to
5 claims arising from or related to Plaintiffs’ employment with Defendants and/or the termination of
6 Plaintiffs’ employment (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims are not limited
7 to the PAGA Period. Plaintiffs’ Released Claims include, but are not limited to, all claims asserted
8 in, arising from or related in any way to the Actions, including without limitation any and all
9 claims that could have been asserted as part of the Actions based on the facts alleged. Plaintiffs’
10 Released Claims include all claims for unpaid wages, including, but not limited to, failure to pay
11 minimum wages; failure to pay straight time compensation, overtime compensation, double-time
12 compensation, reporting time compensation, and/or interest; missed, late, short or interrupted meal
13 and/or rest periods, including any claim for any alleged failure to pay premiums for missed, late,
14 short or interrupted meal or rest periods, or to pay such premiums at the regular rate of
15 compensation; reimbursement for business expenses or any other claim that Defendants allowed or
16 required Plaintiffs to bear any of the costs associated with the operation of Defendants’ business;
17 inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate
18 records; unlawful deductions; unlawful payment instruments; paid sick leave, including that sick
19 leave was calculated at an incorrect rate of pay; any claim for unfair business practices arising out
20 of or related to any or all of the aforementioned claims; any claim for penalties arising out of or
21 related to any or all of the aforementioned claims, including, but not limited to, recordkeeping
22 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and
23 attorneys’ fees and costs. Plaintiffs’ Released Claims include all claims arising under the
24 California Labor Code (including, but not limited to, sections 200, 201-203, 204, 204b, 204.1,
25 204.2, 205, 205.5, 210, 216, 218.5, 218.6, 223, 224, 225.5, 226, 226.3, 226.7, 233, 234, 246,
26 246.5, 450, 510, 512, 558, 1021.5, 1102.5, 1174, 1174.5, 1175, 1182.12, 1193.6, 1194, 1194.2,
27 1197, 1197.1, 1198, 1199, 2698 *et seq.* (to the extent permitted by law), 2800, 2802, 6310, 6400,
28 6401, 6401.7, 6401.7(b), 6402, 6403, 6404, 6427, 6428, and 6429; all claims arising under the

1 Wage Orders of the California Industrial Welfare Commission; California Business and
2 Professions Code section 17200, *et seq.*; the California Labor Code; California Government Code;
3 the California Civil Code, including but not limited to, sections 3287, 3289, 3336 and 3294;
4 California Code of Civil Procedure § 1021.5; the California common law of contract; the Fair
5 Labor Standards Act, 29 U.S.C. § 201 *et seq.*; federal common law; and the Employee Retirement
6 Income Security Act, 29 U.S.C. § 1001, *et seq.* Plaintiffs' Released Claims include any and all
7 claims under the Private Attorneys General Act, Cal. Lab. Code § 2698 *et seq.* ("PAGA"), of any
8 kind, including but not limited to the PAGA claims asserted in the Actions. Plaintiffs' Released
9 Claims also include all claims for lost wages and benefits, emotional distress, retaliation, punitive
10 damages, and attorneys' fees and costs arising under federal, state, or local laws for
11 discrimination, harassment, retaliation, and wrongful termination, such as, by way of example
12 only, (as amended) 42 U.S.C. section 1981, Title VII of the Civil Rights Act of 1964, the
13 Americans With Disabilities Act, the Age Discrimination in Employment Act, and the California
14 Fair Employment and Housing Act; and the law of contract and tort. This release excludes the
15 release of claims not permitted by law. Specifically, nothing in this Agreement shall prevent
16 Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or
17 proceeding conducted by the SEC, OSHA, EEOC, DFEH or any other federal, state or local
18 agency charged with the enforcement of any employment laws. Plaintiffs, however, understand
19 that by signing this Agreement, Plaintiffs waive the right to recover any damages or to receive
20 other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or
21 local deferral agency on Plaintiffs' behalf to the fullest extent permitted by law, but expressly
22 excluding any monetary award or other relief available from the SEC and/or OSHA, including an
23 SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

24 Plaintiffs' Released Claims include all claims, whether known or unknown. Even if
25 Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe
26 to be true with respect to the subject matter of Plaintiffs' Released Claims, those claims will
27 remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions,
28 rights and benefits of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

C. Release of Individual Claims. Plaintiff Solomon released all of his individual claims by virtue of the settlement agreement entered into between Plaintiff Solomon and Defendants, which was executed by Plaintiff Solomon on March 22, 2021. Plaintiffs Curiel, Chavez, and Manuszak shall enter into individual release agreements with Defendants, releasing all individual claims alleged in the action.

V. NOTICE TO AGGRIEVED EMPLOYEES.

A. Provision of Information to Claims Administrator: No later than thirty (30) days after the Effective Date, Defendants shall provide the Claims Administrator, Phoenix Class Action Administration, with a list of all Aggrieved Employees (the "PAGA Employees List"). The PAGA Employees List shall state each PAGA Employee's (1) full name, (2) last known address, (3) social security number (or other unique identifying number), and (4) the total number of pay periods worked during the PAGA Release Period. This information shall be treated as and remain confidential and shall be used solely to manage the notice process described herein, shall not be disclosed to anyone other than the Claims Administrator, except to applicable taxing authorities, or pursuant to express written authorization of Defendants, the individual in question, or by order of the Court.

B. Administration of Penalty Payments: No earlier than 10 days after receipt of the Maximum Settlement Amount (defined below) from Defendants, the Claims Administrator will mail Penalty Payments and a letter explaining why the Penalty Payment is being sent, substantially in the form attached hereto as **Exhibit A** ("Notice"), to the Aggrieved Employees identified on the PAGA Employees List. Prior to mailing the Notices, the Claims Administrator shall check the addresses provided using the National Change of Address database. Should any of the Notices be returned as undeliverable, the Settlement Administrator will have five (5) calendar days after it

receives the returned undeliverable mail to search for a more current address for the Aggrieved Employee (via a skip trace or other reasonable method) and to re-mail Notices to the traced address(es).

VI. SETTLEMENT PAYMENT PROCEDURES

A. Claims Administration Expenses: Any costs for administering the payments and Notices as specified in this Agreement, shall not exceed \$12,000.00. Any portion of the Claims Administration Expenses not approved by the court will revert to the Net Settlement Amount to be distributed to the LWDA and Aggrieved Employees.

B. Maximum Settlement Amount: No later than forty-five (45) days after the Effective Date, Defendants hereby agree to make a payment to an account designated by the Claims Administrator in the amount of Nine Hundred Fifty Thousand Dollars (\$950,000.00) ("Maximum Settlement Amount" or "MSA"), which shall be non-reversionary and all inclusive, encompassing (1) payment of PAGA penalties to the Aggrieved Employees and the LWDA; (2) payment of Claims Administration Expenses, (3) Plaintiffs' Service Awards, and 4) Attorneys' Fees and Costs.

C. Allocation of Net Settlement Amount: The Claims Administrator shall pay 75% of the Net Settlement Amount to the LWDA no later than 65 days after the Court approves the settlement. The remaining 25% of the Net Settlement Amount (the "Employee Net Settlement Amount") shall be paid to Aggrieved Employees based on a pro rata share of the Employee Net Settlement Amount. Each Aggrieved Employee's pro rata share shall be determined based on the pay periods that the employee worked for Defendants in the State of California during the PAGA Release Period, and shall be calculated as follows:

1. The Employee Net Settlement Amount will be divided by the total number of pay periods worked by Aggrieved Employees during the PAGA Release Period ("Qualifying Pay"), and the resulting figure will be referred to as the "Pay Value Multiplier."

2. Each Aggrieved Employee's pro rata share of the Employee Net Settlement Amount will be determined by multiplying the Qualifying Pay that the employee worked by the Pay Value Multiplier. That amount shall be referred to as the Aggrieved Employee's "Penalty Payment."

D. Distribution and Taxes: Because all Penalty Payment amounts recovered pursuant to

1 this settlement are civil penalties claimed under PAGA, the Penalty Payments shall be treated as
2 1099 income. All Penalty Payments will be reported on IRS Form 1099 by the Claims
3 Administrator, if required, and provided to the respective Aggrieved Employee and applicable
4 governmental authorities. Within twenty (20) calendar days of distributing the Maximum Settlement
5 Amount, the Claims Administrator shall provide to Plaintiffs' and Defendants' Counsel written
6 confirmation verifying that it effected disbursement of the Maximum Settlement Amount pursuant
7 to the terms of this Agreement.

8 E. Expiration of Settlement Checks: Penalty Payments issued to Aggrieved Employees
9 pursuant to this Agreement will expire one hundred and twenty (120) days from the date they are
10 issued by the Claims Administrator. The Claims Administrator shall mail a check cashing reminder
11 postcard to those Aggrieved Employees who have not negotiated their settlement checks within
12 ninety (90) days of mailing. After the 120 day period, the Claims Administrator shall remit any
13 unclaimed funds to the to the California State Controller's Office Unclaimed Property Fund in the
14 Name of the Aggrieved Employee.

15 F. Attorneys' Fees and Costs: The Parties agree that Plaintiffs' Counsel shall seek
16 Attorneys' Fees of one-third of the Maximum Settlement Amount (currently \$316,666.67).
17 Defendants reserve the right to challenge Plaintiffs' Counsel's requests for fees in excess of that
18 amount. The Parties agree that Plaintiffs' Counsel shall seek reimbursement of their out-of-pocket
19 expenses according to proof incurred on behalf of Plaintiffs and Aggrieved Employees from the
20 Maximum Settlement Amount. Plaintiffs' Counsel shall submit a declaration to the Court detailing
21 the costs incurred and/or expected to be incurred in the Actions. Defendants reserve the right to
22 challenge Plaintiffs' Counsel's requests for costs if Defendants deem it appropriate after reviewing
23 Plaintiffs' Counsel's motion. Any portion of Attorneys' Fees or Costs that are not approved by the
24 Court shall revert to the Net Settlement Amount, and be distributed to the LWDA and Aggrieved
25 Employees accordingly.

26 G. Individual Service Awards to Plaintiffs for General Release: The Parties agree that
27 Service Awards of \$10,000 for each Plaintiff, subject to Court approval, shall be deducted from the
28 Maximum Settlement Amount. For purposes of Plaintiffs Curiel, Chavez, and Manuszak, the Parties

1 agree that at least One Dollar (\$1.00) of each of their Service Awards, respectively, shall represent
2 consideration for their release of their individual claims as discussed in paragraph IV.C., above.
3 Any portion of the Service Awards not approved by the Court will revert to the Net Settlement
4 Amount, and will be distributed to the LWDA and Aggrieved Employees accordingly.

5 **VII. DISPUTES RELATING TO SETTLEMENT ADMINISTRATION.**

6 Any disputes concerning administration of the Settlement which cannot be resolved by the
7 Parties shall be submitted to and resolved by the Court.

8 **VIII. TIMELY SUBMISSION TO THE LWDA.**

9 The Parties agree that Plaintiffs shall submit the Settlement to the LWDA within the time
10 limits prescribed by law.

11 **IX. STAY AND DISMISSAL.**

12 In an effort to obtain an efficient and consistent approval process of this Settlement
13 Agreement, the Parties agree to seek approval of the Settlement Agreement only before this Court
14 and in this matter (the Solomon matter, Sacramento County Superior Court Case No. 34-208-
15 00241698). To that end, the Parties agree the counsel for Curiel, Chavez, and Manuszak shall take
16 all necessary steps to (1) stay their actions in San Diego County Superior Court, Los Angeles County
17 Superior Court, and Sacramento County Superior Court, respectively, except to the extent such a
18 stay is not required by virtue of certain actions having been coordinated with the Solomon action;
19 and (2) upon final approval of the settlement by the Sacramento County Superior Court, dismiss
20 their respective actions with prejudice.

21 **X. DISMISSAL OF RELATED ARBITRATION.**

22 Chavez agrees that upon the Sacramento County Superior Court's approval of this
23 settlement, he shall immediately take all necessary steps to dismiss with prejudice his demand for
24 arbitration to JAMS in Case No. 5220000935.

25 **XI. APPROVAL BY THE COURT.**

26 The Parties understand that Court approval of the Settlement is required. If the Court does
27 not approve the Settlement, the Parties shall request leave and work jointly to make reasonable
28 efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve

1 the issues identified by the Court in denying approval, the Memorandum of Understanding and
2 Settlement Agreement entered into by the Parties shall be null and void and the Parties shall be
3 restored to their litigation positions that preceded Settlement negotiations, and all funds returned to
4 Defendants, except for any costs incurred by the Claims Administrator thus far.

5 Plaintiffs' Counsel shall prepare, file and serve a motion for approval of the PAGA penalties
6 pursuant to California Labor Code §2699(1) advocating that the penalties are fair, adequate, and
7 reasonable, which will draw no opposition from Defendants or Defendants' Counsel.

8 **XII. ENFORCEMENT AND CONTINUING JURISDICTION OF THE COURT.**

9 Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
10 continuing jurisdiction over this Action and over all Parties, to the fullest extent to enforce and
11 effectuate the terms and intent of the Settlement and this Settlement Agreement.

12 **XIII. NO ADMISSION OF WRONGDOING.**

13 Defendants have asserted and continue to assert many defenses in this litigation and
14 expressly deny and continue to deny any fault, wrongdoing or liability whatsoever arising out of the
15 conduct alleged in this action. Defendants expressly deny any fault, wrongdoing or liability
16 whatsoever, as well as the validity of each of the claims and prayers for relief asserted in the
17 litigation. Defendants have entered into this Settlement because of the substantial expense of
18 litigation, the length of time necessary to resolve the issues presented, the inconvenience involved,
19 and the disruption to their business operations. The Parties expressly acknowledge and agree that
20 neither the fact of, nor any provision contained in, this agreement, nor the implementing documents
21 or actions taken under them, nor Defendants' willingness to enter into this Agreement, nor the
22 content or fact of any negotiations, communications, and discussions associated with the Settlement
23 shall constitute or be construed as an admission by or against Defendants or any of the Released
24 Parties of any fault, wrongdoing, violation of law, or liability whatsoever, the validity of any claim
25 or fact alleged in this action, or any infirmity of any defenses asserted by Defendants in this Action.

26 **XIV. CHOICE OF LAW.**

27 The rights and obligations of the Parties under this Agreement shall be construed and
28 enforced in accordance with, and governed by, the laws of the State of California. California law

shall govern the interpretation of this Agreement even if a choice of law analysis under state or federal law would dictate that another forum's law be applied.

XV. COOPERATION.

Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Agreement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Agreement.

XVI. NO PUBLIC COMMENT.

The Parties agree that Plaintiff's Counsel will not issue or cause to be issued any press releases or their equivalent and will not conduct or participate in any press conferences about the Settlement. However, Plaintiff's Counsel may disclose the name of the Parties in this Action and the venue/case number of this Action for the limited purpose of allowing Plaintiff's Counsel to prove adequacy in other actions.

XVII. ADDITIONAL TERMS.

A. This Agreement is binding upon, and shall inure to the benefit of, the Parties hereto and their respective agents, employees, representatives, officers, directors, parents, subsidiaries, assigns, heirs, executors, administrators, insurers, and successors in interest.

B. Given that all Parties hereto had the opportunity to draft, review, and edit the language of this Agreement, no presumption for or against any Party arising out of drafting all or any part of this Agreement may be applied in any action relating to, connected to, or involving this Agreement. Accordingly, the Parties hereby waive the benefit of any legal principle or rule providing that, in cases of uncertainty, the language of a contract should be interpreted against the Party who caused the uncertainty to exist.

C. This Agreement may be executed in counterparts. An electronic signature or signature by way of facsimile shall serve as an original for all purposes.

D. Headings in this Agreement are included solely for convenience and shall not control the meaning or interpretation of any provision of this Agreement.

XVIII. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized officer of Defendants.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Joint Stipulation Regarding Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

DATED: _____, 2023

Defendants Vivint Solar, Inc., Vivint Solar Holdings, Inc., and Vivint Solar Developer LLC

By: _____

Jeffrey R. Makin
Senior Vice President, Legal of Sunrun Inc. –
Ultimate Parent Company of Defendants

DATED: Apr 5, 2023, 2023

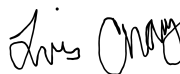

[Teshawn Solomon \(Apr 5, 2023 15:15 PDT\)](#)

Teshawn Solomon

DATED: _____, 2023

Jacob Curiel

DATED: 4/19/2023, 2023


[ID BqZtNp6Sc6aVHC9TkZDvh9fa](#)

Luis Chavez

DATED: _____, 2023

Paul Manuszak

XVIII. ENTIRE AGREEMENT.

This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff and an authorized officer of Defendants.

IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Joint Stipulation Regarding Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

DATED: _____, 2023

Defendants Vivint Solar, Inc., Vivint Solar Holdings, Inc., and Vivint Solar Developer LLC

By: _____

Jeffrey R. Makin
Senior Vice President, Legal of Sunrun Inc. –
Ultimate Parent Company of Defendants

DATED: _____, 2023

Teshawn Solomon

DATED: _____, 2023

Jacob Curiel

DATED: _____, 2023

Luis Chavez

DATED: Apr 5, 2023, 2023



[Paul Manuszak \(Apr 5, 2023 18:43 PDT\)](#)

Paul Manuszak

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IN WITNESS WHEREOF, the parties knowingly and voluntarily executed this Joint Stipulation Regarding Private Attorneys General Act Settlement Agreement and Release as of the date set forth below.

DATED: _____, 2023

Defendants Vivint Solar, Inc., Vivint Solar Holdings, Inc., and Vivint Solar Developer LLC

By:

Jeffrey R. Makin
Senior Vice President, Legal of Sunrun Inc. –
Ultimate Parent Company of Defendants

DATED: _____, 2022

Teshawn Solomon

DATED: 03/03/2023, 2022

Jacob Quinn Curiel
Jacob Quinn Curiel (Mar 3, 2023 14:13 PST)

Jacob Curiel

DATED: _____, 2022

Luis Chavez

DATED: _____, 2022

Paul Manuszak

EXHIBIT A

Notice of PAGA Settlement and Release of Claims

*Solomon v. Vivint Solar, Inc. et al.; Curiel v. Vivint Solar Developer, LLC et al.;
Chavez v. Vivint Solar, Inc. et al.; Manuszak v. Vivint Solar, Inc. et al.*

[EMPLOYEE NAME]

[EMPLOYEE ADDRESS]

I. NOTICE OF PAGA SETTLEMENT

The Sacramento County Superior Court (the “Court”) has approved a settlement in the above-named actions filed by Plaintiffs Teshawn Solomon, Jacob Curiel, Luis Chavez, and Paul Manuszak (“Plaintiffs”) on behalf of themselves and all other current and former hourly-paid employees, including you, who worked at Vivint Solar at any time from July 28, 2017 to January 17, 2023 (“Aggrieved Employees”).

Lawsuit, Plaintiffs asserted claims against Vivint Solar under California Labor Code § 2698 et al., also known as the Private Attorneys General Act (“PAGA”), based on allegations that it failed to comply with the California Labor Code, including allegations that it failed to pay wages for hours worked, failed to provide meal periods, failed to provide rest periods, failed to reimburse for business expenses, failed to pay wages at termination, and failed to provide accurate wage statements.

Plaintiffs are solely seeking civil penalties on behalf of the California Labor and Workforce Development Agency (“LWDA”) and other Aggrieved Employees under PAGA.

The Court has not made a determination about Plaintiffs’ allegations. This Notice is not to be understood as an expression of any opinion by the Court as to the merits of the claim.

Vivint Solar maintains that it has complied with the California Labor Code at all times, and enters this Settlement with no admission of liability and solely for the purposes of compromising and settling the action to avoid the cost and operational burden of continued litigation.

The PAGA “Release Period” is July 28, 2017 to January 17, 2023.

II. CALCULATION OF INDIVIDUAL PAGA PENALTY PAYMENT

You worked «**Pay Periods**» during the PAGA Release Period. The total amount of periods worked by all Aggrieved Employees during the PAGA Release Period is 52,397. Your individual PAGA Penalty Payment is estimated to be «**Check Amount**».

Each individual PAGA Penalty Payment was calculated on a pro rata basis (i.e., proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Release Period, divided by the total number of pay periods worked by all Aggrieved Employees.

eSignature Details

Signer ID:	BgZtNp6Sc6aVHC9TkZDvh9fa
Signed by:	Luis Chavez
Sent to email:	L29057c@gmail.com
IP Address:	107.115.33.70
Signed at:	Apr 19 2023, 3:53 pm PDT