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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA BARBARA – SOUTH COUNTY

ANACAPA DIVISION

ELIZABETH PETERSEN, on behalf of all similarly situated persons and aggrieved employees,

Plaintiff,

vs.

SUNRUN INC. and DOES 1-50,

Defendants.

Case No. 26CV03332

[Assigned for all Purposes to the Hon. Von Deroian, Dept.3]

SECOND AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S UNOPPOSED MOTION FOR ORDER:

1. **GRANTING FINAL APPROVAL OF PAGA SETTLEMENT**
2. **APPROVING REQUEST FOR SETTLEMENT ADMINISTRATOR COSTS**
3. **APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND,**
4. **APPROVING REQUEST FOR PAGA REPRESENTATIVE ENHANCEMENT PAYMENT**

Date: November 25, 2026
Time: 10:00 a.m.
Dept: 3

The Court has considered PLAINTIFF'S NOTICE OF MOTION AND UNOPPOSED MOTION FOR ORDER: GRANTING FINAL APPROVAL OF PAGA SETTLEMENT; APPROVING REQUEST FOR SETTLEMENT ADMINISTRATOR COSTS; APPROVING REQUEST FOR ATTORNEYS' FEES AND COSTS; AND APPROVING REQUEST FOR PAGA REPRESENTATIVE ENHANCEMENT PAYMENT ("Motion"), all documents filed in support thereof, including the Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement"), and the record in this action ("the Litigation"). The Court has also considered and hereby approves the Parties' First Amendment to Joint Stipulation of PAGA Settlement and Release ("First Amendment"). All references in this Order and Judgment to the "Settlement Agreement" mean the Joint Stipulation of PAGA Settlement and Release as amended by the First Amendment. The matter having been submitted and good cause appearing, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. All defined terms contained herein shall have the same meaning as set forth in the Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement") as amended by the First Amendment. The Labor Code Private Attorneys General Act, codified at California Labor Code section 2698 *et seq*. is referred to herein as "PAGA." Notwithstanding any other provision of this Order and Judgment, the Settlement Agreement, or the Motion, Sunrun Installation Services, Inc. is expressly excluded from "Released Parties"; and "Released PAGA Claims" and "Released Claims" exclude any claims against Sunrun Installation Services, Inc.

2. The Action consists of (a) a representative action by Plaintiff Elizabeth Petersen ("Plaintiff") against Defendant Sunrun Inc. ("Defendant" or "Sunrun") representing a total of 91,493 Pay Periods under PAGA for penalties on behalf of the State of California and 10,315 employees of Defendant who, during the PAGA Period (from June 2, 2021 through August 10, 2026) ("PAGA Period"), are all non-exempt employees who are or were employed by Defendant in the State of California during the PAGA Period ("Aggrieved Employees").

3. The Court has jurisdiction over the subject matter of the Litigation, the Plaintiff, the Aggrieved Employees, and Defendant. This Judgment shall be binding not only on the named parties to the litigation but also on all Aggrieved Employees and the State of California, who are

hereby barred by the doctrine of res judicata from re-litigating the Released PAGA Claims against the Released Parties. *See Arias v. Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee under PAGA is binding not only on the named employee Plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party to the proceeding).

4. In accordance with the Settlement Agreement, which the Court hereby approves based on good cause showing for the reasons set forth in the Motion with no objection received from the LWDA: (a) The Gross Settlement Amount under this Settlement Agreement is two million nine hundred and fifty thousand dollars ($2,950,000.00), which includes any and all payments that shall be made pursuant to the Settlement Agreement to the Labor and Workforce Development Agency, the Aggrieved Employees, Plaintiff's Counsel's fees and litigation costs, PAGA Representative Enhancement Payment to the named Plaintiff, and all third-party costs of settlement administration; (b) ILYM Group, Inc. is hereby approved to administer this Settlement; and (c) the LWDA and all Aggrieved Employees are hereby permanently enjoined from pursuing, or seeking to reopen, any Released PAGA Claims against any Released Parties, subject to the release conditions and effective provisions of the Settlement Agreement.

5. The Court awards Plaintiff's request for attorneys' fees in the amount of $973,500.00 to Nathan & Associates APC, Plaintiff's request for reimbursement of litigation costs in the amount of $20,000.00, and Plaintiff's PAGA Representative Enhancement Payment totaling $10,000.00. The Court finds that the attorneys' fees, litigation costs, and Plaintiff's representative awards are reasonable under the circumstances of this matter, including the length of the proceeding and effort required. No party shall be deemed a prevailing party, and except as provided in this Paragraph, all parties shall bear their own attorneys' fees and litigation costs.

6. The Court awards administration costs in an amount of $29,950.00 to ILYM Group.

7. All awards in paragraphs 5 and 6 are to be paid from the Gross Settlement Amount.

8. Pursuant to PAGA and Labor Code section 2699(s)(2) in particular, the Court approves the Settlement and finds that it is fair, just, reasonable and adequate. All Parties are

directed to perform their duties in accordance with the terms set forth in the Settlement Agreement.

9. Subject to the release conditions and effective provisions of the Settlement Agreement, all of the Released PAGA Claims against the Released Parties are deemed adjudicated and extinguished with prejudice as to the Plaintiff, all of the other Aggrieved Employees, and the State of California.

10. Settlement Administrator shall make the payments to the LWDA, the Aggrieved Employees, the named Plaintiff, Plaintiff's counsel Nathan & Associates, APC, and to the Settlement Administrator as provided for in the Settlement Agreement and by this Order and Judgment.

11. The Court finds that the notice requirements and other procedures applicable to class action settlements do not apply to the settlement approval process for this PAGA Action.

12. The Court further finds that Plaintiff's counsel has sufficiently demonstrated that notice of the Settlement has been provided to the LWDA as required by PAGA and Labor Code section 2699, subdivision (s)(2), in particular.

13. Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claims, or of any wrongdoing or liability of the Released Parties, or any of them; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of the Released Parties, or any of them, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Defendant or any of the Released Parties may file the Settlement and/or the Judgment from this Litigation in any other action that may be brought against it or them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

14. The Court reserves exclusive and continuing jurisdiction over the Action, the PAGA Representative, the Aggrieved Employees and Defendant for the purposes of supervising the

implementation, enforcement, construction, administration and interpretation of the Settlement Agreement and this Judgment.

15. By _____, 2027, Plaintiff must file a Declaration and/or Final Report Re: Distribution of Settlement Funds.

16. The Court sets a final accounting hearing on _____, 2027.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

_____
The Honorable Von Deroian
Judge of the Superior Court