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Attorneys for Plaintiff Elizabeth Petersen

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 SUPPLEMENTAL DECLARATION OF REUBEN D. NATHAN IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR FINAL APPROVAL RE:

1. **FIRST AMENDMENT TO JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE**
2. **REVISED NOTICE OF SETTLEMENT**
3. **SECOND AMENDED PROPOSED ORDER**

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

Santa Barbara Superior Court
Anacapa Division
1100 Anacapa Street
Santa Barbara, CA 93101

I, REUBEN D. NATHAN, declare as follows:

1. I am over the age of eighteen years old and I am mentally competent to attest to the matters set forth in this declaration. I am an attorney at law licensed to practice in the State of California and the District of Columbia, and I am a member of the bar of this Court. I have personal knowledge of the facts set forth in this declaration and, if called as a witness, I could and would testify competently thereto.

2. I am the principal attorney at the law firm of Nathan & Associates, APC ("RN"). I am counsel of record for Plaintiff ELIZABETH PETERSEN ("Plaintiff") in this action.

3. I am submitting this Second Supplemental Declaration in support of Plaintiff's 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 ("MFA").

4. On June 10, 2026, counsel for the plaintiff Angel Mondragon ("Mondragon") in *Angel Mondragon v. Sunrun, Inc., et al.*, Los Angeles County Superior Court Case No. 22STCV25672, submitted a renewed petition seeking coordination of that action, this Action, and five other actions pending against Sunrun Inc. and/or its related entities ("Petition"), (*Sunrun Wage and Hour Cases II*, Los Angeles Superior Court Case No. JCCP5478). On June 22, 2026, Plaintiff Elizabeth Petersen submitted and served her Opposition to Petitioner's Request for Stay Re: Renewed Petition. On August 19, 2026, the Chair of the Judicial Council issued an Order Assigning Coordination Motion Judge and Setting Date for Hearing, which Mondragon filed in this Action on September 10, 2026. On October 7, 2026, Plaintiff Elizabeth Petersen filed with the Los Angeles Superior Court, her Opposition to Mondragon's Petition. On October 7, 2026, Defendant Sunrun Inc. filed with the Los Angeles Superior Court, its Opposition to Mondragon's Petition. On October 14, 2026, Mondragon submitted his Reply in support of Petition. On October 21, 2026, the Honorable Samantha Jessner heard oral argument of the parties on the Petition, took the matter under submission, and set a Non-Appearance Case Review Re: Court's Ruling on Petition for Coordination for November 12, 2026. On November 12, 2026, the Court issued a Minute Order continuing the Non-Appearance Case Review Re: Court's Ruling on Petition for

Coordination to November 24, 2026 at 9:00 a.m.

5. The Honorable Samantha Jessner, the coordination motion judge is aware of the November 25, 2026 final approval hearing date in this Action.

6. In the course of reviewing the papers filed in the coordination proceedings, I identified language in the Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement") that could be construed to include Sunrun Installation Services, Inc. ("SIS") within the release. Specifically, the Settlement Agreement's definition of "Released Parties" includes Defendant's subsidiaries, affiliates, related entities, and actual or alleged joint employers and co-employers. Because SIS is a subsidiary of Defendant Sunrun Inc. ("Defendant"), that language could be read to extend the release to SIS. SIS is not a party to this Action, and the Parties never intended to include SIS as a Released Party.

7. To eliminate any ambiguity, counsel for Plaintiff and counsel for Defendant met and conferred and negotiated a written amendment to the Settlement Agreement pursuant to paragraph 53 of the Settlement Agreement. On November 12, 2026, Plaintiff, Defendant, and counsel for both Parties executed the First Amendment to Joint Stipulation of PAGA Settlement and Release ("First Amendment"). A true and correct copy of the fully executed First Amendment is attached hereto as Exhibit 6.

8. The First Amendment does the following: (a) adds language to the end of paragraph 17 (Released PAGA Claims) providing that the Released PAGA Claims do not include any claim for civil penalties against SIS; (b) adds language to the end of paragraph 18 (Released Parties) expressly excluding SIS from the definition of "Released Parties" for all purposes, regardless of whether SIS would otherwise qualify as a subsidiary, affiliate, related company, agent, contractor, joint employer, co-employer, predecessor, successor, assign, or co-defendant, and providing that SIS is not an intended third-party beneficiary of any release; (c) adds language to the end of paragraph 36 (Releases by PAGA Settlement Members) providing that no PAGA Settlement Member releases any claim against SIS, including by negotiating an Individual Settlement Payment check; (d) adds language to the end of paragraph 37 (Releases by Plaintiff and LWDA) providing that no claim against SIS held or pursued by the LWDA is released; (e) adds

new paragraph 52.1, a controlling provision confirming that no provision of the Settlement Agreement or its exhibits shall be construed to release, enjoin, or bar any claim against SIS, including any individual, class, representative, or PAGA claim in any pending or future action; and (f) requires that any notice, proposed order, or proposed judgment accurately reflect the exclusion of SIS. The First Amendment is subject to, and becomes effective upon, this Court's approval.

9. The First Amendment narrows the scope of the release only. Except as expressly provided in the First Amendment, the Settlement Agreement is unchanged. The First Amendment does not change the Gross Settlement Amount of $2,950,000.00; the requested attorneys' fees of $973,500.00 and litigation costs of up to $20,000.00; the requested PAGA Representative Enhancement Payment of $10,000.00; the settlement administration costs of $29,950.00; the net PAGA Payment of $1,916,550.00 and its 65%/35% allocation between the LWDA and the PAGA Settlement Members; the PAGA Period of June 2, 2021 through August 10, 2026; the group of Aggrieved Employees; or the formula for calculating Individual Settlement Payments. Accordingly, the First Amendment does not affect the analysis set forth in Plaintiff's Motion regarding the fairness, reasonableness, and adequacy of the settlement, and does not reduce the amount any Aggrieved Employee will receive.

10. Consistent with Section 7 of the First Amendment, the Parties have revised the Notice of Settlement that will accompany each PAGA Settlement Member's Individual Settlement Payment check. The Revised Notice of Settlement (a) states that the Court approved the settlement as amended by the First Amendment, and (b) adds language to the description of the Released PAGA Claims stating that SIS is expressly excluded from the Released Parties and from all releases under the Settlement Agreement and the order and judgment approving it. A true and correct copy of the Revised Notice of Settlement is attached hereto as Exhibit 7. Because the Notice of Settlement is mailed with the settlement payments after the Court grants final approval, no PAGA Settlement Member has received the prior version of the notice.

11. The Parties have also prepared a Second Amended [Proposed] Order and Judgment, which supersedes the previously submitted Amended [Proposed] Order and Judgment.

The Second Amended [Proposed] Order and Judgment approves the First Amendment, provides that all references to the "Settlement Agreement" mean the Settlement Agreement as amended by the First Amendment, and provides that, notwithstanding any other provision of the Order and Judgment, the Settlement Agreement, or the Motion, SIS is expressly excluded from the "Released Parties," and the "Released PAGA Claims" and "Released Claims" exclude any claims against SIS. Its remaining provisions are unchanged. A true and correct copy of the Second Amended [Proposed] Order and Judgment is attached hereto as Exhibit 8, and it is being lodged concurrently with the Court in accordance with California Rules of Court, rule 3.1312.

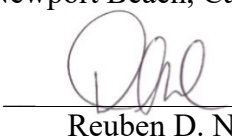
12. This declaration, the First Amendment, the Revised Notice of Settlement, and the Second Amended [Proposed] Order and Judgment are being submitted to the Labor and Workforce Development Agency ("LWDA") through the LWDA's online filing portal concurrently with the filing in this Court, pursuant to Labor Code section 2699, subdivision (s)(2). A true and correct copy of the LWDA's confirmation of that submission is attached hereto as Exhibit 9. As of the date of this declaration, my office has not received any comment or objection from the LWDA regarding the settlement.

13. Defendant executed the First Amendment and approved the Revised Notice of Settlement and the Second Amended [Proposed] Order and Judgment and does not oppose their submission.

14. Plaintiff respectfully requests that the Court consider this Second Supplemental Declaration and its exhibits in connection with the final approval hearing on November 25, 2026, and, to the extent leave is required, grant leave to file these supplemental papers. Good cause exists because the issue was identified only through the coordination proceedings, the Parties acted promptly to resolve it, the First Amendment was executed on November 12, 2026, and these papers are being submitted promptly thereafter. The First Amendment only narrows the release, does not alter any monetary term, and is not opposed by Defendant, and no Aggrieved Employee or other person is prejudiced by its consideration. Plaintiff therefore requests that the Court grant final approval of the Settlement Agreement as amended by the First Amendment and enter the Second Amended [Proposed] Order and Judgment.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

Executed on November 13, 2026 in Newport Beach, California.



Reuben D. Nathan

EXHIBIT 6

Docusign Envelope ID: 39CAFA0E-085B-8834-835C-6D321996CF8F

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Attorneys for Plaintiff Elizabeth Petersen

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, v. SUNRUN INC. and DOES 1-50, Defendants.	Case No. 26CV03332 Assigned to: Hon. Von Deroian, Department: 3 FIRST AMENDMENT TO JOINT STIPULATION OF PAGA SETTLEMENT AND RELEASE

This First Amendment to Joint Stipulation of PAGA Settlement and Release ("Amendment") is entered into by Plaintiff Elizabeth Petersen ("Plaintiff") and Defendant Sunrun Inc. ("Defendant") (collectively, the "Parties").

RECITALS

A. The Parties entered into a Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement") to resolve the Action, subject to Court approval.

B. The Settlement Agreement includes releases benefiting Defendant and other persons and entities described as "Released Parties," including subsidiaries, affiliates, related entities, and actual or alleged joint employers and co-employers.

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C. Given that the intent of the Parties was never to include Sunrun Installation Services Inc. as a Released Party in this Settlement Agreement, the Parties wish to clarify the Agreement to specify that Sunrun Installation Services Inc. is not a Released Party as defined by the Agreement.

D. Pursuant to paragraph 53 of the Settlement Agreement, the Parties enter into this written Amendment, subject to Court approval, solely to implement that exclusion. Except as expressly provided below, the Parties do not modify the Settlement Agreement.

AGREEMENT

The Parties agree as follows:

1. Defined Terms

Capitalized terms not otherwise defined in this Amendment have the meanings assigned to them in the Settlement Agreement.

2. Amendment to Paragraph 17—Released PAGA Claims

The following language is added to the end of paragraph 17 of the Settlement Agreement:

Notwithstanding the foregoing or any other provision of this Settlement Agreement, "Released PAGA Claims" does not include any claim for civil penalties against Sunrun Installation Services, Inc. No claim against Sunrun Installation Services, Inc. is settled, released, waived, discharged, compromised, or extinguished by this Settlement Agreement.

3. Amendment to Paragraph 18—Released Parties

The following language is added to the end of paragraph 18 of the Settlement Agreement:

Notwithstanding the foregoing or any other provision of this Settlement Agreement, Sunrun Installation Services, Inc. is expressly excluded from the definition of "Released Parties" for all purposes under this Settlement Agreement and its exhibits. This exclusion applies regardless of whether Sunrun Installation Services, Inc. otherwise falls within any category of persons or entities identified as Released Parties, including as a subsidiary, affiliate, related company or corporation, agent, contractor, joint employer, alleged joint employer, co-employer, alleged co-employer, predecessor, successor, or assign, or as an actual or alleged co-defendant with Defendant or any other Released Party. Sunrun Installation Services, Inc. is not an intended third-party beneficiary of any release under this Settlement Agreement.

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4. Amendment to Paragraph 36—Releases by PAGA Settlement Members

The following language is added to the end of paragraph 36 of the Settlement Agreement:

The release provided in this paragraph expressly excludes Sunrun Installation Services, Inc. No PAGA Settlement Member releases, waives, discharges, compromises, or extinguishes any claim against Sunrun Installation Services, Inc. by operation of this paragraph or any other provision of this Settlement Agreement. Receipt, endorsement, deposit, or negotiation of an Individual Settlement Payment shall not constitute a release or waiver of any claim against Sunrun Installation Services, Inc.

5. Amendment to Paragraph 37—Releases by Plaintiff and LWDA

The following language is added to the end of paragraph 37 of the Settlement Agreement:

The release provided in this paragraph expressly excludes Sunrun Installation Services, Inc. Nothing in this paragraph or any other provision of this Settlement Agreement releases, waives, discharges, compromises, or extinguishes any claim against Sunrun Installation Services, Inc. held or pursued by the LWDA.

6. Addition of Paragraph 52.1—Controlling Exclusion and Reservation of Claims

The following paragraph is added to the Settlement Agreement as paragraph 52.1:

52.1. Express Exclusion of Sunrun Installation Services, Inc.; Reservation of Claims. Notwithstanding any other provision of this Settlement Agreement or its exhibits, Sunrun Installation Services, Inc. is expressly excluded from the settlement as a released person or entity. No provision of this Settlement Agreement shall be construed to settle, release, waive, discharge, compromise, extinguish, enjoin, or otherwise bar any claim against Sunrun Installation Services, Inc., including any individual, class, representative, or PAGA claim in any pending or future action.

7. Conforming Notice and Approval Documents

Any notice, proposed order, proposed judgment, or other document prepared or submitted by the Parties to describe or implement the releases under the Settlement Agreement shall accurately reflect the express exclusion of Sunrun Installation Services, Inc. No inconsistent description of the releases in such a document shall expand the releases granted under the Settlement Agreement as amended herein.

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8. Court Approval and Effectiveness

This Amendment is subject to Court approval pursuant to paragraph 53 of the Settlement Agreement and shall become effective upon execution by the Parties or their authorized counsel and approval by the Court.

9. Counterparts and Electronic Signatures

This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic, facsimile, and scanned signatures shall have the same force and effect as original signatures.

IT IS SO AGREED.

PLAINTIFF ELIZABETH PETERSEN

Dated: 11/12/2026 Signature: Signed by: 83EDD54BFB96465...

Elizabeth Petersen

DEFENDANT SUNRUN INC.

Dated: 11/12/2026 By:

Name: Jeanna Steele

Title: Chief Legal & People Officer

APPROVED AS TO FORM

NATHAN & ASSOCIATES, APC

Dated: 11/12/2026 By: DocuSigned by: Reuben D. Nathan 3AC2DBE408C347F...

Reuben D. Nathan
Attorneys for Plaintiff Elizabeth Petersen

ARENTFOX SCHIFF LLP

Dated: November 12, 2026 By:

Daniel J. McQueen
Attorneys for Defendant Sunrun Inc.

EXHIBIT 7

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment From *Petersen v. Sunrun Inc., et al.*
Case No. 26CV03332 (Santa Barbara County Superior Court)

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled Elizabeth Petersen v. Sunrun Inc., et al., Case No. 26CV03332 (Santa Barbara County Superior Court) (the "Action").

Summary of the Litigation

The Action was filed against Defendant Sunrun Inc. ("Defendant"). The Action was brought by employees of Defendant on behalf of the State of California and all allegedly "aggrieved employees" of Defendant pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). You have been identified as one of the employees on whose behalf the case was brought based on Defendant's records.

The Plaintiff in the Action claimed that Defendant owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendant denies that it violated the Labor Code or California Wage Orders. After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations. The parties participated in a mediation with Jeffrey Fuchsman, Esq., an experienced and well-respected class action mediator. With Mr. Fuchsman's guidance, the parties were able to negotiate a settlement of Plaintiff's claims. In agreeing to this settlement, Defendant does not admit that it is liable in any way for any penalties. Defendant denies the factual and legal allegations in the case and believes it has valid defenses to Plaintiff's claims. By agreeing to settle, Defendant did not admit to any wrongdoing or that the case can or should proceed as a representative action.

On _____, the Santa Barbara County Superior Court granted final approval of a PAGA Settlement, as amended by the First Amendment to Joint Stipulation of PAGA Settlement and Release ("Settlement Agreement"), and ordered this notice. **You have received this notice because Defendant's records indicate that you are a PAGA Settlement Member** and therefore entitled to a payment from the settlement.

Summary of Settlement Terms

Plaintiff and Defendant have agreed to settle the case in exchange for a Gross Settlement Amount of $2,950,000. This amount includes: (1) attorneys' fees of 33% of the Gross Settlement Amount (i.e., $973,500) and reimbursement of Plaintiff's counsel's actual out-of-pocket costs in the amount of $20,000.00; (2) a PAGA Representative Enhancement Payment in the amount of $10,000 to Plaintiff; (3)

third-party administration costs to the claims administrator in the amount of $29,950.00; and (4) a net PAGA Payment in the amount of $1,916,550.00, of which 65% (i.e., $1,245,757.50) will be allocated to the LWDA and 35% (i.e., $670,792.50) will be allocated to the PAGA Settlement Members. The payment allocated to PAGA Settlement Members is referred to as the PAGA Fund. These figures assume Court approval of the requested payments; the amounts ultimately distributed will reflect the Court's approved awards.

Payments from PAGA Fund. Defendant will calculate the total number of Pay Periods worked by each PAGA Settlement Member from June 2, 2021, to August 10, 2026, or the date the Court approves the settlement, whichever is earlier ("PAGA Period") and the aggregate total number of Pay Periods worked by all PAGA Settlement Members during the PAGA Period. Pay Period means the number of days of employment for each PAGA Settlement Member during the PAGA Period, dividing by 14, and rounding up to the nearest whole number. All PAGA Settlement Members will be credited with at least one Pay Period during the PAGA Period. To determine each PAGA Settlement Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Settlement Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Settlement Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Settlement Members.

According to Defendant's records, you worked during the PAGA Period in a non-exempt position for a total of ____ Pay Periods. Accordingly, your payment from the PAGA Fund is $_____. Pursuant to the settlement, enclosed is a check for your share of a portion of the PAGA Fund.

Released PAGA Claims: Subject to the release conditions and effective provisions of the Settlement Agreement, Plaintiff, the State of California, the LWDA, and the PAGA Settlement Members release, as to the Released Parties only, all claims for civil penalties under PAGA asserted in the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as amended, and/or the February 26, 2026, and May 11, 2026, PAGA letters sent to the LWDA, and/or arising from or related to the facts and claims alleged in the February 26, 2026 and May 11, 2026, PAGA letters sent by Plaintiff to the LWDA. Notwithstanding the foregoing, Sunrun Installation Services, Inc. is expressly excluded from the Released Parties and from all releases under the Settlement Agreement and the order and judgment approving it.

Taxes on Settlement Payments. 100% of any payment you receive from the PAGA Fund will be allocated as non-wages for which an IRS Form 1099-MISC will be issued.

You are not a party to this lawsuit, but you and the State of California will be bound by the settlement in this matter as to civil penalties under the PAGA. If you have any questions, you can contact the settlement administrator (whose contact information is both below and at the top of this letter) or Plaintiff's counsel.
//
//

Plaintiff's counsel can be reached at the following address and phone number:

Reuben D. Nathan, Esq.
NATHAN & ASSOCIATES, APC
2901 W. Coast Highway, Suite 200
Newport Beach, California 92663
Telephone: (949) 270-2798

Very Truly Yours,

[Administrator]

EXHIBIT 8

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Attorneys for Plaintiff Elizabeth Petersen

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

EXHIBIT 9