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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA BARBARA

ELIZABETH PETERSEN, individually,  
and on behalf of other individuals similarly  
situated,

Plaintiff,

v.

SUNRUN INC., a California Corporation;  
and DOES 1 through 100, inclusive,

Defendants.

Case No. 26CV03332

Assigned To: Hon. Thomas P. Anderle  
Dept.: 3

**JOINT STIPULATION OF PAGA  
SETTLEMENT AND RELEASE**

1 This Joint Stipulation of PAGA Settlement and Release (“Settlement” or “Settlement  
2 Agreement”) is made and entered into by and between Plaintiff Elizabeth Petersen, as an individual and  
3 on behalf of all others similarly situated, and Defendant Sunrun Inc. (collectively, the “Parties”).

#### 4 DEFINITIONS

5 The following definitions are applicable to this Settlement Agreement. Definitions contained  
6 elsewhere in this Settlement Agreement will also be effective:

7 1. “Action” means Elizabeth Petersen v. Sunrun Inc., et al., Santa Barbara County Superior  
8 Court Case No. 26CV03332.

9 2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and  
10 approved by the Court for Plaintiff’s Counsel’s litigation of the Action. Plaintiff’s Counsel will request  
11 attorneys’ fees of up to \$973,500. “Attorneys’ Fees and Costs” will also mean and include the additional  
12 reimbursement of any costs and expenses associated with Plaintiff’s Counsel’s litigation of the Action, up  
13 to \$20,000, subject to the Court’s approval. Defendant has agreed not to oppose Plaintiff’s Counsel’s  
14 request for Attorneys’ Fees and Costs as set forth above.

15 3. “PAGA List” means a complete list of all PAGA Settlement Members that Defendant  
16 will diligently and in good faith compile from its records and provide to the Settlement Administrator  
17 within 20 calendar days after Settlement Approval. The PAGA List will be formatted in Excel and will  
18 include each PAGA Settlement Member’s full name; most recent mailing address and telephone number;  
19 Social Security number; dates of employment; the respective number of Pay Periods that each PAGA  
20 Settlement Member worked during the PAGA Period; and any other relevant information needed to  
21 calculate settlement payments.

22 4. “PAGA Notice” means the Notice of PAGA Settlement, substantially in the form  
23 attached as Exhibit A.

24 5. “PAGA Representative Enhancement Payment” means the amounts to be paid to  
25 Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of PAGA Settlement  
26 Members, and for her general release of claims. Subject to the Court granting approval of this Settlement  
27 Agreement and subject to the exhaustion of all appeals, Plaintiff will request Court approval of a PAGA  
28 Representative Enhancement Payment of up to \$10,000 to Plaintiff.

6. “Court” means the Santa Barbara County Superior Court.

7. “Defendant” means Sunrun Inc.

8. “Effective Date” means the date of Settlement Approval by the Court.

9. “Settlement Approval” means the date on which the Court enters an order granting approval of the Settlement Agreement. For purposes of this Agreement, the settlement “becomes final” only after the Court grants Settlement Approval and upon service of the Notice of Entry of Order and/or Judgment, and upon the latter of: (i) if no appeal, or other challenge is filed, the sixty-first day following Notice of Entry of the Court’s Order; (ii) the date of affirmance of an appeal of the Order Granting Settlement Approval becomes final under the California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting Settlement Approval or the final dismissal of any proceeding on review of any court of appeal decision relating to the Order Granting Settlement Approval.

10. “Gross Settlement Amount” means the Gross Settlement Amount of \$2,950,000, to be paid by Defendant in full satisfaction of all Released PAGA Claims, which includes all Individual PAGA Settlement Payments, Attorneys’ Fees and Costs, the PAGA Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In no event will Defendant be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for any employer payroll taxes required by law, if any, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

11. “Individual Settlement Payment” means each PAGA Settlement Member’s respective shares of the Net Settlement Fund.

12. “Net Settlement Fund” means the portion of the Gross Settlement Amount remaining after deducting the Attorneys’ Fees and Costs, the PAGA Representative Enhancement Payment, PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to PAGA Settlement Members. The Parties agree that if the above amounts are approved by the Court as intended by the Parties, then the Net Settlement Amount shall be \$1,906,500 (i.e., \$2,950,000 Gross

1 Settlement Amount - \$973,500 Attorney's Fees - \$20,000 Costs - \$10,000 PAGA Representative  
2 Enhancement - \$40,000 Settlement Administration Costs = \$1,906,500). Pursuant to the PAGA, and  
3 assuming the above amounts are approved by the Court as intended by the Parties, the Parties have agreed  
4 that 65% of the Net Settlement Fund (i.e., \$1,239,225) will be paid to the LWDA (the "LWDA  
5 Payment"), and 35% of the Net Settlement Fund (i.e., \$667,275) will be disbursed to PAGA Settlement  
6 Members ("PAGA Fund").

7 13. "PAGA Settlement Members" means all persons who worked for Defendant in  
8 California as non-exempt employees during the PAGA Period, which is defined to mean the period from  
9 June 2, 2021, to August 10, 2026, or the date the Court approves the Settlement, whichever is earlier.

10 14. "Parties" means Plaintiff and Defendant collectively.

11 15. "Plaintiff" means Plaintiff Elizabeth Petersen.

12 16. "Settlement Approval" means the date on which the Court enters an order granting  
13 approval of the Settlement Agreement.

14 17. "Released PAGA Claims" means all claims for civil penalties under PAGA asserted in  
15 the Action, as amended, and/or arising from or related to the facts and claims alleged in the Action, as  
16 amended, and/or the February 26, 2026, and May 11, 2026, PAGA letters sent to the LWDA, and/or  
17 arising from or related to the facts and claims alleged in the February 26, 2026 and May 11, 2026, PAGA  
18 letters sent by Plaintiff to the LWDA.

19 18. "Released Parties" means Defendant, and each of its past, present, and future agents,  
20 employees, clients, servants, officers, directors, managing agents, owners (whether direct or indirect),  
21 partners, trustees, representatives, shareholders, attorneys, parents, subsidiaries, related companies/  
22 corporations, assigns, predecessors, successors, insurers, joint employers, potential and alleged joint  
23 employers, temporary staffing agencies, common law employers, potential and alleged common law  
24 employers, dual employers, potential and alleged dual employers, co-employers, potential and alleged co-  
25 employers, contractors, affiliates, any person and/or entity alleged to have joint liability, and all of their  
26 respective past, present and future employees, directors, officers, owners, agents, representatives, payroll  
27 agencies, attorneys, fiduciaries, parents, subsidiaries, and assigns.

28 19. "Settlement Administration Costs" means the costs payable from the Gross Settlement

1 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,  
2 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross  
3 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The  
4 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,  
5 any such costs in excess of the amount represented by the Settlement Administrator as being the  
6 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently  
7 estimated to be \$40,000.

8 20. "Settlement Administrator" means ILYM Group, Inc., or any other third-party class  
9 action settlement administrator agreed to by the Parties and approved by the Court for the purposes of  
10 administering this Settlement. The Parties each represent that they do not have any financial interest in  
11 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that  
12 could create a conflict of interest.

13 21. "Pay Periods" means the number of days of employment for each PAGA Settlement  
14 Member during the PAGA Period, dividing by 14, and rounding up to the nearest whole number. All  
15 PAGA Settlement Members will be credited with at least one Pay Period during the PAGA Period.

#### 16 **TERMS OF AGREEMENT**

17 The Plaintiff, on behalf of herself and PAGA Settlement Members, and Defendant agree as  
18 follows:

19 22. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of the  
20 Gross Settlement Amount of \$2,950,000 into a Qualified Settlement Account to be established by the  
21 Settlement Administrator. Defendant will pay the employer's share of payroll taxes, if any, separately.  
22 After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement  
23 Payments; (b) the PAGA Settlement Amount; (c) the PAGA Representative Enhancement Payments; (d)  
24 Attorneys' Fees and Costs; and (e) Settlement Administration Costs. Defendant will deposit the Gross  
25 Settlement Amount within 10 calendar days of the Effective Date ("Funding Date").

26 23. Attorneys' Fees and Costs. Defendant agrees not to oppose any request by Plaintiff's  
27 Counsel for attorneys' fees of not more than \$973,500. Defendant also agrees not to oppose any request  
28

by Plaintiff's Counsel for reimbursement of out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action, not to exceed \$20,000.

24. PAGA Representative Enhancement Payment. In exchange for a general release, and in recognition of her efforts and work in prosecuting the Action on behalf of PAGA Settlement Members, Defendant agrees not to oppose or impede any request for a PAGA Representative Enhancement Payment of up to \$10,000 to Plaintiff. The PAGA Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the PAGA Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of PAGA Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court.

25. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be \$40,000. These costs, which will be paid from the Gross Settlement Amount, will include the required tax reporting on the Individual Settlement Payment, the issuing of 1099 Forms, distributing PAGA Notices, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations.

26. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Settlement Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Settlement Members will receive their share of the Settlement Fund. The Parties also agree that no PAGA Settlement Member has the right to object to the PAGA Settlement Amount.

27. Net Settlement Fund. The entire Net Settlement Fund will be distributed to PAGA Settlement Members. No portion of the Net Settlement Fund will revert to or be retained by Defendant.

28. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the PAGA Settlement Fund based on the number of Pay Periods a PAGA Settlement Member worked during PAGA Period. Specific calculations of Individual Settlement

1 Payments will be made as follows:

2                   28(a) Payments from the PAGA Fund. Defendant will calculate the total number of  
3 Pay Periods worked by each PAGA Settlement Member during the PAGA Period and the aggregate total  
4 number of Pay Periods worked by all PAGA Settlement Members during the PAGA Period. To  
5 determine each PAGA Settlement Member's estimated "Individual Settlement Payment," the Settlement  
6 Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total  
7 number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Settlement Member's  
8 "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Settlement  
9 Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be  
10 disbursed to all PAGA Settlement Members.

11           29. No Credit Toward Benefit Plans. The Individual Settlement Payments made to PAGA  
12 Settlement Members under this Settlement, as well as any other payments made pursuant to this  
13 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any  
14 PAGA Settlement Members may be eligible, including, but not limited to profit-sharing plans, bonus  
15 plans, 401(k) plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is  
16 the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts  
17 to which any PAGA Settlement Members may be entitled under any benefit plans.

18           30. Administration Process. The Parties agree to cooperate in the administration of the  
19 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in  
20 administration of the Settlement.

21           31. Delivery of the PAGA List. Within 20 calendar days of Settlement Approval, Defendant  
22 will provide the PAGA List to the Settlement Administrator.

23           32. Notice by First-Class U.S. Mail. Within 10 calendar days after receiving the PAGA List  
24 from Defendant, the Settlement Administrator will mail a PAGA Notice to all PAGA Settlement  
25 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in  
26 the PAGA List.

27           33. Confirmation of Contact Information in the PAGA List. Prior to mailing, the Settlement  
28 Administrator will perform a search based on the National Change of Address Database for information

1 to update any identifiable address changes. Any PAGA Notices returned to the Settlement Administrator  
2 as non-deliverable will be sent promptly via regular First-Class U.S. Mail to the forwarding address  
3 affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the PAGA  
4 Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to  
5 determine the correct address using a skip-trace, or other search using the name, address, and/or Social  
6 Security number of the PAGA Settlement Member involved and will then perform a single re-mailing.

7 34. PAGA Notices. Each PAGA Notice will provide: (a) information regarding the nature  
8 of the Action; (b) a summary of the Settlement's principal terms; (c) the PAGA Settlement Member  
9 definitions; (d) the total number of Pay Periods each PAGA Settlement Member worked for Defendant  
10 during the PAGA Period; (e) each PAGA Settlement Member's Individual Settlement Payment and the  
11 formula for calculating Individual Settlement Payments; (f) the dates which comprise the PAGA Period;  
12 and (g) the claims to be released.

13 35. Escalator. The Gross Settlement Amount was calculated with, and is premised on, the  
14 understanding that PAGA Settlement Members worked an estimated total of 91,493 Pay Periods during  
15 the PAGA Period as of May 12, 2026. If the number of Pay Periods worked by PAGA Settlement  
16 Members during the PAGA Period exceeds 100,642 (i.e., 10% more than the number of biweekly Pay  
17 Periods estimated by Defendant as of May 12, 2026), then at Defendant's option, the PAGA settlement  
18 will either increase by 1% for every 1% over the 10% threshold, or the PAGA period will end on the date  
19 the number of biweekly Pay Periods equals 100,642. Defendant will provide Plaintiff with the final  
20 number of biweekly Pay Periods and notify Plaintiff of its election if the escalator is triggered, prior to the  
21 settlement approval motion.

22 36. Releases by PAGA Settlement Members. Upon the Funding Date, each PAGA  
23 Member, together and individually, on their behalf and on behalf of their respective heirs, executors,  
24 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released  
25 Parties, or any of them, from each of the Released PAGA Claim arising during the PAGA Period.

26 37. Releases by Plaintiff and LWDA. Upon the Funding Date, Plaintiff, the State of  
27 California, and the LWDA shall fully and forever release and discharge all of the Released Parties, or any  
28 of them, from each of the Released PAGA Claims during the PAGA Period.

1           38.     Certification Reports Regarding Individual Settlement Payment Calculations. The  
2 Settlement Administrator will provide to counsel for both Parties any reports regarding the administration  
3 of the Settlement Agreement as needed or requested.

4           39.     Distribution Timing of Individual Settlement Payments. Within 10 calendar days of the  
5 Funding Date, the Settlement Administrator will issue payments to: (a) PAGA Settlement Members; (b)  
6 the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Plaintiff's Counsel. The Settlement  
7 Administrator will also issue a payment to itself for Court-approved services performed in connection  
8 with the Settlement.

9           40.     Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment  
10 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for  
11 more than 180 calendar days after issuance will be tendered to the unclaimed property fund of the State of  
12 California.

13           41.     Certification of Completion. Upon completion of administration of the Settlement, the  
14 Settlement Administrator will provide a written declaration under oath to certify such completion to the  
15 Court and counsel for all Parties.

16           42.     Treatment of Individual Settlement Payments. All Individual Settlement Payments will  
17 be allocated as 100% non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to  
18 PAGA Settlement Members from the PAGA Fund will be treated as non-wages for which IRS Forms  
19 1099-MISC will be issued.

20           43.     Administration of Taxes by the Settlement Administrator. The Settlement Administrator  
21 will be responsible for issuing to Plaintiff, PAGA Settlement Members, and Plaintiff's Counsel any W-2,  
22 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The  
23 Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the  
24 appropriate government authorities.

25           44.     Tax Liability. Defendant makes no representation as to the tax treatment or legal effect  
26 of the payments called for hereunder, and Plaintiff and PAGA Settlement Members are not relying on  
27 any statement, representation, or calculation by Defendant or by the Settlement Administrator in this  
28 regard.

1           45.     Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES  
2 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS  
3 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)  
4 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO  
5 WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR  
6 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL  
7 ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE  
8 RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY  
9 DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE  
10 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN,  
11 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN  
12 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT  
13 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR  
14 ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY  
15 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER  
16 PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE  
17 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY  
18 HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY  
19 SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER  
20 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE  
21 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY  
22 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS  
23 AGREEMENT.

24           46.     No Prior Assignments. The Parties and their counsel represent, covenant, and warrant  
25 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,  
26 or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or  
27 right herein released and discharged.

28           47.     Nullification of Settlement Agreement. In the event that: (a) the Court does not approve

1 the Settlement as provided herein; or (b) the Settlement is not approved for any other reason, then this  
2 Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any  
3 order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be  
4 treated as void from the beginning.

5 48. Settlement Approval Hearing. Plaintiff will obtain a hearing before the Court to request  
6 the approval of the Settlement Agreement, including: (a) Attorneys' Fees and Costs; (b) the PAGA  
7 Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the LWDA Payment; and  
8 (e) all Settlement Administration Costs. The Court's approval will provide for the PAGA Notice to be  
9 sent to all PAGA Settlement Members as specified herein. In conjunction with the approval hearing,  
10 Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will  
11 include the proposed Notice of PAGA Settlement, attached as Exhibit A. Plaintiff's Counsel will be  
12 responsible for drafting all documents necessary to obtain approval. Plaintiff's Counsel will also be  
13 responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

14 49. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the  
15 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its approval.  
16 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing:  
17 (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration  
18 matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this  
19 Settlement Agreement. A copy of the Judgment will be posted to the Settlement Administrator's website.

20 50. Release by Plaintiff. As of the date of Judgment and funding of the Gross Settlement  
21 Amount in full by Defendant, Plaintiff, in her individual capacity, fully and finally releases Defendant,  
22 and each of their past, present, and future agents, employees, clients, officers, directors, managing agents,  
23 owners (whether direct or indirect), partners, trustees, representatives, shareholders, attorneys, parents,  
24 subsidiaries, related companies/corporations and/or partnerships, assigns, predecessors, successors,  
25 insurers, joint employers, potential and alleged joint employers, temporary staffing agencies, common  
26 law employers, potential and alleged common law employers, dual employers, potential and alleged dual  
27 employers, co-employers, potential and alleged co-employers, contractors, affiliates, any person and/or  
28 entity alleged to have joint liability, and all of their respective past, present and future employees,

1 directors, officers, owners, agents, representatives, payroll agencies, attorneys, fiduciaries, parents,  
2 subsidiaries, and assigns (collectively, the “Released Parties”), from any and all claims, known and  
3 unknown, under federal, state, and/or local law, including but not limited to claims arising from or related  
4 to her employment or association with Defendant (“Plaintiff’s Released Claims”). Plaintiff’s Released  
5 Claims include, but are not limited to, all claims asserted in the Action, as amended, and/or arising from  
6 or related to the Action, as amended, or the PAGA letters sent to the LWDA on Plaintiff’s behalf.  
7 Plaintiff’s Released Claims include all claims for unpaid wages, including, but not limited to, failure to  
8 pay minimum wages, straight time compensation, overtime, and interest; the calculation of the regular  
9 rate of pay; wages related to alleged illegal time rounding; meal and rest period premiums; failure to  
10 provide meal periods; failure to authorize and permit rest periods; reimbursement for all necessary  
11 business expenses; payment for all hours worked, including off-the-clock work, and claims relating to  
12 standby time; failure to pay vacation wages; timely payment of wages due; unlawful deductions; failure  
13 to keep accurate records; unfair business practices; penalties, including, but not limited to, recordkeeping  
14 penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys’  
15 fees and costs. Plaintiff’s Released Claims include all claims arising under the California Labor Code; all  
16 claims arising under: the Wage Orders of the California Industrial Welfare Commission; the California  
17 Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code  
18 sections 17200, *et seq.*; the California Civil Code, to include but not limited to, sections 3287, 3336 and  
19 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of Civil Procedure § 1021.5; the California  
20 common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; federal common law; and the Employee  
21 Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* Plaintiff’s Released Claims also include all  
22 claims for lost benefits, emotional distress, retaliation, punitive damages, and attorneys’ fees and costs  
23 arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful  
24 termination, such as, by way of example only, 42 U.S.C. section 1981, Title VII of the Civil Rights Act of  
25 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, and the  
26 California Fair Employment and Housing Act; and the law of tort. This release excludes the release of  
27 claims not permitted by law.

28 Plaintiff’s Released Claims include all claims, whether known or unknown. Even if Plaintiff

1 discovers facts in addition to or different from those that she now knows or believes to be true with  
2 respect to the subject matter of Plaintiff's Released Claims, those claims will remain released and forever  
3 barred. Thus, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits of section  
4 1542 of the California Civil Code, which reads:

5 **A general release does not extend to claims that the creditor or releasing party does not**  
6 **know or suspect to exist in his or her favor at the time of executing the release and that, if**  
7 **known by him or her, would have materially affected his or her settlement with the debtor**  
8 **or released party.**

9 51. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the  
10 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth  
11 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

12 52. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the  
13 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements  
14 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section  
15 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is  
16 to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and  
17 the Parties agree that no such extrinsic oral or written representations or terms will modify, vary, or  
18 contradict the terms of this Settlement Agreement.

19 53. Amendment or Modification. No amendment, change, or modification to this Settlement  
20 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved  
21 by the Court.

22 54. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and  
23 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement  
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to  
25 this Settlement Agreement to effectuate its terms and to execute any other documents required to  
26 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each  
27 other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement  
28 on the form or content of any document needed to implement the Settlement, or on any supplemental

1 provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the  
2 assistance of the Court to resolve such disagreement.

3 55. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,  
4 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

5 56. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto  
6 will be governed by and interpreted according to the laws of the State of California.

7 57. Execution and Counterparts. This Settlement Agreement is subject only to the execution  
8 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All  
9 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned  
10 copies of the signature page, will be deemed to be one and the same instrument.

11 58. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this  
12 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this  
13 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account  
14 all relevant factors, present and potential. The Parties further acknowledge that they are each represented  
15 by competent counsel and that they have had an opportunity to consult with their counsel regarding the  
16 fairness and reasonableness of this Settlement.

17 59. Invalidity of Any Provision. Before declaring any provision of this Settlement  
18 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent  
19 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement  
20 valid and enforceable.

21 60. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute  
22 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In  
23 entering into this Settlement, Defendant do not admit, and specifically deny, that they violated any  
24 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or  
25 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached  
26 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with  
27 respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any  
28 of the negotiations connected with it, will be construed as an admission or concession by Defendant of

1 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to  
2 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be  
3 offered or received as evidence in any action or proceeding to establish any liability or admission on the  
4 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-  
5 compliance with, federal, state, local or other applicable law.

6 61. No Public Comment: Neither Plaintiff nor Plaintiff's counsel shall issue any press  
7 release or announcement of any kind related in any way to the settlement. Plaintiff and Plaintiff's counsel  
8 agree that, prior to approval of the settlement, they will keep the terms of this settlement confidential  
9 except for purposes of communicating with Plaintiff and the Court. Plaintiff shall be informed that the  
10 settlement is confidential and shall be advised to keep the settlement confidential. From and after  
11 approval of the settlement, Plaintiff and Plaintiff's Counsel may: (1) as required by law; (2) as required  
12 under the terms of the settlement; or (3) as required under counsel's duties and responsibilities as Counsel,  
13 comment regarding the specific terms of the settlement. In all other cases, Plaintiff and Plaintiff's  
14 Counsel agree to limit their statements regarding the terms of the settlement, whether oral, written, or  
15 electronic, to say the Action has been resolved and that Plaintiff and Plaintiff's Counsel are satisfied with  
16 the settlement terms.

17 62. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement  
18 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or  
19 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

20 63. Enforcement Actions. If one or more of the Parties institutes any legal action or other  
21 proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare  
22 rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover  
23 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees  
24 incurred in connection with any enforcement actions.

25 64. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and  
26 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed  
27 more strictly against one party than another merely because it may have been prepared by counsel for one  
28

of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

65. Representation By Counsel. The Parties acknowledge they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Plaintiff's Counsel warrant and represent that there are no liens on the Settlement Agreement.

66. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

67. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

68. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

### READ CAREFULLY BEFORE SIGNING

#### PLAINTIFF

Signed by:



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Elizabeth Petersen

Dated: 5/29/2026

#### DEFENDANT

Dated: \_\_\_\_\_

Sunrun Inc.

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### READ CAREFULLY BEFORE SIGNING

#### PLAINTIFF

Dated: \_\_\_\_\_

\_\_\_\_\_  
Elizabeth Petersen

#### DEFENDANT

Dated: 5/29/2026

\_\_\_\_\_  


Sunrun Inc.

**APPROVED AS TO FORM**

**NATHAN & ASSOCIATES, APC**

DocuSigned by:

*Reuben D. Nathan*

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Dated: 5/29/2026

By:

Reuben Nathan  
Attorneys for Plaintiff

**ARENTFOX SCHIFF LLP**

Dated:

By:

Daniel J. McQueen  
Attorneys for Defendant

**APPROVED AS TO FORM**

**NATHAN & ASSOCIATES, APC**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Reuben Nathan  
Attorneys for Plaintiff

**ARENTFOX SCHIFF LLP**

Dated: May 29, 2026

By:  \_\_\_\_\_

Daniel J. McQueen  
Attorneys for Defendant

# EXHIBIT A

<<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 [REDACTED], the Santa Barbara County Superior Court granted final approval of a PAGA Settlement 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 up to one-third of the Gross Settlement Amount (i.e., \$973,500) and reimbursement of Plaintiff’s counsel’s actual out-of-pocket costs, which are not expected to exceed \$20,000.00; (2) an PAGA Enhancement Award in the amount of up to \$10,000 to Plaintiff; (3) reasonable third-party administration costs to the claims administrator (\$40,000); and (4) a PAGA Payment in the amount of \$1,906,500.00, of which 65% (i.e., \$1,239,225.00) will be allocated to the LWDA and 35% (i.e., \$667,275.00) will

be allocated to the PAGA Settlement Members. The payment allocated to PAGA Settlement Members is referred to as the PAGA Fund.

**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 [REDACTED] Pay Periods. Accordingly, your payment from the PAGA Fund is \$ [REDACTED]. Pursuant to the settlement, enclosed is a check for your share of a portion of the PAGA Fund.

**Released PAGA Claims:** Plaintiff and the LWDA shall release 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.

**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]