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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. Thomas
P. Anderle, Dept.3]*

**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: July 1, 2026

Time: 10:00 a.m.

Dept: 3

1 The Court has considered PLAINTIFF’S NOTICE OF MOTION AND UNOPPOSED
2 MOTION FOR ORDER: GRANTING FINAL APPROVAL OF PAGA SETTLEMENT ;
3 APPROVING REQUEST FOR SETTLEMENT ADMINISTRATOR COSTS; APPROVING
4 REQUEST FOR ATTORNEYS’ FEES AND COSTS; AND APPROVING REQUEST FOR
5 PAGA REPRESENTATIVE ENHANCEMENT PAYMENT, (“Motion”), all documents filed in
6 support thereof, including the PAGA Settlement Agreement (“Settlement Agreement”), and the
7 record in this action (“the Litigation”). The matter having been submitted and good cause
8 appearing, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

9 1. All defined terms contained herein shall have the same meaning as set forth in the
10 Joint Stipulation of PAGA Settlement and Release (“Settlement Agreement”) and the Motion.
11 The Labor Code Private Attorneys General Act, codified at California Labor Code section 2698
12 *et seq.* is referred to herein as “PAGA.”

13 2. The Action consists of (a) a representative action by Plaintiff Elizabeth Petersen
14 (“Plaintiff”) against Defendant Sunrun Inc. (“Defendant” or “Sunrun”) representing a total of
15 91,493 Pay Periods under PAGA for penalties on behalf of the State of California and 10,315
16 employees of Defendants who, during the PAGA Period (from June 2, 2021 through August 10,
17 2026 (“PAGA Period”) are all non-exempt employees who are or were employed by Defendants
18 in the State of California during the PAGA Period (“Aggrieved Employees”).

19 3. The Court has jurisdiction over the subject matter of the Litigation, the Plaintiff,
20 the Aggrieved Employees, and Defendant. This Judgment shall be binding not only on the named
21 parties to the litigation but also on all Aggrieved Employees and the State of California, who are
22 hereby barred by the doctrine of res judicata from re-litigating the Released Claims. *See Arias v.*
23 *Superior Court*, 46 Cal. 4th 969, 986 (2009) (holding that a judgment in a representative action
24 brought by an aggrieved employee under PAGA is binding not only on the named employee
25 Plaintiff but also on state labor law enforcement agencies and any aggrieved employee not a party
26 to the proceeding).

27 4. In accordance with the Settlement Agreement, which the Court hereby approves
28 based on good cause showing for the reasons set forth in the Motion with no objection received

1 from the LWDA: (a) The Gross Settlement Amount under this Settlement Agreement is two
2 million nine hundred and fifty thousand dollars (\$2,950,000.00), which includes any and all
3 payments that shall be made pursuant to the Settlement Agreement to the Labor Workforce
4 Development Agency, the Aggrieved Employees, Plaintiff's Counsels' fees and litigation costs,
5 Service Payment to the named Plaintiff, and all third-party costs of settlement administration; (b)
6 ILYM Group, Inc. settlement administrators is hereby approved to administer this Settlement;
7 and (c) the LWDA and all Aggrieved Employees are hereby permanently enjoined from pursuing,
8 or seeking to reopen, any Released Claims against any Released Parties.

9 5. The Court awards Plaintiff's request for attorneys' fees in the amount of
10 \$937,500.00 to Nathan & Associates APC, Plaintiff's request for reimbursement of litigation
11 costs in the amount of \$20,000.00, and Plaintiff's PAGA representative enhancement award
12 totaling \$10,000.00. The Court finds that the attorneys' fees, litigation costs, and Plaintiff's
13 representative awards are reasonable under the circumstances of this matter, including the length
14 of the proceeding and effort required. No party shall be deemed a prevailing party, and except as
15 provided in this Paragraph, all parties shall bear their own attorneys' fees and litigation costs.

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

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

19 8. Pursuant to PAGA and Labor Code section 2699(l) in particular, the Court
20 approves the Settlement and finds that it is fair, just, reasonable and adequate. All Parties are
21 directed to perform their duties in accordance with the terms set forth in the Settlement
22 Agreement.

23 9. All of the Released PAGA Claims in the Settlement Agreement are deemed
24 adjudicated and extinguished with prejudice as to the Plaintiff, all of the other Aggrieved
25 Employees, and the State of California.

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

1 Judgment.

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

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

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

18 14. The Court reserves exclusive and continuing jurisdiction over the Action, the PAGA
19 Representative, the Aggrieved Employees and Defendant for the purposes of supervising the
20 implementation, enforcement, construction, administration and interpretation of the Settlement
21 Agreement and this Judgment.

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15. By _____, 2026, Plaintiff must file a Declaration and/or Final Report Re:
Distribution of Settlement Funds.

16. The Court sets a final accounting hearing on _____, 2026.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Hon. Thomas P. Anderle
Judge of the Superior Court