

KRISTIN K. MAYES
ATTORNEY GENERAL
 (Firm State Bar No. 14000)
 DYLAN JONES (BAR NO. 034185)
 AMANDA M. SALVIONE (BAR NO. 032136)
 ASSISTANT ATTORNEYS GENERAL
 OFFICE OF THE ATTORNEY GENERAL
 2005 North Central Avenue
 Phoenix, AZ 85004-1592
 Telephone: (602) 542-8798
 Facsimile: (602) 542-4377
 Email: consumer@azag.gov
Attorneys for the State of Arizona

SUPERIOR COURT OF ARIZONA

IN MARICOPA COUNTY

STATE OF ARIZONA, *ex rel.* KRISTIN K.
 MAYES, Attorney General,

Plaintiff,

v.

SUNRUN INC., a Delaware corporation, and
 VIVINT SOLAR, INC., a Delaware
 corporation,

Defendants.

Case No.: CV2025-017541

STIPULATED CONSENT AGREEMENT

(Assigned to the Hon. Randall Warner)

The State of Arizona, *ex rel.* Kristin K. Mayes, the Attorney General (the “State”), filed a Complaint (the “Complaint”) and commenced this civil action (the “Civil Action”) against Defendants Sunrun Inc. (“Sunrun”) and Vivint Solar Inc. (“Vivint Solar”) collectively, “Defendants”), alleging that Defendants violated the Arizona Consumer Fraud Act, A.R.S. §§ 44-1521 to -1534 (the “ACFA”). Defendants waived service of the Complaint and deny the allegations made by the State therein. For purposes of settlement, however, Defendants have waived their right to a trial in this matter admitted that this Court has jurisdiction over the subject matter and parties, and stipulated that this Court may enter this Stipulated Consent Agreement

1 (“Consent Agreement”) and retain jurisdiction over this matter for purposes of enforcing the
2 Consent Agreement. Defendants have consented and stipulated to the entry of this Consent
3 Agreement in order to compromise and settle disputed claims in connection with an investigation
4 under the ACFA, and not out of any admission or acknowledgment by Defendants of any guilt,
5 wrongdoing, violation, or sanction, and the Consent Agreement is not to be construed as such.

6 **PARTIES**

- 7 1. The State is authorized to bring this Civil Action under the ACFA.
- 8 2. Sunrun is a Delaware corporation incorporated on June 20, 2008.
- 9 3. Vivint Solar is a Delaware corporation incorporated on August 12, 2011. Sunrun
10 acquired Vivint Solar in October of 2020 and Vivint Solar is a subsidiary of Sunrun.
- 11 4. The following entities also operated in Arizona as subsidiaries of or related entities
12 to Sunrun or Vivint Solar during the times relevant to this Consent Agreement, and are intended
13 both to be third-party beneficiaries of this Consent Agreement and to be bound by the Consent
14 Agreement: Sunrun South, LLC, Sunrun Installation Services, Inc., Vivint Solar Developer LLC,
15 Vivint Solar Operations LLC, and Vivint Solar Holdings Inc. (collectively, the “Related
16 Entities”).
- 17 5. This Court has jurisdiction over the parties and this matter, to the extent necessary
18 for the Court to enter this Consent Agreement and to enter, if appropriate, any future orders
19 pursuant to A.R.S. § 44-1528 and this Consent Agreement.

20 **DEFINITIONS**

21 6. For the purpose of this Consent Agreement, the following words or terms shall
22 have the below-given meanings, which meanings shall apply whenever the words and terms
23 appear in this Consent Agreement:

- 24 a. “Advertise” or “Advertisement” shall refer to any attempt by Sunrun through
25 publication, dissemination, Solicitation, or circulation, oral or written, to induce
26 directly or indirectly any person to enter into any obligation or acquire any title or
27 interest in any Solar Energy System.

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- 1 b. “Arizona Consumer” shall refer to any consumer located in the State of Arizona or
2 to other individuals that own or rent property in Arizona, as related to such
3 properties, and is not limited to Sunrun’s Customers.
- 4 c. “Attorney General” or “State” shall refer to the Attorney General of the State of
5 Arizona and the Arizona Attorney General’s Office.
- 6 d. “Clear and Conspicuous” or “Clearly and Conspicuously” shall mean a statement
7 that, regardless of the medium in which it is made, is presented in such size, color,
8 contrast, duration, location, and audibility, compared to the other information with
9 which it is presented, that it is readily apparent and understandable and in language
10 and in terms used in accordance with their common or ordinary usage and meaning.
11 If such statement modifies, explains or clarifies other information with which it is
12 presented, it must be presented in close proximity to the information it modifies,
13 explains or clarifies in a manner that is readily apparent and understandable.
- 14 e. “Customer” shall refer to a Person who is or was a party to an agreement with either
15 Defendant for the purchase, lease, and/or installation of a Solar Energy System
16 located on a residential property in Arizona owned by that same Person.
- 17 f. “Customer Service Representative” shall mean any Person employed by or on
18 behalf of Sunrun whose job tasks include, amongst other things, receiving and/or
19 responding to inquiries and/or complaints generated from Arizona Consumers.
- 20 g. “Effective Date” shall refer to the date that this Consent Agreement is entered by
21 the Court.
- 22 h. “Lease” shall refer to any version of the residential Solar Energy System lease
23 agreement or any other agreement to install a Solar Energy System on a residential
24 property entered into between Vivint Solar or Sunrun and a Customer and intended
25 to serve a residential property located in Arizona.
- 26 i. “Person” means any natural person, or to marital community, trust, or other legal
27 entity holding title to real property for the benefit of one or more natural persons,
28 or the person’s legal representative.

- 1 j. “Related Entities” shall refer to the subsidiaries of or related entities to Sunrun or
2 Vivint Solar, as identified in ¶ 4, above.
- 3 k. “ROC” means the Arizona Registrar of Contractors.
- 4 l. “Sales Representatives” shall mean any Person hired by Sunrun or Vivint Solar or
5 a third party as an employee or an independent contractor, who directly engages
6 with prospective Arizona Consumers or Customers for the purpose of Soliciting
7 and/or selling Solar Energy Systems on behalf of Sunrun or Vivint Solar.
- 8 m. “Solar Contract” or “Solar Contracts” shall refer to both Sunrun Solar Contracts
9 and Vivint Solar Contracts.
- 10 n. “Solar Energy System” shall refer to any residential solar photovoltaic systems or
11 residential solar thermal systems that are offered for sale or lease through a Solar
12 Contract.
- 13 o. “Solar Products/Services” means residential Solar Energy Systems, energy storage
14 products, and energy collection and transmission services.
- 15 p. “Solicitation” shall refer to both the door-to-door solicitation and telephone
16 solicitation of Arizona Consumers by or on behalf of Sunrun or Vivint Solar
17 (including any affiliates and subsidiaries) to sell merchandise. This definition
18 applies to other forms of the word “Solicitation” including, without limitation,
19 “Solicits” and “Soliciting.”
- 20 q. “SPA” shall refer to any version of a residential Solar Energy System purchase
21 agreement entered into between Sunrun or Vivint Solar and a Customer for the
22 purchase by the Customer (and the installation by Sunrun or Vivint Solar) or a Solar
23 Energy System intended to serve residential property located in Arizona that is not
24 otherwise deemed a Lease.
- 25 r. “Sunrun Solar Contract” shall refer to any version of the Lease or SPA, as well as
26 any contract, agreement or other titled document which is presented by or on behalf
27 of Sunrun to Arizona Consumers for the purchase and/or lease of a Solar Energy
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1 System or the energy it generates, as well as all attachments, exhibits, addenda,
2 amendments, and ancillary agreements.

3 s. "Training Materials" means the training materials created and implemented by
4 Defendants for their employees, including but not limited to sales training materials
5 and customer service training materials.

6 t. "Vivint Solar Contract" shall refer to any version of the Lease or SPA, as well as
7 any contract, agreement or other titled document which is presented by or on behalf
8 of Vivint Solar to Arizona Consumers for the purchase and/or lease of a Solar
9 Energy System or the energy it generates, as well as all attachments, exhibits,
10 addenda, amendments, and ancillary agreements. It is understood that Vivint Solar
11 no longer sells or solicits business in Arizona.

12 **FACTUAL ALLEGATIONS**

13 7. As alleged in the Complaint, the State asserts that Defendants violated the ACFA
14 by marketing, advertising, selling and/or leasing Solar Products/Services throughout Arizona
15 from approximately 2009 to 2023. Sunrun denies that assertion and maintains that it no longer
16 directly markets, advertises, sells or leases Solar Energy Systems in Arizona, and instead simply
17 services and maintains the Leases and Solar Energy Systems and responds to and resolves
18 consumer service inquiries.

19 8. The Parties have engaged in good faith negotiations to achieve a settlement of the
20 claims that were or could have been brought by the State, as memorialized by the resolution set
21 forth in this Consent Agreement.

22 9. The State has concluded that it is in the best interest of the State to enter into this
23 Consent Agreement. Defendants, represented by counsel, have concluded that it is in their best
24 interests to enter into this Consent Agreement for purposes of settlement and to avoid the
25 expense, burden, and risk of litigation.

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NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED:

Injunctive Terms

10. The injunctive relief in this Consent Agreement is binding upon any of the following that receive actual notice of this Consent Agreement through personal service or otherwise: (a) Defendants and their subsidiaries and related entities, including, the Related Entities; (b) the officers, agents, servants, employees, and attorneys of Defendants and the Related Entities; and (c) those persons in active concert or participation with Defendants, the Related Entities, or any of their officers, agents, servants, employees, or attorneys.

11. Pursuant to A.R.S. § 44-1528, Defendants are permanently enjoined as follows:

Notification If Defendants Resumes Sales

12. Should Defendants decide to resume the direct sale or lease of Solar Energy Systems to Consumers in Arizona at any time in the future, Defendants shall notify the State of that intention, in accordance with the notification provisions in paragraph 60 below, at least 60 days prior to offering to sell or lease any new Solar Energy System in the State. This provision is intended to require notice only. It is not intended in any way to condition Defendants' decision to resume the direct selling or leasing of Solar Energy Systems in Arizona upon the State's approval.

Installation

13. Defendants shall use commercially reasonable efforts to complete the installation of Solar Energy Systems by the timeframe set forth in the Contract or by such other date as may be agreed to in writing by the Customer.

14. Defendants shall comply, when performing installation work, with all applicable statutes and regulations governing licensed contractors including, without limit, using contractors properly licensed and bonded with the ROC.

15. If Defendants are delayed for reasons beyond their control in the installation of a Solar Energy System, Defendants shall give timely notice in writing to the Customer of such delay, along with the reason for delay.

Customer Service

16. Defendants shall use commercially reasonable and good faith efforts to respond to and promptly resolve all Arizona Consumer/Customer complaints of which Defendants are put on notice by written or oral complaint, e-mail, letter, and/or facsimile.

17. Once a Consumer contacts Defendants' Customer Service Representative with an issue or question, that Consumer shall be assigned a unique complaint number to identify the issue or question and to allow for the tracking of any outcome.

18. Defendants shall use commercially reasonable efforts to staff their customer service departments at levels sufficient to provide responses to any complaint, e-mail, letter, and/or facsimile within two (2) business days of receipt. Read receipts or generic automated responses or replies shall not be deemed a response.

19. Defendants shall staff their customer service department at levels sufficient to provide Customers with timely access, within normal business hours, to a live Customer Service Representative. Defendants shall post the telephone numbers, email addresses, and other contact information for such Customer Service Representatives Clearly and Conspicuously on the Defendants' Website.

20. If Defendants are unable to resolve fully a submitted complaint, issue, or question in the initial response to an Arizona Consumer/Customer, the initial response shall include a detailed description of any related investigation and/or other responsive action(s) needed to reach an anticipated full resolution, as well as an estimate of the time needed to complete the investigation and/or action(s) in easily understandable terms.

21. If the complaint, issue, or question is not resolved within sixty (60) days of the initial response to the Arizona Consumer/Customer, Defendants shall send the Arizona Consumer/Customer a status update in writing that explains the remaining uncompleted investigation and/or action(s) and an updated estimate of the time needed to complete the investigation and/or action(s). Defendants shall use commercially reasonable efforts to send the Arizona Consumer/Customer an updated status report in writing no less than every thirty (30) days thereafter until the complaint, issue, or question is resolved or Defendants determine that a

mutually agreeable resolution cannot be reached. Defendants must attempt to resolve the complaint, issue, or question for at least one hundred eighty (180) days after providing the initial response to the Arizona Consumer/Customer before determining a mutually agreeable resolution cannot be reached.

22. If a complaint, issue, or question requires information from or action taken by a third party (e.g. electric utility, third-party solar installer, building inspector, etc.), Defendants shall explain to the Arizona Consumer/Customer what information or action they need from the third party and assist with the same in good faith to reach a resolution satisfactory to the Arizona Consumer/Customer. The assigned Customer Service Representative shall offer to facilitate and/or participate in any necessary communications involving the Arizona Consumer/Customer and the third party.

Training

23. Defendants shall use the Training Materials to ensure that Customer Service Representatives who interact with Arizona Consumers are familiar with Defendants' policies and the Solar Contracts' terms.

24. Within thirty (30) days of any demand by the Attorney General's Office, but no more than one (1) time per year, Defendants shall make their Training Materials available for review by the Attorney General. Any training information, including the Training Materials, provided by Defendants to the Attorney General is subject to the confidentiality provisions set forth in A.R.S. § 44-1525.

25. Defendants shall ensure that their Training Materials meet the principles of due process and consensus building outlined in ANSI's Essential Requirement standard.

26. Defendants shall ensure that any Customer Service Representatives who are hired by Defendants after the Effective Date and who interact with Arizona Consumers are trained on and become familiar with Defendants' policies and Solar Contract terms within thirty (30) days of being hired. Defendants shall maintain an electronic record from each Customer Service Representative acknowledging that they have participated in the required training, and will

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1 maintain that electronic record for a period of eighteen (18) months from the last day that each
2 worked for any Defendant.

3 **Solar Energy System Maintenance**

4 27. If Defendants are obligated, under a Solar Contract, to monitor or maintain the
5 Solar Energy System, Defendants shall use commercially reasonable efforts to provide timely
6 monitoring and maintenance of the System for the length of time required by the Solar Contract.

7 28. Defendants shall ensure that it and any third party it uses for the maintenance of
8 the Solar Energy System complies with all applicable statutes and regulations governing licensed
9 contractors including, where required, using contractors properly licensed and bonded with the
10 ROC.

11 29. If Defendants are delayed for reasons beyond its control in the maintenance of a
12 Solar Energy System, Defendants shall give prompt written notice to the Customer of such delay.

13 **Roof Repairs and Construction Work**

14 30. In the event a Customer notifies Defendants of the need temporarily to uninstall a
15 Solar Energy System for the purpose of repairing or replacing the roof or performing other
16 construction work unrelated to operation of the Solar Energy System, Defendants shall notify the
17 Customer of the estimated cost to uninstall and later re-install the Solar Energy System in writing
18 together with a time frame for which such estimated cost will remain valid. If the Customer agrees
19 to pay that cost, Defendants shall use commercially reasonable efforts to schedule a mutually
20 agreeable date and time to remove or deactivate the Solar Energy System, with the goal of
21 completing that removal within ninety (90) days of the notification.

22 31. Once the Customer notifies Defendants that the construction work is completed,
23 Defendants shall use commercially reasonable efforts to schedule a mutually agreeable date and
24 time to reinstall and reactivate the Solar Energy System, with the goal of completing the reinstall
25 and reactivation within ninety (90) days of notification.

26 32. Unless Defendants' removal, deactivation, reinstallation or reactivation work is
27 delayed by forces outside of their control, Defendants shall credit, refund, or pay the Customer
28 for Lease payments or other fees and charges the Customer accrues during any period of time

beyond the ninety (90) days that Defendants are permitted, after notice, to remove or deactivate the Solar Energy System, or for any Lease payments or other fees and charges the Customer accrues during any period of time beyond the ninety (90) days that Defendants are permitted, after notice, to reinstall or reactivate the Solar Energy System, as provided herein.

Home Sales

33. If a Customer who is party to a Lease or SPA notifies a Defendant of a pending or completed sale of or transfer of interests in the Customer's residence, that Defendant shall provide the Customer, within thirty (30) days of such notice, with a reasonable form Lease assignment agreement and an updated price to buy out that Defendant's interests in the installed Solar Energy System. Defendants agree to not unreasonably withhold any such assignment agreement or price information, and to provide the same in a timely fashion so as to not inhibit any related sale transaction of a Customer's real property on which a Solar Energy System is installed.

34. If a Lease allows Defendants to impose any creditworthiness requirement on a prospective assignee of a Lease, then at the same time that Defendants provide the form Lease assignment agreement and updated buy-out price to the Customer, Defendants also shall provide the Customer with any credit report authorization form(s) necessary for Defendants to determine whether the prospective assignee has an acceptable credit history. Defendants shall complete any related creditworthiness investigation and inform the Customer or the Customer's real estate agent whether the prospective assignee has an acceptable credit history no later than thirty (30) days after the Customer returns an executed credit report authorization.

35. Within thirty (30) days after the closing of sale of or transfer of a Customer's ownership interest in the Customer's residence and Defendants' receipt of a third party's written agreement to accept the assignment of a Lease and confirmation that the assignee meets Defendants' creditworthiness requirements, Defendants shall ensure that they send all Lease invoices and other communications to the Lease assignee, cease sending invoices to the original Customer for Lease payments that come due after the assignment, and refund the Customer for any overcharges or outstanding credits due as of the date of assignment. Defendants may continue

1 to seek payment of any amounts that were due before the assignment date and charge the
2 Customer interest and/or late fees unless the assignee assumes responsibility for those past due
3 obligations.

4 36. Defendants will not unreasonably hinder or delay any assignment.

5 37. Nothing in this Consent Agreement shall impose any obligation upon Defendants
6 to accept the assignment of a Lease or to cancel a Lease if the proposed assignee does not meet
7 Defendants' creditworthiness requirements that are properly disclosed in advance to an
8 applicable Customer.

9 **Records Audit and Notice**

10 38. For a period of five (5) years after the Effective Date, the State shall have the right,
11 but not the obligation, to audit Defendants' records upon reasonable notice (of at least thirty (30)
12 days) to assure compliance with the terms of this Consent Agreement. During this period,
13 Defendants shall maintain copies of all records related to Arizona Consumers or Customers
14 whose Solar Contract benefits an Arizona residence, including but not limited to Solar Contracts,
15 warranties, disclosures regarding services, costs and savings, communications with Consumers,
16 UCC-1 fixture filings and UCC-3 amendments, mechanic's and materialman's liens or any other
17 recording against a Customer's real property, invoices, billing records, payments, account
18 reconciliations, Advertisements and Solicitations, training materials and call scripts for Sales
19 Representatives, Arizona Consumer/Customer complaints and any response(s) by Defendants,
20 and documents related to the same. The Attorney General may initiate an audit by sending an
21 audit demand to the applicable Defendant. Each side will bear their own expenses in connection
22 with any such audit. Obligations to maintain records shall not be impacted by the expiration of
23 the audit period described in this paragraph.

24 **Dispute Resolution**

25 39. For the purposes of resolving disputes with respect to compliance with these
26 injunctive terms while any such terms remain in effect, should the State have a reasonable basis
27 to believe that a Defendant has engaged in a practice that may have violated the terms of this
28 Consent Agreement, the State shall notify the Defendant in writing of the specific objection,

1 identify the provision of this Consent Agreement that the practice appears to violate, and describe
2 the State's basis for believing a violation has occurred. Failure of the State to provide any such
3 notification on a specific time frame shall not be a waiver of any rights or remedies under this
4 Consent Agreement nor a defense to any violation of this Consent Agreement, the ACFA, or any
5 other applicable law. The Parties agree to confer in good faith regarding the alleged violation
6 and, absent exigent circumstances necessitating expedited action in less time, the Defendant shall
7 have a reasonable period of not less than sixty (60) days to provide a written response to the State
8 and/or a proposed resolution to cure the alleged violation. The State may then accept the
9 explanation and/or proposed resolution, or may act to enforce the terms of the Consent
10 Agreement (which, for the avoidance of doubt, shall remain in full force and effect).

11 **Payment Terms**

12 40. Pursuant to A.R.S. § 44-1531(A), Defendants agree to pay the amount of \$600,000
13 in civil penalties to the State, said sum to be paid by Defendants prior to the filing of this Consent
14 Agreement, to be deposited by the State into the Consumer Protection-Consumer Fraud
15 Revolving Fund pursuant to A.R.S. § 44-1531.01, and to be used by the State for the purposes
16 set forth therein.

17 41. Pursuant to A.R.S. § 44-1534, Defendants agree to pay the amount of \$50,000 in
18 attorney's fees and costs to the State, said sum to be paid by Defendants prior to the filing of this
19 Consent Agreement, to be deposited by the State into the Consumer Protection-Consumer Fraud
20 Revolving Fund pursuant to A.R.S. § 44-1531.01, and to be used by the State for the purposes
21 set forth therein.

22 42. Pursuant to A.R.S. § 44-1528(A)(2), Defendants agree to pay the total amount of
23 \$600,000 in consumer restitution payments to Arizona Consumers (collectively, the "Total
24 Restitution Amount"), as described below.

25 **Consumer Restitution Process**

26 43. For purposes of this Consent Agreement, the term "Eligible Complaint" shall mean
27 any Arizona Consumer/Customer complaint, issue, or question that Defendants receive within
28 two (2) years following the Effective Date from any source, including but not limited to the State,

1 including any Arizona Consumer/Customer complaint that Defendants received prior to the
2 Effective Date which have not been resolved as of the Effective Date. For purposes of this
3 Consent Agreement, the term “Eligible Consumer” shall mean the Arizona Consumer/Customer
4 who made or filed the complaint, issue or question.

5 44. Defendants shall attempt to resolve an Eligible Complaint informally in
6 compliance with the Customer Service provisions set forth in ¶¶ 16-22, above, for a period of
7 one hundred eighty (180) days after Defendants receive such Eligible Complaint.

8 45. If Defendants are not able to resolve an Eligible Complaint within one hundred
9 eighty (180) days of receipt by Defendants, then Defendants shall make at least one more attempt
10 to resolve the Eligible Complaint by providing the Eligible Consumer with at least the following
11 options:

- 12 a. the option of receiving restitution pursuant to the specific terms of the Solar
13 Contract at issue;
- 14 b. the option of continuing the Lease, if applicable, and receiving a cash payment or
15 credit from Defendants in an amount Defendants believe should be sufficient to
16 resolve the Eligible Complaint;
- 17 c. the option of mediating the dispute before a neutral mediator, if such option is set
18 forth in the Eligible Consumer’s Solar Contract, pursuant to the terms of that Solar
19 Contract; and
- 20 d. the option to participate in an arbitration, if such option is set forth in the Eligible
21 Consumer’s Solar Contract, pursuant to the terms of that Solar Contract.

22 46. The State and Defendants may agree in writing to alter any restitution-related time
23 periods or deadlines set forth in this Consent Agreement.

24 47. For purposes of this Consent Agreement and the Total Restitution Amount
25 referenced above:

- 26 a. Any cash amounts paid by Defendants to or on behalf of Eligible Consumers to
27 resolve an Eligible Complaint within two (2) years of the Effective Date shall be

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1 considered "Restitution Payments" and shall be credited against the Total
2 Restitution Amount;

3 b. Any amounts paid by Defendants in arbitration or mediation fees related to the
4 arbitration or mediation of an Eligible Complaint, including but not limited to
5 administrator, mediator or arbitrator fees and expenses, within two (2) years of the
6 Effective Date, shall be considered Restitution Payments and shall be credited
7 against the Total Restitution Amount; and

8 c. Any amounts incurred or expended by Defendants to resolve an Eligible Complaint
9 (other than direct payments to or on behalf of Eligible Consumers or administrators,
10 mediators or arbitrators) within two (2) years of the Effective Date shall be
11 considered Restitution Payments and shall be credited against the Total Restitution
12 Amount, as follows:

13 i. For any rate reductions given by Defendants to Eligible Consumers,
14 including a guaranteed output modification, a reduced monthly payment, or
15 a reduction of an annual increase, the amount that shall be credited against
16 the Total Restitution Amount shall be difference between the total rates that
17 the Eligible Consumer would have paid over the remainder of the term of
18 the Lease or Solar Contract had the rate reduction not been given and the
19 total rates that the Eligible Consumer will actually pay over such period of
20 time with the rate reduction.

21 ii. For any Lease or Solar Contract cancellations granted by Defendants to
22 Eligible Consumers, the amount that shall be credited against the Total
23 Restitution Amount shall be an amount equal to the price that the Eligible
24 Consumer can then pay to buy out the Lease or Solar Contract under the
25 terms of the Eligible Consumer's Solar Contract.

26 iii. For any credits given by Defendants to Eligible Consumers against Lease or
27 Solar Contract payments owed by such Eligible Consumers, or for any
28 waivers given by Defendants of amounts owed by Eligible Consumers under

1 a Lease or Solar Contract, the amount that shall be credited against the Total
2 Restitution Amount shall be an amount equal to seventy-five percent (75%)
3 of the credited or waived amount.

4 iv. For any repairs or free labor given by Defendants to Eligible Consumers,
5 such as amounts paid by Defendants to remove, repair or reinstall an Eligible
6 Consumer's Solar Energy System, the amount that shall be credited against
7 the Total Restitution Amount shall be an amount equal to seventy-five
8 percent (75%) of the amount Defendants would have otherwise charged the
9 Eligible Consumer for the same repairs or labor, unless such repair, removal,
10 or reinstallation would properly be covered by the terms of the Lease
11 agreement. Only expenses associated with repairs or labor completed by
12 Defendants an Eligible Consumer's Solar Energy System within two (2)
13 years following the Effective Date shall be credited against the Total
14 Restitution Amount.

15 v. For any other contractual adjustments or remedies provided by Defendants
16 to an Eligible Consumer that have value but that cannot be quantified in the
17 manner described above, the amount that shall be credited against the Total
18 Restitution Amount shall be an amount equal to Defendants' good-faith
19 estimate of the fair market value of such adjustment or remedy. If the State
20 disputes Defendants' good-faith estimate of the fair market value of such
21 adjustment or remedy, the Parties shall confer in good faith to reach a good-
22 faith estimate that is mutually agreeable to the Parties.

23 48. Every six (6) months following the Effective Date, Defendants shall provide the
24 State with an itemized report of all Restitution Payments (as described above) that Defendants
25 have made to resolve Eligible Complaints. The report shall be in Excel format, identifying the
26 date of the payment, the Eligible Consumer to whom (or on whose behalf) the payment was made
27 and any other resolution or consideration terms provided to such Eligible Consumer, and the
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1 balance then owing on the Total Restitution Amount, after giving credit for such Restitution
2 Payments, as provided herein.

3 49. If, after two (2) years following the Effective Date, the total amount of Restitution
4 Payments made by Defendants to Eligible Consumers between the Effective Date and the
5 expiration of that two (2) year period is less than the Total Restitution Amount of \$600,000, then
6 Defendants shall pay to the State the difference between the total amount of Restitution Payments
7 then made by Defendants to Eligible Consumers and the Total Restitution Amount. That payment
8 shall be made by Defendants within sixty (60) days after said two (2) year period has passed
9 following the Effective Date. Any such payment shall be deposited by the Attorney General's
10 Office into the Consumer Protection-Consumer Fraud Revolving Fund, pursuant to A.R.S. § 44-
11 1531.02(B), to be used by the State for the purposes specified in A.R.S. § 44-1531.01.

12 **Other Payment Provisions**

13 50. All payments required herein must be paid by wire transfer according to
14 instructions supplied by the State, or in the form of cashier's checks or money orders made
15 payable to "The State of Arizona," and must be delivered, or mailed and postmarked, to:

16 Consumer Protection and Advocacy Section
17 The Office of the Arizona Attorney General
18 2005 North Central Avenue
19 Phoenix, Arizona 85004-1592

20 51. Defendants have agreed, for purposes of settlement, that the facts alleged in the
21 Complaint and the Factual Allegations set forth herein may be taken as true without further proof
22 in any bankruptcy case or subsequent civil litigation pursued by the State to enforce its rights to
23 any payment of monies due under this Consent Agreement, including, but not limited to, a non-
24 dischargeability complaint in any bankruptcy case.

25 52. Defendants have agreed, for purposes of settlement, that the facts alleged in the
26 Complaint and the Factual Allegations set forth herein establish all elements necessary to sustain
27 an action by the State pursuant to Section 523(a)(2)(A) and Section 523(a)(7) of the Bankruptcy
28 Code, 11 U.S.C. § 523(a), and that this Order may have res judicata and collateral estoppel effect
for such purposes and proceedings to enforce payment, including, but not limited to, a non-

1 dischargeability complaint filed in a bankruptcy proceeding, and Defendants waive any right to
2 contest the State's allegations (with respect to this Consent Agreement) in any such bankruptcy
3 proceedings.

4 53. Defendants warrant and represent that they are not aware of any pending case,
5 proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation,
6 dissolution, or recomposition of Defendants or their debts under any law relating to bankruptcy,
7 insolvency, reorganization, or the relief of debtors, or seeking the appointment of a receiver,
8 trustee, custodian, or other similar official for Defendants. Defendants further warrant and
9 represent that they will not file, or cause to be filed, any such case, proceeding, or other action
10 prior to 91 days after complete payment of all amounts due under this Consent Agreement.
11 Defendants agree that if either of them do file or cause such a case, proceeding, or other action
12 to be filed prior to the expiration of that time, then the State will have the right, at its sole
13 discretion, to treat that filing as a material breach of this Consent Agreement, to reopen
14 proceedings, and to proceed with this case as though this Consent Agreement had not been
15 entered, provided that Defendants will be entitled to an offset for any amounts that Defendants
16 have already paid under or in connection with this Consent Agreement.

17 54. Defendants must provide the State with written notice within fifteen (15) days of
18 Defendants filing or causing to be filed any case, proceeding, or other action seeking
19 reorganization, arrangement, adjustment, liquidation, dissolution, or recomposition of
20 Defendants or their debts under any law relating to bankruptcy, insolvency, reorganization, or
21 the relief of debtors, or seeking the appointment of a receiver, trustee, custodian, or other similar
22 official prior to complete payment of all amounts due under this Consent Agreement. If
23 Defendants fail to provide such notice as required, the State may, at its sole discretion, accelerate
24 the remaining payments due under this Consent Agreement. If the State chooses to accelerate the
25 remaining payments, all amounts awarded under this Consent Agreement not previously paid to
26 the State will become due and immediately payable in full to the State, including interest accrued
27 from the date this Consent Agreement is entered by the Court at the statutory rate of 8.75% until
28 paid in full.

55. In the event of a material breach of this Consent Agreement, in addition to all other remedies available under Arizona law, the State may, in its sole discretion, reopen proceedings and continue with this case as though this Consent Agreement had not been entered, provided that Defendants will be entitled to an offset for any amount actually paid to the State.

RELEASE

56. The parties acknowledge by the execution hereof that this Consent Agreement constitutes a complete settlement of the Complaint and this Civil Action, including but not limited to all allegations of ACFA violations made by the State against Defendants in the Complaint. The parties further acknowledge that the State, by and through this Consent Agreement, is releasing and discharging Defendants, the Related Entities, and their directors, officers, members, managers, agents, servants, employees, and attorneys from any and all claims that were or could have been made by the State in its Complaint arising out of or relating in any way to the facts alleged in the Complaint or the Factual Allegations set forth herein. Notwithstanding the foregoing, the State may institute an action or proceeding to enforce the terms and provisions of this Consent Agreement, take action based on future conduct by Defendants, take action based on past conduct not specified in the concurrently filed Complaint, and/or institute an action or proceeding to prevent the discharge of any debt acquired through this Consent Agreement, as provided herein.

GENERAL PROVISIONS

57. Nothing in this Consent Agreement will be construed as an approval by the Attorney General, the Court, the State of Arizona, or any agency thereof of Defendants' past, present, or future conduct. Defendants must not represent or imply that the Attorney General, the Court, the State of Arizona, or any agency thereof has approved or approves of any of Defendants' actions or any of Defendants' past, present or future business practices.

58. This Consent Agreement represents the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Consent Agreement which are not fully expressed in this Consent Agreement or attached to this Consent Agreement.

1 59. If any portion of this Consent Agreement is held invalid by operation of law, the
2 remaining terms will not be affected and will remain in full force and effect.

3 60. The parties shall send copies of all required notices, reports, audit demands, or
4 other communications related to the enforcement of this Consent Agreement to the following:

5 **Defendants:**

6 Legal Department
7 Sunrun Inc.
8 1800 W. Ashton Blvd
9 Lehi, UT 84043
10 legalescalations@sunrun.com
11 litigation@sunrun.com

12 Legal Department
13 Sunrun, Inc.
14 225 Bush Street, Suite 1400
15 San Francisco, CA 94104

16 With a copy to:
17 John C. Kelly
18 Malvika Sinha
19 Coppersmith Brockelman, PLC
20 2800 N. Central Ave., Ste. 1900
21 Phoenix, AZ 85004
22 jkelly@cblawyers.com
23 msinha@cblawyers.com

24 **State of Arizona:**

25 Section Chief Counsel
26 The Office of the Arizona Attorney General
27 Consumer Protection & Advocacy Section
28 2005 North Central Avenue
 Phoenix, AZ 85004-1592
 consumer@azag.gov

 The parties shall promptly inform the other parties to this Consent Agreement in writing if the
designated contact information in this paragraph changes after entry of this Consent Agreement.

....

61. Jurisdiction is retained by this Court for the purpose of entertaining an application by the State for the enforcement of this Consent Agreement.

62. This Consent Agreement is the result of a compromise between the parties. Only the State or Defendants may seek enforcement of this Consent Agreement. Nothing herein is intended to create a private right of action by any other persons or parties.

63. This Consent Agreement does not limit the rights of any private party to pursue any remedies allowed by law.

64. This Consent Agreement may be executed by the parties in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

65. This Consent Agreement resolves all outstanding claims expressly identified in the Complaint as to Defendants. As no further matters remain pending, this Consent Agreement shall be deemed final pursuant to Ariz. R. Civ. P. 54(c).

DATED this _____ day of May, 2025.

JUDGE OF THE SUPERIOR COURT

CONSENT TO AGREEMENT

1. Defendants acknowledge that they have waived service of the Summons and Complaint, have read the Factual Allegations and Order set forth in the Consent Agreement, have been made aware of their right to a trial in this matter, and have waived the same.

2. Defendants admit the jurisdiction of this Court and consent to the entry of the foregoing Consent Agreement.

3. Defendants state that no promise of any kind or nature whatsoever was made to induce them to enter into this Consent Agreement, other than the promises and covenants exchanged in the Consent Agreement, and declare that they have entered into this Consent Agreement voluntarily.

4. Defendants acknowledge that they are entering into this Consent Agreement for the purpose of settling the Complaint and this Civil Action, and further acknowledge that this Consent Agreement does not preclude any agency or officer of this State or subdivision thereof from instituting other civil or criminal proceedings against either Defendant, as may be appropriate.

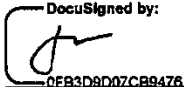
5. This Consent to Agreement may be executed in counterparts and be delivered by facsimile or electronic transmission, or a copy thereof, such constituting an original counterpart hereof, all of which together will constitute one and the same document.

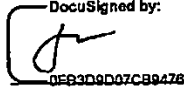
6. Defendants represent and warrant that the persons signing below on their behalf is duly appointed and authorized to do so.

DATED this ____ day of April, 2025.

SUNRUN INC.

VIVINT SOLAR, INC.

Signature: 
Name: Jeanna Steele
Title: Chief Legal & People Officer
Date: 4/25/2025

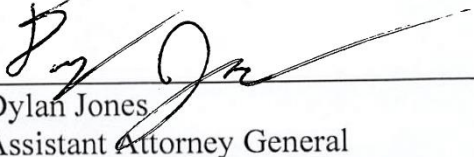
Signature: 
Name: Jeanna Steele
Title: Chief Legal and People Officer
Date: 4/25/2025

APPROVED AS TO FORM AND CONTENT:

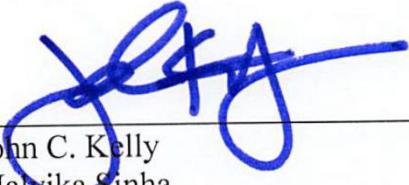
KRISTIN K. MAYES
Attorney General

COPPERSMITH BROCKELMAN PLC

By:



Dylan Jones
Assistant Attorney General
Attorneys for the State of Arizona



John C. Kelly
Malvika Sinha
Attorneys for Defendants

Date: 4/30/2025

4/30/25

eSignature Page 1 of 1

Filing ID: 19886924 Case Number: CV2025-017541
Original Filing ID: 19878879

Granted as Submitted



/S/ Randall Warner Date: 5/21/2025
Judicial Officer of Superior Court

ENDORSEMENT PAGE

CASE NUMBER: CV2025-017541

SIGNATURE DATE: 5/21/2025

E-FILING ID #: 19886924

FILED DATE: 5/22/2025 8:00:00 AM

DYLAN KENT JONES

SUNRUN INC
225 BUSH ST STE 1400 SAN FRANCISCO CA 94104

VIVINT SOLAR INC
7955 S PRIEST DR STE 102 TEMPE AZ 85284