

# EXHIBIT 1

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5 - additional counsel on signature page -  
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7  
8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

11  
12 )  
13 IN RE SUNRUN INC. SECURITIES )  
14 LITIGATION )

Case No. 3:17-cv-02537-VC

)  
CLASS ACTION

)  
STIPULATION OF SETTLEMENT  
)  
)  
17 \_\_\_\_\_ )

1 This Stipulation of Settlement, dated as of September 27, 2018 (the “Stipulation”), is made  
2 and entered into by and among: (i) Lead Plaintiffs Ricky Elmore (“Elmore”), Dmitri Karpov  
3 (“Karpov”), William McCormick (“McCormick”), Joseph McIntire (“McIntire”), and Alice  
4 Twomey (“Twomey”) (all collectively, “Lead Plaintiffs”), on behalf of themselves and each of the  
5 Class Members (as defined herein), by and through their counsel of record in the Litigation (as  
6 defined herein); and (ii) defendants Lynn Michelle Jurich (“Jurich”) and Robert Patrick Komin,  
7 Jr. (“Komin”) (together, “Individual Defendants”) and Sunrun Inc. (“Sunrun” or the “Company”)  
8 (all collectively, “Defendants”), by and through their counsel of record in the Litigation. The  
9 Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Released  
10 Claims (as defined herein) as against all Released Persons (as defined herein), subject to the  
11 approval of the Court and the terms and conditions set forth in this Stipulation.

## 12 I. THE LITIGATION

13 This is a consolidated securities class action brought against Defendants by Lead Plaintiffs  
14 individually and on behalf of all persons or entities who purchased or otherwise acquired Sunrun  
15 securities between September 16, 2015 and May 21, 2017, inclusive. The initial complaint in this  
16 action was filed on May 3, 2017, in the United States District Court for the Northern District of  
17 California (the “Court”). ECF No. 1. On August 23, 2017, the Court appointed Elmore, Karpov,  
18 McCormick, McIntire, and Twomey as lead plaintiffs, and their counsel, Pomerantz LLP  
19 (“Pomerantz”), was appointed lead counsel. ECF No. 41.

20 On September 25, 2017, Lead Plaintiffs filed the Amended Complaint for Violation of the  
21 Federal Securities Laws (“First Amended Complaint”). ECF No. 45. The First Amended  
22 Complaint generally alleged that Sunrun, a solar power company that sells and maintains  
23 residential solar energy systems in the United States, misled investors about one of its key  
24 operating metrics – the amount of electricity that the Company had contracted to sell each quarter  
25 – in violation of §§10(b) and 20(a) of the Securities Exchange Act of 1934 (the “Exchange Act”).  
26 Following briefing on Defendants’ motion to dismiss and oral argument, the Court, on April 5,  
27 2018, granted the motion to dismiss the First Amended Complaint, with leave to amend, for the  
28 reasons stated on the record. ECF No. 62.

1 On May 3, 2018, Lead Plaintiffs filed their Second Amended Class Action Complaint for  
2 Violations of Federal Securities Laws (“Second Amended Complaint”) (ECF No. 68), which  
3 purported to address the Court’s concerns stated on the record during the April 5, 2018 hearing.  
4 On May 31, 2018, Defendants moved to dismiss the Second Amended Complaint. ECF No. 73.  
5 Following briefing on Defendants’ motion to dismiss and oral argument, the Court, on July 19,  
6 2018, granted the motion to dismiss the Second Amended Complaint, with leave to amend. ECF  
7 No. 90.

8 Following issuance of the Court’s July 19, 2018 Order, the parties entered into a Stipulation  
9 and Proposed Order Setting Schedule for Defendants’ Motion to Dismiss the Third Amended  
10 Consolidated Complaint, which was filed on July 31, 2018. ECF No. 94. Meanwhile, the parties  
11 engaged in negotiations to resolve the Litigation without further expenditure of the Court’s or the  
12 parties’ time and resources.

13 On August 9, 2018, counsel for the parties executed a Settlement Term Sheet, which  
14 memorializes the material elements of the Settlement. Thereafter, the parties engaged in further  
15 negotiations regarding the complete terms of the Settlement, which are set forth in this Stipulation  
16 and subject to approval by the Court. On August 14, 2018, the Court so-ordered the parties’  
17 Stipulation and [Proposed] Order Regarding Stay (ECF No. 98), vacating all deadlines set by the  
18 Court for the filing of a Third Amended Complaint and briefing on any motion to dismiss such  
19 complaint, and staying all proceedings in the Litigation except those related to settlement.

20 **II. LEAD PLAINTIFFS’ CLAIMS AND THE BENEFITS OF SETTLEMENT**

21 Lead Plaintiffs believe that the claims asserted in the Litigation have merit and that the  
22 evidence developed to date supports their claims. Lead Plaintiffs and their counsel recognize and  
23 acknowledge, however, the expense and length of continued proceedings necessary to prosecute  
24 the Litigation against Defendants through trial and through appeals. Lead Plaintiffs and their  
25 counsel also have taken into account the uncertain outcome and the risk of any litigation, especially  
26 in complex actions such as this Litigation, as well as the difficulties and delays inherent in such  
27 litigation. Lead Plaintiffs and their counsel also are mindful of the inherent problems of proof and  
28 the possible defenses to the violations of securities law asserted in the Litigation. Lead Plaintiffs

1 and their counsel believe that the settlement set forth in the Stipulation confers substantial benefits  
2 upon themselves and the Class.

3         Lead Plaintiffs and their counsel represent that they have conducted an extensive  
4 investigation of the claims and the underlying events and transactions alleged in the Litigation.  
5 Among other things, Lead Plaintiffs' counsel analyzed public filings, records, news articles,  
6 documents, and other materials concerning Defendants and third parties, and have researched the  
7 applicable law with respect to the claims of Lead Plaintiffs and the Class against Defendants and  
8 the potential defenses thereto. Based on their evaluation, Lead Plaintiffs and their counsel have  
9 determined that the settlement set forth in the Stipulation is fair, reasonable, adequate, and in the  
10 best interests of Lead Plaintiffs and the Class.

### 11 **III. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY**

12         Defendants have denied and continue to deny each and all of the claims alleged by Lead  
13 Plaintiffs and the Class in the Litigation. Defendants expressly have denied and continue to deny  
14 all charges of wrongdoing or liability against them arising out of any of the conduct, statements,  
15 acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have  
16 denied and continue to deny, among other allegations, the allegations that Lead Plaintiffs or the  
17 Class have suffered any damage, that the price of Sunrun securities was artificially inflated by  
18 reasons of alleged misrepresentations, non-disclosures or otherwise, or that Lead Plaintiffs or the  
19 Class were harmed by the conduct alleged in the Litigation or that could have been alleged as part  
20 of the Litigation. Defendants believe that the evidence developed to date supports their position  
21 that they acted properly at all times and that the Litigation is without merit. In addition, Defendants  
22 maintain that they have meritorious defenses to all claims alleged in the Litigation.

23         Nonetheless, Defendants have concluded that further conduct of the Litigation would be  
24 protracted and expensive. Defendants also have taken into account the uncertainty and risks  
25 inherent in any litigation, especially in complex cases such as this Litigation. Defendants have,  
26 therefore, determined that it is desirable and beneficial to them that the Litigation be fully and  
27 finally settled in the manner and upon the terms and conditions set forth in this Stipulation.

1 **IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT**

2 NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among  
3 Lead Plaintiffs (for themselves and the Class Members) and Defendants, by and through their  
4 respective counsel or attorneys of record, that, subject to the approval of the Court, the Litigation  
5 and the Released Claims shall be finally and fully compromised, settled, and released, and the  
6 Litigation shall be dismissed with prejudice, as to all Settling Parties and their Related Parties (as  
7 defined below), upon and subject to the terms and conditions of the Stipulation, as follows.

8 **1. Definitions**

9 As used in the Stipulation the following terms have the meanings specified below:

10 1.1 “Authorized Claimant” means any Class Member whose claim for recovery has  
11 been allowed pursuant to the terms of the Stipulation.

12 1.2 “Claims Administrator” means Strategic Claims Services.

13 1.3 “Class” means, for the purposes of settlement only, all Persons and entities who  
14 purchased or otherwise acquired Sunrun securities between September 16, 2015 and May 21, 2017,  
15 inclusive. Excluded from the Class are the Defendants and their immediate families, the directors  
16 and officers of Sunrun at all relevant times, and their legal representatives, heirs, successors or  
17 assigns, and any entity in which Defendants have a controlling interest. Also excluded from the  
18 Class are those Persons who timely and validly request exclusion from the Class.

19 1.4 “Class Member” or “Member of the Class” means a Person who falls within the  
20 definition of the Class as set forth in ¶1.3 above.

21 1.5 “Class Period” means the period from September 16, 2015 through May 21, 2017,  
22 inclusive.

23 1.6 “Defendants” means Sunrun and the Individual Defendants.

24 1.7 “Effective Date,” or the date upon which this settlement becomes “effective,”  
25 means the date by which all of the events and conditions specified in ¶7.1 of the Stipulation have  
26 been met and have occurred.

1           1.8     “Escrow Account” means the segregated and separate escrow account designated  
2 and controlled by the Escrow Agent at one or more national banking institutions into which the  
3 Settlement Amount will be deposited for the benefit of the Class.

4           1.9     “Escrow Agent” means Huntington Bank or its successor.

5           1.10    “Final” means when the last of the following with respect to the Judgment  
6 approving the Stipulation, substantially in the form of Exhibit B attached hereto, shall occur:

7 (a) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule  
8 of Civil Procedure 59(e) without any such motion having been filed; (b) the time in which to appeal  
9 the Judgment has passed without any appeal having been taken; and (c) if a motion to alter or  
10 amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal  
11 so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason  
12 of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise  
13 in such a manner as to permit the consummation of the settlement substantially in accordance with  
14 the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall  
15 include any petition for a writ of certiorari or other writ that may be filed in connection with  
16 approval or disapproval of this settlement, but shall not include any appeal which concerns only  
17 the issue of Lead Plaintiffs’ counsel’s attorneys’ fees and expenses, payment to Lead Plaintiffs for  
18 their time and expenses, the Plan of Allocation of the Net Settlement Fund, as hereinafter defined,  
19 or the procedures for determining Authorized Claimants’ recognized claims.

20           1.11    “Sunrun” or the “Company” means Sunrun Inc.

21           1.12    “Individual Defendants” means Lynn Michelle Jurich and Robert Patrick Komin,  
22 Jr.

23           1.13    “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be  
24 rendered by the Court, substantially in the form attached hereto as Exhibit B.

25           1.14    “Lead Counsel” means Pomerantz LLP, 468 North Camden Drive, Beverly Hills,  
26 California 90210.

27           1.15    “Lead Plaintiffs” means Ricky Elmore, Dmitri Karpov, William McCormick,  
28 Joseph McIntire, and Alice Twomey.

1           1.16 “Litigation” means the action captioned *In re Sunrun Inc. Securities Litigation*,  
2 Case No. 3:17-cv-02537-VC (N.D. Cal.).

3           1.17 “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees,  
4 expenses, and any award to Lead Plaintiffs, provided for herein or approved by the Court and less  
5 Notice and Administration Expenses, Taxes and Tax Expenses, and other Court-approved  
6 deductions.

7           1.18 “Notice” means the Notice of Pendency and Proposed Settlement of Class Action,  
8 which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit  
9 A-1.

10           1.19 “Notice and Administration Expenses” means reasonable costs and expenses  
11 incurred in connection with providing notice to the Class, locating Class Members, soliciting  
12 claims, assisting with the submission of claims, processing Proof of Claim and Release forms,  
13 administering and distributing the Net Settlement Fund to Authorized Claimants, and paying  
14 escrow fees and costs, if any.

15           1.20 “Person” means an individual, corporation, limited liability corporation,  
16 professional corporation, partnership, limited partnership, limited liability partnership, association,  
17 joint stock company, joint venture, estate, legal representative, trust, unincorporated association,  
18 government or any political subdivision or agency thereof, and any business or legal entity and  
19 their spouses, heirs, predecessors, successors, representatives, or assigns.

20           1.21 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement  
21 Fund whereby the Net Settlement Fund shall be distributed to Authorized Claimants. Any Plan of  
22 Allocation is not part of the Stipulation, and neither Defendants nor their Related Parties shall have  
23 any responsibility or liability with respect thereto. Any order or proceeding relating to the Plan of  
24 Allocation shall not operate to terminate or cancel this Stipulation or affect the finality of the  
25 Judgment. Defendants will have no role in formulating the Plan of Allocation or administering it.

26           1.22 “Preliminary Approval Order” means the Order Preliminarily Approving  
27 Settlement and Providing for Notice as approved by the Court, substantially in the form attached  
28 hereto as Exhibit A.

1           1.23   “Proof of Claim and Release” means a Proof of Claim and Release, which, subject  
2 to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

3           1.24   “Related Parties” means each of a Defendant’s respective present and former  
4 parents, subsidiaries, divisions, joint ventures, affiliates, and each of their and Defendants’  
5 respective present and former employees, members, partners, principals, agents, officers, directors,  
6 controlling shareholders, attorneys, advisors, accountants, auditors, financial or investment  
7 advisors or consultants, banks or investment bankers, personal or legal representatives, insurers,  
8 co-insurers, reinsurers, related or affiliated entities, predecessors, successors, spouses, estates,  
9 heirs, executors, trusts, trustees, administrators, agents, representatives, and assigns, in their  
10 capacity as such, any entity in which a Defendant has a controlling interest, any member of an  
11 Individual Defendant’s immediate family, and any trust in which any Individual Defendant is the  
12 settlor or which is for the benefit of any Defendant and/or member(s) of his family.

13           1.25   “Released Claims” means any and all claims and causes of action of every nature  
14 and description whatsoever, whether known or unknown, whether arising under federal, state,  
15 common or foreign law, and/or whether class or individual in nature, that Lead Plaintiffs or any  
16 other Member of the Class asserted in the Litigation or could have asserted in any forum that (a)  
17 arise out of, are based upon, or relate to in any way to any of the allegations, acts, transactions,  
18 facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or  
19 referred to, in this Litigation, or which could have been alleged in this Litigation, and (b) arise out  
20 of, are based upon, or relate to in any way the purchase, acquisition, holding, sale or disposition  
21 of Sunrun securities during the Class Period. “Released Claims” includes “Unknown Claims” as  
22 defined in ¶1.33 hereof.

23           1.26   “Released Persons” means each and all of the Defendants and their Related Parties.

24           1.27   “Settlement Amount” means Two Million Five Hundred Thousand U.S. Dollars  
25 (\$2,500,000.00) in cash to be paid to the Escrow Agent by wire transfer, check, or as otherwise  
26 agreed pursuant to ¶2.1 of this Stipulation.

27           1.28   “Settlement Fund” means the Settlement Amount plus all interest and accretions  
28 thereto and which may be reduced by payments or deductions as provided herein or by Court order.

1           1.29   “Settlement Hearing” means the hearing to be held by the Court to determine  
2 whether the proposed Settlement is fair, reasonable, and adequate and should be approved.

3           1.30   “Settling Parties” means, collectively, Defendants, Lead Plaintiffs, and the Class.

4           1.31   “Summary Notice” means the Summary Notice for publication, which, subject to  
5 approval of the Court, shall be substantially in the form attached hereto as Exhibit A-3.

6           1.32   “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and  
7 other charges of any kind (together with any and all interest, penalties, additions to tax and  
8 additional amounts imposed with respect thereto) imposed by any governmental authority.

9           1.33   “Unknown Claims” means any Released Claims which Lead Plaintiffs or Class  
10 Members do not know or suspect to exist in his, her, their, or its favor at the time of the release of  
11 the Released Persons which, if known by him, her, them, or it, might have affected his, her, their, or  
12 its settlement with and release of the Released Persons, or might have affected his, her, their, or its  
13 decision not to object to this settlement or seek exclusion from the Class. With respect to any and all  
14 Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs  
15 shall expressly waive and each of the Class Members shall be deemed to have, and by operation of  
16 the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil  
17 Code §1542 and any law of any state or territory of the United States, or principle of common law,  
18 which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

19           **A general release does not extend to claims which the creditor does not know**  
20           **or suspect to exist in his or her favor at the time of executing the release, which**  
21           **if known by him or her must have materially affected his or her settlement**  
22           **with the debtor.**

23           Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from  
24 those which he, she, they, or it now knows or believes to be true with respect to the subject matter  
25 of the Released Claims, but Lead Plaintiffs shall expressly settle and release and each Class  
26 Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall  
27 have, fully, finally, and forever settled and released any and all Released Claims, known or  
28 unknown, suspected or unsuspected, contingent or non-contingent, disclosed or undisclosed,  
matured or unmatured, whether or not concealed or hidden, which now exist, or heretofore have

1 existed, upon any theory of law or equity now existing or coming into existence in the future,  
2 including, but not limited to, conduct which is negligent, intentional, with or without malice, or a  
3 breach of any duty, law or rule, without regard to the subsequent discovery or existence of such  
4 different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed  
5 by operation of the Judgment to have acknowledged, that the foregoing waiver was separately  
6 bargained for and a key element of the settlement of which this release is a part.

7 **2. The Settlement**

8 **a. The Settlement Amount**

9 2.1 Within fifteen (15) calendar days after the entry of Preliminary Approval Order,  
10 \$250,000 (Two Hundred Fifty Thousand U.S. Dollars) will be paid by or on behalf of Defendants  
11 in accordance with the instructions to be provided by the Escrow Agent. Within thirty (30) calendar  
12 days after entry of the Preliminary Approval Order, the remaining \$2,250,000 (Two Million Two  
13 Hundred Fifty Thousand U.S. Dollars) of the Settlement Amount will be paid by or on behalf of  
14 Defendants in accordance with the instructions to be provided by the Escrow Agent. Payment of  
15 either or both portions of the Settlement Amount may be made by wire transfer, by delivering to  
16 the Escrow Agent a check or checks payable to the Settlement Fund, by any combination of those  
17 methods, or in any other manner agreed upon by Lead Plaintiffs and Defendants. Within one (1)  
18 day of entry of the Preliminary Approval Order, Lead Counsel will furnish to Sunrun and its  
19 insurance carriers adequate payment instructions consisting of wire transfer instructions,  
20 instructions for payment by check, and a completed IRS Form W-9 for the Settlement Fund,  
21 including an address and tax ID number.

22 2.2 If either or both of the two payments comprising the entire Settlement Amount is  
23 (are) not timely paid to the Escrow Agent, Lead Plaintiffs may terminate the settlement but only if  
24 (a) Lead Counsel has notified Defendants' counsel in writing of Lead Counsel's intention to  
25 terminate the settlement, and (b) the entire Settlement Amount is not transferred to the Escrow  
26 Agent within ten (10) calendar days after Lead Counsel has provided such written notice. Failure  
27 by Lead Counsel to timely furnish adequate payment instructions to Sunrun and its insurance  
28 carriers pursuant to ¶2.1 shall not be a basis for termination under this section and any delay in

1 providing such instructions shall extend the period in which the Settlement Amount will be paid  
2 under ¶2.1 by an equivalent number of days.

3       2.3     The Escrow Agent shall deposit each of the two payments comprising the  
4 Settlement Amount plus any accrued interest in a segregated Escrow Account maintained by the  
5 Escrow Agent. No interest shall be earned or paid on any portion of the Settlement Amount prior  
6 to payment of such portion being paid into the Escrow Account.

7       2.4     Other than the obligation of Sunrun to cause the payment of the Settlement Amount  
8 pursuant to ¶2.1, the Released Persons shall have no obligation to make any other payments into  
9 the Escrow Account or to any Class Member pursuant to this Stipulation.

10                   **b.     The Escrow Agent**

11       2.5     The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1  
12 hereof in United States Agency or Treasury Securities or other instruments backed by the Full  
13 Faith & Credit of the United States Government or an Agency thereof, or fully insured by the  
14 United States Government or an Agency thereof and shall reinvest the proceeds of these  
15 instruments as they mature in similar instruments at their then-current market rates. All risks  
16 related to the investment of the Settlement Fund in accordance with the investment guidelines set  
17 forth in this paragraph shall be borne by the Settlement Fund and the Released Persons shall have  
18 no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the  
19 actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

20       2.6     The Escrow Agent shall not disburse the Settlement Fund except as provided in the  
21 Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

22       2.7     Subject to further order(s) and/or directions as may be made by the Court, or as  
23 provided in the Stipulation, the Escrow Agent is authorized to execute such transactions as are  
24 consistent with the terms of the Stipulation. The Released Persons shall have no responsibility for,  
25 interest in, or liability whatsoever with respect to the actions of the Escrow Agent, or any  
26 transaction executed by the Escrow Agent.

1           2.8     All funds held by the Escrow Agent shall be deemed and considered to be in  
2 *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time  
3 as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

4           2.9     The Settlement is non-recapture; *i.e.*, it is not a claims-made settlement. Upon the  
5 occurrence of the Effective Date, no Defendant, or any other person or entity who or which paid  
6 any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or  
7 any portion thereof for any reason whatsoever (including, without limitation, the number of Proof  
8 of Claim and Release forms submitted, the collective amount of recognized claims of Authorized  
9 Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants  
10 from the Net Settlement Fund), except as set forth in ¶7.8 below.

11           2.10    The Escrow Agent may, at any time after entry of this Order and without further  
12 approval from Defendants or the Court, disburse at the direction of Lead Counsel up to \$250,000  
13 from the Settlement Fund prior to the Effective Date to pay Notice and Administration Expenses.  
14 After the Effective Date, additional amounts, up to a total of \$50,000, may be transferred from the  
15 Settlement Fund to pay for any additional Notice and Administration Expenses without further  
16 order of the Court. For any additional Notice and Administration Expenses above \$50,000, Lead  
17 Counsel shall obtain Court approval for payments out of the Escrow Account.

18           2.11    It shall be Lead Counsel’s sole responsibility to disseminate the Notice and  
19 Summary Notice to the Class in accordance with this Stipulation and as ordered by the Court.  
20 Class Members shall have no recourse as to the Released Persons with respect to any claims they  
21 may have that arise from any failure of the notice process.

22                   **c.     Taxes**

23           2.12    (a)     The Settling Parties and the Escrow Agent agree to treat the Settlement  
24 Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-  
25 1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to  
26 carry out the provisions of this ¶2.12, including the “relation-back election” (as defined in Treas.  
27 Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance  
28 with the procedures and requirements contained in such regulations. It shall be the responsibility

1 of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for  
2 signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

3 (b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as  
4 amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow  
5 Agent. The Escrow Agent shall timely and properly file all informational and other tax returns  
6 necessary or advisable with respect to the Settlement Fund (including, without limitation, the  
7 returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in  
8 ¶2.12(a) hereof) shall be consistent with this ¶2.12 and in all events shall reflect that all Taxes  
9 (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund  
10 shall be paid out of the Settlement Fund as provided in ¶2.12(c) hereof.

11 (c) All (i) Taxes (including any estimated Taxes, interest or penalties) arising  
12 with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments  
13 that may be imposed upon the Released Persons or their counsel with respect to any income earned  
14 by the Settlement Fund for any period during which the Settlement Fund does not qualify as a  
15 “qualified settlement fund” for federal or state income tax purposes, and (ii) expenses and costs  
16 incurred in connection with the operation and implementation of this ¶2.12 (including, without  
17 limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and  
18 expenses relating to filing (or failing to file) the returns described in this ¶2.12) (“Tax Expenses”),  
19 shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall  
20 have no liability or responsibility for the Taxes or the Tax Expenses. The Escrow Agent, through  
21 the Settlement Fund, shall indemnify and hold each of the Released Persons and their counsel  
22 harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of  
23 any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to  
24 be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent  
25 out of the Settlement Fund without prior order from the Court and the Escrow Agent shall be  
26 authorized (notwithstanding anything herein to the contrary) to withhold from distribution to  
27 Authorized Claimants any funds necessary to pay such amounts, including the establishment of  
28 adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required

1 to be withheld under Treas. Reg. §1.468B-2(l)(2)); neither the Released Persons nor their counsel  
2 are responsible nor shall they have any liability for any Taxes or Tax Expenses. The parties hereto  
3 agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to  
4 the extent reasonably necessary to carry out the provisions of this ¶2.12.

5 **d. Termination of Settlement**

6 2.13 In the event that the Stipulation is not approved or the Stipulation is terminated,  
7 canceled, or fails to become effective for any reason, the Settlement Fund (including accrued  
8 interest), less Notice and Administration Expenses or Taxes or Tax Expenses paid, incurred, or  
9 due and owing in connection with the settlement provided for herein, shall be refunded pursuant  
10 to written instructions from counsel for Defendants in accordance with ¶7.5 herein.

11 **3. Preliminary Approval Order and Settlement Hearing**

12 3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the  
13 Stipulation together with its Exhibits to the Court and shall apply for entry of the Preliminary  
14 Approval Order, substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the  
15 preliminary approval of the settlement set forth in the Stipulation, and approval for the mailing of  
16 the settlement Notice, approval of the form and content of the Proof of Claim and Release, and  
17 publication of the Summary Notice, substantially in the forms of Exhibits A-1, A-2, and A-3  
18 attached hereto. The Notice shall include the general terms of the settlement set forth in the  
19 Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application,  
20 as defined in ¶6.1 hereof, and the date of the Settlement Hearing as defined below.

21 3.2 Lead Counsel shall request that after notice is given, the Court hold the Settlement  
22 Hearing and approve the settlement of the Litigation as set forth herein. At or after the Settlement  
23 Hearing, Lead Counsel also will request that the Court approve the proposed Plan of Allocation  
24 and the Fee and Expense Application and Lead Plaintiffs' request for payment of time and  
25 expenses, if any.

1           **4. Releases**

2           4.1 Upon the Effective Date, as defined in ¶1.7 hereof, Lead Plaintiffs shall, and each  
3 of the Class Members shall be deemed to have, and by operation of the Final Judgment shall have,  
4 fully, finally, and forever released, relinquished, and discharged all Released Claims against the  
5 Released Persons, whether or not such Class Member executes and delivers the Proof of Claim  
6 and Release, whether or not such Class Member shares in the Settlement Fund, and whether or not  
7 such Class Member objects to the settlement. Claims to enforce the terms of this Stipulation are  
8 not released.

9           4.2 The Proof of Claim and Release to be executed by Class Members shall release all  
10 Released Claims against the Released Persons and shall be substantially in the form contained in  
11 Exhibit A-2 attached hereto.

12           4.3 Upon the Effective Date, as defined in ¶1.7 hereof, all Class Members and anyone  
13 claiming through or on behalf of any of them, will be forever barred from commencing, instituting,  
14 prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity,  
15 arbitration tribunal, or administrative forum, asserting the Released Claims against any of the  
16 Released Persons.

17           4.4 Upon the Effective Date, as defined in ¶1.7 hereof, each of the Released Persons  
18 shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever  
19 released, relinquished, and discharged Lead Plaintiffs, each and all of the Class Members, and  
20 Lead Plaintiffs' counsel from all claims and causes of action of every nature and description  
21 (including Unknown Claims) whether arising under federal, state, common or foreign law, that  
22 arise out of or relate in any way to the institution, prosecution, or settlement of the claims against  
23 Defendants, except for claims relating to the enforcement of the settlement.

24           **5. Administration and Calculation of Claims, Final Awards and**  
25           **Supervision and Distribution of the Settlement Fund**

26           5.1 The Claims Administrator, subject to such supervision and direction of the Court  
27 as may be necessary or as circumstances may require, shall administer and calculate the claims  
28

1 submitted by Class Members and shall oversee distribution of the Net Settlement Fund to  
2 Authorized Claimants.

3 5.2 The Settlement Fund shall be applied as follows:

4 (a) to pay all Notice and Administration Expenses;

5 (b) to pay the Taxes and Tax Expenses described in ¶2.12 hereof;

6 (c) to pay attorneys' fees and expenses of Lead Plaintiffs' counsel (the "Fee  
7 and Expense Award"), and to pay Lead Plaintiffs for their expenses, if and to the extent allowed  
8 by the Court; and

9 (d) after the Effective Date, to distribute the Net Settlement Fund to Authorized  
10 Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

11 5.3 After the Effective Date, and in accordance with the terms of the Stipulation, the  
12 Plan of Allocation, or such further approval and further order(s) of the Court as may be necessary  
13 or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized  
14 Claimants, subject to and in accordance with the following.

15 5.4 Within ninety (90) days after the mailing of the Notice or such other time as may  
16 be set by the Court, each Person claiming to be an Authorized Claimant shall be required to submit  
17 to the Claims Administrator a completed Proof of Claim and Release, substantially in the form of  
18 Exhibit A-2 attached hereto, signed under penalty of perjury and supported by such documents as  
19 are specified in the Proof of Claim and Release.

20 5.5 Except as otherwise ordered by the Court, all Class Members who fail to timely  
21 submit a valid Proof of Claim and Release within such period, or such other period as may be  
22 ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments  
23 pursuant to the Stipulation and the settlement set forth herein, but will in all other respects be  
24 subject to and bound by the provisions of the Stipulation, the releases contained herein, and the  
25 Judgment. Notwithstanding the foregoing, Lead Counsel shall have the discretion (but not an  
26 obligation) to accept late-submitted claims for processing by the Claims Administrator so long as  
27 the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed  
28 thereby.

1           5.6     The Net Settlement Fund shall be distributed to the Authorized Claimants  
2 substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the  
3 Court. If there is any balance remaining in the Net Settlement Fund after a reasonable period of  
4 time after the date of the initial distribution of the Net Settlement Fund, Lead Counsel shall, if  
5 feasible, reallocate (which reallocation may occur on multiple occasions) such balance among  
6 Authorized Claimants in an equitable and economic fashion. Thereafter, any balance below \$5,000  
7 which still remains in the Net Settlement Fund, shall be donated to Council of Institutional  
8 Investors.

9           5.7     Defendants and their Related Parties shall have no responsibility for, interest in, or  
10 liability whatsoever with respect to: (i) any act, omission, or determination by Lead Counsel, the  
11 Escrow Agent, or the Claims Administrator, or any of their respective designees or agents, in  
12 connection with the administration of the Settlement or otherwise; (ii) the management,  
13 investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the  
14 determination, administration, or calculation of claims to be paid from the Settlement Fund; (v)  
15 the payment or withholding of Taxes or Tax Expenses, or any expenses or losses incurred in  
16 connection therewith. No Person shall have any claim of any kind against the Defendants or their  
17 Related Parties with respect to the matters set forth in ¶¶5.1-5.9 hereof; and the Class Members,  
18 Lead Plaintiffs, and Lead Counsel release the Defendants and their Related Parties from any and  
19 all liability and claims arising from or with respect to the administration, investment or distribution  
20 of the Settlement Fund.

21           5.8     No Person shall have any claim against Lead Plaintiffs, Lead Counsel or the Claims  
22 Administrator, or any other Person designated by Lead Counsel based on determinations or  
23 distributions made substantially in accordance with the Stipulation and the settlement contained  
24 herein, the Plan of Allocation, or further order(s) of the Court.

25           5.9     It is understood and agreed by the Settling Parties that any proposed Plan of  
26 Allocation of the Net Settlement Fund including, but not limited to, any adjustments to an  
27 Authorized Claimant's claim set forth therein, is not a part of the Stipulation and is to be considered  
28 by the Court separately from the Court's consideration of the fairness, reasonableness, and

1 adequacy of the settlement set forth in the Stipulation, and any order or proceeding relating to the  
2 Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of  
3 the Court's Judgment approving the Stipulation and the settlement set forth therein.

4 **6. Lead Plaintiffs' Counsel's Attorneys' Fees and Expenses**

5 6.1 Lead Counsel may submit an application or applications (the "Fee and Expense  
6 Application") for distributions from the Settlement Fund for: (a) an award of attorneys' fees; plus  
7 (b) expenses or charges incurred in connection with prosecuting the Litigation; plus (c) any interest  
8 on such attorneys' fees and expenses at the same rate and for the same periods as earned by the  
9 Settlement Fund (until paid) as may be awarded by the Court.

10 6.2 Any fees and expenses awarded by the Court, shall be paid to Lead Counsel from  
11 the Settlement Fund, as ordered, immediately after the Court executes the Judgment and an order  
12 awarding such fees and expenses. Lead Counsel may thereafter allocate the attorneys' fees among  
13 other plaintiffs' counsel, if any, in a manner in which they in good faith believe reflects the  
14 contributions of such counsel to the initiation, prosecution, and resolution of the Litigation.

15 6.3 In the event that the Effective Date does not occur, or the Judgment or the order  
16 making the Fee and Expense Award is reversed or modified, or the Stipulation is canceled or  
17 terminated for any other reason, and such reversal, modification, cancellation, or termination  
18 becomes final and not subject to review, and in the event that the Fee and Expense Award has been  
19 paid to any extent, then (a) Lead Counsel with respect to the entire Fee and Expense Award, and  
20 (b) such of plaintiffs' counsel who have received any portion of the Fee and Expense Award shall  
21 within five (5) business days from receiving notice from the Defendants' counsel or from a court  
22 of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses previously paid  
23 to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement  
24 Fund in an amount consistent with such reversal or modification. Each such plaintiffs' counsel's  
25 law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf  
26 of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or  
27 shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions  
28 of this paragraph.

1           6.4     Lead Plaintiffs may submit an application for an award to be paid from the  
2 Settlement Fund for their time and expenses in connection with the prosecution of the Litigation.  
3 However, in the event that the Effective Date does not occur, or the judgment or the order  
4 approving Lead Plaintiffs' application for an award for their time and expenses is reversed or  
5 modified, or the Stipulation is canceled or terminated for any other reason, and such reversal,  
6 modification, cancellation or termination becomes final and not subject to review, then Lead  
7 Plaintiffs shall within five (5) business days from receiving notice from Defendants' counsel or  
8 from a court of appropriate jurisdiction, refund to the Settlement Fund such amounts for time and  
9 expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate  
10 as earned on the Settlement Fund in an amount consistent with such reversal or modification.

11           6.5     The procedure for and the allowance or disallowance by the Court of any  
12 applications by any plaintiffs' counsel for attorneys' fees and expenses, or the expenses of Lead  
13 Plaintiffs, to be paid out of the Settlement Fund, are not part of the settlement set forth in the  
14 Stipulation, and are to be considered by the Court separately from the Court's consideration of the  
15 fairness, reasonableness and adequacy of the settlement set forth in the Stipulation, and any order  
16 or proceeding relating to the Fee and Expense Application, or Lead Plaintiffs' expense application,  
17 or any appeal from any order relating thereto or reversal or modification thereof, shall not operate  
18 to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the  
19 Stipulation and the settlement of the Litigation set forth therein.

20           6.6     Any fees and/or expenses awarded by the Court shall be paid solely from the  
21 Settlement Fund. Defendants and their Related Parties shall have no responsibility for any payment  
22 of attorneys' fees and/or expenses to plaintiffs' counsel or Lead Plaintiffs.

23           6.7     Defendants and their Related Parties shall have no responsibility for the allocation  
24 among plaintiffs' counsel, and/or any other Person who may assert some claim thereto, of any Fee  
25 and Expense Award that the Court may make in the Litigation.

1           **7. Conditions of Settlement, Effect of Disapproval, Cancellation or**  
2           **Termination**

3           7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all  
4 of the following events:

- 5                   (a) the Settlement Amount has been deposited into the Escrow Account;
- 6                   (b) the Court has entered the Preliminary Approval Order, as required by ¶3.1  
7 hereof;
- 8                   (c) the Court has entered the Judgment, or a judgment substantially in the form  
9 of Exhibit B attached hereto;
- 10                  (d) Sunrun has not exercised its option to terminate the Stipulation pursuant to  
11 ¶7.4 hereof; and
- 12                  (e) the Judgment has become Final, as defined in ¶1.10 hereof.

13           7.2 Upon the Effective Date, any and all remaining interest or right of the Defendants  
14 or the Defendants' insurers in or to the Settlement Fund, if any, shall be absolutely and forever  
15 extinguished.

16           7.3 If the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be  
17 canceled and terminated subject to ¶7.5 hereof unless Lead Counsel and counsel for the Defendants  
18 mutually agree in writing to proceed with the Stipulation.

19           7.4 If Persons who would otherwise be Members of the Class have timely requested  
20 exclusion from the Class in accordance with the Notice, Sunrun shall have, in its sole and absolute  
21 discretion, the option to terminate the settlement in the event that Class Members representing  
22 more than a certain percentage of Sunrun securities subject to this settlement exclude themselves  
23 from the Class, as set forth in a separate agreement (the "Supplemental Agreement") executed  
24 between the Lead Plaintiffs and Sunrun, by and through their counsel. The Supplemental  
25 Agreement will not be filed with the Court unless a dispute arises as to its terms, or as otherwise  
26 ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered  
27 by the Court. If the Court requires that the Supplemental Agreement be filed, the parties shall  
28 request that it be filed under seal or redacted.

1           7.5     Unless otherwise ordered by the Court, in the event the Stipulation shall terminate,  
2 or be canceled, or shall not become effective for any reason, within five (5) business days after  
3 written notification of such event is sent by counsel for the Defendants or Lead Counsel to the  
4 Escrow Agent, the Settlement Fund (including accrued interest), less expenses which have either  
5 been disbursed pursuant to ¶¶2.10 and 2.12 hereof, or are chargeable to the Settlement Fund  
6 pursuant to ¶¶2.10 and 2.12 hereof, shall be refunded by the Escrow Agent pursuant to written  
7 instructions from Defendants' counsel. The Escrow Agent or its designee shall apply for any tax  
8 refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or  
9 expenses incurred in connection with such application(s) for refund, pursuant to written  
10 instructions from Defendants' counsel.

11           7.6     In the event that the Stipulation is not approved by the Court or the settlement set  
12 forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the  
13 Settling Parties shall be restored to their respective positions in the Litigation as of August 8, 2018.  
14 In such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.33, 2.10-  
15 2.13, 6.3-6.4, 7.5-7.7, 8.3, and 8.6 hereof, shall have no further force and effect with respect to the  
16 Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose,  
17 and any judgment or order entered by the Court in accordance with the terms of the Stipulation  
18 shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on  
19 appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys'  
20 fees, costs, expenses, and interest awarded by the Court to any of plaintiffs' counsel or expenses  
21 to Lead Plaintiffs shall operate to terminate or cancel this Stipulation or constitute grounds for  
22 cancellation or termination of the Stipulation.

23           7.7     If the Effective Date does not occur, or if the Stipulation is terminated pursuant to  
24 its terms, neither Lead Plaintiffs nor any of their counsel shall have any obligation to repay any  
25 amounts disbursed pursuant to ¶¶2.10 or 2.12. In addition, any expenses already incurred pursuant  
26 to ¶¶2.10 or 2.12 hereof at the time of such termination or cancellation but which have not been  
27 paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to  
28 the balance being refunded in accordance with ¶¶2.13 and 7.5 hereof.

1           7.8     Sunrun warrants and represents that it is not “insolvent” within the meaning of 11  
2 U.S.C. §101(32) as of the time the Stipulation is executed and will not be as of the time the  
3 payments of the Settlement Amount are actually transferred or made as reflected in the Stipulation.  
4 This representation is made by Sunrun and not by Sunrun’s counsel. In the event of a final order  
5 of a court of competent jurisdiction, not subject to any further proceedings, determining the  
6 transfer of the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a  
7 voidable preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of  
8 the United States Code (Bankruptcy), or applicable state law, and any portion thereof is required  
9 to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf  
10 of any other Defendant, then, at the election of Lead Plaintiffs, as to the Defendant as to whom  
11 such order applies, the settlement may be terminated and the Judgment entered in favor of such  
12 Defendant pursuant to the settlement shall be null and void. In such instance, the releases given  
13 and the Judgments entered in favor of other Defendants shall remain in full force and effect.  
14 Alternatively, at the election of Lead Plaintiffs, the Settling Parties shall jointly move the Court to  
15 vacate and set aside the release given and the Judgment entered in favor of the Defendants and that  
16 Defendants and Lead Plaintiffs and the Members of the Class shall be restored to their litigation  
17 positions as of August 8, 2018 and the Settlement Fund shall be promptly returned.

18           **8.     Miscellaneous Provisions**

19           8.1     The Settling Parties (a) acknowledge that it is their intent to consummate this  
20 Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and  
21 implement all terms and conditions of the Stipulation and to exercise their best efforts to  
22 accomplish the foregoing terms and conditions of the Stipulation.

23           8.2     The Settling Parties intend this settlement to be a final and complete resolution of  
24 all disputes between them with respect to the Litigation. The settlement resolves claims which are  
25 contested and shall not be deemed an admission by any Settling Party as to the merits of any claim  
26 or defense. The Settling Parties agree that, and the Final Judgment will contain a finding that,  
27 during the course of the Litigation, the parties and their respective counsel at all times complied  
28 with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the

1 Settlement Amount and the other terms of the settlement were negotiated in good faith by the  
2 Settling Parties, and reflect a settlement that was reached voluntarily after consultation with  
3 competent legal counsel. The Settling Parties further agree that the parties and their counsel acted  
4 in good faith with respect to the Litigation and will not assert otherwise. Notwithstanding the  
5 foregoing, the Settling Parties reserve their right to rebut, in a manner that such party determines  
6 to be appropriate, any contention made in any public forum regarding the Litigation, including that  
7 the Litigation was brought or defended in bad faith or without a reasonable basis.

8           8.3     Neither this Stipulation nor the settlement contained herein, nor any act performed  
9 or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or  
10 may be deemed to be or may be used as an admission of, or evidence of, the validity of any  
11 Released Claim, or of any wrongdoing or liability of Defendants or their respective Related Parties,  
12 or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or  
13 omission of any of the Defendants or their respective Related Parties in any civil, criminal, or  
14 administrative proceeding in any court, administrative agency, or other tribunal.

15           8.4     Defendants and/or their respective Related Parties may file this Stipulation and/or  
16 the Judgment from this action in any other action that may be brought against them in order to  
17 support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release,  
18 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue  
19 preclusion or similar defense or counterclaim.

20           8.5     For purposes of this settlement only, the Settling Parties agree to: (i) certification  
21 of the Litigation as a class action, pursuant to Fed. R. Civ. P. 23(a) and 23(b)(3), on behalf of the  
22 Class as defined in ¶1.3; (ii) the appointment of Lead Plaintiffs as Class Representatives for the  
23 Class; and (iii) the appointment of Lead Counsel as Class Counsel for the Class pursuant to Fed.  
24 R. Civ. P. 23(g).

25           8.6     All agreements made and orders entered during the course of the Litigation relating  
26 to the confidentiality of information shall survive this Stipulation.

27           8.7     All of the Exhibits to the Stipulation are material and integral parts hereof and are  
28 fully incorporated herein by this reference.

1           8.8     The Stipulation may be amended or modified only by a written instrument signed  
2 by or on behalf of all Settling Parties or their respective successors-in-interest.

3           8.9     The Stipulation and the Exhibits attached hereto and the Supplemental Agreement  
4 constitute the entire agreement among the parties hereto and no representations, warranties or  
5 inducements have been made to any party concerning the Stipulation or its Exhibits other than the  
6 representations, warranties, and covenants contained and memorialized in such documents.  
7 Except as otherwise provided herein, each party shall bear its own costs.

8           8.10    Lead Counsel, on behalf of the Class, are expressly authorized by Lead Plaintiffs  
9 to take all appropriate action required or permitted to be taken by the Class pursuant to the  
10 Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications  
11 or amendments to the Stipulation on behalf of the Class which they deem appropriate.

12           8.11    All counsel and any other Person executing this Stipulation and any of the Exhibits  
13 hereto, or any related Settlement documents, warrant and represent that they have the full authority  
14 to do so and that they have the authority to take appropriate action required or permitted to be  
15 taken pursuant to the Stipulation to effectuate its terms.

16           8.12    The Stipulation may be executed in one or more counterparts. All executed  
17 counterparts and each of them shall be deemed to be one and the same instrument. A complete set  
18 of executed counterparts shall be filed with the Court. Signatures sent by facsimile or pdf'd via e-  
19 mail shall be deemed originals.

20           8.13    The Stipulation shall be binding upon, and inure to the benefit of, the successors  
21 and assigns of the parties hereto. No assignment shall relieve any party hereto of obligations  
22 hereunder.

23           8.14    The Court shall retain jurisdiction with respect to implementation and enforcement  
24 of the terms of the Stipulation, and all Settling Parties submit to the jurisdiction of the Court for  
25 purposes of implementing and enforcing the settlement embodied in the Stipulation and matters  
26 related to the settlement.

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