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 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

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10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 11 FOR THE COUNTY OF LOS ANGELES

13 SHAWN REED, individually and on behalf of
 14 all others similarly situated,
 15
 Plaintiff,
 16
 v.
 17 SUNRUN, INC.,
 18
 Defendant.

Case No. **BC 498002**
CLASS ACTION
CLASS ACTION COMPLAINT
JURY TRIAL DEMANDED

CIT/CASE: BC498002
 LEA/DEF#:
 RECEIPT #: CCH507417069
 DATE PAID: 01/04/13 03:53 PM
 PAYMENT: \$1,435.00 310
 RECEIVED:
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

ORIGINAL

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1 Plaintiff Shawn Reed ("Plaintiff") brings this action on behalf of himself and on behalf of
2 all others similarly situated in California against Defendant SunRun, Inc. (hereinafter "SunRun" or
3 "Defendant"). Plaintiff's allegations are made on information and belief except as to allegations
4 regarding himself which are based on personal knowledge. Plaintiff alleges as follows:

5 **I. INTRODUCTION**

6 1. This consumer class action arises from SunRun's marketing and lease of solar
7 panels to consumers throughout the state of California.

8 2. Contrary to the requirements of the California Business and Professions Code,
9 SunRun has leased and installed solar panels on the roofs of consumers' homes since 2007, though it
10 did not have a license to do so until February of 2012. Accordingly, Class members, who entered
11 into contracts prior to February of 2012, are entitled to return of monies paid under those contracts.

12 3. A lack of a business license is not the only wrong. The central premise of SunRun's
13 uniform marketing campaign is that increases in electricity prices will result in cost savings by
14 installing the SunRun Solar system. But SunRun deceptively states with certainty something that
15 is inherently unknowable. Those whose electricity prices are not as high as estimated by SunRun
16 are already experiencing the cost disadvantage of the SunRun system. Others whose electricity
17 prices will not rise as high as estimated by SunRun will experience the cost disadvantage in the
18 future. But whether the cost disadvantage is experienced or not, the promise of a system sure to
19 result in cost advantage was false when made and likely to deceive consumers into leasing a system
20 they otherwise would not have. Accordingly, Class members are entitled to receive corrected
21 information regarding future electricity prices and, at their election, to receive restitution of all
22 monies paid under the contract.

23 4. In addition, SunRun orally misrepresents to consumers that they can terminate their
24 contracts without further obligation if they move, which is likely to deceive consumers into leasing
25 a system they otherwise would not have. Accordingly, Subclass members are entitled to the relief
26 described herein.

1 **B. Defendant SunRun, Inc.**

2 9. Defendant SunRun, Inc. ("SunRun" or "Defendant") is a private company,
3 incorporated in California, with its corporate headquarters and principal place of business in San
4 Francisco, California. SunRun finances and installs solar panels on the roofs of consumers in ten
5 states, including California.

6 **IV. FACTUAL ALLEGATIONS**

7 **A. SunRun Installs and Finances Solar Panel Systems**

8 10. Sunrun provides solar financing to California homeowners and works with
9 subcontractors to evaluate and design the solar system plan for each consumer and then to install
10 the solar panels, inverter, racking, wiring, and safety shut-offs on the roof of the consumer. These
11 "solar panels convert the photons in sunlight into electrons of direct current electricity" and then
12 the direct current electricity "flows through the inverter, where it is converted to alternating current
13 and fed into the grid" to supply the type of electricity used by all appliances in a home.¹

14 11. As Sunrun explains, "[w]ith a solar lease or power purchase agreement (PPA), you
15 don't have to pay the high upfront cost of panels, equipment, and installation. Instead of paying for
16 a solar system, you pay a fixed monthly amount to install solar panels and use the electricity they
17 generate."² "You don't choose between a lease or a PPA; it's determined by where you live and
18 which electric utility connects to your system."³ With a solar lease, "[y]ou pay a fixed amount
19 each month for your solar panels. You pay the same each month regardless of how much energy
20 your panels produce." With a PPA, "[y]ou pay a fixed rate for the electricity your panels produce.
21 You only pay for the electricity your system produces each month."⁴ "With either a lease or a
22 PPA...you simply pay a monthly electricity bill."⁵

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¹ <http://www.sunrunhome.com/solar-for-your-home/guide/how-solar-works/>.

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² <http://www.sunrunhome.com/solar-lease/>.

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³ <http://www.sunrunhome.com/solar-lease/leasing/>.

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⁴ <http://www.sunrunhome.com/solar-lease/leasing/>.

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⁵ <http://www.sunrunhome.com/solar-lease/leasing/>.

1 12. “Sunrun purchases your home solar system and has it installed on your roof. You
2 pay little to nothing up front, and the a low, fixed amount every month. Sunrun takes complete
3 care of the equipment for 20 years.”⁶

4 13. “After you go solar with Sunrun, you will still receive an electricity bill from your
5 utility, but it will be much smaller” because “[y]ou will pay Sunrun for the clean solar energy
6 generated right from your roof.”⁷ Moreover, “[w]hen your solar system produces electricity that
7 you don’t use right away it’s sent back to the grid, and you get a positive credit.”⁸ “[O]n days
8 when your home uses more electricity than your system is producing, you’ll use up those credits
9 and draw electricity from the grid.”⁹

10 **B. SunRun is Required to Have a Contractor’s License**

11 14. Section 7026 of the California Business and Professions Code defines contractor
12 broadly to include “any person who undertakes to or offers to undertake to, or purports to have the
13 capacity to undertake to, or submits a bid to, or does himself or herself or by or through others,
14 construct, alter, repair, add to, subtract from, improve, move, wreck or demolish any building,
15 highway, road, parking facility, railroad, excavation or other structure, project, development or
16 improvement, or to do any part thereof ... whether or not the performance of work herein described
17 involves the addition to, or fabrication into, any structure, project, development or improvement
18 herein described of any material or article of merchandise.”

19 15. Sunrun’s contracts with consumers state that “Sunrun will arrange for the design,
20 permitting, construction, installation, testing, and activation of a solar photovoltaic system to be
21 located on the roof” of each consumer’s property.

22 16. Section 7028 (a) makes it a violation “for a person to engage in the business or act
23 in the capacity of a contractor within this state without having a license.”

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⁶ <http://www.sunrunhome.com/solar-lease/>.

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⁷ <http://www.sunrunhome.com/solar-for-your-home/guide/solar-video/paying-for-power/>.

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⁸ <http://www.sunrunhome.com/solar-for-your-home/solar-faq/>.

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⁹ <http://www.sunrunhome.com/solar-for-your-home/guide/how-solar-works/>.

1 **C. SunRun is Not Licensed Until February 2012**

2 17. According to the Contractors State License Board of the California Department of
3 Consumer Affairs, SunRun's general building contractor's license (No. 969975) was not issued
4 until February 10, 2012.¹⁰

5 18. Thereafter, Sunrun began including the licensee's statement required by Section
6 7030 in its contracts.

7 19. Thereafter, SunRun began including its license number as required by Section
8 7030.5 in its contracts.

9 **D. SunRun Markets its Solar Panels Based on Increasing Electricity Prices**

10 20. On its website, SunRun touts the benefits of "going solar." The first of three listed
11 benefits is to "save money." It then explains: "You already pay a lot for electricity today. In the
12 future, you'll pay even more. Nationwide, electricity rates have been increasing 6% per year over
13 the last thirty years. When you go solar, you take control of your electricity costs and opt out of
14 utility rate increases. You'll save money with solar by locking in a lower rate for your electricity
15 than you will pay for the next thirty years. Many Sunrun customers start saving money right
16 away."¹¹

17 21. In the FAQ section of its website, SunRun queries: "How much money will I save
18 with SunRun?" It responds that its "solar electricity rate is fixed and will rise very gradually. This
19 means as your utility increases its rates over time, the amount of money you'll save with Sunrun
20 will also increase over the life of your agreement. This can amount to tens of thousands of dollars
21 in savings."¹² In a corresponding video, it likewise states, "Your savings from Sunrun come from
22 paying less for solar electricity than you would be paying for dirty electricity from your

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25 <https://www2.cslb.ca.gov/OnlineServices/CheckLicenseII/LicenseDetail.aspx?LicNum=969975>.

26 ¹¹ <http://www.sunrunhome.com/solar-for-your-home/guide/advantages>. Moreover, the statement
27 that "[n]ationwide, electricity rates have been increasing 6% per year over the last thirty years" is
28 deceptive even from a purely historical perspective. Data from the California Public Utility
Commission, for example, shows that residential rates from 1982 to 2010 went up only 3.25%
annually. See http://www.energyalmanac.ca.gov/electricity/Electricity_Rates_Combined.xls.

¹² <http://www.sunrunhome.com/solar-for-your-home/solar-faq/>.

1 utility....[W]hen you consider the rate increase from your utility that you won't be paying, the
2 amount of money that you can save with Sunrun over the life of your agreement amounts to tens of
3 thousands of dollars.”¹³ In answering the next question, it continues, “you’re really going to see a
4 long term savings as utility rates continue to increase.”

5 22. In another section entitled the “Economics of Solar Energy,” SunRun explains that
6 “average utility rates have been on the rise for the last 30 years. There’s no evidence that this trend
7 will reverse anytime soon. Going solar today will help you lower your electricity costs and put
8 money back into your pocket.”¹⁴

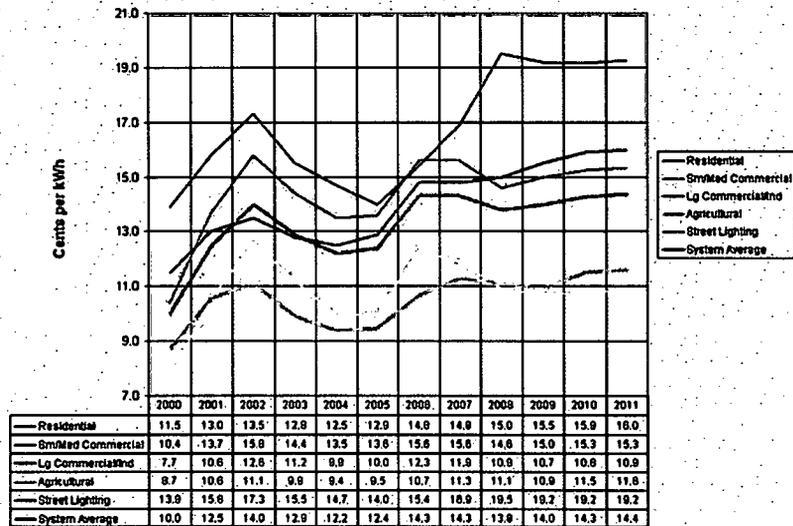
9 **E. Increasing Electricity Prices Are Far From a Foregone Conclusion**

10 23. The representation that SunRun would save consumers money due to increasing
11 electricity prices was misleading. For example, as the following graphic from the California Public
12 Utility Commission depicts, energy prices at Southern California Edison have leveled off in recent
13 years:

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27 ¹³ <http://www.sunrunhome.com/solar-for-your-home/guide/solar-video/saving-money/>.

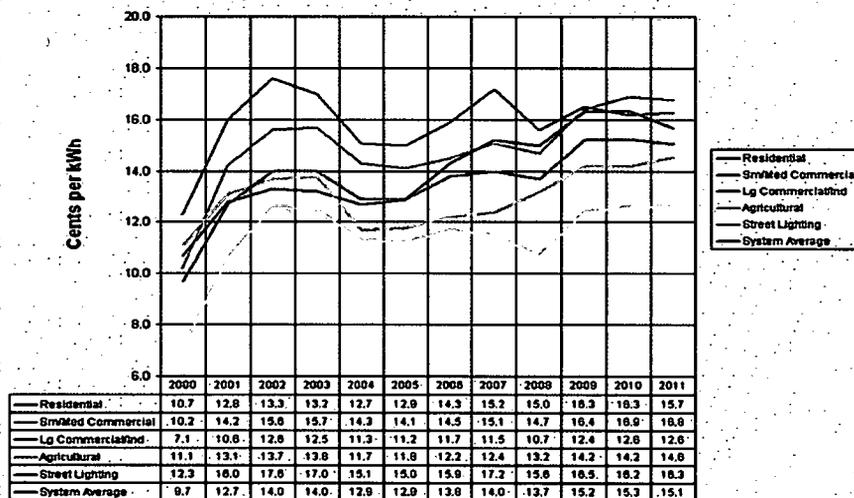
28 ¹⁴ <http://www.sunrunhome.com/solar-lease/cost-of-solar/solar-energy-economics/>.

SCE Average Bundled Rates by Class 2000-2011



24. Similarly, energy prices at Pacific Gas & Electric leveled off in 2009 and were dropping by 2011:

PG&E Average Bundled Rates by Class 2000 - 2011



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1 25. Other industry publications have indicated that a rise in electricity prices is far from
2 certain. According to the Economist's Special Report on Natural Gas in its July 14, 2012 issue,
3 due to hydraulic fracturing, shale gas "has rapidly transformed America's energy outlook."¹⁵

4 26. It also described that the "biggest advances have been in power generation. A
5 technological breakthrough, the combined-cycle gas turbine, a spin-off from the aviation industry,
6 has transformed the economics of the industry. Not only has it made it cheaper to generate
7 electricity from gas, but the process releases up to 50% less carbon dioxide than does coal."

8 27. "Between 2002 and 2006 gas went from providing 20% of America's electricity to
9 nearly 25%, mainly at the expense of coal."

10 28. It reported that "[i]n America, where shale gas is whooshing out of the ground,
11 [natural gas prices] recently fell to a ten-year low." Thus, "shale has already lowered consumers'
12 energy bills."

13 29. In its August 11, 2012 issue, the Economist again discussed the "boom in shale-gas
14 production in America," explaining that "if gas is cheap and abundant, more of it will be used to
15 generate electricity" instead of coal.¹⁶

16 30. And in a November 17, 2012 issue, the Economist reiterated that "[s]o much gas has
17 been fracked that its price has plummeted" and explained that "cheap gas yields cheap
18 electricity."¹⁷

19 31. In a July 6, 2012, CNN article, Daniel Yergin, who sits on the advisory board to the
20 U.S. Secretary of Energy, agreed that "[i]nexpensive natural gas is transforming the competitive
21 economics of electric power generation in the U.S." Coal plant construction "is grinding to a halt"
22 because the "economics of natural gas are so compelling."¹⁸

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¹⁵ www.economist.com/sites/default/files/20120714_natural_gas.pdf.

¹⁶ www.economist.com/node/21560277.

¹⁷ <http://www.economist.com/news/business/21566694-america-track-produce-all-energy-it-needs-home-energy-spares> and <http://www.economist.com/news/leaders/21566663-good-thing-but-it-would-be-better-if-energy-was-priced-correctly-united-states-america>.

¹⁸ <http://tech.fortune.cnn.com/2012/04/17/yergin-gas-solar-wind/>.

1 32. In another July 6, 2012 article, Jeff Mayer, the CEO of Soluxe Solar likewise
2 explained that “the introduction of shale gas to the market has reduced the cost of producing energy
3 from fossil fuels.”¹⁹

4 33. And while “[m]ost leasing contracts are sold on the assumption that the consumer
5 will save money because utility costs are expected to increase over the years....the truth is that
6 utility prices have been flat to down and consumers are being misled.” When solar leasing
7 companies advertise to customers that electricity prices have been rising 5 to 7 percent annually,
8 “[t]hat’s just not true,” according to Mayer.

9 34. The article concluded: “Leasing contracts generally span 20 or 25 years. There is a
10 chance, Mayer said, that power prices could skyrocket and consumers could still come out ahead.
11 But based on historical and current energy markets, consumers who lease solar panels will end up
12 paying more for power than if they didn’t have them.”

13 35. According to a 2011 report from America’s Natural Gas Alliance, “shale gas
14 production has resulted in a 10 percent reduction in electricity costs nationally.”²⁰

15 36. Because electricity prices are not necessarily expected to rise as SunRun represents –
16 and likely will not rise as SunRun represents – the central premise of its marketing is deceptive.

17 **F. SunRun Misrepresents Consumers’ Obligations Upon Any Sale of Their Homes**

18 37. Defendant’s sale agents orally represent to and repeatedly assure consumers that
19 they can terminate their SunRun contracts without further obligation if they move.

20 38. Indeed, the contract itself reinforces this oral misrepresentation because the section
21 sometimes numbered 11 and entitled “Sale of Property and Assignment” explains that upon any
22 sale where the new owner does not take assignment of the agreement with SunRun, the consumer
23 will be deemed to have terminated the agreement. The very next section sometimes numbered 12
24 and entitled “Term and Termination” states that at the end of the term of the agreement, SunRun
25 will remove the solar panels at no cost.

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27 ¹⁹ <http://www.cleanenergyauthority.com/solar-energy-news/some-question-solar-leasing-070612>.

28 ²⁰ <http://www.anga.us/media/241254/ihs%20shale%20gas%20jobs%20brochure.pdf>.

1 dispersed throughout the state, and that joinder of all Class and Subclass members is impracticable.
2 The information as to the identity of the Class and Subclass members can be substantially
3 determined from records maintained by Defendant and its agents, including the contracts entered
4 into with Class and Subclass members.

5 45. Plaintiff's claims are typical of, and not antagonistic to, the claims of the other Class
6 and Subclass members because Plaintiff has a contract with SunRun and by asserting his claims, he
7 will also advance the claims of all members of the Class and Subclass who were harmed by the
8 same wrongful conduct of SunRun as alleged herein, and the relief sought is common to the Class
9 and Subclass.

10 46. The common legal and factual questions which do not vary from Class member to
11 Class member, and which may be determined without reference to individual circumstances of any
12 Class member include, but are not limited to, the following:

- 13 a. Whether SunRun had a license prior to February 2012;
- 14 b. Whether SunRun's lack of a license prior to February 2012 violated CAL.
15 BUS. & PROF. CODE § 7026 *et seq.*;
- 16 c. Whether SunRun represented that increases in electricity prices would result
17 in the cost advantage of the SunRun system over time;
- 18 d. Whether Sunrun knew or should have known that the promise of a system
19 sure to result in cost advantage was false when made;
- 20 e. Whether SunRun should have disclosed that electricity prices may be
21 leveling off or decreasing in the future;
- 22 f. Whether the promise of a system sure to result in cost advantage was likely
23 to deceive consumers into leasing a system they otherwise would not have;
- 24 g. Whether the failure to disclose that electricity prices have been leveling off
25 or decreasing in recent years was likely to deceive consumers in to leasing a
26 system they otherwise would not have;
- 27 h. Whether the promise that they could terminate their contracts without further
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obligation if they moved was likely to deceive;

- i. Whether Plaintiff and the Class are entitled to compensatory damages, and the amount of such damages; and
- j. Whether SunRun should be ordered to make full restitution to Plaintiff and members of the Class, as well as other injunctive relief.

47. These common questions and others predominate over questions, if any, that affect only individual members of the Class and Subclass.

48. The claims of Plaintiff are typical of the Class and Subclass. There are no material conflicts with any other member of the Class that would make class certification inappropriate. Plaintiff and his counsel will fairly and adequately represent the interests of the Class and Subclass. Plaintiff has retained attorneys experienced in the prosecution of class actions, including complex cases and consumer actions, and Plaintiff will prosecute this action vigorously.

49. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because individual litigation of the claims of all Class and Subclass members is impracticable. Even if every Class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts if individual litigation of numerous cases would proceed. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each Class and Subclass member.

50. Prosecution of separate actions by individual Class members would create the risk of inconsistent or varying adjudications, establishing incompatible standards of conduct for Defendant, and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues.

51. Injunctive relief is appropriate as to the Class and Subclass as a whole because Defendant has acted or refused to act on grounds generally applicable to the Class and Subclass.

52. Whatever difficulties may exist in the management of the class action will be

1 greatly outweighed by the benefits of the class action procedure, including, but not limited to,
2 providing Class and Subclass members with a method for the redress of claims that may not
3 otherwise warrant individual litigation.

4 **VI. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **(VIOLATION OF BUS. & PROF. CODE § 7026 ET SEQ.)**

7 53. Plaintiff incorporates and realleges, as though fully set forth herein, each of the
8 paragraphs set forth above and asserts this claim on behalf of the Class.

9 54. Section 7026 defines contractor broadly to include “any person who undertakes to
10 or offers to undertake to, or purports to have the capacity to undertake to, or submits a bid to, or
11 does himself or herself or by or through others, construct, alter, repair, add to, subtract from,
12 improve, move, wreck or demolish any building, highway, road, parking facility, railroad,
13 excavation or other structure, project, development or improvement, or to do any part thereof ...
14 whether or not the performance of work herein described involves the addition to, or fabrication
15 into, any structure, project, development or improvement herein described of any material or article
16 of merchandise.”

17 55. SunRun was engaged in the business or acting in the capacity of a contractor.

18 56. Section 7028 (a) makes it a violation “for a person to engage in the business or act
19 in the capacity of a contractor within this state without having a license.”

20 57. SunRun did not have a license prior to February of 2012 and therefore violated CAL.
21 BUS. & PROF. CODE § 7026 *et seq.* prior to that time.

22 58. Section 7031 permits “a person who utilizes the services of an unlicensed contractor
23 [to] bring an action in any court of competent jurisdiction in this state to recover all compensation
24 paid to the unlicensed contractor for performance of any act or contract.”

25 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.
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SECOND CAUSE OF ACTION

(VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200 *ET SEQ.*)

59. Plaintiff incorporates and realleges, as though fully set forth herein, each of the paragraphs set forth above and asserts this claim on behalf of the Class.

60. Defendant has engaged in unfair competition within the meaning of California Business & Professions Code Section 17200 *et seq.* because Defendant's conduct is unlawful, misleading, and unfair as herein alleged.

61. Defendant's business practices are unlawful because the lease and installation of solar panels without a license violates Bus. & Prof. Code § 7026 *et seq.*, and Defendant has violated other statutes alleged herein, such as Civ. Code § 1750 *et seq.*

62. Defendant's business practices are misleading because the promise of a system sure to result in cost advantage and failure to disclose that electricity prices have been leveling off or decreasing in recent years was likely to deceive consumers into leasing a system they otherwise would not have.

63. Defendant had a duty to make such a disclosure due to either its representations to the contrary or its superior knowledge regarding electricity prices.

64. Defendant's business practices are unfair because they offend established public policy and/or are immoral, unethical, oppressive, unscrupulous and/or substantially injurious to consumers, which harm greatly outweighs any benefit associated with the business practice.

65. The Named Plaintiff has standing to pursue this claim because he has been injured by virtue of suffering a loss of money and/or property as a result of the wrongful conduct alleged herein. Plaintiff would not have entered into his contract with SunRun or agreed to pay as much had he known that the promise of a system sure to result in cost advantage was false when made.

66. Plaintiff and the Class are entitled to relief, including full restitution, which may have been obtained by Defendant as a result of such business acts or practices, and an injunction against Defendant to cease and desist from engaging in the practices described herein.

WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

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THIRD CAUSE OF ACTION

(VIOLATIONS OF CAL. CIV. CODE § 1750 ET SEQ.)

67. Plaintiff incorporates and realleges, as though fully set forth herein, each of the paragraphs set forth above and asserts this claim on behalf of the Class.

68. The Consumers Legal Remedies Act, Civil Code Section 1750 *et seq.* (hereinafter “CLRA”) was designed and enacted to protect consumers from unfair and deceptive business practices. To this end, the CLRA sets forth a list of unfair and deceptive acts and practices in Civil Code Section 1770.

69. The CLRA applies to Defendant’s actions and conduct described herein because it extends to the sale of goods or services for personal, family or household use.

70. At all relevant times, Plaintiff and members of the Class were “consumers” as defined in Civil Code Section 1761(d).

71. The transactions from which this action arises involve the sale or lease of goods or services for personal, family or household purposes within the meaning of Civil Code Section 1761.

72. Defendant’s practices in connection with the marketing and lease of solar panels violate Section 1770(a)(5) of the CLRA, because Defendant misrepresented the characteristics and benefits of its solar power system as described herein.

73. Defendant’s misrepresentations caused harm to Plaintiff and Class members who would not have purchased and/or paid as much for their solar panel systems had they known that the promise of a system sure to result in cost advantage was false when made or that electricity prices have been leveling off or decreasing in recent years.

74. In accordance with Civil Code § 1780 (a), Plaintiff and members of the Class seek injunctive and equitable relief for SunRun’s violations of the CLRA. In addition, after mailing appropriate notice and demand in accordance with Civil Code § 1782(a) & (d), Plaintiff will amend this Class Action Complaint to include a request for damages. Plaintiff and members of the Class request that this Court enter such orders or judgments as may be necessary to restore to any person

1 in interest any money which may have been acquired by means of such unfair business practices,
2 and for such other relief, including attorneys' fees and costs, as provided in Civil Code § 1780 and
3 the Prayer for Relief.

4 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

5 **FOURTH CAUSE OF ACTION**

6 **(VIOLATIONS OF CAL. BUS. & PROF. CODE § 17500 ET SEQ.)**

7 75. Plaintiff incorporates and realleges, as though fully set forth herein, each of the
8 paragraphs set forth above and asserts this claim on behalf of the Class.

9 76. California Business and Professions Code § 17500 states: "It is unlawful for
10 any...corporation...with intent directly or indirectly to dispose of real or personal property...to
11 induce the public to enter into any obligation relating thereto, to make or disseminate or cause to be
12 made or disseminated...from this state before the public in any state, in any newspaper or other
13 publication, or any advertising device,...or in any other manner or means whatever, including over
14 the Internet, any statement...which is untrue or misleading, and which is known, or which by the
15 exercise of reasonable care should be known, to be untrue or misleading."

16 77. Defendant caused to be made or disseminated throughout California statements that
17 are untrue or misleading, and which were known, or which by the exercise of reasonable care
18 should have been known to Defendant, to be untrue and misleading to consumers and Plaintiff.

19 78. Defendants have violated section 17500 because the misrepresentations set forth in
20 this Complaint were likely to deceive a reasonable consumer.

21 79. The Named Plaintiff has suffered an injury in fact, including the loss of money or
22 property, as a result of Defendants' unfair, unlawful and/or deceptive practices. Plaintiff would not
23 have entered into his contract with SunRun or agreed to pay as much had he known that the
24 promise of a system sure to result in cost advantage was false when made.

25 80. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
26 conduct of Defendant's business.

27 81. Plaintiff and the Class are entitled to restitution and/or other equitable relief in light
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1 of the practices described herein.

2 WHEREFORE, Plaintiff and the Class pray for relief as set forth below.

3 **FIFTH CAUSE OF ACTION**

4 **(VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200 ET SEQ.)**

5 82. Plaintiff incorporates and realleges, as though fully set forth herein, each of the
6 paragraphs set forth above and asserts this claim on behalf of the Subclass.

7 83. Defendant has engaged in unfair competition within the meaning of California
8 Business & Professions Code Section 17200 *et seq.* because Defendant's conduct is unlawful,
9 misleading, and unfair as herein alleged.

10 84. Defendant's business practices are unlawful because they violate other statutes
11 alleged herein, such as Civ. Code § 1750 *et seq.*

12 85. Defendant's business practices are misleading because the oral misrepresentation
13 that they could terminate their contract without further obligation if they moved was likely to
14 deceive consumers into leasing a system they otherwise would not have.

15 86. Moreover, the contract itself reinforces the oral misrepresentation because the
16 section sometimes numbered 11 and entitled "Sale of Property and Assignment" explains that upon
17 any sale where the new owner does not take assignment of the agreement with SunRun, the
18 consumer will be deemed to have terminated the agreement. The very next section sometimes
19 numbered 12 and entitled "Term and Termination" states that at the end of the term of the
20 agreement, SunRun will remove the solar panels at no cost. It is then not for several pages and
21 seven sections later that a section sometimes numbered 19(a) and entitled "SunRun's Remedies"
22 states that if the agreement is terminated "under Section 11(c)" the consumer will be required to
23 purchase the solar panels or pay SunRun a termination payment equal to all future energy to be
24 produced during the original term of the agreement. These terms are unnecessarily confusing to
25 the average consumer and coupled with the oral misrepresentation are likely to deceive.

26 87. Defendant's business practices are unfair because they offend established public
27 policy and/or are immoral, unethical, oppressive, unscrupulous and/or substantially injurious to
28

1 consumers, which harm greatly outweighs any benefit associated with the business practice.

2 88. The Named Plaintiff has standing to pursue this claim because he has been injured
3 by virtue of suffering a loss of money and/or property as a result of the wrongful conduct alleged
4 herein. Plaintiff would not have entered into his contract with SunRun or agreed to pay as much
5 had he known that the promise that he could terminate his contract without further obligation if he
6 moved was false when made.

7 89. Plaintiff and the Subclass are entitled to relief, including full restitution, which may
8 have been obtained by Defendant as a result of such business acts or practices, and an injunction
9 against Defendant to cease and desist from engaging in the practices described herein and to enjoin
10 Defendant from enforcing section 19(a) of the contract or its differently numbered equivalent as a
11 result of its deceptive sales practices.

12 WHEREFORE, Plaintiff and the Subclass pray for relief as set forth below.

13 **SIXTH CAUSE OF ACTION**

14 **(VIOLATIONS OF CAL. CIV. CODE § 1750 ET SEQ.)**

15 90. Plaintiff incorporates and realleges, as though fully set forth herein, each of the
16 paragraphs set forth above and asserts this claim on behalf of the Subclass.

17 91. The CLRA was designed and enacted to protect consumers from unfair and
18 deceptive business practices. To this end, the CLRA sets forth a list of unfair and deceptive acts
19 and practices in Civil Code Section 1770.

20 92. The CLRA applies to Defendant's actions and conduct described herein because it
21 extends to the sale of goods or services for personal, family or household use.

22 93. At all relevant times, Plaintiff and members of the Subclass were "consumers" as
23 defined in Civil Code Section 1761(d).

24 94. The transactions from which this action arises involve the sale or lease of goods or
25 services for personal, family or household purposes within the meaning of Civil Code Section
26 1761.

27 95. Defendant's practices in connection with the marketing and lease of solar panels
28

1 publication, or any advertising device,...or in any other manner or means whatever, including over
2 the Internet, any statement...which is untrue or misleading, and which is known, or which by the
3 exercise of reasonable care should be known, to be untrue or misleading.”

4 100. Defendant caused to be made or disseminated throughout California statements that
5 are untrue or misleading, and which were known, or which by the exercise of reasonable care
6 should have been known to Defendant, to be untrue and misleading to consumers and Plaintiff.

7 101. Defendants have violated section 17500 because the misrepresentations set forth in
8 this Complaint were likely to deceive a reasonable consumer.

9 102. The Named Plaintiff has suffered an injury in fact, including the loss of money or
10 property, as a result of Defendants' unfair, unlawful and/or deceptive practices. Plaintiff would not
11 have entered into his contract with SunRun or agreed to pay as much had he known that the
12 promise that he could terminate his contract without further obligation if he moved was false when
13 made.

14 103. All of the wrongful conduct alleged herein occurred, and continues to occur, in the
15 conduct of Defendant's business.

16 104. Plaintiff and the Subclass are entitled to restitution and/or other equitable relief in
17 light of the practices described herein, including an injunction to enjoin Defendant from enforcing
18 section 19(a) of the contract (described above) or its differently numbered equivalent as a result of
19 its deceptive sales practices.

20 WHEREFORE, Plaintiff and the Subclass pray for relief as set forth below.

21 **PRAYER FOR RELIEF**

22 A. Certification of the proposed Class with notice and claims administration to be paid
23 by Defendant;

24 B. Return of all payments made under the contracts entered into prior to February
25 2012, pursuant to CAL. BUS. & PROF. CODE § 7031;

26 C. Injunctive relief requiring SunRun to permit all members of the Class to rescind
27 their contracts with SunRun and have all payments made pursuant to the contracts returned and to
28

1 cease the deceptive marketing of the solar power system, pursuant to CAL. BUS. & PROF. CODE
2 §§ 17200, 1750, and 17500;

3 D. Injunctive relief enjoining SunRun from enforcing section 19(a) of the contract
4 (described above) or its differently numbered equivalent as a result of its deceptive sales practices
5 under CAL. BUS. & PROF. CODE §§ 17200, 1750, and 17500;

6 E. All other available remedies pursuant to CAL. BUS. & PROF. CODE §§ 17200, 1750,
7 and 17500;

8 F. Prejudgment interest at the maximum rate;

9 G. Costs of the proceedings herein;

10 H. Reasonable attorneys' fees and costs as allowed by statute;

11 I. All such other and further relief as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Plaintiff on behalf of himself and all others similarly situated hereby request a jury trial on
14 the claims so triable.

15 DATED: January 4, 2013

16 HAGENS BERMAN SOBOL SHAPIRO LLP

17
18 By 
19 ELAINE T. BYRSKI
20 301 North Lake Avenue, Suite 203
21 Pasadena, CA 91101
22 Telephone: (213) 330-7150
23 Facsimile: (213) 330-7152
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28 Seattle, WA 98101
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Attorneys for Plaintiff and the Proposed Class

010321-11 554345 V2

DECLARATION RE CLRA VENUE

I, Shawn Reed, do hereby declare and state as follows:

1. I am a party plaintiff in *Shawn Reed, individually and on behalf of all others similarly situated v. SunRun Inc.* Pursuant to Cal. Civ. Code § 1780(d), I make this declaration in support of the Class Action Complaint and the claim therein for relief under Cal. Civ. Code § 1780(a). I have personal knowledge of the facts stated herein and, if necessary, could competently testify thereto.

2. This action for relief under Cal. Civ. Code § 1780(a) has been commenced in a county that is a proper place for trial of this action because SunRun does business throughout the State of California.

This declaration is signed under penalty of perjury under the laws of the State of California this 20 day of December 2012.


SHAWN REED

01 / 04 / 2013

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):
ELAINE T. BYSZEWSKI (SBN 222304)
HAGENS BERMAN SOBOL SHAPIRO LLP
301 North Lake Avenue, Suite 203
Pasadena, CA 91101
TELEPHONE NO.: (213) 330-7150 FAX NO.: (213) 330-7152
ATTORNEY FOR (Name): Plaintiff

FOR COURT USE ONLY
FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES
JAN 04 2013
JOHN A. GRIDER, CLERK
BY [Signature] Deputy
Gina Grider

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 North Hill St.
MAILING ADDRESS: 111 North Hill St.
CITY AND ZIP CODE: Los Angeles, CA 90012
BRANCH NAME: Stanley Mosk Courthouse

CASE NAME: SHAWN REED, individually and on behalf of all others similarly situated v. SUNRUN, INC.

CIVIL CASE COVER SHEET
[Checked] Unlimited (Amount demanded exceeds \$25,000) [] Limited (Amount demanded is \$25,000 or less)
Complex Case Designation
[] Counter [] Joinder
Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)

CASE NUMBER: BC 498002
JUDGE:
DEPT:

Items 1-6 below must be completed (see instructions on page 2).

- 1. Check one box below for the case type that best describes this case:
Auto Tort: [] Auto (22), [] Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort: [] Asbestos (04), [] Product liability (24), [] Medical malpractice (45), [] Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort: [] Business tort/unfair business practice (07), [] Civil rights (08), [] Defamation (13), [] Fraud (16), [] Intellectual property (19), [] Professional negligence (25), [] Other non-PI/PD/WD tort (35)
Employment: [] Wrongful termination (36), [] Other employment (15)
Contract: [] Breach of contract/warranty (06), [] Rule 3.740 collections (09), [] Other collections (09), [] Insurance coverage (18), [] Other contract (37)
Real Property: [] Eminent domain/inverse condemnation (14), [] Wrongful eviction (33), [] Other real property (26)
Unlawful Detainer: [] Commercial (31), [] Residential (32), [] Drugs (38)
Judicial Review: [] Asset forfeiture (05), [] Petition re: arbitration award (11), [] Writ of mandate (02), [] Other judicial review (39)
Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403): [Checked] Antitrust/Trade regulation (03), [] Construction defect (10), [] Mass tort (40), [] Securities litigation (28), [] Environmental/Toxic tort (30), [] Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment: [] Enforcement of judgment (20)
Miscellaneous Civil Complaint: [] RICO (27), [] Other complaint (not specified above) (42)
Miscellaneous Civil Petition: [] Partnership and corporate governance (21), [] Other petition (not specified above) (43)

- 2. This case [Checked] is [] is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
a. [] Large number of separately represented parties d. [] Large number of witnesses
b. [Checked] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. [] Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
c. [Checked] Substantial amount of documentary evidence f. [] Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. [Checked] monetary b. [Checked] nonmonetary; declaratory or injunctive relief c. [] punitive
4. Number of causes of action (specify): 7
5. This case [Checked] is [] is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: January 4, 2013
ELAINE T. BYSZEWSKI
(TYPE OR PRINT NAME)

[Signature]
(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE
• Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
• File this cover sheet in addition to any cover sheet required by local court rule.
• If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
• Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

ORIGINAL

SHORT TITLE:

SHAWN REED, et al. v. SUNRUN, INC.

CASE NUMBER

BC 498002

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? YES CLASS ACTION? YES LIMITED CASE? YES TIME ESTIMATED FOR TRIAL ¹⁵ HOURS/ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

1. Class actions must be filed in the Stanley Mosk Courthouse, central district.
2. May be filed in central (other county, or no bodily injury/property damage).
3. Location where cause of action arose.
4. Location where bodily injury, death or damage occurred.
5. Location where performance required or defendant resides.
6. Location of property or permanently garaged vehicle.
7. Location where petitioner resides.
8. Location wherein defendant/respondent functions wholly.
9. Location where one or more of the parties reside.
10. Location of Labor Commissioner Office

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress		1., 3.	
<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death		1., 4.	

SHORT TITLE: SHAWN REED, et al. v. SUNRUN, INC.

CASE NUMBER

Non-Personal Injury/ Property
Damage/ Wrongful Death Tort

Employment

Contract

Real Property

Unlawful Detainer

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice	1., 2., 3.
	<input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3.
Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case	1., 2., 3.
	<input type="checkbox"/> A6109 Labor Commissioner Appeals	10.
Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	2., 5.
	<input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence)	2., 5.
	<input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud)	1., 2., 5.
	<input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	1., 2., 5.
Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff	2., 5., 6.
	<input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5.
Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud	1., 2., 3., 5.
	<input type="checkbox"/> A6031 Tortious Interference	1., 2., 3., 5.
	<input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 8.
Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure	2., 6.
	<input type="checkbox"/> A6032 Quiet Title	2., 6.
	<input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6.
Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer-Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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Judicial Review

Provisionally Complex Litigation

Enforcement of Judgment

Miscellaneous Civil Complaints

Miscellaneous Civil Petitions

A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
Antitrust/Trade Regulation (03)	<input checked="" type="checkbox"/> A6003 Antitrust/Trade Regulation	① 2., 8.
Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

SHORT TITLE: SHAWN REED, et al. v. SUNRUN, INC.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input checked="" type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: Class Action
CITY: Class Action	STATE:	ZIP CODE: ✓

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subs. (b), (c) and (d)]....

Dated: January 4, 2013



(SIGNATURE OF ATTORNEY/FILING PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

01/04/2013