

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 JAMES I. JACONETTE (179565)
RACHEL L. JENSEN (211456)
3 ASHLEY M. PRICE (281797)
655 West Broadway, Suite 1900
4 San Diego, CA 92101
Telephone: 619/231-1058
5 619/231-7423 (fax)

6 COTCHETT, PITRE & McCARTHY, LLP
MARK C. MOLUMPHY (168009)
7 TAMARAH P. PREVOST (313422)
San Francisco Airport Office Center
8 840 Malcolm Road, Suite 200
Burlingame, CA 94010
9 Telephone: 650/697-6000
650/697-0577 (fax)

10 Co-Lead Class Counsel for Plaintiffs

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA

12 COUNTY OF SAN MATEO

13 In re SUNRUN INC. SHAREHOLDER)
14 LITIGATION)

Lead Case No. CIV538215

15) CLASS ACTION

16 This Document Relates To:)

Assigned to: Hon. Marie S. Weiner

17 ALL ACTIONS.)

18) ORDER PRELIMINARILY APPROVING
SETTLEMENT AND PROVIDING FOR
NOTICE

19 DEPT: 2

20 DATE ACTION FILED: 4/13/16

ENDORSED FILED
SAN MATEO COUNTY

SEP 14 2018

Clerk of the Superior Court
By TERRI MARAGOULAS
DEPUTY CLERK

1 WHEREAS, ~~on~~ September 14th, 2018, the Parties to the above-entitled action (the "Action")¹
2 entered into a Stipulation of Settlement (the "Stipulation" or "Settlement") which is subject to review
3 by this Court and which, together with the exhibits thereto, sets forth the terms and conditions for the
4 Settlement of the claims alleged in the Action; and the Court having read and considered the Stipulation
5 and the accompanying documents; and the Parties to the Stipulation having consented to the entry of
6 this Order; and all capitalized terms used herein having the meanings defined in the Stipulation;

7 WHEREAS, on December 29, 2017, the Court issued an Order certifying a Class of persons and
8 entities who purchased or otherwise acquired Sunrun common stock before February 1, 2016 pursuant
9 to or traceable to the Company's Registration Statement issued in connection with Sunrun's August 5,
10 2015 initial public offering; certified a Subclass of all persons and entities who purchased common
11 stock of Sunrun directly in the August 5, 2015 initial public offering; appointed plaintiffs Jeffrey L.
12 Pytel and Jackie L. Nunez as Class Representatives of the Class and Subclass; and appointed Robbins
13 Geller Rudman & Dowd LLP and Cotchet Pitre & McCarthy LLP to act as Class Counsel;

14 WHEREAS, on January 19, 2018, the Court issued an Order for issuance of notice to the Class
15 and Subclass of pendency of class action, including, among other things, clarifying language regarding
16 the Class and Subclass;

17 NOW, THEREFORE, IT IS HEREBY ORDERED, this 14th day of September 2018, that:

18 1. The Court preliminarily finds that:

19 (a) the Settlement resulted from informed, extensive arm's-length negotiations,
20 including mediation among Plaintiffs and the Sunrun Defendants under the direction of a very
21 experienced mediator, the Hon. Daniel Weinstein (Ret.); and

22 (b) the Settlement is sufficiently fair, reasonable, and adequate to warrant providing
23 notice of the Settlement to the Class.

24
25 ¹ As used herein, the term "Parties" means Jeffrey L. Pytel and Jackie L. Nunez, and Defendants
26 Sunrun, Inc. ("Sunrun" or the "Company"), Lynn Jurich, Bob Komin, Edward Fenster, Jameson
27 McJunkin, Gerald Risk, Steve Vassallo, Richard Wong, Credit Suisse Securities (USA) LLC, Goldman
28 Sachs & Co. LLC (f/k/a Goldman, Sachs & Co.), Morgan Stanley & Co. LLC, Merrill Lynch, Pierce
Fenner & Smith Incorporated, RBC Capital Markets, LLC, KeyBanc Capital Markets Inc., SunTrust
Robinson Humphrey, Inc., Foundation Capital VI, L.P. and Foundation Capital Management Co. VI,
LLC.

1 2. A hearing (the "Settlement Fairness Hearing") is hereby scheduled to be held before the
2 Court on December 14, 2018, at 11:00 a.m., for the following purposes:

3 (a) to determine whether the proposed Settlement is fair, reasonable, and adequate,
4 and should be approved by the Court;

5 (b) to determine whether the Final Judgment as provided under the Stipulation
6 should be entered;

7 (c) to determine whether the proposed Plan of Allocation should be approved by the
8 Court as fair, reasonable and adequate;

9 (d) to consider Plaintiffs' Counsel's application for an award of attorneys' fees and
10 expenses;

11 (e) to consider Plaintiffs' request for the reimbursement of the costs and expenses
12 (including lost wages) they incurred in prosecuting this Action on behalf of the Class; and

13 (f) to rule upon such other matters as the Court may deem appropriate.

14 3. The Court reserves the right to approve the Settlement with or without modification and
15 with or without further notice to the Class and may adjourn the Settlement Fairness Hearing without
16 further notice to the Class. The Court reserves the right to enter the Final Judgment approving the
17 Stipulation regardless of whether it has approved the Plan of Allocation, Plaintiffs' Counsel's request
18 for an award of attorneys' fees and expenses and the reimbursement of costs, expenses and time of
19 Plaintiffs in their representation of the Class.

20 4. The Court approves the form, substance and requirements of the Notice of Proposed
21 Settlement of Class Action (the "Notice"), the Proof of Claim and Release (the "Proof of Claim"), and
22 the Summary Notice of Proposed Settlement of Class Action (the "Summary Notice"), annexed hereto
23 as Exhibits A-1, A-2 and A-3, respectively.

24 5. The Court approves the appointment of Garden City Group, LLC as the Claims
25 Administrator to supervise and administer the notice procedure in connection with the proposed
26 settlement as well as the processing of Proofs of Claim as more fully set forth below.

27 6. The Claims Administrator shall cause the Notice and the Proof of Claim, substantially in
28 the forms annexed hereto, to be mailed, by first class mail, postage prepaid, within twenty-one (21)

1 calendar days of this Order, to all Class Members who can be identified with reasonable effort. Within
2 ten (10) calendar days of this Order, Sunrun, at its expense, shall promptly make, or cause to be made,
3 the last known addresses of Class Members, or other identifying information, as set forth in the books
4 and records regularly maintained by the Company, available to the Claims Administrator for the
5 purpose of identifying and giving notice to the Class. The Claims Administrator shall use reasonable
6 efforts to give notice to nominee purchasers such as brokerage firms and other persons or entities who
7 purchased or otherwise acquired Sunrun common stock during the Class Period as record owners but
8 not as beneficial owners. Such nominee purchasers are directed, within fourteen (14) business days of
9 their receipt of the Notice, to either forward copies of the Notice and Proof of Claim to their beneficial
10 owners or to provide the Claims Administrator with lists of the names and addresses of the beneficial
11 owners, and the Claims Administrator is ordered to send the Notice and Proof of Claim promptly to
12 such identified beneficial owners. Nominee purchasers who elect to send the Notice and Proof of Claim
13 to their beneficial owners shall send a statement to the Claims Administrator confirming that the
14 mailing was made as directed. Additional copies of the Notice shall be made available to any record
15 holder requesting such for the purpose of distribution to beneficial owners, and such record holders
16 shall be reimbursed from the Settlement Fund, upon receipt by the Claims Administrator of proper
17 documentation, for the reasonable expense of sending the Notice and Proof of Claim to beneficial
18 owners.

19 7. The Claims Administrator shall cause the Summary Notice to be published once in the
20 national edition of *The Wall Street Journal*, and once over a national newswire service, within ten (10)
21 calendar days after the mailing of the Notice.

22 8. Lead Counsel shall, at least fourteen (14) calendar days before the Settlement Fairness
23 Hearing, file with the Court and serve on the Parties proof of mailing of the Notice and Proof of Claim
24 form and proof of publication of the Summary Notice.

25 9. The form and content of the Notice and the Summary Notice, and the method set forth
26 herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of
27 California law and due process, constitute the best notice practicable under the circumstances, and shall
28 constitute due and sufficient notice to all persons and entities entitled thereto.

1 10. In order to be entitled to participate in the Net Settlement Fund, in the event the
2 Settlement is consummated in accordance with its terms set forth in the Stipulation, each Class Member
3 shall take the following actions and be subject to the following conditions:

4 (a) Within ninety (90) days after such time as set by the Court to mail notice to the
5 Class, each Person claiming to be an Authorized Claimant shall be required to submit to the Claims
6 Administrator a completed Proof of Claim, substantially in a form contained in Exhibit A-2 attached
7 hereto and as approved by the Court, signed under penalty of perjury and supported by such documents
8 as are specified in the Proof of Claim and as are reasonably available to the Authorized Claimant.

9 (b) Except as otherwise ordered by the Court, all Class Members who fail to timely
10 submit a Proof of Claim within such period, or such other period as may be ordered by the Court, shall
11 be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth
12 therein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the
13 releases contained therein, and the Final Judgment. Notwithstanding the foregoing, Lead Counsel may,
14 in their discretion, accept for processing late submitted claims so long as the distribution of the Net
15 Settlement Fund to Authorized Claimants is not materially delayed. No Person shall have any claim
16 against Plaintiffs, Plaintiffs' Counsel or the Claims Administrator by reason of the decision to exercise
17 such discretion whether to accept late-submitted claims.

18 (c) As part of the Proof of Claim, each Class Member shall submit to the jurisdiction
19 of the Court with respect to the claim submitted, and shall (subject to effectuation of the Settlement)
20 release all Settled Claims as provided in the Stipulation.

21 11. Class Members shall be bound by all determinations and judgments in this Action,
22 whether favorable or unfavorable, unless they request exclusion from the Class in a timely and proper
23 manner, as hereinafter provided. A Class Member wishing to make such request shall, no later than
24 sixty (60) calendar days after the date set for the initial mailing of the Notice to Class Members, mail a
25 request for exclusion in written form by first class mail postmarked to the address designated in the
26 Notice. Such request for exclusion shall clearly indicate the name, address and telephone number of the
27 person seeking exclusion, that the sender requests to be excluded from the Settlement, and must be
28 signed by such person. Such persons requesting exclusion are also directed to state the date(s), price(s),

1 and number(s) of shares of common stock they purchased or acquired pursuant or traceable to the
2 Registration Statement issued in connection with Sunrun's initial public offering. The request for
3 exclusion shall not be effective unless it is made in writing within the time stated above, and the
4 exclusion is accepted by the Court. Class Members requesting exclusion from the Class shall not be
5 entitled to receive any payment out of the Net Settlement Fund as described in the Stipulation and
6 Notice.

7 12. The Court will consider objections to the Settlement, the Plan of Allocation, the
8 reimbursement of Plaintiffs' time and expenses, and/or the award of attorneys' fees and expenses. Any
9 person wanting to object may do so in writing and/or by appearing at the Settlement Fairness Hearing.
10 To the extent any person wants to object in writing, such objections and any supporting papers,
11 accompanied by proof of Class membership, shall be filed with the Clerk of the Court, Superior Court
12 of the State of California, County of San Mateo, 400 County Center, Redwood City, CA 94063, and
13 copies of all such papers served no later than December 4, 2018, which is sixty (60) calendar days
14 after the date set for the initial mailing of the Notice to the Class to each of the following: Ellen
15 Gusikoff Stewart, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego,
16 CA 92101 and Mark C. Molumphy, Cotchett, Pitre & McCarthy, LLP, 840 Malcolm Road, Suite 200,
17 Burlingame, CA 94010, on behalf of the Plaintiffs and the Class and Susan Samuels Muck, Fenwick &
18 West LLP, 555 California Street, 12th Floor, San Francisco, CA 94104, on behalf of the Sunrun
19 Defendants. Persons who intend to object in writing to the Settlement, the Plan of Allocation, the
20 request for an award of attorneys' fees and expenses and/or the request for the reimbursement of
21 Plaintiffs' time and expenses in representing the Class and desire to present evidence at the Settlement
22 Fairness Hearing must include in their written objections copies of any exhibits they intend to introduce
23 into evidence at the Settlement Fairness Hearing. If an objector hires an attorney to represent him, her
24 or it for the purposes of making an objection, the attorney must both effect service of a notice of
25 appearance on counsel listed above and file it with the Court by no later than December 4, 2018.
26 A Class Member who files a written objection does not have to appear at the Settlement Fairness
27 Hearing for the Court to consider his, her or its objection. Any member of the Class who does not make
28 his, her, or its objection in the manner provided shall be deemed to have waived such objection and

1 shall forever be foreclosed from making any objection to the fairness or adequacy of the Settlement set
2 forth in the Stipulation, to the Plan of Allocation, and to the award of attorneys' fees and expenses to
3 Lead Counsel and Plaintiffs' reimbursement for their time and expenses, unless otherwise ordered by
4 the Court.

5 13. All papers in support of the Settlement, the Plan of Allocation, and any application by
6 Lead Counsel for attorneys' fees and expenses and reimbursement of Plaintiffs' time and expenses shall
7 be filed fourteen (14) calendar days prior to the deadline in paragraph 12 for objections to be filed. All
8 reply papers shall be filed and served at least seven (7) calendar days prior to the Settlement Fairness
9 Hearing.

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

13 15. Defendants' Counsel and Plaintiffs' Counsel shall promptly furnish each other with
14 copies of any and all objections that come into their possession.

15 16. Pending final determination of whether the Settlement should be approved, the Plaintiffs,
16 all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not
17 institute, commence, maintain or prosecute, and are hereby barred and enjoined from instituting,
18 commencing, maintaining or prosecuting, any action in any court or tribunal that asserts Settled Claims
19 against any of the Released Parties.

20 17. All reasonable expenses incurred in identifying and notifying Class Members, as well as
21 administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the
22 Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor
23 any of their counsel shall have any obligation to repay any amounts actually and properly disbursed
24 from the Settlement Fund, except as provided for in the Stipulation.

25 18. If any specified condition to the Settlement set forth in the Stipulation is not satisfied and
26 Plaintiffs or Defendants elect to terminate the Settlement, then, in any such event, the Stipulation,
27 including any amendment(s) thereof, shall be null and void and of no further force or effect (except to
28 the extent otherwise expressly provided in the Stipulation), without prejudice to any party, and may not

1 be introduced as evidence or referred to in this Action, the action captioned *In re Sunrun Inc. Securities*
2 *Litigation*, Case No. 3:17-cv-02537-VC, pending in the U.S. District Court for the Northern District of
3 California, or any action or proceedings by any person or entity for any purpose, and each party shall be
4 restored to his, her or its respective position as it existed on July 8, 2018.

5 19. The Court may adjourn or continue the Settlement Fairness Hearing without further
6 written notice.

7 20. The Court retains exclusive jurisdiction over the Action to consider all further matters
8 arising out of or connected with the Settlement. The Court may approve the Settlement, with such
9 modifications as may be agreed by the Parties, if appropriate, without further notice to the Class.

10
11 DATED: SEP 14 2018

MARIE S. WEINER

THE HONORABLE MARIE S. WEINER
JUDGE OF THE SUPERIOR COURT

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 RACHEL L. JENSEN (211456)
ASHLEY M. PRICE (281797)
4 655 West Broadway, Suite 1900
San Diego, CA 92101
5 Telephone: 619/231-1058
619/231-7423 (fax)

6 COTCHETT, PITRE & McCARTHY, LLP
7 MARK C. MOLUMPY (168009)
TAMARAH P. PREVOST (313422)
8 San Francisco Airport Office Center
840 Malcolm Road, Suite 200
9 Burlingame, CA 94010
Telephone: 650/697-6000
10 650/697-0577 (fax)

11 Co-Lead Class Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re SUNRUN INC. SHAREHOLDER
15 LITIGATION

) Lead Case No. CIV538215
)
)

CLASS ACTION

16 This Document Relates To:
17
18

) Assigned to: Hon. Marie S. Weiner
)
)

ALL ACTIONS.

) NOTICE OF PROPOSED SETTLEMENT OF
) CLASS ACTION
)

19 EXHIBIT A-1

20 DEPT: 2

21 DATE ACTION FILED: 4/13/16
22
23
24
25
26
27
28

1 **NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION**

2 **TO: ALL PERSONS THAT PURCHASED OR OTHERWISE ACQUIRED SUNRUN INC.**
3 **(“SUNRUN” OR THE “COMPANY”) COMMON STOCK BEFORE FEBRUARY 1,**
4 **2016 PURSUANT OR TRACEABLE TO THE COMPANY’S REGISTRATION**
5 **STATEMENT AND PROSPECTUS ISSUED IN CONNECTION WITH SUNRUN’S**
6 **AUGUST 5, 2015 INITIAL PUBLIC OFFERING (“IPO”) (“CLASS” OR “CLASS**
7 **MEMBERS”)**

8 **IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU MUST TIMELY**
9 **SUBMIT A PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) BY**
10 **_____, 2018.**

11 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
12 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS**
13 **ENTIRETY.**

14 **WHY SHOULD I READ THIS NOTICE?**

15 This Notice is given pursuant to an order issued by the Superior Court of California, County of
16 San Mateo (the “Court”). This Notice serves to inform you of the proposed settlement of the above-
17 captioned class action lawsuit (the “Settlement”) and the hearing (the “Settlement Fairness Hearing”) to
18 be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, as set
19 forth in the Stipulation of Settlement dated August 23, 2018 (the “Stipulation”), by and between
20 Plaintiffs Jeffrey L. Pytel and Jackie L. Nunez (“Plaintiffs”), on behalf of themselves and the Class, and
21 Defendants Sunrun, Lynn Jurich, Bob Komin, Edward Fenster, Jameson McJunkin, Gerald Risk, Steve
22 Vassallo, Richard Wong, Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC (f/k/a
23 Goldman, Sachs & Co.), Morgan Stanley & Co. LLC, Merrill Lynch, Pierce Fenner & Smith
24 Incorporated, RBC Capital Markets LLC, KeyBanc Capital Markets Inc., SunTrust Robinson
25 Humphrey, Inc., Foundation Capital VI, L.P. and Foundation Capital Management Co. VI, LLC.¹

26 **This Notice is intended to inform you how this lawsuit and proposed Settlement may affect**
27 **your rights and what steps you may take in relation to it. This Notice is NOT an expression of**
28 **any opinion by the Court as to the merits of the claims or defenses asserted in the lawsuit or**
whether the Defendants engaged in any wrongdoing.

WHAT IS THIS LAWSUIT ABOUT?

I. THE ALLEGATIONS

 Sunrun is a provider of residential solar electricity. This Action alleges, among other things,
that Defendants misrepresented and omitted material facts in the registration statements for the IPO
concerning Sunrun’s core business model, including a planned exit from the key market of Nevada, a
growth plan based on unrealistic sales quotas and questionable sales practices, cancellations in several
of the Company’s major markets, and the deterioration of the Company’s profitable relationship with
Costco. Defendants deny all of Plaintiffs’ allegations.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO
PLAINTIFFS OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN
EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF
THE ALLEGATIONS IN THIS ACTION OR THE MERITS OF THE CLAIMS OR DEFENSES

¹ The Stipulation can be viewed and/or downloaded at www.sunrunsecuritieslitigation.com. All
capitalized terms used herein have the same meaning as the terms defined in the Stipulation.

1 **ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED**
2 **SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT**
3 **SETTLEMENT.**

4 **II. PROCEDURAL HISTORY**

5 The initial complaint was filed on April 13, 2016. Several other complaints were filed
6 thereafter. Defendants removed the action to federal court, and upon motion by Plaintiffs, the litigation
7 was remanded to the Court.

8 On October 17, 2016, Plaintiffs filed their Consolidated Complaint for Violations of the Federal
9 Securities Laws. On November 14, 2016, Defendants filed a demurrer to that complaint. Plaintiffs
10 opposed the demurrer on December 7, 2016. On January 13, 2017, the Court held a hearing on the
11 demurrer and thereafter issued an order overruling the Sunrun Defendants' and Underwriter
12 Defendants' demurrers, and granted Plaintiffs leave to amend their claims against the Venture Capital
13 Defendants.

14 On April 4, 2017, Plaintiffs filed the Amended Consolidated Complaint for Violations of the
15 Federal Securities Laws (the "FAC"). The Venture Capital Defendants filed their demurrer to the FAC
16 on April 24, 2017. Plaintiffs filed their opposition on May 8, 2017, and following oral argument, the
17 Court overruled the Venture Capital Defendants' demurrers, except with respect to William Elmore, the
18 co-founder of Foundation Capital.

19 Defendants made numerous motions to stay the Action in the Court, the California Court of
20 Appeals, and the United States District Court for the Northern District of California. Each of those
21 motions was opposed by Plaintiffs and denied. Defendants also twice moved for judgment on the
22 pleadings. Those motions were opposed by Plaintiffs and denied by the Court.

23 On July 19, 2017, Plaintiffs moved for class certification. Defendants served discovery on
24 Plaintiffs and took their depositions, and thereafter opposed the motion. Following oral argument, on
25 December 29, 2017, the Court issued an order certifying the Class. The Court also certified a Subclass
26 of Sunrun common stock purchasers who purchased directly in the IPO. On January 19, 2018, the
27 Court issued an Order for issuance of notice to the Class and Subclass of pendency of class action,
28 including, among other things, clarifying language regarding the Class and Subclass.

The Parties engaged in extensive fact discovery, ultimately resulting in the production of over
one million pages of documents by Defendants and third parties. The Parties also conducted a number
of depositions, and were scheduling the remaining depositions to take place if settlement had not been
reached.

In an effort to conserve judicial resources and attempt to settle the Action, the Sunrun
Defendants and Plaintiffs engaged the services of the Hon. Daniel Weinstein (Ret.), a nationally
recognized mediator. There was an exchange of detailed mediation statements and a full-day in-person
mediation with Judge Weinstein on May 4, 2018. Although mediation was carried out in good faith, no
agreement was reached and litigation continued. The negotiations continued through Judge Weinstein,
and on July 8, 2018, Judge Weinstein's Mediator's Proposal to settle the Action on the terms set forth
herein was accepted, subject to the negotiations of a Stipulation of Settlement and approval by the
Court. The Stipulation (together with the exhibits thereto) reflects the final and binding agreement
between the Parties.

26 **HOW DO I KNOW IF I AM A CLASS MEMBER?**

27 If you purchased or acquired Sunrun common stock before February 1, 2016 pursuant or
28 traceable to the Registration Statement and Prospectus in connection with the Company's IPO, you are
a Class Member. As set forth in the Stipulation, excluded from the Class are: Defendants and members

1 of their immediate families, the officers and directors of Sunrun and members of their immediate
2 families, and their legal representatives, heirs, successors or assigns, and any entity in which Defendants
3 have a controlling interest. For purposes of clarification, any investment company or pooled investment
4 fund, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds and
5 hedge funds, in which any Underwriter Defendant has or may have a direct or indirect interest, or as to
6 which its affiliates may act as an investment advisor but of which any Underwriter Defendant or any of
7 its respective affiliates is not a majority owner or does not hold a majority beneficial interest shall not
8 be deemed an excluded person or entity.

9 The Court also certified a Subclass consisting of all persons and entities who purchased Sunrun
10 common stock directly in the August 5, 2015 IPO.

11 **PLEASE NOTE:** Receipt of this Notice does not mean that you are a Class Member or that
12 you will be entitled to receive a payment from the Settlement. If you are a Class Member and you wish
13 to be eligible to participate in the distribution of proceeds from the Settlement, you are required to
14 submit the Proof of Claim form that is being distributed with this Notice and the required supporting
15 documentation as set forth therein postmarked or submitted online on or before _____, 2018.

16 **WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?**

17 The Settlement, if approved, will result in the creation of a cash settlement fund of \$32,000,000
18 (the "Settlement Fund"). The Settlement Fund, plus accrued interest and minus the costs of this Notice
19 and all costs associated with the administration of the Settlement Fund, as well as attorneys' fees and
20 expenses, and the payment of Plaintiffs' time and expenses in representing the Class, as approved by the
21 Court (the "Net Settlement Fund"), will be distributed to eligible Class Members pursuant to the Plan of
22 Allocation that is described in the next section of this Notice.

23 **WHAT IS THE PROPOSED PLAN OF ALLOCATION?**

24 The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among
25 Class Members based on their respective alleged economic losses resulting from the securities law
26 violations alleged in the Action.

27 The Claims Administrator shall determine each Class Member's share of the Net Settlement
28 Fund based upon the recognized loss formula (the "Recognized Loss") described below. A Recognized
Loss will be calculated for each share of Sunrun common stock purchased or otherwise acquired prior
to February 1, 2016, pursuant or traceable to the Company's IPO. The calculation of Recognized Loss
will depend upon several factors, including when the shares of Sunrun common stock were purchased
or otherwise acquired and in what amounts, whether the shares were ever sold, and, if so, when they
were sold and for what amounts. The Recognized Loss is not intended to estimate the amount a Class
Member might have been able to recover after a trial, nor to estimate the amount that will be paid to
Class Members pursuant to the Settlement. The Recognized Loss is the basis upon which the Net
Settlement Fund will be proportionately allocated to Class Members.

29 Your share of the Net Settlement Fund will depend on the number of valid Proof of Claim forms
30 that Class Members send in and how many shares of Sunrun common stock you purchased pursuant or
31 traceable to Sunrun's IPO, and whether you sold any of those shares and when you sold them.

32 The calculation of claims below is not an estimate of the amount you will receive. It is a
33 formula for allocating the Net Settlement Fund among all Authorized Claimants. Furthermore, if any of
34 the formulas set forth below yield an amount less than \$0.00, the claim per share is \$0.00.

ALLOCATION

Claims for the August 2015 Initial Public Offering

Initial Public Offering Price: \$14.00 per share

Closing Price on the date the lawsuit was filed²: \$6.87 per share

A claim will be calculated as follows:

For shares of Sunrun common stock that were purchased or acquired pursuant or traceable to the Company's August 5, 2015 IPO prior to February 1, 2016, and

- (a) sold prior to April 13, 2016, the claim per share is the least of (i) the Purchase Price per share less the Sales Price per share, or (ii) \$14.00 less the Sales Price per share; and
- (b) retained at the close of trading on April 12, 2016, or, sold on or after April 13, 2016, the claim per share is the least of (i) \$14.00 less \$6.87, or (ii) the Purchase Price per share less the Sales Price per share.

In the event a Class Member has more than one purchase or acquisition or sale of Sunrun common stock prior to February 1, 2016, pursuant or traceable to the Registration Statement and Prospectus for the IPO, all such purchases and sales shall be matched on a First-In, First-Out ("FIFO") basis. Sales will be matched against purchases in chronological order, beginning with the earliest purchase made during the relevant period.

A purchase, acquisition or sale of Sunrun common stock shall be deemed to have occurred on the "contract" or "trade" date as opposed to the "settlement" or "payment" date. All purchase, acquisition and sale prices shall exclude any fees and commissions. The receipt or grant by gift, devise, or operation of law of Sunrun common stock during the Class Period shall not be deemed a purchase, acquisition or sale of Sunrun common stock for the calculation of a claimant's recognized claim nor shall it be deemed an assignment of any claim relating to the purchase or acquisition of such shares unless specifically provided in the instrument of gift or assignment. The receipt of Sunrun common stock during the Class Period in exchange for securities of any other corporation or entity shall not be deemed a purchase, acquisition or sale of Sunrun common stock.

With respect to Sunrun common stock purchased or sold through the exercise of an option, the purchase/sale date of the common stock is the exercise date of the option and the purchase/sale price of the stock is the exercise price of the option. Any recognized claim arising from purchases of Sunrun common stock acquired during the Class Period through the exercise of an option on Sunrun common stock shall be computed as provided for other purchases of Sunrun common stock in the Plan of Allocation.

The total of all profits shall be subtracted from the total of all losses from transactions during the Class Period to determine if a Class Member has a recognized claim. Only if a Class Member had a net market loss, after all profits from transactions in Sunrun common stock during the Class Period are subtracted from all losses, will such Class Member be eligible to receive a distribution from the Net Settlement Fund.

If an Authorized Claimant has an overall market gain, the recognized claim for that Authorized Claimant will be \$0.00. If an Authorized Claimant has an overall market loss, that Authorized

² Class action complaint filed on April 13, 2016.

1 Claimant's recognized claim will be limited to the amount of total market loss. The Claims
2 Administrator shall allocate to each Authorized Claimant a *pro rata* share of the Net Settlement Fund
3 based on his, her, or its recognized claim as compared to the total recognized claims of all Authorized
Claimants. No distribution shall be made to Authorized Claimants who would otherwise receive a
distribution of less than \$10.00.

4 Distributions will be made to Authorized Claimants after all claims have been processed, after
5 the Court has finally approved the Settlement, and after any appeals are resolved. If there is any
6 balance remaining in the Net Settlement Fund after at least six (6) months from the initial date of
7 distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or
8 otherwise), the Claims Administrator shall, if feasible, reallocate such balance among Authorized
Claimants in an equitable and economic fashion. These redistributions shall be repeated until the
balance remaining in the Net Settlement Fund is no longer economically feasible to distribute to Class
Members. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to
the Bay Area Legal Aid.

9 Please contact the Claims Administrator or Plaintiffs' Counsel if you disagree with any
10 determinations made by the Claims Administrator regarding your Proof of Claim. If you are
11 dissatisfied with the determinations, you may ask the Court, which retains jurisdiction over all Class
12 Members and the claims administration process, to decide the issue by submitting a written request.

The Court has reserved jurisdiction to allow, disallow, or adjust the claim of any Class Member
on equitable grounds.

13 Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all
14 Authorized Claimants. No Person shall have any claim against Plaintiffs, Plaintiffs' Counsel, any
15 Claims Administrator, any other Person designated by Plaintiffs' Counsel, or any of the Released
16 Parties based on the distributions made substantially in accordance with the Stipulation and the
17 Settlement contained therein, the Plan of Allocation, or further orders of the Court. All Class Members
who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in
distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall
be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the
releases given.

18 **DO I NEED TO CONTACT PLAINTIFFS' COUNSEL IN ORDER TO PARTICIPATE IN**
19 **DISTRIBUTION OF THE SETTLEMENT FUND?**

No. If you have received this Notice and timely submit your Proof of Claim to the designated
20 address, you need not contact Plaintiffs' Counsel. If your address changes, please contact the Claims
21 Administrator at:

Sunrun Shareholder Litigation Settlement
c/o Garden City Group, LLC
P.O. Box 10559
Dublin, OH 43017-4521
Telephone: 1-800-601-7495
www.sunrunsecuritieslitigation.com

25 **THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED**

26 The Stipulation may be terminated under several circumstances outlined in it. If the Stipulation
27 is terminated, the Action will proceed as if the Stipulation had not been entered into.

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6

7
8
9

- 0
- 1
- 2

6
7
8

6
7
8

0

3
4
5

8

1 Plaintiffs' Counsel in the amount of up to 33-1/3% of the Settlement Fund, plus payment of Lead
2 Counsel's expenses incurred in connection with this Action in an amount not to exceed \$550,000. In
3 addition, each of the Plaintiffs may seek reimbursement of up to \$18,000 for their time and expenses
4 (including lost wages) incurred in representing the Class. Such sums as may be approved by the Court
5 will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or
6 expenses.

7 The attorneys' fees and expenses requested will be the only payment to Plaintiffs' Counsel for
8 their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly
9 contingent basis. The fees requested will compensate Plaintiffs' Counsel for their work in achieving the
10 Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the
11 amount requested by Plaintiffs' Counsel.

12 **CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?**

13 If you do not want to receive a payment from this Settlement, or you want to keep the right to
14 sue or continue to sue Defendants on your own about the legal issues in this case, then you must take
15 steps to get out of the Class. This is called excluding yourself from, or "opting out" of, the Class. If
16 you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged
17 in this Action, you may want to consult an attorney and discuss whether any individual claim that you
18 may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

19 To exclude yourself from the Class, you must send a signed letter by mail saying that you want
20 to be excluded from the Class in the following Action: *In re Sunrun Inc. Shareholder Litigation*, Lead
21 Case No. CIV538215. Be sure to include your name, address, telephone number, and the date(s),
22 price(s), and number(s) of shares of the common stock that you purchased or acquired during the Class
23 Period (August 5, 2015 to February 1, 2016). Your exclusion request must be **postmarked no later**
24 **than** _____, **201**_, and sent to the Claims Administrator at:

25 *Sunrun Shareholder Litigation Settlement*
26 Claims Administrator
27 EXCLUSIONS
28 c/o Garden City Group, LLC
P.O. Box 10559
Dublin, OH 43017-4521

19 You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion,
20 you will not receive a settlement payment, and you cannot object to the Settlement. If you make a
21 proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

22 **IF YOU SUBMITTED A REQUEST FOR EXCLUSION IN CONNECTION WITH THE**
23 **NOTICE OF PENDENCY OF CLASS ACTION THAT YOU RECEIVED EARLIER THIS**
24 **YEAR, YOU NEED NOT DO SO AGAIN.**

25 **CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE** 26 **REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF** 27 **ALLOCATION?**

28 Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not
you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs and
expenses, the service awards to Plaintiffs and/or the Plan of Allocation. In order for any objection to be
considered, you must file a written statement, accompanied by proof of Class membership, with the
Court and send a copy to Plaintiffs' Counsel and the Sunrun Defendants' Counsel, at the addresses
listed below **by** _____, **2018**. The Court's address is Superior Court of San Mateo, Hall of
Justice and Records, 400 County Center, Redwood City, CA 94063; Plaintiffs' Counsel's addresses are

1 Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, c/o
2 Ellen Gusikoff Stewart and Cotchett, Pitre & McCarthy, LLP, 840 Malcolm Road, Suite 200,
3 Burlingame, CA 94010, c/o Mark C. Molumphy; and Sunrun Defendants' Counsel's address is Fenwick
4 & West LLP, 555 California Street, 12th Floor, San Francisco, CA 94104, c/o Susan Samuels Muck.
Attendance at the Settlement Fairness Hearing is not necessary; however, persons wishing to be heard
orally at the Settlement Fairness Hearing are required to indicate in their written objection their
intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any,
they intend to introduce into evidence.

5 **WHAT IS THE DIFFERENCE BETWEEN OBJECTING AND EXCLUDING MYSELF** 6 **FROM THE SETTLEMENT?**

7 Objecting is telling the Court that you do not like something about the proposed Settlement, the
8 Plan of Allocation, or Plaintiffs' Counsel's request for an award of attorneys' fees and expenses. You
9 can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to
be part of the Class. If you exclude yourself, you have no basis to object because the case no longer
applies to you.

10 **WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?**

11 If you are a Class Member and you do not exclude yourself from the Class, you may receive the
12 benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon
approval by the Court.

13 **HOW CAN I GET A PAYMENT?**

14 In order to qualify for a payment, you must timely complete and return the Proof of Claim form
15 that accompanies this Notice. A Proof of Claim is enclosed with this Notice or it may be downloaded at
16 www.sunrunsecuritieslitigation.com. Read the instructions carefully; fill out the Proof of Claim form;
sign it; and mail or submit it online so that it is **postmarked (if mailed) or received (if submitted**
17 **online) no later than _____, 2018**. The Proof of Claim may be submitted online at
18 www.sunrunsecuritieslitigation.com. If you do not submit a timely Proof of Claim form with all of the
required information, you will not receive a payment from the Settlement Fund; however, unless you
expressly exclude yourself from the Class as described above, you will still be bound in all other
respects by the Settlement, the Final Judgment, and the release contained in them.

19 **WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?**

20 If the Settlement is approved by the Court, the Court will enter a Final Judgment. If the Final
21 Judgment becomes effective pursuant to the terms of the Stipulation, all Class Members shall be
22 deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released,
relinquished, and discharged any and all of the Released Parties from all Settled Claims.

- 23 • "Related Parties" means each of a Defendant's past, present or future direct or indirect
24 parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of their
25 respective present or former directors, officers, employees, partners, members,
26 principals, agents, underwriters, insurers, co-insurers, reinsurers, controlling
27 shareholders, attorneys, accountants, auditors, financial or investment advisors or
28 consultants, banks or investment bankers, personal or legal representatives,
predecessors, successors, assigns, spouses, heirs, related or affiliated entities, any entity
in which a Defendant has a controlling interest, any member of an Individual
Defendant's immediate family, any trust of which any Individual Defendant is the

1 settlor or which is for the benefit of any Defendant and/or member(s) of his family, and
2 the legal representatives, heirs, successors in interest or assigns of the Defendants.

- 3 • “Released Parties” means Defendants and each and all of their Related Parties.
- 4 • “Settled Claims” means all claims, including “Unknown Claims” as defined below, that
5 both (a) arise out of, are based upon, or relate to in any way any of the allegations, acts,
6 transactions, facts, events, matters, occurrences, statements, representations,
7 misrepresentations or omissions involved, set forth, alleged or referred to in this Action,
8 or which could have been alleged in this Action, and (b) arise out of, are based upon, or
9 relate to in any way the purchase, acquisition, or holding of Sunrun common stock
10 purchased or acquired during the Class Period pursuant to or traceable to the
11 Registration Statement and Prospectus issued in connection with Sunrun’s IPO.
12 “Settled Claims” also includes any and all claims arising out of, relating to, or in
13 connection with the Settlement or resolution of the Action against the Released Parties
14 (including Unknown Claims), except claims to enforce any of the terms of the
15 Stipulation.
- 16 • “Unknown Claims” means any and all claims and potential claims against Defendants
17 which Plaintiffs or any Class Member or Subclass Member does not know or suspect to
18 exist in his, her, or its favor as of the Effective Date, and any claims against Plaintiffs
19 which Defendants do not know or suspect to exist in their favor, which if known by him,
20 her, or it might have affected his, her, or its decision(s) with respect to the Settlement.
21 With respect to any and all Settled Claims and Settled Defendants’ Claims, the Parties
22 stipulate and agree that by operation of the Final Judgment, upon the Effective Date, the
23 Plaintiffs and Defendants shall have expressly waived, and each Class Member shall be
24 deemed to have waived, and by operation of the Final Judgment shall have expressly
25 waived, the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

26 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH**
27 **THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS**
28 **OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,**
WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR;

and any and all provisions, rights, and benefits conferred by any law of any state or
territory of the United States, or principle of common law, which is similar, comparable,
or equivalent to Cal. Civ. Code §1542. Plaintiffs, Class Members and Subclass
Members may hereafter discover facts in addition to or different from those which he,
she, or it now knows or believes to be true with respect to the subject matter of the
Settled Claims, but Plaintiffs shall expressly fully, finally, and forever settle and release,
and each Class Member and Subclass Member, upon the Effective Date, shall be
deemed to have, and by operation of the Final Judgment shall have, fully, finally, and
forever settled and released, any and all Settled Claims, known or unknown, suspected
or unsuspected, contingent or non-contingent, whether or not concealed or hidden,
which now exist, or heretofore have existed, upon any theory of law or equity now
existing or coming into existence in the future, including, but not limited to, conduct
which is negligent, intentional, with or without malice, or a breach of any duty, law or
rule, without regard to the subsequent discovery or existence of such different or
additional facts. Plaintiffs and Defendants acknowledge, and Class Members and
Subclass Members shall be deemed to have acknowledged, that the inclusion of

1 "Unknown Claims" in the definition of Settled Claims and Settled Defendants' Claims
2 was separately bargained for and was a key element of the Settlement.

3 The above description of the proposed Settlement is only a summary. The complete terms are
4 set forth in the Stipulation (including its exhibits), which may be obtained at
5 www.sunrunsecuritieslitigation.com, or by contacting Plaintiffs' Counsel listed on Page __ above.

6 THE SETTLEMENT FAIRNESS HEARING

7 The Court will hold a Settlement Fairness Hearing on _____, 2018, at :___.m., before the
8 Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo, Department 2,
9 Courtroom 2E, 400 County Center, Redwood City, CA 94063, for the purpose of determining whether:
10 (1) the Settlement as set forth in the Stipulation for \$32,000,000 in cash should be approved by the
11 Court as fair, reasonable and adequate; (2) Final Judgment as provided under the Stipulation should be
12 entered; (3) to award Plaintiffs' Counsel attorneys' fees and expenses out of the Settlement Fund; (4) to
13 pay Plaintiffs for their time and expenses (including lost wages) they incurred in representing the Class
14 out of the Settlement Fund; and (5) the Plan of Allocation should be approved by the Court. The Court
15 may adjourn or continue the Settlement Fairness Hearing without further notice to members of the
16 Class.

17 Any Class Member may appear at the Settlement Fairness Hearing and be heard on any of the
18 foregoing matters; provided, however, that no such person shall be heard unless his, her, or its objection
19 is made in writing and is filed, together with proof of membership in the Class and with copies of all
20 other papers and briefs to be submitted by him, her, or it to the Court at the Settlement Fairness
21 Hearing, with the Court no later than _____, 2018, and showing proof of service on the following
22 counsel:

23 Ellen Gusikoff Stewart, Esq.
24 ROBBINS GELLER RUDMAN &
25 DOWD LLP
26 655 West Broadway, Suite 1900
27 San Diego, CA 92101
28 Telephone: 619/231-1058

Susan Samuels Muck
FENWICK & WEST LLP
555 California Street, 12th Floor
San Francisco, CA 94104

Attorneys for Sunrun Defendants

Mark C. Molumphy
COTCHETT, PITRE &
McCARTHY, LLP
840 Malcolm Road, Suite 200
Burlingame, CA 94010
Telephone: 650/697-6000

Attorneys for Plaintiffs

Unless otherwise directed by the Court, any Class Member who does not make his, her or its
objection in the manner provided shall be deemed to have waived all objections to this Settlement and
shall be foreclosed from raising (in this proceeding or on any appeal), any objection and any untimely
objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your
attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the
address set out above) by no later than _____, 2018.

1 **INJUNCTION**

2 The Court has issued an order enjoining all Class Members from instituting, commencing,
3 maintaining or prosecuting any action in any court or tribunal that asserts Settled Claims against any
4 Released Party, pending final determination by the Court of whether the Settlement should be approved.

4 **HOW DO I OBTAIN ADDITIONAL INFORMATION?**

5 This Notice contains only a summary of the terms of the proposed Settlement. The records in
6 this Action may be examined and copied at any time during regular office hours, and subject to
7 customary copying fees, at the Clerk of the Superior Court of California, County of San Mateo. In
8 addition, all of the Settlement documents, including the Stipulation, this Notice, the Proof of Claim
9 form and proposed Final Judgment may be obtained by contacting the Claims Administrator at:

8 *Sunrun Shareholder Litigation Settlement*

9 c/o Garden City Group, LLC

10 P.O. Box 10559

11 Dublin, OH 43017-4521

12 Email: info@sunrunsecuritieslitigation.com

13 Telephone: 1-800-601-7495

14 www.sunrunsecuritieslitigation.com

12 In addition, you may contact Rick Nelson, Shareholder Relations, Robbins Geller Rudman &
13 Dowd LLP, 655 W. Broadway, Suite 1900, San Diego, CA 92101, 1-800-449-4900 or Mark C.
14 Molumphy, Cotchett, Pitre & McCarthy, LLP, 840 Malcolm Road, Suite 200, Burlingame, CA 94010,
if you have any questions about the Action or the Settlement.

15 **DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION**

16 **SPECIAL NOTICE TO BANKS, BROKERS, AND OTHER NOMINEES**

17 If you hold any Sunrun common stock purchased or acquired between August 5, 2015 and
18 January 31, 2016, inclusive, as a nominee for a beneficial owner, then, within fourteen (14) days after
19 you receive this Notice, you must either: (1) send a copy of this Notice by First-Class Mail to all such
Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

20 *Sunrun Shareholder Litigation Settlement*

21 c/o Garden City Group, LLC

22 P.O. Box 10559

23 Dublin, OH 43017-4521

24 E-mail: info@sunrunsecuritieslitigation.com

25 Telephone: 1-800-601-7495

26 www.sunrunsecuritieslitigation.com

24 If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims
25 Administrator (without cost to you) as many additional copies of these documents as you will need to
26 complete the mailing.

1 Regardless of whether you choose to complete the mailing yourself or elect to have the mailing
2 performed for you, you may obtain reimbursement for or advancement of reasonable administrative
3 costs actually incurred or expected to be incurred in connection with forwarding the Notice and which
would not have been incurred but for the obligation to forward the Notice, upon submission of
appropriate documentation to the Claims Administrator.

4 DATED: _____
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BY ORDER OF THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF SAN MATEO
HONORABLE MARIE S. WEINER

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 RACHEL L. JENSEN (211456)
ASHLEY M. PRICE (281797)
4 655 West Broadway, Suite 1900
San Diego, CA 92101
5 Telephone: 619/231-1058
619/231-7423 (fax)

6 COTCHETT, PITRE & McCARTHY, LLP
7 MARK C. MOLUMPHY (168009)
TAMARAH P. PREVOST (313422)
8 San Francisco Airport Office Center
840 Malcolm Road, Suite 200
9 Burlingame, CA 94010
Telephone: 650/697-6000
10 650/697-0577 (fax)

11 Co-Lead Class Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re SUNRUN INC. SHAREHOLDER)	Lead Case No. CIV538215
15 LITIGATION)	
_____)	<u>CLASS ACTION</u>
16 This Document Relates To:)	Assigned to: Hon. Marie S. Weiner
17)	
18 ALL ACTIONS.)	PROOF OF CLAIM AND RELEASE
_____)	EXHIBIT A-2

19
20 DEPT: 2
DATE ACTION FILED: 4/13/16
21
22
23
24
25
26
27
28

1 **I. GENERAL INSTRUCTIONS**

2 1. To recover as a Class Member based on your claims in the action entitled *In re Sunrun*
3 *Inc. Shareholder Litigation*, Lead Case No. CIV538215 (the “Action”),¹ you must complete and, on
4 page ____ hereof, sign this Proof of Claim and Release (“Proof of Claim”). If you fail to file a properly
5 addressed (as set forth in paragraph 3 below) Proof of Claim, your claim may be rejected and you may
6 be precluded from any recovery from the Net Settlement Fund created in connection with the proposed
7 Settlement.

8 2. Submission of this Proof of Claim, however, does not assure that you will share in the
9 proceeds of the Settlement of the Action.

10 3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED
11 PROOF OF CLAIM, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED
12 HEREIN, **ON OR BEFORE _____, 2018**, ADDRESSED AS FOLLOWS:

13 *Sunrun Shareholder Litigation Settlement*
14 Claims Administrator
15 c/o Garden City Group, LLC
16 P.O. Box 10559
Dublin, OH 43017-4521
online submissions: www.sunrunsecuritieslitigation.com

17 If you are NOT a Class Member, as defined in the Notice of Proposed Settlement of Class Action
18 (“Notice”), DO NOT submit a Proof of Claim.

19 4. If you are a Class Member and you do not timely request exclusion, you are bound by
20 the terms of any judgment entered in the Action, including the releases provided therein, WHETHER
21 OR NOT YOU SUBMIT A PROOF OF CLAIM.

22 **II. CLAIMANT IDENTIFICATION**

23 If you purchased or acquired Sunrun Inc. (“Sunrun” or the “Company”) common stock before
24 February 1, 2016, pursuant or traceable to the Company’s August 5, 2015 initial public offering
25 (“IPO”), and held the certificate(s) in your name, you are the beneficial purchaser as well as the record
26 purchaser. If, however, you purchased or acquired Sunrun common stock before February 1, 2016,

27 ¹ This Proof of Claim and Release (“Proof of Claim”) incorporates by reference the definitions in the
28 Stipulation of Settlement (“Stipulation”), which can be obtained at www.sunrunsecuritieslitigation.com.

1 pursuant or traceable to Sunrun's IPO, and the certificate(s) were registered in the name of a third party,
2 such as a nominee or brokerage firm, you are the beneficial purchaser and the third party is the record
3 purchaser.

4 Use Part I of this form entitled "Claimant Identification" to identify each purchaser of record
5 ("nominee"), if different from the beneficial purchaser of the Sunrun common stock which forms the
6 basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL
7 PURCHASER(S) OR ACQUIRER(S) OR THE LEGAL REPRESENTATIVE OF SUCH
8 PURCHASER(S) OR ACQUIRER(S) OF THE SUNRUN COMMON STOCK UPON WHICH THIS
9 CLAIM IS BASED.

10 All joint purchasers or acquirers must sign this claim. Executors, administrators, guardians,
11 conservators, and trustees must complete and sign this claim on behalf of persons represented by them
12 and their authority must accompany this claim and their titles or capacities must be stated. The Social
13 Security (or taxpayer identification) number and telephone number of the beneficial owner may be used
14 in verifying the claim. Failure to provide the foregoing information could delay verification of your
15 claim or result in rejection of the claim.

16 **III. CLAIM FORM**

17 Use Part II of this form entitled "Schedule of Transactions in Sunrun Common Stock" to supply
18 all required details of your transaction(s). If you need more space or additional schedules, attach
19 separate sheets giving all of the required information in substantially the same form. Sign and print or
20 type your name on each additional sheet.

21 On the schedules, provide all of the requested information with respect to *all* of your purchases,
22 acquisitions, and sales of Sunrun common stock which took place between August 5, 2015 and January
23 31, 2016, inclusive, including any common stock purchased in or traceable to the Company's IPO,
24 whether such transactions resulted in a profit or a loss. You must also provide all of the requested
25 information with respect to *all* of the shares of Sunrun common stock you held at the close of trading on
26 January 31, 2016 and April 13, 2016. Failure to report all such transactions may result in the rejection
27 of your claim.

1 List each transaction separately and in chronological order, by trade date, beginning with the
2 earliest. You must accurately provide the month, day, and year of each transaction you list.

3 The date of covering a "short sale" is deemed to be the date of purchase of Sunrun common
4 stock. The date of a "short sale" is deemed to be the date of sale of Sunrun common stock.

5 **COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF**
6 **YOUR TRANSACTIONS IN SUNRUN COMMON STOCK SHOULD BE ATTACHED TO**
7 **YOUR CLAIM. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY**
8 **VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.**

9 NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of
10 transactions may request, or may be requested, to submit information regarding their transactions in
11 electronic files. All claimants MUST submit a manually signed paper Proof of Claim whether or not
12 they also submit electronic copies. If you wish to file your claim electronically, you must contact the
13 Claims Administrator at 1-800-601-7495 to obtain the required file layout. No electronic files will be
14 considered to have been properly submitted unless the Claims Administrator issues to the claimant a
15 written acknowledgment of receipt and acceptance of electronically submitted data.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN MATEO

In re Sunrun Inc. Shareholder Litigation

Lead Case No. CIV538215

PROOF OF CLAIM AND RELEASE

Must Be Postmarked (if Mailed) or Received (if Submitted Online) No Later Than:

_____, 2018

Please Type or Print

REMEMBER TO ATTACH COPIES OF BROKER CONFIRMATIONS OR OTHER DOCUMENTATION OF YOUR TRANSACTIONS IN SUNRUN COMMON STOCK. FAILURE TO PROVIDE THIS DOCUMENTATION COULD DELAY VERIFICATION OF YOUR CLAIM OR RESULT IN REJECTION OF YOUR CLAIM.

PART I: CLAIMANT IDENTIFICATION

Last Name	M.I.	First Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Last Name (Co-Beneficial Owner)	M.I.	First Name (Co-Beneficial Owner)
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="radio"/> IRA <input type="radio"/> Joint Tenancy <input type="radio"/> Employee <input type="radio"/> Individual <input type="radio"/> Other _____ (specify)		
Company Name (Beneficial Owner - If Claimant is not an Individual) or Custodian Name if an IRA		
<input type="text"/>		
Trustee/Asset Manager/Nominee/Record Owner's Name (If Different from Beneficial Owner Listed Above)		
<input type="text"/>		
Account#/Fund# (Not Necessary for Individual Filers)		
<input type="text"/>		

Social Security Number	Taxpayer Identification Number
<input type="text"/> - <input type="text"/> - <input type="text"/>	or <input type="text"/> - <input type="text"/> - <input type="text"/>
Telephone Number (Primary Daytime)	Telephone Number (Alternate)
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>
Email Address	
<input type="text"/>	

MAILING INFORMATION

Address		
<input type="text"/>		
Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Foreign Province	Foreign Postal Code	Foreign Country Name/Abbreviation
<input type="text"/>	<input type="text"/>	<input type="text"/>

PART II: SCHEDULE OF TRANSACTIONS IN SUNRUN COMMON STOCK

- A. Purchases or acquisitions of Sunrun common stock (August 5, 2015 – January 31, 2016, inclusive), including purchases or acquisitions in or traceable to Sunrun’s IPO.

Trade Date(s) Month Day Year (List chronologically)	Number of Shares Purchased or Acquired	Total Purchase Price (Excluding commissions, taxes and fees)	Proof of Purchase/ Acquisition Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

IMPORTANT: (i) If any purchase listed covered a “short sale,” please mark Yes: ☐ Yes

(ii) If you received shares through an acquisition or merger, please identify the date, the share amount, and the company acquired:

_____/_____/_____
MM DD YYYY Merger Shares Company

- B. Sales of Sunrun common stock (August 5, 2015 – April 13, 2016, inclusive):

Trade Date Month Day Year	Number of Shares Sold	Total Sales Price (Excluding commissions, taxes and fees)	Proof of Sale Enclosed
1. _____	1. _____	1. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
2. _____	2. _____	2. _____	<input type="checkbox"/> Y <input type="checkbox"/> N
3. _____	3. _____	3. _____	<input type="checkbox"/> Y <input type="checkbox"/> N

- C. Number of shares of Sunrun common stock held at the close of trading on January 31, 2016: _____. Proof of Position Enclosed
☐ Yes ☐ No

- D. Number of shares of Sunrun common stock held at the close of trading on April 13, 2016: _____. Proof of Position Enclosed
☐ Yes ☐ No

YOU MUST READ AND SIGN THE RELEASE ON PAGE __. FAILURE TO SIGN THE RELEASE MAY RESULT IN A DELAY IN PROCESSING OR THE REJECTION OF YOUR CLAIM.

1 **IV. SUBMISSION TO JURISDICTION OF COURT AND**
2 **ACKNOWLEDGMENTS**

3 I (We) submit this Proof of Claim under the terms of the Stipulation described in the Notice. I
4 (We) also submit to the jurisdiction of the Superior Court of the State of California, County of San
5 Mateo, with respect to my (our) claim as a Class Member and for purposes of enforcing the release set
6 forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any
7 judgment that may be entered in the Action. I (We) agree to furnish additional information to the
8 Claims Administrator to support this claim if requested to do so. I (We) have not submitted any other
9 claim covering the same purchases, acquisitions or sales of Sunrun common stock during the relevant
10 period and know of no other person having done so on my (our) behalf.

11 **V. RELEASE**

12 1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully,
13 finally, and forever settle, release, and discharge from the Settled Claims each and all of the "Released
14 Parties," defined as Defendants and each and all of their Related Parties.

15 2. "Related Parties" means each of a Defendant's past, present or future direct or indirect
16 parents, subsidiaries, divisions, affiliates or joint ventures, as well as each of their respective present or
17 former directors, officers, employees, partners, members, principals, agents, underwriters, insurers, co-
18 insurers, reinsurers, controlling shareholders, attorneys, accountants, auditors, financial or investment
19 advisors or consultants, banks or investment bankers, personal or legal representatives, predecessors,
20 successors, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a
21 controlling interest, any member of an Individual Defendant's immediate family, any trust of which any
22 Individual Defendant is the settlor or which is for the benefit of any Defendant and/or member(s) of his
23 family, and the legal representatives, heirs, successors in interest or assigns of the Defendants.

24 3. "Settled Claims" means all claims, including "Unknown Claims" as defined below, that
25 both (a) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions,
26 facts, events, matters, occurrences, statements, representations, misrepresentations or omissions
27 involved, set forth, alleged or referred to in this Action, or which could have been alleged in this Action,
28 and (b) arise out of, are based upon, or relate to in any way the purchase, acquisition, or holding of

1 Sunrun common stock purchased or acquired during the Class Period pursuant to or traceable to the
2 Registration Statement and Prospectus issued in connection with Sunrun's IPO. "Settled Claims" also
3 includes any and all claims arising out of, relating to, or in connection with the Settlement or resolution
4 of the Action against the Released Parties (including Unknown Claims), except claims to enforce any of
5 the terms of the Stipulation.

6 4. "Unknown Claims" means any and all claims and potential claims against Defendants
7 which Plaintiffs or any Class Member or Subclass Member does not know or suspect to exist in his, her,
8 or its favor as of the Effective Date, and any claims against Plaintiffs which Defendants do not know or
9 suspect to exist in their favor, which if known by him, her, or it might have affected his, her, or its
10 decision(s) with respect to the Settlement. With respect to any and all Settled Claims and Settled
11 Defendants' Claims, the Parties stipulate and agree that by operation of the Final Judgment, upon the
12 Effective Date, the Plaintiffs and Defendants shall have expressly waived, and each Class Member and
13 Subclass Member shall be deemed to have waived, and by operation of the Final Judgment shall have
14 expressly waived, the provisions, rights and benefits of Cal. Civ. Code §1542, which provides:

15 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
16 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
17 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN**
BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR;

18 and any and all provisions, rights, and benefits conferred by any law of any state or territory of the
19 United States, or principle of common law, which is similar, comparable, or equivalent to Cal. Civ.
20 Code §1542. Plaintiffs, Class Members and Subclass Member may hereafter discover facts in addition
21 to or different from those which he, she, or it now knows or believes to be true with respect to the
22 subject matter of the Settled Claims, but Plaintiffs shall expressly fully, finally, and forever settle and
23 release, and each Class Member and Subclass Member, upon the Effective Date, shall be deemed to
24 have, and by operation of the Final Judgment shall have, fully, finally, and forever settled and released,
25 any and all Settled Claims, known or unknown, suspected or unsuspected, contingent or non-contingent,
26 whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of
27 law or equity now existing or coming into existence in the future, including, but not limited to, conduct
28 which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without

1 regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and
2 Defendants acknowledge, and Class Members and Subclass Members shall be deemed to have
3 acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Claims and Settled
4 Defendants' Claims was separately bargained for and was a key element of the Settlement.

5 5. I (We) hereby warrant and represent that I (we) have not assigned or transferred or
6 purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release
7 or any other part or portion thereof.

8 6. I (We) hereby warrant and represent that I (we) have included information about all of
9 my (our) transactions in Sunrun common stock which occurred during the relevant period as well as the
10 number of shares of Sunrun common stock held by me (us) at the close of trading on January 31, 2016
11 and April 13, 2016.

12 I (We) declare under penalty of perjury under the laws of the United States of America that all
13 of the foregoing information supplied on this Proof of Claim by the undersigned is true and correct.

14 Executed this _____ day of _____
15 (Month/Year)

16 in _____
17 (City) (State/Country)

18 _____
(Sign your name here)

19 _____
(Type or print your name here)

20 _____
21 (Capacity of person(s) signing,
22 e.g., Beneficial Purchaser or Acquirer,
Executor or Administrator)

23 **ACCURATE CLAIMS PROCESSING TAKES A**
24 **SIGNIFICANT AMOUNT OF TIME.**
THANK YOU FOR YOUR PATIENCE.

25 Reminder Checklist:

- 26 1. Please sign the above release and acknowledgment.
27 2. Remember to attach copies of supporting documentation.
28

3. **Do not send** originals of certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. **Do not use red pen or highlighter** on the Proof of Claim or supporting documentation.

THIS PROOF OF CLAIM MUST BE SUBMITTED ONLINE OR MAILED NO LATER THAN _____, 2018, ADDRESSED AS FOLLOWS:

Sunrun Shareholder Litigation Settlement
Claims Administrator
c/o Garden City Group, LLC
P.O. Box 10559
Dublin, OH 43017-4521
www.sunrunsecuritieslitigation.com

1 ROBBINS GELLER RUDMAN
& DOWD LLP
2 ELLEN GUSIKOFF STEWART (144892)
JAMES I. JACONETTE (179565)
3 RACHEL L. JENSEN (211456)
ASHLEY M. PRICE (281797)
4 655 West Broadway, Suite 1900
San Diego, CA 92101
5 Telephone: 619/231-1058
619/231-7423 (fax)

6 COTCHETT, PITRE & McCARTHY, LLP
7 MARK C. MOLUMPY (168009)
TAMARAH P. PREVOST (313422)
8 San Francisco Airport Office Center
840 Malcolm Road, Suite 200
9 Burlingame, CA 94010
Telephone: 650/697-6000
10 650/697-0577 (fax)

11 Co-Lead Class Counsel for Plaintiffs

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN MATEO

14 In re SUNRUN INC. SHAREHOLDER
15 LITIGATION

) Lead Case No. CIV538215

) CLASS ACTION

16 This Document Relates To:

) Assigned to: Hon. Marie S. Weiner

17 ALL ACTIONS.

) SUMMARY NOTICE OF PROPOSED
18 SETTLEMENT OF CLASS ACTION

19 EXHIBIT A-3

20 DEPT: 2

21 DATE ACTION FILED: 4/13/16

1 **TO: ALL PERSONS THAT PURCHASED OR OTHERWISE ACQUIRED SUNRUN INC.**
2 **(“SUNRUN” OR THE “COMPANY”) COMMON STOCK BEFORE FEBRUARY 1,**
3 **2016 PURSUANT OR TRACEABLE TO THE COMPANY’S REGISTRATION**
4 **STATEMENT AND PROSPECTUS ISSUED IN CONNECTION WITH SUNRUN’S**
5 **AUGUST 5, 2015 INITIAL PUBLIC OFFERING (“IPO”) (“CLASS” OR “CLASS**
6 **MEMBERS”)**

7 **THIS NOTICE WAS AUTHORIZED BY THE COURT. IT IS NOT A LAWYER**
8 **SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.**

9 YOU ARE HEREBY NOTIFIED that a hearing will be held on _____, 2018, at _____.m.,
10 before the Honorable Marie S. Weiner at the Superior Court of California, County of San Mateo,
11 Department 2, Courtroom 2E, 400 County Center, Redwood City, CA 94063, to determine whether: (1)
12 the proposed settlement (the “Settlement”) of the above-captioned action as set forth in the Stipulation
13 of Settlement (“Stipulation”)¹ for \$32,000,000 in cash should be approved by the Court as fair,
14 reasonable and adequate; (2) the Final Judgment as provided under the Stipulation should be entered;
15 (3) to award Plaintiffs’ Counsel attorneys’ fees and expenses out of the Settlement Fund (as defined in
16 the Notice of Proposed Settlement of Class Action (“Notice”), which is discussed below); (4) to pay
17 Plaintiffs for the time and expenses they incurred in representing the Class out of the Settlement Fund;
18 and (5) the Plan of Allocation should be approved by the Court as fair, reasonable and adequate.

19 This Action is a consolidated securities class action brought on behalf of those Persons who
20 purchased or acquired the common stock of Sunrun pursuant or traceable to the Registration Statement
21 and Prospectus for Sunrun’s IPO, against Sunrun, certain of its key executives, directors and
22 underwriters of Sunrun’s IPO, and Sunrun’s venture capital partners (collectively, “Defendants”) for,
23 among other things, allegedly misstating and omitting material facts from the Registration Statements
24 filed with the U.S. Securities and Exchange Commission in connection with the IPO. Plaintiffs allege
25 that these purportedly false and misleading statements inflated the price of the Company’s stock,
26 resulting in damage to Class Members when the truth was revealed. Defendants deny all of Plaintiffs’
27 allegations.

28 ¹ The Stipulation can be viewed and/or obtained at www.sunrunsecuritieslitigation.com.

1 IF YOU PURCHASED OR ACQUIRED SUNRUN COMMON STOCK BETWEEN AUGUST
2 5, 2015 THROUGH AND INCLUDING JANUARY 31, 2016, YOUR RIGHTS MAY BE AFFECTED
3 BY THE SETTLEMENT OF THIS ACTION.

4 To share in the distribution of the Settlement Fund, you must establish your rights by submitting
5 a Proof of Claim and Release form ("Proof of Claim") by mail (**postmarked no later than**
6 **_____, 2018**) or electronically (**no later than _____, 2018**). Your failure to submit your
7 Proof of Claim by _____, 2018, will subject your claim to rejection and preclude your receiving any of
8 the recovery in connection with the Settlement of this Action. If you are a member of the Class and do
9 not request exclusion therefrom, you will be bound by the Settlement and any judgment and release
10 entered in the Action, including, but not limited to, the Final Judgment, whether or not you submit a
11 Proof of Claim.

12 If you have not received a copy of the Notice, which more completely describes the Settlement
13 and your rights thereunder (including your right to object to the Settlement), and a Proof of Claim form,
14 you may obtain these documents, as well as a copy of the Stipulation (which, among other things,
15 contains definitions for the defined terms used in this Summary Notice) and other settlement
16 documents, online at www.sunrunsecuritieslitigation.com, or by writing to:

17 *Sunrun Shareholder Litigation Settlement*
18 c/o Garden City Group, LLC
19 P.O. Box 10559
Dublin, OH 43017-4521

20 Inquiries should NOT be directed to Defendants, the Court, or the Clerk of the Court.

21 Inquiries, other than requests for the Notice or for a Proof of Claim form, may be made to
22 Plaintiffs' Counsel:

1 ROBBINS GELLER RUDMAN & DOWD LLP

2 Ellen Gusikoff Stewart, Esq.
3 655 West Broadway, Suite 1900
4 San Diego, CA 92101
5 Telephone: 800/449-4900

6 COTCHETT, PITRE & McCARTHY, LLP

7 Mark C. Molumphy
8 840 Malcolm Road, Suite 200
9 Burlingame, CA 94010
10 Telephone: 650/697-6000

11 IF YOU DESIRE TO BE EXCLUDED FROM THE CLASS, YOU MUST SUBMIT A
12 REQUEST FOR EXCLUSION SUCH THAT IT IS **POSTMARKED BY** _____, **201**_, IN
13 THE MANNER AND FORM EXPLAINED IN THE NOTICE. ALL MEMBERS OF THE CLASS
14 WHO HAVE NOT REQUESTED EXCLUSION FROM THE CLASS WILL BE BOUND BY THE
15 SETTLEMENT EVEN IF THEY DO NOT SUBMIT A TIMELY PROOF OF CLAIM. IF YOU
16 PREVIOUSLY REQUESTED EXCLUSION FROM THE CLASS YOU DO NOT NEED TO DO SO
17 AGAIN.

18 IF YOU ARE A CLASS MEMBER, YOU HAVE THE RIGHT TO OBJECT TO THE
19 SETTLEMENT, THE PLAN OF ALLOCATION, THE REQUEST BY PLAINTIFFS' COUNSEL
20 FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES, AND/OR THE PAYMENT TO
21 PLAINTIFFS FOR THEIR TIME AND EXPENSES. ANY OBJECTIONS MUST BE FILED WITH
22 THE COURT AND SENT TO PLAINTIFFS' COUNSEL **BY** _____, **201**_, IN THE
23 MANNER AND FORM EXPLAINED IN THE NOTICE.

24 DATED: _____

25 HONORABLE MARIE S. WEINER
26 SUPERIOR COURT JUDGE FOR THE STATE
27 OF CALIFORNIA, COUNTY OF SAN MATEO
28