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FILED
ALAMEDA COUNTY

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CLERK OF THE SUPERIOR COURT
By [Signature]
Deputy

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
 14 **COUNTY OF ALAMEDA**

15 JUDITH GARCIA and JUANA
16 MERCADO,

17 Plaintiffs,

18 vs.

19 VIVINT SOLAR DEVELOPER, LLC, a
 Delaware limited liability company; and
 20 DOES 1-50, inclusive,

21 Defendants.

Case No. RG16838596

[PROPOSED] STIPULATED INJUNCTION

Judge Brad Seligman
Department 23

1 Plaintiffs Judith Garcia and Juana Mercado ("Plaintiffs") and Defendant Vivint Solar
2 Developer, LLC ("Vivint Solar"), have entered into a settlement agreement (the "Settlement
3 Agreement") that disposes of all claims in this action and provides for entry of this Stipulated
4 Injunction (the "Injunction").

5 NOW THEREFORE, IT IS HEREBY ORDERED:

6 For a period of at least four years from the entry of a Judgment incorporating this
7 Injunction, Vivint Solar shall:

- 8 1. Provide all of its current and future California sales representatives with
9 written and video training materials that direct that sales presentations must
10 be conducted in the language of the customer's Residential Solar Power
11 Purchase Agreement ("PPA"). Such materials shall be available within
12 sixty (60) days of entry of a Judgment that incorporates this Stipulated
13 Injunction.
- 14 2. Implement and maintain a foreign language screening process whereby
15 within sixty (60) days of entry of a Judgment that incorporates this
16 Stipulated Injunction, Vivint Solar will incorporate a question into its
17 standard new-customer 'Welcome Call' that asks the prospective customer
18 what language the sales representative predominantly used during the sales
19 presentation. Vivint Solar shall not install a rooftop solar system on the
20 home of any customer if the answer to this query is a language that is
21 different than the language of the signed PPA that Vivint Solar has
22 received for that customer.
- 23 3. Implement and maintain a protocol whereby any customer who prevails in
24 arbitration on a claim against Vivint Solar that arises from the fact that the
25 customer's PPA with Vivint Solar was not written in the language
26 principally used in the customer's oral sales presentation shall be entitled to
27 \$5,000 if they elect to remain a Vivint Solar customer and execute a new
28 PPA in the language used during the presentation (rather than pursuing


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some other statutory remedy).

- 4. Implement (on or before April 1, 2018) and maintain a Spanish language PPA.

Pursuant to Code of Civil Procedure § 664.6, the Court retains jurisdiction over the Parties with respect to all matters relating to the interpretation, administration, implementation, effectuation and enforcement of this Injunction.

DATED: 2/6/18



The Honorable Brad Seligman