

**COMMONWEALTH OF MASSACHUSETTS  
TRIAL COURT  
SUPERIOR COURT DEPARTMENT**

**SUFFOLK, SS.**

ALBERTO LARA,	)	
	)	
Plaintiff,	)	Civil Action No.:
	)	
v.	)	
	)	
SUNRUN, INC. and NATHAN ASHE,	)	
	)	
Defendants.	)	
	)	

**COMPLAINT WITH JURY DEMAND**

Plaintiff Alberto Lara brings this action to obtain relief from Defendants’ unlawful, unfair, and fraudulent practices with respect to the marketing, installation, and maintenance of solar panels at his residence, including Sunrun’s failure to provide him with an opportunity to review his purported contract and its important disclosures and both Defendants’ failure to provide operative solar panels.

**Parties**

1. Plaintiff Alberto Lara is a low-income, 70-year-old man who resides in Roslindale, Massachusetts. He is an immigrant from the Dominican Republic and he is not proficient in English.
2. Defendant Sunrun, Inc. (“Sunrun”) is a corporation organized under the laws of the State of Delaware that maintains its principal place of business at 225 Bush Street, Suite 1400, San Francisco, CA 94104.

3. Sunrun has, over the years, acquired and affiliated with several other solar companies, including Vivint Solar. Through this Complaint, “Sunrun” refers to all companies that have been acquired by Sunrun or otherwise operate under its control.
4. Defendant Nathan Ashe is a resident of 241 River St. Extension, Billerica, MA 01821.

### **Jurisdiction and Venue**

5. This court has subject-matter jurisdiction over this action pursuant to M.G.L. c. 212, § 3 because this is a civil action for money damages and Mr. Lara has a reasonable likelihood of recovering more than \$50,000 and is seeking declaratory and injunctive relief.
6. This court has personal jurisdiction over Defendants pursuant to M.G.L. c. 223A, § 3(a) because Defendants’ business practices in this Commonwealth gave rise to this action.
7. Venue is proper in this court because Mr. Lara resides in this judicial district.

### **FACTS**

#### **Background on the Solar Industry**

8. The solar industry is one of the fastest growing global industries, with a global valuation of \$154.47 billion in 2020, and the valuation is estimated to balloon to over \$1 trillion by 2028.
9. Though green energy is a noble goal, solar industry desire for quick growth and competition for increased market share has led to well-documented deceptive and harmful sales tactics and other consumer harms, including widespread forgery of signatures and failures to inform consumers of their rights to rescind their respective transactions.
10. Consumer complaints against solar companies have skyrocketed by over 800% in the last five years alone. Indeed, there were 5,331 complaints containing the words “solar panels” submitted on [reportfraud.ftc.gov](https://reportfraud.ftc.gov) between January 1 and September 19 of 2023.

11. Many of these complaints center on solar companies' preying on vulnerable populations and tricking them into purported agreements that are expensive, exploitative, and do not deliver on the promises made. In addition, according to complaints, companies have often not provided consumers with the actual terms of contracts, which frequently conflict with what the consumers have been told.
12. Moreover, as consumer and regulatory complaints show, the growth of the consumer solar industry has resulted in the exploitation of particularly vulnerable populations, including the elderly, those on fixed-incomes, and those who have low English proficiency.
13. State attorneys general across the country have taken action against solar sales and financing companies—warning them, investigating complaints against them, and/or filing lawsuits against them over their unfair and deceptive contractual or sales practices.
14. Private lawsuits challenging abuses in the industry have also been necessary to fill the large gaps in regulatory enforcement.
15. On August 7, 2024, the U.S. Consumer Financial Protection Bureau published a report and consumer advisory identifying significant consumer risks with the solar lending market, noting the targeting of older adults and those with limited English proficiency. Simultaneously, the U.S. Department of the Treasury and the Federal Trade Commission issued consumer advisories about abuses in the solar industry.

**Background on Sunrun, its Financing Scheme, and its use of DocuSign**

16. Sunrun is one of the largest consumer solar companies in the United States and as of February 13, 2024, Sunrun's market cap was valued at \$3.318 billion.
17. In 2022, about one in eight residential solar energy installations were done by Sunrun, making it the largest residential solar installer in the US.

18. In an investor presentation in 2024, Sunrun reported that it “is the #1 residential market leader,” including “15% market share across the entire residential solar market, and 55% market share of subscriptions.” Sunrun Investor Presentation (Aug. 2024) at 6, *available at* <https://investors.sunrun.com/investor-presentations>.
19. To its investors, Sunrun touts constant growth in its installations, assets, and cash generation.
20. To maintain this, Sunrun advertises its “[l]eading customer acquisition capabilities.” *Id.* at 13.
21. Indeed, upon information and belief, to maintain constant growth, Sunrun incentivizes its employees and sales agents to engage in high pressure and fraudulent sales tactics by paying them based on commission for each deal that they finalize.
22. Sunrun contracts with smaller door-to-door sellers and contractors to create a vast web of agents who deal directly with consumers on behalf of Sunrun.
23. Upon information and belief, Sunrun’s salespersons act as agents and at the direction of Sunrun. Sunrun retains the right to control the conduct of door-to-door sales agents, including by (1) requiring them to use specific software, applications, and technology when engaging in transactions with consumers on Sunrun’s behalf; (2) controlling the Sunrun products offered, the terms and conditions of the products offered, the method of presentation of the products offered, and the contractual documents that could be utilized; (3) controlling the agents’ marketing and sales tactics; (4) retaining the right to discipline for violations of policies and procedures set by Sunrun; and (5) retaining the right to terminate agents from the Sunrun program. Sunrun ratifies the conduct of its sales agents by, among other things, enforcing contracts its sales agents procure on its behalf.
24. In fact, Sunrun admits in its United States Security and Exchange Commission Form 10-K that its business model relies upon its sales agents:

We utilize a direct-to-home sales model as a primary sales channel and are vulnerable to changes in laws and regulations related to direct sales and marketing that could impose additional limitations on unsolicited residential sales calls and may impose additional restrictions such as adjustments to our marketing materials and direct-selling processes, and new training for personnel. If additional laws and regulations affecting direct sales and marketing are passed in the markets which we operate, it would take time to train our sales professionals to comply with such laws, and we may be exposed to fines or other penalties for violations of such laws. If we fail to compete effectively through our direct-selling efforts, our financial condition, results operations and growth prospects could be adversely affected.

25. This reliance on sales agents has resulted in the same deceptive sales tactics and other consumer harms that are pervasive in the solar industry as a whole.
26. For most of its transactions, Sunrun is a Third-Party Owner (“TPO”), which is a finance model in which Sunrun owns and maintains the solar panels it installs on consumers’ homes in exchange for payment for the electricity the panels generate.
27. Sunrun primarily offers Power Purchase Agreements (“PPAs”) and other consumer solar products, including purchases, leases, and loans for solar panels.
28. Under the PPA option, consumers allow Sunrun to install solar panels on the consumers’ homes. The consumer does not own the panels. Instead, the consumer agrees to pay Sunrun for the electricity that the panels generate. The consumer commits to paying a certain per kilowatt-hour (kWh) amount for the electricity that the panels generate and, often, a monthly fee as well.
29. Customers are committed to a long-term financial relationship with Sunrun of between 20 and 25 years. The monthly PPA rate and monthly fee increase incrementally over the course of the contract period, with the final monthly payments traditionally being approximately double the starting monthly payment.
30. Sunrun has the ability to file with the local Registry of Deeds a Uniform Commercial Code financing statement or other filing which shows it owns the solar system and can encumber

title to the homeowner's property.

31. The only way to terminate the PPA is for the consumer (or subsequent owner of the property) to buy the solar system outright five years into the contract or if they are planning to sell their home.
32. The PPA thus makes it harder for the homeowner to sell their property, as they either have to purchase the solar system from Sunrun prior to sale of their home or find a buyer willing to assume the PPA from the seller.
33. As part and parcel of any PPA, Sunrun makes money from the government tax credits it claims by owning the solar systems. Sunrun generates revenue by collecting government incentives, such as the federal Investment Tax Credit, upon installation of the panels.
34. Thus, Sunrun is disincentivized from determining whether or not the consumer has the ability to pay for the multi-thousand-dollar, decades-long contract. Instead, Sunrun's incentive structure is based upon signing up as many consumers as quickly as possible to get the tax credits from the government.
35. Sunrun solicits many of its customers by telephone or door-to-door sales, without paper copies of any contracts. Instead, Sunrun and its sales agents use the electronic signature platform Docusign.
36. Docusign is meant to be used to allow a signatory to affix an electronic signature to a contract and then retain a copy of the contract once it is signed. In order to electronically sign a document through Docusign, the signatory must provide their email address.

Docusign describes the process as follows:

To sign a document using Docusign eSignature, first you'll receive an email request from the person sending the document. While the process may vary based on which options the sender has selected, most likely you'll go through the following steps:

1. Click to review the document
2. Read the disclosure statement and click to agree to use electronic signature
3. Complete any required fields, like your address, your initials or the date
4. Adopt the signature style you want to use or draw your own signature
5. Click to apply your signature to the required places in the document(s)

Your electronically signed document is then emailed back to the sender. You'll also have the option to download a copy for your records or create a DocuSign account in which you can store and access your previously signed documents.

<https://www.docusign.com/blog/how-does-docusign-esignature-work>.

37. Thus, the authentication of the DocuSign electronic signature rests on an accurate email address being associated with the signatory. This ensures that the signatory is able to review the disclosure statement, is actually the individual who signed the agreement, and that the signatory is able to access the documents through their email, both at the time and after signing.
38. The consumer's ability to retain the document for later review requires that the consumer own computer hardware that allows the consumer to download the electronic record, or to access the documents online.
39. Like most states, Massachusetts laws require that, in many circumstances—especially when there is a higher risk of high-pressured sales tactics and harm such as in home solicitation sale—consumers be provided copies of their contracts at the time of signing and a cooling off period in which they can reconsider a transaction.
40. As a result, statutes like the Home Improvement Contractor Act (the “HICA”), M.G.L. c. 142A, § 1, *et seq.*; Home Solicitation Sales Act (the “HSSA”), M.G.L. c. 93, § 48, and Retail Installment Sales Act (the “RISA”), M.G.L. c. 255D, § 1, *et seq.*, contain specific provisions for the information that must be included in a contract, require that all contracts be signed by

both parties, require the vendor to provide a copy of the agreement to the consumer, and require that the vendor provide the consumer both a several day cancellation period and notice of their right to cancel the contract if they decide that they no longer wish to proceed.

41. Sunrun is subject to (a) HICA, (b) HSSA, and/or (c) RISA.

### **Complaints against Sunrun**

42. Consumers lodged over 250 complaints against Sunrun with the Massachusetts Attorney General's office between 2019 and 2024, including complaints of Sunrun's forgery of signatures, failure to provide contractual documents, and failure to provide appropriately functioning panels.

43. The complaints demonstrate that Sunrun routinely and as a matter of practice does not provide consumers with legally required disclosures, documents, and copies of contracts at the time of signing, as required by the HICA, HSSA, and RISA.

44. In addition, the complaints show that Sunrun frequently fails to make its panels operational and/or to maintain its panels properly.

45. In addition to there being a plethora of consumer complaints against Sunrun, Sunrun has also faced scrutiny from regulatory agencies.

46. On or about July 1, 2024, the Connecticut Attorney General filed a lawsuit against Sunrun on behalf of the State of Connecticut, alleging, *inter alia*, that Sunrun's sales agents had forged electronic signatures bearing consumers' names onto contracts and failed to provide consumers a copy of the contracts at the time they were supposedly executed; and that Sunrun caused unreasonable delays in delivering working panel systems and were non-responsive to solar panel malfunctions.

### **Facts Concerning Mr. Lara's Experience with Sunrun**

47. As detailed below, Mr. Lara's experience with Sunrun has been consistent with the problems identified in consumer complaints and by the Connecticut Attorney General's Office.

**a. No Disclosures and No Copy of the Purported Contract**

48. At some point in or before 2020, Sunrun began to target Mr. Lara with unsolicited telemarketing calls in both English and Spanish.

49. At some point in December 2020, Mr. Lara agreed to a phone appointment with a Sunrun representative. Upon information and belief, the Sunrun representative was Abdallah ElYacoubi.

50. On or around December 19, 2020, that telephonic meeting occurred.

51. Mr. Lara's sole understanding during his brief interaction with the Sunrun representative was that Sunrun's solar panels would result in significant savings in his electricity bills.

52. Based on his understanding from Sunrun's representatives' statements to him that its solar panels would result in significant savings in his electricity bills, Mr. Lara agreed to have Sunrun install solar panels on his home.

53. However, the first time Mr. Lara received a copy of a purported contract between him and Sunrun was in 2023, when he requested one from the company.

54. Despite having Mr. Lara's email address, Sunrun did not email Mr. Lara a contract or any other documents for him to review and sign via DocuSign during the December 19, 2020 telephone call.

55. Instead, unbeknownst to Mr. Lara, a Sunrun employee affixed a DocuSign electronic signature in Mr. Lara's name to a solar contract (the "Contract") that was in English.

56. The DocuSign "Certificate of Completion" for the contract states that Mr. Lara was an "In Person Signer" on December 19, 2020. *See Ex. A.*

57. The Certificate of Completion lists the same the same IP address—73.87.139.121—for both Mr. Lara and the signer for Sunrun, Abdallah ElYacoubi.
58. No Sunrun sales representative was ever in Mr. Lara’s home on December 19, 2020, as the Certificate of Completion claims.
59. According to the Certificate of Completion, the email associated with Mr. Lara on the contract is sunrun\_esign\_admin@sunrun.com. This email is in no way associated with Mr. Lara.
60. Mr. Lara did not receive an email from DocuSign with the Contract, either on December 19, 2020, or at any other time to his own email address.
61. The electronic signature appearing on the contract was not provided by Mr. Lara.
62. Because no Sunrun representative was physically present at Mr. Lara’s home, and because Mr. Lara has no access to or control over the email address “sunrun\_esign\_admin@sunrun.com,” he had no ability to access or electronically sign, review, or retain any document or disclosures that would have been sent to this email address. Because he was not provided the Contract in a form where could retain and review it both before and after signing, Mr. Lara was not aware of any of its material terms or his right to cancel the transaction.
63. Even if he had been provided the Contract in a form that he could review, the Contract was drafted by Sunrun in a manner that is complex, confusing, and hard to understand, even for a fluent English speaker.
64. Moreover, the Contract was in English and not in Spanish. Mr. Lara has limited proficiency in English reading comprehension.
65. Mr. Lara did not adopt the Contract, as he was not aware of its material terms.

66. The Contract contained the following material terms, which Mr. Lara was unaware of:
- a. a 25-year PPA term with Sunrun;
  - b. required monthly payments, beginning with \$119 per month in year one and then escalating by a 2.9% increase each year after that for the entire term;
  - c. a cost to Mr. Lara of \$0.164 per kWh of electricity generated in year one, with that rate also escalating by 2.9% each year thereafter; and
  - d. at the end of the 25-year term, a requirement to renew the contract in order to continue using the panels, well after the panels had no value.
67. While Mr. Lara agreed to have solar panels installed, the Contract—with its 25 year term with escalating payments and rates, among other terms—was radically different from what Sunrun’s sales representatives told him.
68. Mr. Lara was not given an opportunity to retain and review the Contract at the time of signing and he did agree to any of its terms or otherwise form a contract with Sunrun.
69. The day following the signing, unbeknownst to Mr. Lara, Sunrun apparently emailed a copy of the Contract to Mr. Lara’s stepson.
70. Mr. Lara was unaware that Sunrun was going to, or that it in fact did, send the Contract to his stepson.
71. Mr. Lara’s stepson was unaware that Sunrun would be emailing him the Contract and did not forward it to Mr. Lara.
72. As a result, Mr. Lara also did not have any opportunity to review the Contract after the signing.
73. Nonetheless, over the course of years, Sunrun charged Mr. Lara monthly and Mr. Lara paid Sunrun over \$11,000.

**b. Defendants' Installation of Defective/Non-Functioning Panels**

74. Defendant Nathan Ashe ("Mr. Ashe") is an electrician who requested the electrical permit from the City of Boston for the installation of a solar panel system on Mr. Lara's property.
75. On or about February 10, 2021, Sunrun's employees and/or agents, including, upon information and belief, Mr. Ashe, installed and wired solar panels on Mr. Lara's roof.
76. When Sunrun's agents or employees, including Mr. Ashe, installed and wired the solar panels on Mr. Lara's roof, they failed to install a meter to measure solar power energy generation.
77. Approximately toward the end of summer or beginning of fall 2021, a Sunrun representative finally installed a meter on Mr. Lara's property. However, the Sunrun meter logged no solar activity and instead displayed a blank screen—indicating that the panels were not working. The panels' malfunctioning persisted for months.
78. Records of Eversource, the household's electricity provider, indicate that the solar panels were not functioning at any point during the first two years of the PPA period.
79. Even Sunrun's records, which are contradicted by the electricity provider, demonstrate that Sunrun's services fell far below its guarantees.
80. Mr. Lara communicated with Sunrun and its representatives numerous times to complain about the ineffectiveness of its panels on his property.
81. On multiple occasions, during in-person maintenance checks on the property, Sunrun's technicians conceded to Mr. Lara that the panels were not functional and that he should be refunded.
82. Despite repeated notification of the panels not working, Sunrun failed to make effective efforts to repair the panels. Sunrun continued to charge Mr. Lara monthly payments, even when by Sunrun's own records there was zero production from the panels.

83. Mr. Lara made monthly payments from July 2021 to February 2023 despite the panels not working. Mr. Lara paid approximately to Sunrun \$11,000 during this time.
84. Because Sunrun's panels consistently failed to work as promised, and because it was unmanageable and unjust for Mr. Lara to continue paying for the monthly solar panel fees in addition to his non-solar electric bills, which remained as costly as they were prior to the installation of the panels, Mr. Lara began withholding payments to Sunrun around February 2023.
85. The Contract contained various guarantees that the system would generate specific amounts of energy during the term of the parties' relationship; a "savings estimate" claiming to "offset approx[imately] 79% of your current, estimated electricity usage"; a commitment on Sunrun's part to "warrant, insure, maintain, and repair" Mr. Lara's solar system; and a guarantee that "Sunrun will issue you a refund if the Solar System does not generate the Guaranteed Output." A Change Order later revised the 79% figure to 62%.
86. The system did not generate the promised amounts of energy and Sunrun did not issue a refund.

**c. Sunrun's Collection Attempts**

87. Even though Sunrun did not have a valid contract with Mr. Lara, it nonetheless engaged in collection activities against him.
88. For example, by letter dated July 5, 2023, Sunrun sent Mr. Lara a "DEACTIVATION NOTICE" that advised Mr. Lara that his account was "171 days past-due" and that he "owe[d] Sunrun \$690.85 in electricity payments, plus a make-whole amount of \$23,136.00."

89. Sunrun threatened Mr. Lara that someone would enter his property and deactivate his system if he did not make a payment by July 19, 2023, and advised him to contact Sunrun's Collection Department.

90. This threat was false; Sunrun did not enter his property.

91. Further, Mr. Lara did not owe Sunrun these purported amounts.

**d. Sunrun's Refusal to Correct or Resolve the Issues Prior to Litigation**

92. On October 31, 2023, Mr. Lara's attorneys sent a notice of cancellation of the Contract to Sunrun on his behalf. As the notice explained, Mr. Lara was invoking his right to cancellation at that point because he had not previously been provided notification of his rights to cancel within a timeframe in which he could invoke it.

93. On November 13, 2023, and June 13, 2024, Mr. Lara through counsel sent demands for relief to Sunrun via certified mail, return receipt requested, which reasonably described unfair and deceptive acts and practices complained of and injuries suffered.

94. Sunrun received Mr. Lara's demands and, while it provided a written response to each letter, it failed to make a reasonable written tender of settlement to Mr. Lara within 30 days, nor did it honor Mr. Lara's cancellation of the contract, to the extent that any contract exists.

95. Sunrun's failure to provide a reasonable tender of settlement was in bad faith because Sunrun had knowledge or reason to know that its conduct violated M.G.L. c. 93A, § 2.

**CAUSES OF ACTION**

**COUNT ONE**

**Claim For Declaratory Relief (M.G.L. c. 231A)  
(Against Sunrun Only)**

96. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.

97. There is an actual controversy between the Parties.

98. Mr. Lara's purported contract is void ab initio and invalid because Mr. Lara did not sign the contract, did not have the opportunity to review the terms of or receive a copy of the contract and required disclosures at the time of signing and thus there was no meeting of the minds or entry of any agreement regarding terms.
99. Further, Mr. Lara's purported contract is void ab initio as the result of fraud in the making, deceit, and/or unconscionability.
100. Accordingly, Mr. Lara is entitled to a declaration that the purported contract is void ab initio, unenforceable, invalid, and has no legal effect such that he has no obligation under it and is entitled to a refund of all payments made.

**COUNT TWO**  
**Fraud**  
**(Against Sunrun Only)**

101. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
102. Sunrun, in seeking Mr. Lara to enter into a PPA, had a duty to disclose the true facts surrounding the transaction.
103. Sunrun's salesperson made false statements and misrepresentations concerning the true terms of the contract and cost savings in order to induce Mr. Lara to agree to have solar panels installed.
104. Sunrun also intentionally failed to disclose certain facts that were known only to it and Mr. Lara could not have discovered.
105. Sunrun prevented Mr. Lara from discovering certain facts, such as the terms of the hidden contract and his statutory right to rescind, by never sending it to him. Sunrun also made partial statements and half-truths in a situation which required it to make complete and full disclosure of all material facts.
106. Sunrun's misrepresentations and omissions were knowing and/or intentional.
107. Sunrun's misrepresentations and omissions were material and important.

108. Sunrun also intended to deceive Mr. Lara, knowing that he would rely upon its misrepresentations and omissions.
109. Mr. Lara reasonably relied upon Sunrun's misrepresentations.
110. As a proximate result of Sunrun's fraud and deceit and the concealment of the true facts herein alleged, Mr. Lara has been damaged.
111. Had Sunrun disclosed the hidden information, Mr. Lara would have acted differently, as he would have known the true terms of the PPA.
112. As a result of the misrepresentations and concealment, Mr. Lara has been harmed.
113. But for Defendants' misrepresentations and omissions, Mr. Lara would not have entered, or paid on, a contract that he never saw, never signed, and never agreed to.
114. As a direct and proximate result of Sunrun's fraud, Mr. Lara has suffered harm and incurred expenses, including continued monthly solar payments, damage to his roof, and emotional damages.

**COUNT THREE**  
**Unconscionability**  
**(Against Sunrun only)**

115. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
116. The Sunrun Contract was unconscionable and is thus unenforceable.
117. Specifically, as set forth above, the Contract was procedurally unconscionable, including but not limited to the fact that the parties had extremely unequal bargaining power in that Sunrun is a large, well-funded, national corporation and Mr. Lara is an unsophisticated, older, Spanish-speaking adult with limited ability to comprehend its terms; the Contract was adhesive and drafted by Sunrun; Sunrun made misrepresentations and material omissions in attempting to induce Mr. Lara into the Contract; the Contract was presented in English, when Mr. Lara is not proficient in English and could not read and understand its terms; the

Contract was drafted in such a way that it would be difficult for a fluent English speaker to understand; the signing was conducted virtually, with no ability to sit, review, or understand the terms of the Contract; and the Contract was not provided to Mr. Lara at any point either before, during, or after the signing with sufficient time to review and understand its terms.

118. Further, as set forth above, the Contract is substantively unconscionable and contains unfair, one-sided terms, including but not limited to the fact that it contains two parallel fee structures, both with escalation clauses; it traps Mr. Lara into 25 years of costly payments; it is designed to increase a rate of return for Sunrun and provide them with substantial tax incentives while costing Mr. Lara substantial sums without providing savings or providing him with a long-term investment; it contains a one-sided arbitration clause and class action waiver and limitations of liability for Mr. Lara, but not for Sunrun; and it provides substantial remedies to Sunrun in the event of Mr. Lara's default, with highly limited remedies to Mr. Lara in the event of Sunrun's default.

119. As a result, the Contract is unconscionable and the entire Contract and/or any unconscionable terms should be declared void.

#### **COUNT FOUR**

#### **Violations of the Massachusetts Home Improvement Contractor Statute ("HICA"), M.G.L. c. 142A, § 17, and the Massachusetts Consumer Protection Law, M.G.L. c. 93A (Against Sunrun only)**

120. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.

121. At all times relevant to this complaint, Defendant was a contractor within the meaning of M.G.L. c. 142A § 1.

122. Defendant is and was registered as a Home Improvement Contractor pursuant to the Home Improvement Contractor Act (HICA).

123. The purported contract falls within HICA because it is a contract to perform residential contracting services in amounts in excess of \$1,000. M.G.L. c. 142A, § 2(a).

124. Section 2 of the Home Improvement Contractor Statute requires that “[a]t the time of signing, the owner shall be furnished with a copy of the contract signed by both the contractor and the owner.” M.G.L. c. 142A, § 2(10).
125. Sunrun failed to comply with the provisions of HICA, including by failing to provide Mr. Lara with the purported contract signed by both parties “[a]t the time of signing.”
126. M.G.L. c. 142A, § 17(17) proscribes any acts by contractors or subcontractors violating “any other provision of this chapter . . . . Violations of any of the provisions of this chapter shall constitute an unfair or deceptive act under the provisions of [M.G.L. c. 93A].” *Id.*
127. Pursuant to M.G.L. c. 142A, § 17(17), Sunrun’s violations of M.G.L. c. 142A § 2(10) are *per se* unfair and deceptive acts under M.G.L. c. 93A.
128. They were also knowing and willful in nature.
129. As a direct and proximate result of Sunrun’s unfair and deceptive acts, Mr. Lara has suffered harm and incurred expenses, including continued monthly solar payments, damage to his roof, and emotional damages.

**COUNT FIVE**

**Violations of the Massachusetts Home Solicitation Sales Act (“HSSA”), M.G.L. c. 93 § 48,  
and the Massachusetts Consumer Protection Law, M.G.L. c. 93A  
(Against Sunrun only)**

130. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
131. Mr. Lara’s purported Contract provided for the sale or lease of goods and/or rendering of services, for personal, family or household purposes in excess of twenty-five dollars, and were consummated at a place other than the address of the seller or lessor. Thus, the transaction is subject to the Home Solicitation Sales Act (HSSA). M.G.L. c. 93 § 48(A).
132. Part B of the HSSA states: “The failure to include a required or an agreed term or to deliver a copy of the agreement signed by the seller or lessor shall give the buyer the right to

cancel said agreement until the omitted term is provided or the copy of the agreement delivered.” M.G.L. c. 93, § 48(B).

133. As detailed above, Sunrun violated the HSSA, including by failing to provide the contract and the cancelation notice in the manner required.
134. M.G.L. c. 93, § 4(F) states that “[a] violation of this section shall constitute a violation of chapter ninety-three A.”
135. Pursuant to M.G.L. c. 93, § 4(F), Sunrun’s violations of M.G.L. c. 93, § 4(B) are *per se* unfair and deceptive acts under M.G.L. c. 93A.
136. They were also knowing and willful in nature.
137. As a direct and proximate result of Sunrun’s unfair and deceptive acts, Mr. Lara has suffered harm and incurred expenses, including continued monthly solar payments, damage to his roof, and emotional damages.

#### **COUNT SIX**

#### **Violations of the Massachusetts Retail Installment Sales Act (“RISA”), M.G.L. c. 255D § 1 et seq. and the Massachusetts Consumer Protection Law, M.G.L. c. 93A (Against Sunrun only)**

138. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
139. The purported agreement at issue is subject to the Massachusetts Retail Installment Sales Act (RISA). M.G.L. c. 255D, § 1.
140. RISA requires, *inter alia*, that the contract contain specific provisions and disclosures, including that the consumer is entitled to a copy of the contract at the time of signing, that the contract must be signed, that a notice of right to cancel must be provided to the consumer, and that the entire contract be delivered to the consumer. M.G.L. c. 255D, § 9.
141. Sunrun violated the requirements of RISA including by failing to obtain Mr. Lara’s signature, failing to provide the required disclosures, and failing to provide a copy of the contract to Mr. Lara.

142. RISA provides: “An agreement made by any person subject to this chapter which violates the provisions of this chapter may be declared void by the supreme judicial or superior court upon a civil action brought by the buyer.” M.G.L. 255D, § 29(C).
143. RISA further bars Sunrun recovery of any collection charge, finance charge, or delinquency charge on the agreement. M.G.L. c. 255D, § 29(A).
144. Pursuant to M.G.L. c. 225D, § 6, Sunrun’s violations of RISA are *per se* unfair and deceptive acts under M.G.L. c. 93A.
145. As a direct and proximate result of Sunrun’s violations of RISA, Mr. Lara suffered harm and incurred expenses, including continued monthly solar payments, damage to his roof, and emotional damages.

**COUNT SEVEN**

**Violations of the Massachusetts Consumer Protection Law, M.G.L. c. 93A and Attorney  
General Debt Collection Regulations  
(Against Sunrun only)**

146. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
147. Sunrun is a creditor engaged in collection on debts alleged to be owing to it, as defined by 940 CMR 7.03.
148. Mr. Lara is a debtor as defined by 940 CMR 7.03.
149. Sunrun has engaged in unfair or deceptive acts or practices in debt collection including but not limited to by:
- a. Knowingly making false or misleading representations as to the character, extent or amount of the debt, 940 CMR. 7.07(2);
  - b. Collecting amounts that are not authorized by any agreement, 940 CMR. 7.07(16); and
  - c. Threatening to take non-judicial action to effect disablement of property when it has no present intention to do so, 940 CMR. 7.07(18).

150. Sunrun's acts were also knowing and willful in nature.
151. Violations of 940 CMR. 7.01, et seq., are *per se* unfair and deceptive acts under M.G.L. c. 93A.
152. As a direct and proximate result of Sunrun's unfair and deceptive acts, Mr. Lara has harm and incurred expenses, including continued monthly solar payments, damage to his roof, and emotional damages.

**COUNT EIGHT**  
**Violations of the Massachusetts Consumer Protection Law, M.G.L. c. 93A**  
**(As to Sunrun Only)**

153. Plaintiff repeats and realleges all preceding allegations as if fully set forth herein.
154. Mr. Lara was a buyer or prospective buyer within the meaning of 940 CMR 3.00, *et seq.*
155. Sunrun is a retail seller of electricity within meaning of 940 CMR 19.03 and 19.06 because it is a business, person or entity selling, offering to sell, arranging for the sale of, or engaged to market electricity or related products or services to consumers.
156. In addition to the *per se* violations of the Massachusetts Consumer Protection Law identified above, Sunrun acted unfairly and/or deceptively in its conduct with Mr. Lara, including but not limited to by:
- a. misrepresenting the cost savings of entering into a power purchase agreement to Mr. Lara, in violation of 940 CMR 3.04 and 3.05(1);
  - b. failing to maintain Mr. Lara's solar panels, in violation of 940 CMR 3.04 and 3.05(1);
  - c. misrepresenting to Mr. Lara that his system was operative when it was not in fact true, in violation of 940 CMR 3.08(e);
  - d. conducting the transaction with Mr. Lara in English, when it knew or should have known that he was Spanish speaking and had limited ability to comprehend

English, with the intent to defraud him, in violation of 940 CMR 19.06 and the FTC Act, *see* Complaint ¶¶ 178-180, *FTC v. Vision Online, Inc.* (M.D. Fl. June 5, 2023), *available at* [https://www.ftc.gov/system/files/ftc\\_gov/pdf/complaint\\_-\\_unsealed\\_copy.pdf](https://www.ftc.gov/system/files/ftc_gov/pdf/complaint_-_unsealed_copy.pdf); and

- e. otherwise engaging in unfair and deceptive acts and practices as described above, including aggressively marketing itself to Mr. Lara with promises of cost savings it knew or should have known were false; concealing the terms of the purported agreement from Mr. Lara; misrepresenting the terms of the purported agreement to Mr. Lara; providing Mr. Lara with inoperative panels and failing to properly maintain said panels; refusing to honor Mr. Lara's cancellation and/or rescission of the Contract; and engaging in debt collection attempts notwithstanding both the lack of an agreed-to contract and Sunrun's failures to provide Mr. Lara meaningfully operative solar panels.
157. Sunrun's violations of Attorney General regulations were per se unfair and deceptive within meaning of Chapter 93A.
158. In addition, Sunrun's actions were deceptive within the meaning of Chapter 93A.
159. In addition, Sunrun's actions were unfair within meaning of Chapter 93A, in that they were immoral, unethical, oppressive, or unscrupulous and had a capacity to mislead.
160. All of Sunrun's violations of M.G.L. c. 93A were knowing and willful in nature.
161. As a direct and proximate result of Sunrun's unfair and deceptive acts with respect to misrepresentations of cost saving, Mr. Lara has suffered harm and incurred expenses, including continued monthly solar payments on panels that did not work, damage to his roof, and emotional damages.

**COUNT NINE**  
**Breach of Implied and/or Express Warranty**  
**(Pled in the Alternative)**  
**(As to Both Defendants)**

162. Mr. Lara repeats and realleges all preceding allegations as if fully set forth herein.
163. On or about February 10, 2021, Sunrun’s employees and/or agents, including, upon information and belief Defendant Ashe, installed and wired solar panels on Mr. Lara’s roof.
164. An implied warranty that the goods were merchantable arose by operation of law.
165. In addition, Sunrun’s Contract binds it to “warrant, insure, maintain, and repair” Mr. Lara’s solar system.
166. As detailed above, the solar system did not work for nearly two years and was not fit for its ordinary purpose, in violation of both the implied and express warranties.
167. In addition, Mr. Lara repeatedly informed Sunrun and its representatives that the system was inoperable—including within a reasonable time after the system was installed—and Defendants failed to fix and make operable the system.
168. As a result of Defendants’ breach of warranty, Mr. Lara has suffered harm and incurred expenses, including continued monthly solar payments on panels that did not work, damage to his roof, and emotional damages.

**COUNT TEN**  
**Breach of Contract**  
**(Pled in the Alternative)**  
**(Against Sunrun only)**

169. Mr. Lara repeats and realleges all preceding allegations as if fully set forth herein.
170. To the extent that there is *arguendo* an enforceable agreement between the parties, Sunrun breached that contract with Mr. Lara by failing to provide a solar system that properly generated the contractually guaranteed electrical production.

171. The Contract states that, “Sunrun guarantees that the Solar System will generate 90% of the Estimated Output during the Initial Term of this agreement.”
172. In addition, the Contract guaranteed that Mr. Lara’s solar panels would “offset approx[imately] 79% of [Mr. Lara’s] current, estimated electricity usage.” Sunrun subsequently revised the offset figure down to 62% in its Change Order.
173. Sunrun’s solar panels never even remotely realized either guarantee.
174. In failing to provide either the guaranteed production output or offset, Sunrun breached its contract with Mr. Lara.
175. Sunrun also breached its contract with Mr. Lara by failing to provide the repair services it promised.
176. Sunrun’s Contract binds it to “warrant, insure, maintain, and repair” Mr. Lara’s solar system. The warranty provisions promise to, “at [Sunrun’s] expense, repair or replace any material or Work covered under this agreement,” including equipment that fails. Contract, Part C(1)(b). It further promises that “Sunrun will use commercially reasonable efforts to fix any issue covered by the warranty as soon as possible after it becomes aware of such issue.” Contract, Part C(3).
177. After installing panels on Mr. Lara’s home, Sunrun failed to make its promised repair services accessible, and even when it did make purported repairs, these repairs did not actually make the system fully functional, as alleged above.
178. By failing to provide adequate, contractually promised repair services, Sunrun breached its contract with Mr. Lara.
179. Finally, Sunrun breached its contract with Mr. Lara by failing to issue contractually promised refunds.

180. The Contract purports that “Sunrun will issue you a refund if the Solar System does not generate the Guaranteed Output,” i.e., the “90% of the Estimate Output during the Initial Term of this agreement.” Contract, Part D(2). The Contract notes that “[o]n the 24 month anniversary of the In-Service Date . . . Sunrun will calculate the ‘Actual Output’ of the Solar System . . . if the Actual Output is less than the Guaranteed Output for that Guarantee Date set forth . . . Sunrun will issue you a refund.” Contract, Part D(2). The actual output of Mr. Lara’s panels was far less than one-third of the guaranteed output for the two-year period.
181. Mr. Lara never received a refund. As a result, Sunrun breached its contract with Mr. Lara.
182. Sunrun’s breaches harmed Mr. Lara by forcing him to pay for underperforming (and at times entirely non-performing) solar panels. As a result of Sunrun’s breaches, its poorly performing panels never realized the savings promised to Mr. Lara—forcing him to pay higher electric utility bills than he would otherwise have paid with a functional system.

### **REQUEST FOR A JURY TRIAL**

Plaintiff requests trial by jury on all claims so triable.

### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays that this Honorable Court enter judgment:

- (a) Declaring the Contract void and invalid;
- (b) In the alternative, *arguendo*, if in fact there was a contract, declaring that its terms were as verbally described to the Plaintiff, and it was breached;
- (c) Awarding Plaintiff actual, statutory, treble, and/or punitive damages in an amount to be determined by the Court;

- (d) Ordering Sunrun to refund all finance charges, delinquency charges, and collection expenses to Mr. Lara;
- (e) Ordering injunctive relief to be determined by the Court, including removal of Mr. Lara's solar panel system and any related rooftop repairs that might therefore be required;
- (f) Awarding interest, costs, and reasonable attorney's fees; and
- (g) Awarding such further relief as shall be just and proper.

Dated: December 10, 2024

Respectfully submitted.  
ALBERTO LARA  
By his attorneys,

/s/ Alexa Rosenbloom  
Alexa Rosenbloom, BBO #679108  
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122 Boylston St.  
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/s/ Shennan Kavanagh  
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Boston, MA 02110  
(617) 542-8010  
skavanagh@nclc.org

# **EXHIBIT A**

## Certificate Of Completion

Envelope Id: 70976602EFF844BC93A9A8C37CF3CBF3	Status: Completed
Subject: Customer Agreement REPLACE_FOR [[RecipientName]] (PK3CLLLKRRK-H)	
Source Envelope:	
Document Pages: 36	Signatures: 5
Certificate Pages: 5	Initials: 9
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sunrun eSignAdmin
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	717 17th St
	FL 5
	Denver, CO 80202
	sunrun_esign_admin@sunrun.com
	IP Address: 136.147.46.8

## Record Tracking

Status: Original	Holder: Sunrun eSignAdmin	Location: DocuSign
12/19/2020 9:26:45 AM	sunrun_esign_admin@sunrun.com	

## Signer Events

Logan Fletcher  
logan.fletcher@sunrun.com

Security Level:  
.Email  
ID: a0cca570-8823-4c49-a4a0-e5e8902a5024  
12/20/2020 12:15:16 PM

## Signature

DocuSigned by:  
  
E1EC9D8476B4470...

Signature Adoption: Pre-selected Style  
Using IP Address: 154.27.127.200

## Timestamp

Sent: 12/19/2020 9:31:27 AM  
Resent: 12/20/2020 12:15:13 PM  
Viewed: 12/20/2020 12:15:23 PM  
Signed: 12/20/2020 12:15:29 PM

### Electronic Record and Signature Disclosure:

Accepted: 2/12/2020 11:04:41 AM  
ID: 7ba8342d-7621-4fcd-90b1-627c894af681

## In Person Signer Events

In Person Signing Host:  
Sunrun eSignAdmin  
sunrun\_esign\_admin@sunrun.com

In Person Signer:  
Alberto Lara

Security Level:  
.Email  
ID: cbc5614e-6ecc-4a10-9a1e-3dd093e3e393  
12/19/2020 9:26:51 AM

## Signature

DocuSigned by:  
  
0D7CCB17033F432...

Signature Adoption: Pre-selected Style  
Using IP Address: 73.87.139.121

## Timestamp

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Viewed: 12/19/2020 9:27:12 AM  
Signed: 12/19/2020 9:30:57 AM

### Electronic Record and Signature Disclosure:

Accepted: 12/19/2020 9:27:12 AM  
ID: 3afaf4f4-3155-45bf-8642-b0b7fc16c7b7

In Person Signing Host:  
Abdallah ElYacoubi  
abdallah.elyacoubi@sunrun.com

In Person Signer:  
Abdallah ElYacoubi

Security Level:  
.Email  
ID: 7eadc85e-fc14-4322-ab5a-b7b0942160a3  
12/19/2020 9:31:06 AM

DocuSigned by:  
  
854CE92D577A4EE...

Signature Adoption: Pre-selected Style  
Using IP Address: 73.87.139.121

Sent: 12/19/2020 9:31:00 AM  
Viewed: 12/19/2020 9:31:18 AM  
Signed: 12/19/2020 9:31:24 AM

### Electronic Record and Signature Disclosure:

Accepted: 12/19/2020 9:31:18 AM  
ID: cbd3fdb8-bc11-425c-8fe0-ac11d985e191

## Editor Delivery Events

### Status

### Timestamp

## Agent Delivery Events

### Status

### Timestamp

<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	12/19/2020 9:26:50 AM
Certified Delivered	Security Checked	12/20/2020 12:15:23 PM
Signing Complete	Security Checked	12/20/2020 12:15:29 PM
Completed	Security Checked	12/20/2020 12:15:29 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customercare@sunrun.com](mailto:customercare@sunrun.com)

You may also contact us in writing at 45 Fremont Street, 32nd Floor, San Francisco, CA 94105 or by phone at 1-855-478-6786.

**To advise Sunrun Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customercare@sunrun.com](mailto:customercare@sunrun.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

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- ii. contact us by (a) sending us an email to [customercare@sunrun.com](mailto:customercare@sunrun.com), (b) writing to us at Sunrun Inc., 45 Fremont Street, 32nd Floor, San Francisco, CA 94105, or (c) calling us at 1-855-478-6786, and in connection with your request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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This agreement and the consumer disclosure statement executed by the customer in conjunction with and simultaneously with its review and acceptance of the terms set forth herein constitute the entire agreement between the parties with respect to the subject matter hereof and supersede any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they relate in any way to the subject matter hereof.