

FILED

FEB 03 2022

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

1 KEMNITZER, BARRON & KRIEG, LLP
MARK A. CHAVEZ Bar No. 090858
2 KRISTIN KEMNITZER Bar No. 278946
42 Miller Ave., 3rd Floor
3 Mill Valley, CA 94941
Telephone: (415) 632-1900
4 Facsimile: (415) 632-1901
mark@kbklegal.com
5 kristin@kbklegal.com

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FRESNO COUNTY SUPERIOR COURT
By: A. Ramos, Deputy

6 HOUSING AND ECONOMIC RIGHTS ADVOCATES
7 ZOE KEMMERLING Bar No. 336419
P.O. Box 29435
8 Oakland, CA 94604-9435
Telephone: (510) 271-8443
9 Facsimile: (510) 868-4521
zkemmerling@heraca.org

10 Attorneys for PLAINTIFF JOE JUAREZ
11

12
13 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 IN AND FOR THE COUNTY OF FRESNO

15 JOE JUAREZ,

Case No. 21CECG02651

16 Plaintiff,

~~PROPOSED~~ STIPULATED
INJUNCTION

17 vs.

Unlimited Civil Case

18 SOLGEN CONSTRUCTION LLC;
19 GOODLEAP, LLC.; and DOES 1
through 20, inclusive,

Assigned for all purposes to
Hon. Kimberly Gaab - Dept. 503

20 Defendants.
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27 Plaintiff JOE JUAREZ (“JUAREZ”) and Defendant SOLGEN CONSTRUCTION LLC
28 (“SOLGEN”) (collectively, the “parties”) hereby enter into this Stipulated Injunction and request

1 that the Court enter an order approving the stipulation.

2 **PLAINTIFF'S CONTENTIONS**

3 A. On or around February 26, 2021, a SOLGEN representative showed up
4 unannounced at Plaintiff's home. The SOLGEN representative represented, through a handout
5 provided to Plaintiff oral statements and an identification badge, that he was affiliated with and
6 acting on behalf of PG&E.

7 B. The representative was not affiliated with or acting on behalf of PG&E. He was a
8 SOLGEN representative selling door-to-door solar panels and loans through GOODLEAP LLC
9 (formerly LoanPal) ("GOODLEAP") to finance the purchase of the solar panels.

10 C. The SOLGEN representative claimed that he was seeking applicants for a program
11 offering free solar from the government and reduced electric bills to homeowners who qualified
12 for the program.

13 D. The SOLGEN representative was not registered at the time of his visit nor ever as a
14 home improvement salesperson with the Contractors State License Board ("CSLB") as required
15 by California law.

16 E. Plaintiff did not sign any documents while the SOLGEN representative was at his
17 house. Plaintiff did not sign any documents from SOLGEN or GOODLEAP, either physically or
18 electronically, at any time. Plaintiff never agreed to enter into any contract or agreement with
19 SOLGEN or GOODLEAP.

20 F. Sometime after February 26, 2021, individuals returned to Plaintiff's home and
21 installed solar panels on the roof of Plaintiff's home.

22 G. On May 3, 2021, Plaintiff filed a complaint about the fraud that occurred here with
23 the Fresno County District Attorney.

24 H. On July 14, 2021, and July 26, 2021, Plaintiff lawfully and timely cancelled any
25 alleged contracts. SOLGEN refused to acknowledge the lawful rescission and declined to take any
26 corrective action.

27 I. On September 3, 2021, Plaintiff filed a complaint against SOLGEN and
28 GOODLEAP for Fraudulent Misrepresentation; Fraudulent Concealment; Negligence; Violations

1 of the Consumers Legal Remedies Act, Civil Code §1750, *et seq.*; violations of the Rosenthal Fair
2 Debt Collection Practices Act, Civil Code §1788, *et seq.*; violation of the Elder Abuse and
3 Dependent Adult Civil Protection Act, Welfare & Institutions Code §15600, *et seq.*; violation of
4 the Elder Abuse and Dependent Adult Civil Protection Act, Welfare & Institutions Code §15600,
5 *et seq.*; violation of Business and Professions Code §7150 *et seq.*; and violation of Business and
6 Professions Code §17200, *et seq.*

7 J. The parties thereafter agreed to settle the case, the terms of which settlement
8 include an injunction to be entered by this Court against SOLGEN.

9 K. The parties desire this Court to enter the injunction set forth below.

10 L. Based on the above Recitals, the parties agree and stipulate as follows:

11 **STIPULATED INJUNCTION**

12 1. The parties request that the Court enter an injunction.

13 2. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
14 directors, shareholders, owners, members, employees, distributors, independent contractors,
15 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
16 promoting solar panels on SOLGEN's behalf are enjoined from advertising that customers can
17 receive free solar at no cost to the consumer;

18 3. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
19 directors, shareholders, owners, members, employees, distributors, independent contractors,
20 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
21 promoting solar panels on SOLGEN's behalf are enjoined from advertising that they are affiliated
22 with any government program;

23 4. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
24 directors, shareholders, owners, members, employees, distributors, independent contractors,
25 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
26 promoting solar panels on SOLGEN's behalf are enjoined from advertising that customers will
27 never have to pay an electricity bill again after a solar system is installed;

28 5. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,

1 directors, shareholders, owners, members, employees, distributors, independent contractors,
2 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
3 promoting solar panels on SOLGEN's behalf are enjoined from advertising that they are affiliated
4 with California public utilities including, but not limited to, PG&E and So. Cal. Edison;

5 6. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
6 directors, shareholders, owners, members, employees, distributors, independent contractors,
7 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
8 promoting solar panels on SOLGEN's behalf are enjoined from entering into contracts outside of
9 appropriate trade premises that do not comply with Civil Code §1689.7;

10 7. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
11 directors, shareholders, owners, members, employees, distributors, independent contractors,
12 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
13 promoting solar panels on SOLGEN's behalf are enjoined from entering into solar panel contracts
14 with California customers unless their salespersons are licensed with the Contractors State License
15 Board ("CSLB") as required by California law. Specifically, Solgen and its agents are enjoined
16 from failing to comply with Business and Professions Code §7153(a) which specifies that "It is a
17 misdemeanor for any person to engage in the occupation of salesperson for one or more home
18 improvement contractors within this state without having, at the time of the sales transaction, a
19 current and valid home improvement salesperson registration issued by the registrar" and "It is a
20 misdemeanor for any person to engage in the occupation of salesperson of home improvement
21 goods or services within this state without having, at the time of the sales transaction, a current
22 and valid home improvement salesperson registration issued by the registrar."

23 8. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
24 directors, shareholders, owners, members, employees, distributors, independent contractors,
25 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
26 promoting solar panels on SOLGEN's behalf are enjoined from failing to comply with Business
27 and Professions Code §7159, which requires that "A home improvement contract and any changes
28 to the contract shall be in writing and signed by the parties to the contract prior to the

1 commencement of work covered by the contract or an applicable change order and, except as
2 provided in paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of
3 the following: (1) The name, business address, and license number of the contractor. (2) If
4 applicable, the name and registration number of the home improvement salesperson that solicited
5 or negotiated the contract.”

6 9. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers,
7 directors, shareholders, owners, members, employees, distributors, independent contractors,
8 advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or
9 promoting solar panels on SOLGEN’s behalf are enjoined from failing to comply with Business
10 and Professions Code §7161, which considers the following proscribed acts misdemeanors:

- 11 a. Using false, misleading, or deceptive advertising as an inducement to enter into
12 any contract for a work of improvement, including, but not limited to, any
13 home improvement contract, whereby any member of the public may be misled
14 or injured;
- 15 b. Making any substantial misrepresentation in the procurement of a contract for a
16 home improvement or other work of improvement or making any false promise
17 of a character likely to influence, persuade, or induce any person to enter into
18 the contract; and
- 19 c. Any fraud in the execution of, or in the material alteration of, any contract, trust
20 deed, mortgage, promissory note, or other document incident to a home
21 improvement transaction or other transaction involving a work of improvement.

22 10. Solgen will review each contractor and terminate any contractor not able to meet these
23 terms within fifteen (15) business days of the entry of this injunction.

24 **IT IS SO STIPULATED.**

25 Dated: January 25, 2022

KEMNITZER, BARRON & KRIEG, LLP

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27 By:


KRISTIN KEMNITZER
Attorneys for Plaintiff JOE JUAREZ

1 Dated: January 25, 2022

API Law PLLC

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By: Blair Jackson
BLAIR R. JACKSON
Attorneys for Defendant SOLGEN
CONSTRUCTION LLC

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1 **PROPOSED ORDER**

2 Pursuant to the stipulation of the parties, and good cause appearing, IT IS HEREBY
3 ORDERED that:

- 4 1. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
5 officers, directors, shareholders, owners, members, employees, distributors,
6 independent contractors, advisors, agents, representatives, insurers and attorneys
7 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
8 are enjoined from advertising that customers can receive free solar at no cost to the
9 consumer;
- 10 2. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
11 officers, directors, shareholders, owners, members, employees, distributors,
12 independent contractors, advisors, agents, representatives, insurers and attorneys
13 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
14 are enjoined from advertising that they are affiliated with any government program;
- 15 3. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
16 officers, directors, shareholders, owners, members, employees, distributors,
17 independent contractors, advisors, agents, representatives, insurers and attorneys
18 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
19 are enjoined from advertising that customers will never have to pay an electricity
20 bill again after a solar system is installed;
- 21 4. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
22 officers, directors, shareholders, owners, members, employees, distributors,
23 independent contractors, advisors, agents, representatives, insurers and attorneys
24 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
25 are enjoined from advertising that they are affiliated with California public utilities
26 including, but not limited to, PG&E and So. Cal. Edison;
- 27 5. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
28 officers, directors, shareholders, owners, members, employees, distributors,

1 independent contractors, advisors, agents, representatives, insurers and attorneys
2 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
3 are enjoined from entering into contracts outside of appropriate trade premises that
4 do not comply with Civil Code §1689.7;

5 6. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
6 officers, directors, shareholders, owners, members, employees, distributors,
7 independent contractors, advisors, agents, representatives, insurers and attorneys
8 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
9 are enjoined from entering into solar panel contracts with California customers
10 unless their salespersons are licensed with the Contractors State License Board
11 ("CSLB") as required by California law. Specifically, Solgen and its agents are
12 enjoined from failing to comply with Business and Professions Code §7153(a)
13 which specifies that "It is a misdemeanor for any person to engage in the
14 occupation of salesperson for one or more home improvement contractors within
15 this state without having, at the time of the sales transaction, a current and valid
16 home improvement salesperson registration issued by the registrar" and "It is a
17 misdemeanor for any person to engage in the occupation of salesperson of home
18 improvement goods or services within this state without having, at the time of the
19 sales transaction, a current and valid home improvement salesperson registration
20 issued by the registrar."

21 7. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees,
22 officers, directors, shareholders, owners, members, employees, distributors,
23 independent contractors, advisors, agents, representatives, insurers and attorneys
24 and/or anyone selling, advertising, or promoting solar panels on SOLGEN's behalf
25 are enjoined from failing to comply with Business and Professions Code §7159,
26 which requires that "A home improvement contract and any changes to the contract
27 shall be in writing and signed by the parties to the contract prior to the
28 commencement of work covered by the contract or an applicable change order and,

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except as provided in paragraph (8) of subdivision (a) of Section 7159.5, shall include or comply with all of the following: (1) The name, business address, and license number of the contractor. (2) If applicable, the name and registration number of the home improvement salesperson that solicited or negotiated the contract.”

8. SOLGEN and its parents, subsidiaries, affiliates, divisions, partners, licensees, officers, directors, shareholders, owners, members, employees, distributors, independent contractors, advisors, agents, representatives, insurers and attorneys and/or anyone selling, advertising, or promoting solar panels on SOLGEN’s behalf are enjoined from failing to comply with Business and Professions Code §7161, which considers the following proscribed acts misdemeanors:

- a. Using false, misleading, or deceptive advertising as an inducement to enter into any contract for a work of improvement, including, but not limited to, any home improvement contract, whereby any member of the public may be misled or injured;
- b. Making any substantial misrepresentation in the procurement of a contract for a home improvement or other work of improvement or making any false promise of a character likely to influence, persuade, or induce any person to enter into the contract; and
- c. Any fraud in the execution of, or in the material alteration of, any contract, trust deed, mortgage, promissory note, or other document incident to a home improvement transaction or other transaction involving a work of improvement.

9. Solgen will review each contractor and terminate any contractor not able to meet these terms within fifteen (15) business days of the entry of this injunction.

Dated: *February 3*
~~January~~ __, 2022



JUDGE OF THE SUPERIOR COURT
HON. KIMBERLY GAAB

