

330 West Broadway  
San Diego, CA 92101  
(619) 531-4040  
SanDiegoDA.com



RACHEL SOLOV  
ASSISTANT DISTRICT ATTORNEY

OFFICE OF THE SAN DIEGO COUNTY  
**DISTRICT ATTORNEY**

**SUMMER STEPHAN**  
District Attorney

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**For Immediate Release**

**Contact:** [Steve Walker](tel:6198437977) (619) 843-7977  
[Tanya Sierra](tel:6195313315) (619) 531-3315  
**En Español** [Barbara Medina](tel:6195313305) (619) 531-3305

## Vivint Solar to Pay \$4.3 Million Consumer Settlement for Misleading Customers

San Diego County District Attorney [Summer Stephan](#), along with four other California prosecutors' offices, has secured a \$4.3 million settlement with Vivint Solar, Inc. and its related entities to resolve consumer protection violations involving the company's solar power purchase agreements (PPAs). The settlement stems from allegations tied to residential solar installation and energy contracts that Vivint Solar entered into with California consumers between August 2016 and October 2020.

The complaint, filed in Riverside County Superior Court, alleges that in advertising and promoting its solar energy systems and the terms of the PPAs, Vivint Solar misrepresented the agreements or failed to make adequate disclosures to avoid misleading consumers.

“When companies use misleading and aggressive tactics to ensnare customers, as in the case of this solar company, they are engaging in unfair competition and other consumer protection violations and will be held responsible under the law,” DA Stephan said. “Many of these companies commit the same violations across the state and being able to leverage our office's statewide consumer protection partnerships allows us to do more to protect San Diegans. One of the most beneficial aspects of this case is the availability of \$3 million for consumers to request reimbursement of losses they suffered. I am grateful to our Consumer Protection Team for holding businesses accountable and obtaining justice for consumers.”

Examples of Vivint Solar's alleged violations include:

- Misrepresenting the relationship between Vivint Solar and the local utility company, including wearing clothing branded with a Southern California utility company.
- Misrepresenting energy or cost savings by telling consumers their bills would be lowered, when in many cases they climbed higher.
- Misrepresenting consumers' ability to cancel the contract or agreement in question.

In the final judgment, Vivint Solar is prohibited from engaging in unfair, illegal or fraudulent business practices related to its solar energy systems, including:

- Making any false statement about the company’s relationship with a local utility, energy savings a customer might expect to receive, or a customer’s ability to cancel the contract.
- Requesting, ordering, or otherwise obtaining a consumer credit report in connection with a consumer’s application for a loan or credit without first obtaining the consumer’s written consent.
- Creating accounts related to the purchase, installation, servicing, or lease of any Solar Energy System without first obtaining the consumer’s written consent.
- Failing to provide translations of written contracts related to the purchase, installation, servicing, or lease of any Solar Energy System in the language in which the contract was negotiated before the execution of such contract; and
- Enforcing a liquidated damages provision in its agreements or contracts, including but not limited to a Vivint Solar PPA, that does not comply with the provisions of Civil Code section 1671 and California case law interpreting that statute.

Under the terms of the judgment, which was entered without admission of liability, Vivint Solar will pay a total of \$1.3 million in civil penalties and investigative costs. It will also establish a restitution fund of \$3 million to cover valid requests for restitution from a California consumer regarding solar energy systems sold by Vivint Solar or the terms of any Vivint Solar PPA that fall between August 3, 2016, and October 8, 2020. On October 8, 2020, Vivint Solar became a wholly owned subsidiary of Sunrun, Inc. (“Sunrun”). Sunrun is not a party to this law enforcement action.

Notification to California consumers of the provisions of the Stipulated Judgment, including time limitations on making a claim and methods to submit a claim for restitution, will be provided by Vivint Solar and available on the consumer-facing website of Vivint Solar, Inc. and Sunrun. Vivint’s other entities included in the settlement are Vivint Solar Holdings, Inc. and Vivint Solar Developer, LLC (“Vivint Solar”).

The case was jointly prosecuted by the District Attorneys of San Diego, Riverside, Alameda, Fresno and San Francisco. The prosecutors noted that Vivint Solar and Sunrun and its counsel have worked cooperatively with the public agencies to resolve the matter.

Deputy District Attorney Colleen Huschke prosecuted this case for the District Attorney’s Office.

*About the San Diego County District Attorney’s Office*

*The San Diego County DA’s Office prosecutes all felony crimes in the county and misdemeanor crimes committed outside the City of San Diego. The office files about 40,000 criminal cases a year and balances prosecution with numerous crime prevention programs. District Attorney Summer Stephan leads the office of more than 1,000 dedicated employees who pursue fair and equal justice, and support victims daily across San Diego County.*