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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

18 **COUNTY OF LOS ANGELES**

19  
20 ZENIA OCANA, et al.,

21 Plaintiffs,

22 v.

23 RENEW FINANCIAL HOLDINGS, INC.,  
et al.,

24 Defendants.

Case No. BC701809

Related Case No. BC701810

Honorable William Highberger

**DECLARATION OF MICHAEL M.  
MADDIGAN IN SUPPORT OF MOTION  
FOR PRELIMINARY APPROVAL OF  
CLASS ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and  
Motion for Preliminary Approval of Class  
Action Settlement; Declaration of Stephanie  
Carroll; and [Proposed] Order Granting  
Preliminary Approval of Class Action  
Settlement]*

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AND RELATED ACTION.



1                   **Publicly Available Information About Number Of PACE Liens**

2           5.       The California State Treasurer’s website posts publicly available information  
3 showing “PACE Loss Reserve Program Enrollment Activity” during the time period at issue in  
4 these actions. Based on my review of this publicly available information, I estimate that  
5 approximately 32,000 PACE liens were originated in Los Angeles County by Renovate and  
6 Renew under the names “LA Hero” and “CaliforniaFirst (LA).” See  
7 <https://www.treasurer.ca.gov/caeatfa/pace/activity>.

8                   **Experience Of Bet Tzedek And Hogan Lovells**

9           6.       The accompanying declaration of Stephanie Carroll sets forth the experience of  
10 Public Counsel in general, and Ms. Carroll in particular in representing injured consumers in  
11 individual and class action litigation. Like Public Counsel, Bet Tzedek is a leading community  
12 organization providing public interest legal services to low income people. Between 2015 and  
13 2019, in the years leading up to and including the filing of this action in 2018, Bet Tzedek  
14 participated in litigating numerous class actions. Based on information provided to me by Bet  
15 Tzedek, those cases included (among others), in addition to these actions:

- 16                   • *Carrillo v. Schneider Logistics, et al.* (a wage and hour class action in which a  
17 class settlement was approved by the Court in 2015);
- 18                   • *Cantor v. Hollywood Car Wash*, (a wage and hour class action in which the Court  
19 approved a class action settlement in 2015);
- 20                   • *Ayala v. California Cartage, Inc.*, (a wage and hour class action settled on a class  
21 basis in 2018);
- 22                   • *Vu v. Hovannisian*, (a UCL class action that the Court preliminarily approved in  
23 2019); and
- 24                   • *Kaputsos v. Kreation Organic, Inc., et al* (a wage and hour class action settled on a  
25 class basis in 2019);

26           7.       I am a partner in the law firm of Hogan Lovells US LLP and am the managing  
27 partner of the firm’s Los Angeles office. Prior to joining Hogan Lovells in 2014, I was an  
28 attorney at O’Melveny & Myers for approximately 20 years, including approximately 13 as a

1 partner. Hogan Lovells is a global law firm with 44 offices in 22 countries and approximately  
2 2600 lawyers around the world. Hogan Lovells was ranked sixth globally in the 2022 Thompson  
3 Reuters Global Elite Law Firm Brand Index. Our firm's class action practice also has been  
4 recognized with numerous accolades, including, among others, recognition as Law 360's 2017  
5 Class Action Group of the Year. I have been a practicing lawyer in California for more than 30  
6 years and, throughout much of that time, a significant part of my practice has consisted of  
7 defending clients in class action litigation. To cite a few examples, I (i) have participated  
8 significantly in and led teams involved in five multi-district litigation actions, (ii) have defended  
9 clients in numerous class actions alleging improper conduct under California's Unfair  
10 Competition Law and other California statutes, and (iii) have led teams that won cases  
11 establishing new California precedent in the context of consumer class action cases. *See e.g.*  
12 *Roberts v. United Healthcare Servs, Inc.*, 2 Cal. App. 5th 1332 (2016).

13 8. Plaintiffs' counsel, including lawyers at Public Counsel, Bet Tzedek, and Hogan  
14 Lovells worked effectively and cooperatively together to litigate this challenging case over a  
15 period of several years. I believe the settlement reached by the parties achieves an excellent  
16 result for class members.

17  
18 I declare under penalty of perjury of the laws of the State of California and the United  
19 States of America that the foregoing is true and correct.

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21 Executed on this 18th day of December, 2023, at Los Angeles, California.

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23 

24 \_\_\_\_\_  
Michael M. Maddigan

# *EXHIBIT A*

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into by and between each named Plaintiff (each on behalf of himself or herself and each of the Class Members who have not validly and timely requested exclusion from the Class pursuant to Paragraph 14 of this Agreement) (collectively “Plaintiffs”), and Defendants County of Los Angeles (“the County”), Renew Financial Holdings, Inc., a Delaware Corporation, and Renew Financial Corp. II, a Pennsylvania Corporation (the Defendant Renew entities are referred to collectively as “Renew”) (the County and Renew together are referred to collectively as “Defendants”). In this Agreement, Plaintiffs and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, on August 7, 2020, named Plaintiffs Zenia Ocana, Juan Ocana Lau, Violeta Senac, and Maria Alvarez, filed a Second Amended Class Action Complaint against Renew and the County alleging causes of action for (1) Financial Elder Abuse (against Renew), (2) Financial Elder Abuse (against County), (3) Breach of Contract, (4) Declaratory Relief Re Unlawful Contract (California Civil Code § 1670.5), (5) Declaratory Relief Re Unlawful Contract (California Civil Code § 1668); (6) Violation of Business & Prof. Code § 17200; (7) Cancellation of Taxes; and (8) Declaratory Relief; in Los Angeles Superior Court Case No. BC 701809 (“*Ocana*”);

**WHEREAS**, on August 7, 2020, Plaintiffs Reginald Nemore, Violeta Senac, Aurelia Millender, and Allen Bowen filed a Second Amended Class Action Complaint against Defendants Renovate America, Inc. (“Renovate”) and County alleging causes of action for (1) Financial Elder Abuse (against Renovate), (2) Financial Elder Abuse (against County), (3) Breach of Contract, (4) Declaratory Relief Re Unlawful Contract (California Civil Code § 1670.5), (5) Declaratory Relief Re Unlawful Contract (California Civil Code § 1668); (6)

Violation of Business & Prof. Code § 17200; (7) Cancellation of Taxes; (8) Declaratory Relief; (9) Refund (against County), in Los Angeles Superior Court Case No. BC 701810 (“*Nemore*”);

**WHEREAS**, at paragraph 148 of their Second Amended Complaint, Plaintiffs in *Ocana* assert the following class:

The “PACE Class” consists of all homeowners who purportedly entered into a Renew Financial Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment contract has been recorded as a lien against the homeowner’s real property.

**WHEREAS**, at paragraph 145 of their Second Amended Complaint, Plaintiffs in *Nemore* assert the following class:

The “PACE Class” consists of all homeowners who purportedly entered into a Renovate America Hero Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment contract has been recorded as a lien against the homeowner’s real property.

**WHEREAS**, Plaintiffs have been represented by Bet Tzedek, Public Counsel, and the law firm of Hogan Lovells US LLP (collectively referred to as “Class Counsel”);

**WHEREAS**, the Parties wish to fully and finally settle the Litigation;

**WHEREAS**, Plaintiffs, through Class Counsel, have investigated the allegations asserted in the Litigation and have closely analyzed the merits of the alleged claims and the alleged damages suffered by the members of the putative class. Class Counsel have considered the facts, law, and potential defenses regarding the claims alleged against Defendants. Class Counsel’s investigation has been adequate, and this Settlement is fully informed.

**WHEREAS**, after investigation, discovery, and litigation, the Parties have agreed to settle the Litigation. The Parties conducted extensive discussions and arm’s length negotiations with each other and participated in a settlement conference with Mr. Anthony Piazza.

**NOW, THEREFORE, IT IS STIPULATED AND AGREED, BY AND AMONG THE PARTIES, AND SUBJECT TO THE APPROVAL OF THE COURT**, that (i) in consideration of the benefits to the Parties from the Settlement, the adequacy of which is acknowledged by the Parties, and (ii) subject to the other conditions set forth in this Agreement, the Released Claims against the Released Parties will be finally and fully compromised, settled, and released.

### **DEFINITIONS**

In addition to the definitions set forth elsewhere in this Agreement, the following terms used in this Agreement will have the meanings specified below.

a. “Ocana Class” means all homeowners who purportedly entered into a Renew Financial Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment contract has been recorded as a lien against the homeowner’s real property.

b. “Nemore Class” means all homeowners who purportedly entered into a Renovate America Hero Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment contract has been recorded as a lien against the homeowner’s real property.

c. “Class Counsel” means Bet Tzedek, Public Counsel, and the law firm of Hogan Lovells US LLP, and (as applicable) each of their shareholders, members, partners, associates, paralegals, and employees, and their successors and assigns.

d. “Class Members” means persons who meet the definition of the Ocana Class and/or the Nemore Class who are mailed the Notice referenced herein, and who do not properly exclude themselves from the Class under Paragraph 14 below.

e. “Class Representative” means Plaintiffs Zenia Ocana, Juan Ocana Lau, Violeta Senac, and Maria Alvarez in *Ocana* and Plaintiffs Reginald Nemore, Violeta Senac, Aurelia Millender, and Allen Bowen in *Nemore*, and each of their successors and assigns.

f. The “Ocana Complaint” refers to the Second Amended Class Action Complaint in Los Angeles Superior Court Case No. BC 701809.

g. The “Nemore Complaint” refers to the Second Amended Class Action Complaint in Los Angeles Superior Court Case No. BC 701810.

h. “Effective Date” means the first day following the date all of the following events have occurred:

- i. entry of the Preliminary Approval Order;
- ii. the deadline for exercising an option to terminate, as set forth in Paragraph 25, has expired, without any such option having been exercised;
- iii. approval by the Court of the Settlement following class notice and a hearing and entry of Judgment; and

iv. Final Approval.

i. “Final Approval” occurs when any form of further appeal or review of the Judgment has occurred or when, if no further appeal or review of the Judgment is sought, the time for any further appeal or review has expired. If there are no objections filed by a Class Member, Final Approval will be the date the Court grants final approval of the Settlement.

j. “Final Approval Hearing” means the final hearing held by the Court to approve this Settlement.

k. “Judgment” means the order and final judgment, in the form attached here as Exhibit C, which provides, among other terms, for approval of the Settlement, unless the Parties agree in writing to another form of the order and final judgment.

l. “Litigation” means the *Ocana* and *Nemore* actions, collectively.

m. “PACE” refers to the Property Assessed Clean Energy Program enacted by Los Angeles County in 2012.

n. “Notice” means the “Notice of Proposed Settlement of Class Action and Final Approval Hearing” substantially in the form attached as Exhibit A.

o. “Person” means any individual, corporation, partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, estate, trust, trustee, unincorporated association, entity, government and any political subdivision, or any other type of business or legal entity, any legal representative, and their spouses, heirs, predecessors, successors, representatives, agents, members, managers, or assignees.

p. “Preliminary Approval Order” means the Order Preliminarily Approving Settlement and Providing for Notice that the Class Representatives and Defendants will seek from the Court, substantially in the form attached as Exhibit B.

q. “Related Parties” means a party’s current, former, and future spouses, heirs, beneficiaries, executors, administrators, successors, predecessors, parent organizations, subsidiaries, affiliates, partners, joint venturers, officers, directors, shareholders, elected officials, counsel, employees, members, managers, trustees, agents, representatives, attorneys, insurers, and assigns.

r. “Released Claims” means any and all claims, causes of action, suits, set-offs, costs, complaints, disputes, damages, promises, omissions, duties, agreements, rights, and any and all demands, obligations and liabilities, of whatever kind or character, direct or indirect, whether known or unknown, at law or in equity, by right of action or otherwise, arising out of, based upon, or related in any way to the facts, allegations, or claims that were or could have been pleaded against Renew or the County in the *Ocana* or *Nemore* actions. For the avoidance of doubt, nothing in this agreement or in this settlement releases or in any way affects the claims asserted against Renovate in the Nemore Complaint.

s. “Released Parties” means the County and Renew and each of their respective Related Parties.

t. “Renew Financial Assessment Contract” means an agreement between a property owner and the County of Los Angeles to finance the installation of home improvements pursuant to the Los Angeles County PACE Program that was administered under a contract between Renewable Funding LLC and the County of Los Angeles.

u. “Renovate America Assessment Contract” means an agreement between a property owner and the County of Los Angeles to finance the installation of home improvements pursuant to the Los Angeles County PACE Program that was administered under a contract between Renovate America, Inc. and the County of Los Angeles.

v. “Settlement” means the settlement terms set forth in the Agreement.

w. “Settlement Administrator” means the firm that the Parties agree upon and request be appointed by the Court to disseminate notice of the pendency of the Litigation and the proposed Settlement to the Class and to otherwise administer the Settlement as set forth in this Agreement following entry of the Preliminary Approval Order and Final Approval by the Court.

x. “Defendants’ Counsel” means, for the County of Los Angeles, Reed Smith LLP and, for Renew, Buckley LLP and their respective partners, associates, paralegals, and employees, and its successors and assigns.

### **AGREEMENT AND RELEASE**

1. **Defendants’ Denials Of Wrongdoing And Liability.** Each Defendant denies each and every claim and contention alleged or otherwise made or pursued against it by Plaintiffs in *Ocana* and *Nemore*. Defendants deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts, or omissions that were alleged, or that could have been alleged, in *Ocana* and *Nemore*. Defendants are entering into this Settlement because they have concluded that further litigation would be protracted and expensive, and that this Settlement is desirable solely for the purpose of avoiding the burden, expense, risk, and uncertainty of continuing the proceedings.

2. **Benefits Of The Settlement To The Class.** Class Representatives and Class Counsel believe that the Settlement provides fair, reasonable, and adequate recovery for the Class based on the claims asserted, the uncertainty of obtaining class certification, the evidence developed, and what might be proven by Class Representatives and the Class in the Litigation. Class Representatives and Class Counsel further recognize and acknowledge the expense and time of prosecuting the Litigation through trial and appeal. Class Representatives and Class Counsel also have considered the uncertain outcome and the risk of any litigation, including the risk that the Class might not be certified or might obtain no relief, especially in a complex action such as this one, as well as the difficulties and delays inherent in any complex litigation.

3. **Entry Of Judgment.** If this Settlement is approved by the Court at or after the Final Approval Hearing, Class Counsel and Defendants' Counsel will request that the Court enter the Judgment substantially in the form attached here as Exhibit C.

4. **Common Fund.** Defendants will pay Plaintiffs \$12 million to establish a common fund on behalf of Plaintiffs and the Class Members. Defendants have agreed among themselves, that the County shall pay \$9 million and Renew shall pay \$3 million with neither having the right to seek reimbursement, indemnification, or otherwise seek recovery from the other (including any parents, subsidiaries, affiliates, employees, officers, and attorneys) for the amount each contributed to the common fund. Within 35 days of the Preliminary Approval Order, Renew shall pay its portion of the common fund, \$3 million, to an interest bearing escrow account established by the Settlement Administrator. Before the Effective Date, Renew's \$3 million contribution may not be used for any purpose and the principal and interest in the escrow account (the amount deposited plus interest) shall be returned to Renew within five business days of any of the following events: (1) the Court determines not to enter a Final Approval Order, unless otherwise agreed in writing by the Parties; (2) a Final Approval Order entered by the Court is set aside by an appellate court, unless otherwise agreed in writing by the Parties; or (3) the Settlement does not occur for any other reason, including a failure by the County to fund its portion of the common fund. In no event will Renew's liability under this Settlement Agreement exceed \$3 million. Subject to Final Approval of this Settlement Agreement, Renew's liability will be discharged upon depositing its portion of the common fund, \$3 million, in the escrow account established by the Settlement Administrator. Subject to Final Approval of this Settlement Agreement, the County and Renew release each other (including any parents,

subsidiaries, affiliates, employees, officers, and attorneys) from any and all claims arising out of any Released Claims asserted by any member of the Nemore Class or the Ocana Class who failed to timely exclude himself or herself pursuant to Paragraph 14.

5. **Distribution of Common Fund**. Class Counsel will distribute the common fund to Plaintiffs and Class Members as a result of a claims process. Class Counsel will have discretion about the distribution of funds to Class Members and Class Representatives. Although the precise amount available to be distributed will not be finally ascertained until after attorney's fees and settlement costs are paid, the general criteria upon which Class Counsel will base the distribution are:

**Level One (All Class Members)**: \$500,000 of the Settlement Fund shall be distributed on an equal pro-rata basis to every Class Member who submits a claim. For example, if 1,000 Class Members submit a claim, then each Class Member will receive \$500 from this "Level One" portion of the distribution. Similarly, if 10,000 Class Members submit a claim, then each Class Member will receive \$50 from this Level One portion of the distribution.

In addition, certain Class Members shall be eligible for additional compensation according to the criteria described in the Level Two, Level Three, and Level Four sections below. Those additional amounts will be paid based on the amounts remaining in the \$12 million Settlement Fund after subtracting the \$500,000 Level One distribution, the costs of settlement administration, and any attorneys' fees and costs the Court may award.

**Level Two:** Titleholders who had a debt-to-income ratio, after consideration of the PACE assessment, of greater than 50% at the time the PACE assessment was entered, or who meet the residual income test, as described in paragraph 152 of the Second Amended *Ocana* Complaint.

**Level Three (Claimants must meet Level Two criteria) (Claimants receive 1x-2x**

**Level Two):**Titleholders who were 65 years old or older at the time of their PACE assessment; or Titleholder(s) with limited English proficiency who only received documents in English.

**Level Four (Claimants must meet at least one Level Two criteria) (Claimants receive**

**2x-3x Level Two):** Titleholders who had a debt-to-income ratio, after consideration of the PACE assessment, of greater than 100% at the time the PACE assessment was entered.

For granted claims under Levels Two, Three, and Four, the Settlement Administrator will make payment on behalf of the Class Member directly towards the Class Member's existing PACE assessment in accordance with the terms and conditions of the Renew Financial Assessment Contract and/or the Renovate America Assessment Contract, up to the amount of any existing PACE assessment, before remitting the remainder of any settlement amount for that class member directly to that class member. Further, except for Class Representative Incentive Awards under Paragraph 6, any distribution of the common fund to Class Members and Class Representatives pursuant to this paragraph will be offset by any prior recovery by said Class Member and/or Class Representative

from Renovate, Renew, or the County (or from any other source) related to PACE assessment claims.

6. **Class Representative Incentive Awards.** Each Class Representative shall receive an award of \$12,500 from the settlement common fund in addition to any distribution under the common fund as set forth in Paragraph 5.

7. **Release Of Claims.** Each Plaintiff and each Class Member, on behalf of himself or herself and his or her Related Parties, hereby fully, finally, and forever compromises, settles, releases, resolves, relinquishes, waives, and discharges any and all Released Claims against the Released Parties. The obligations incurred under this Settlement will be the full and final disposition of the Litigation against the Released Parties.

8. **Covenant Not To Sue and Dismissal of Pending Claims.** Effective immediately, each Plaintiff and Class Member agrees and covenants not to sue or prosecute, or institute or cooperate in the institution, commencement, filing, or prosecution of any suit or proceeding in any forum based upon any Released Claim against any Released Party, except that nothing in this Agreement shall be deemed to limit any Plaintiff or Class Member's rights to enforce this Agreement.

Any claims against, or demands for relief from, the Released Parties in any forum or administrative process shall be deemed effectively withdrawn and dismissed as of the date of the Court's Order granting Final Approval of this Settlement.

9. **Attorney's Fees And Costs.** Class Counsel will apply to the Court for an award of total attorneys' fees and costs, to be paid from the Common Fund. Released Parties will not oppose any application for payment of reasonable attorneys' fees or reimbursement of litigation costs. The attorneys' fees and litigation costs approved by the Court will be paid from the Common Fund by the Settlement Administrator within 30 days after approval by the Court.

10. **Notice Of Pendency And Proposed Settlement.** No later than 30 days after the entry of the Preliminary Approval Order, the Settlement Administrator will mail notices of the proposed Settlement to the Class Members. Defendants will provide to the Settlement Administrator a list of the last known addresses of each person in the Class available from their records no later than 20 days after the entry of the Preliminary Approval Order.

A. The Settlement Administrator will send notice using the Court-approved Notice, sent by first-class mail.

B. The Settlement Administrator will perform an "NCOA" scrub on the mailing list before mailing the Mailed Notice.

C. The Settlement Administrator will perform a skip-trace search for persons whose notices are returned as undeliverable and must re-send returned mail to new addresses found for those persons.

11. **Jurisdiction.** Each Class Member will be deemed to have submitted to the jurisdiction of the Court regarding his or her participation in the Settlement.

12. **Costs Of Settlement Administration.** The cost of administering the settlement, including the cost of providing notice, will be paid from the Common Fund.

13. **Jurisdiction Over Settlement Disputes.** All controversies and proceedings regarding the administration of the Settlement and distribution of attorneys' fees and costs to Class Counsel are subject to the jurisdiction of the Court.

14. **Requests For Exclusion From The Settlement Class.** Each Class Member will be bound by all determinations and judgments in the Litigation concerning the Settlement unless the member sends to the Settlement Administrator, by first class mail, a written request for exclusion. To be valid, the request for exclusion must: (1) be postmarked no later than thirty (30) calendar days from the date the Class Notice was sent; and (2) state all of the following: (a) the name, address, and telephone number of the person requesting exclusion; and (b) a clear and unequivocal statement that the person wishes to be excluded from the Settlement.

15. **Effect Of Exclusion.** All persons who submit valid and timely requests for exclusion in the manner described in Paragraph 14 will have no rights under this Agreement, will not share in the Settlement, and will not be bound by the Agreement or the Judgment, unless the request for exclusion is validly retracted under the terms of this Settlement Agreement and Release.

16. **List Of Individuals Requesting Exclusion.** The Settlement Administrator will scan and email copies of each request for exclusion in PDF format (or any other agreed format) to Defendants' Counsel and to Class Counsel not more than five (5) business days after the

Settlement Administrator receives such a request. As part of the motion papers in support of Final Approval of the Settlement, the Settlement Administrator or Class Counsel will provide a list of all the persons who have requested exclusion from the Class.

17. **Retraction of Exclusion Request.** Any putative Class Member may retract a prior request for exclusion by providing to Class Counsel and to Defendants' Counsel a written notice stating his or her desire to retract the request for exclusion from the Settlement Class by 12:00 p.m., Pacific Standard Time, five (5) calendar days before the Final Approval Hearing. Any written notice retracting the request for exclusion also must include a statement that the putative Class Member makes the retraction freely and of his or her own volition, without coercion by anyone. Any putative Class Member who validly retracts a request for exclusion under this Paragraph will not be excluded from the Class, will be deemed to be a Class Member, and will be bound by the Settlement.

18. **Discretion To Nullify.** If more than 5% of Class Members, or Class Members representing 5% of total amount of Class Members' PACE assessments, exclude themselves from the Class to Paragraph 14, then the Agreement shall be voidable at the Defendants' option.

19. **Objections To Settlement.** Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement must deliver to Class Counsel and to Defendants' Counsel, and file with the Court, no later than thirty-five (35) calendar days from the date Notice was sent to the Class Members or as the Court otherwise may direct, a written statement of the objections, as well as the specific reason(s), if any, for each objection, including any legal support the Class Member wishes to bring to the Court's attention

and any evidence or other information the Class Member wishes to introduce in support of the objections. Class Members may object either on their own or through an attorney retained at their own expense. The written objection must also contain the Class Member's name, address, signature, and telephone number.

20. **Appearance At Final Approval Hearing.** Any Class Member who files and serves a written objection, as described in Paragraph 19, may appear at the Final Approval Hearing, either in person or through counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement. Class Members or their attorneys who intend to make an appearance at the Final Approval Hearing must deliver a notice of intention to appear to Class Counsel and to Defendants' Counsel, and file that notice with the Court, no later than forty-five (45) calendar days from the date Notice was sent to the Class Members as the Court may otherwise direct.

21. **Forfeiture Of Right To Object.** Any Class Member who fails to comply with Paragraph 19 will waive and forfeit any and all rights he or she may have to appear separately and object and will be bound by all the terms of this Agreement and by all proceedings, orders, and judgments, including but not limited to the Release, in the Litigation.

22. **Objecting Class Member's Entitlement To Benefits Upon Approval.** Any Class Member who objects to the Settlement will be entitled to all of the benefits of the Settlement if it is approved, as long as the objecting Class Member complies with all requirements of this Agreement.

23. **Preliminary Approval Order**. Class Counsel will file, on or before June 30, 2023, unless otherwise ordered by the Court, the Agreement and its exhibits with the Court and will apply for entry of the Preliminary Approval Order substantially in the form attached here as Exhibit B.

24. **Settlement Process Schedule**. The dates for the events contemplated by this Settlement Agreement are as follows:

<b>Event Date</b>	<b>Event</b>
20 days from the date of the Preliminary Approval Order	Mailing data for Class Members will be provided to the Settlement Administrator pursuant to Paragraph 10
30 days from the date of the Preliminary Approval Order	The Settlement Administrator mails the Notice
65 days from the date of the Preliminary Approval Order	Deadline for postmarking of exclusions, objections, and requests to be heard at the Final Approval Hearing
75 days from the date of the Preliminary Approval Order	Class Counsel to file notice specifying those who have objected, together with a declaration of the Settlement Administrator; Class Counsel to file a motion for attorneys' fees and costs
28 days prior to the Final Approval Hearing	Class Counsel to file a motion for final approval
To be set by the Court, at least 105 days after the date of the Preliminary Approval Order	Final Approval Hearing

25. **Termination Of The Settlement**. Any Party will have the option to terminate this Agreement on ten (10) calendar days' notice to the other if any of the following occurs:

- A. The Court enters any order that is materially inconsistent with the terms of this Agreement;
- B. The Court does not enter the Preliminary Approval Order;

C. The Court does not approve the Settlement or any material part of it as reflected in this Agreement (although the Parties do not concede that every term of the Settlement or of this Agreement is material for these purposes);

D. The Court does not enter the Judgment;

E. The Judgment is vacated, modified, or reversed in any material respect by an appellate court of competent jurisdiction; or

F. The Effective Date does not occur for any reason.

26. **Effect Of Termination.** If this Agreement is terminated, the Settlement and this Agreement will become null and void and have no further force and effect. If this Agreement is terminated, the Parties to this Agreement will be deemed to have reverted *nunc pro tunc* to their respective status in the Litigation as of the date and time immediately before the execution of this Agreement. Except as otherwise expressly provided, the Parties will proceed in all respects as if this Agreement and any related orders had not been entered and without any prejudice in any way from the negotiation, fact, or terms of the Settlement or this Agreement.

27. **No Other Use Of Settlement Agreement.** If this Agreement is terminated, this Agreement may not be used in the Litigation or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

28. **No Admission Of Wrongdoing Or Liability.** Whether or not the Settlement is approved by the Court, and whether or not it is consummated, the fact and terms of this

Agreement, including Exhibits, all negotiations, discussions, drafts, and proceedings in connection with the Settlement, and any act performed or document signed in connection with the Settlement:

A. may not be construed, offered, or received against Defendants or any other Released Party as a presumption, concession, or admission about the truth of any fact alleged by Plaintiffs, the validity of any claim that had been or could have been asserted in the Litigation or in any litigation, that the class should have been certified, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any litigation; and

B. may not be construed, offered, or received against Plaintiffs or the Class Members or any of them as a presumption, concession, or admission that any of their claims are or were without merit or that any damages recoverable under the Ocana Complaint and/or the Nemore Complaint would not have exceeded any benefits provided under this Settlement.

29. **Settlement As Defense In Future Action.** Once approved by the Court, the Settlement reflected in this Agreement may be pleaded as a full and complete defense by any of the Released Parties to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted regarding any of the Released Claims. The Released Parties may offer the Agreement or the Judgment from the Litigation in any other action that may be brought against them by any Class Member for any reason, including to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any similar defense or counterclaim.

30. **Agreement To Work In Good Faith.** The Parties agree to work together in good faith to accomplish, as soon as reasonably practical, all of the prerequisites for the Effective Date, including the Preliminary Approval Order, approval by the Court of the Settlement, and the Judgment.

31. **Headings.** The headings and paragraph titles in this Agreement are used for the purpose of convenience only and are not meant to have legal effect.

32. **Incorporation Of Exhibits.** All of the Exhibits attached to the Agreement are incorporated by reference. If there is a conflict or inconsistency between the terms of this Agreement and the terms of any exhibit, the terms of this Agreement will prevail.

33. **Amendments In Writing Only.** This Agreement may not be modified or amended, nor may any of its provisions be waived, except by a writing signed by all Parties or their successors-in-interest.

34. **Full And Final Settlement.** The Parties to this Agreement intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiffs and the Class Members against any of the Released Parties with respect to the Released Claims.

35. **Arm's Length and Good Faith Agreement.** The Parties to this Agreement agree that the terms of the Settlement were negotiated at arm's length in good faith by the

Parties, and reflect a settlement that was reached voluntarily based on adequate information and after consultation with experienced legal counsel.

36. **Waiver**. The waiver by one Party of any breach of this Agreement by any other Party will not be deemed a waiver of any other prior or subsequent breach of this Agreement.

37. **Entire Agreement**. This Agreement and its Exhibits constitute the entire agreement among the Parties regarding the Settlement and supersede all prior and contemporaneous arrangements, oral and written agreements, and discussions or negotiations between or among the Parties or their agents or attorneys. No promise, representation, or warranty by any Party, or attorney or agent of any Party, regarding the Settlement that is not expressly contained or referred to in this Agreement or its exhibits will be valid or binding on that Party. The Parties have included this Paragraph to preclude the introduction of parole evidence to vary, supplement, or contradict the terms of this Agreement.

38. **Signature In Counterparts**. This Agreement may be executed by electronic signature (as indicated by an "s/"), and in one or more counterparts, including by signature transmitted by facsimile, or by a .pdf/.tiff image of the signature transmitted by email. All executed counterparts and each of them will be deemed to be one and the same instrument.

39. **Necessary Authority**. Each person signing this Agreement represents that he or she has all necessary authority to sign this Agreement and bind the Party on whose behalf he or she signs.

40. **Non-Assignment**. This Agreement will be binding on the Parties, including any and all Released Parties and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. No assignment will relieve any Party of any obligation under this Settlement.

41. **Notice**. Notices required by this Agreement will be submitted both (1) by email and (2) either by (a) any form of overnight mail or (b) in person to:

Michael M. Maddigan  
HOGAN LOVELLS US LLP  
1999 Avenue of the Stars, Suite 1400  
Los Angeles, CA 90067  
michael.maddigan@hoganlovells.com

Stephanie Carroll  
Public Counsel  
610 S. Ardmore Avenue  
Los Angeles, CA 90005  
scarroll@publiccounsel.org

Jeffrey Webb  
Bet Tzedek  
3250 Wilshire Boulevard, Floor 13  
Los Angeles, CA 90010  
jwebb@bettzedek.org

*Attorneys for Plaintiffs*

Clark A. Donat  
REED SMITH LLP  
2850 N. Harwood St., Suite 1500  
Dallas, Texas 75201  
cdonat@reedsmith.com

Fredrick S. Levin  
Orrick, Herrington, & Sutcliffe LLP  
100 Wilshire Blvd., Suite 1000  
Santa Monica, CA 90401  
flevin@orrick.com

*Attorneys for Defendants*

Notice will be deemed effective on sending the notice as described in this Paragraph.

42. **Retention Of Jurisdiction**. The administration, consummation, and enforcement of the Settlement in this Agreement will be under the authority of the Court, and the Parties intend that the Court retain jurisdiction for the purpose of entering orders, providing for approval of attorneys' fees and costs to Class Counsel, and enforcing the terms of the Settlement and this Agreement.

43. **California Law**. The construction, interpretation, operation, effect, and validity of this Agreement, and all documents necessary to effectuate it, will be governed by the internal laws of the State of California without regard to conflicts of law.

44. **No Interpretation Against Drafter**. This Agreement will not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties. This Agreement is the result of arm's length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Agreement.

**IN WITNESS WHEREOF the parties hereto have executed this Agreement on the dates written below.**

**ACCEPTED AND AGREED.**

Date: 1/6/23, 2023

Signed: Aurelia Milleuder  
Name: Aurelia Milleuder  
Title: Plaintiff

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

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Date: \_\_\_\_\_, 2023

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

01/08/2023  
Date: \_\_\_\_\_, 2023

*Zenia Ocana*  
Signed: \_\_\_\_\_  
Name: Zenia Ocana  
Title: Plaintiff

01/08/2023  
Date: \_\_\_\_\_, 2023

*Juan Ocana Lau*  
Signed: \_\_\_\_\_  
Name: Juan Ocana Lau  
Title: Plaintiff

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
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Title: \_\_\_\_\_

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Date: \_\_\_\_\_, 2023

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Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 1/12, 2023

Signed: Violeta Senac  
Name: Violeta Senac  
Title: Plaintiff

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

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Date: \_\_\_\_\_, 2023

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Title: \_\_\_\_\_

01/18/2023

Date: \_\_\_\_\_, 2023

*Maria H Alvarez*

Signed: \_\_\_\_\_

Name: Maria H. Alvarez

Title: Plaintiff

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

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Date: \_\_\_\_\_, 2023

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

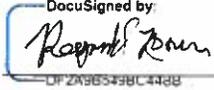
Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: 1/26/2023 | 3:55 PM PST, 2023

Signed:   
Name: Reginald Nemore  
Title: Plaintiff

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
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Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: 2/13/2023, 2023

Signed: Allen W. Bowen

Name: Allen Bowen

Title: Plaintiff

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

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Date: \_\_\_\_\_, 2023

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Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: June 15, 2023

Signed: Mark Floyd

Name: Mark Floyd

Title: CEO of Renew Financial Holdings, Inc. and CEO of Renew Financial Corp. II.

Date: November 8, 2023

Signed: Selwyn Hollins

Name: Selwyn Hollins

Title: Director, Internal Services Department

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

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Date: \_\_\_\_\_, 2023

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2023

Signed: \_\_\_\_\_

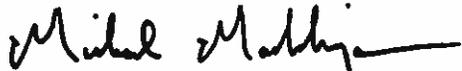
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Date: November 9, 2023

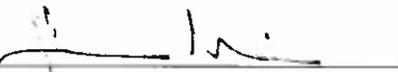
**HOGAN LOVELLS US LLP**

Signed: 

Michael M. Maddigan  
Counsel for Plaintiffs

Date: November 8, 2023

**SEYFARTH SHAW LLP**

Signed: 

Jesse L. Miller  
Counsel for Defendant County of Los Angeles

Date: November 10, 2023

**ORRICK, HERRINGTON & SUTCLIFFE LLP**  
**BUCKLEY LLP**

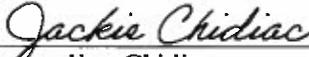
Signed: 

Fredrick S. Levin  
Ali M. Abugheida  
Counsel for Renew Financial Holdings, Inc., and Renew Financial Corp. II

# CERTIFICATE OF TRANSLATION

I, Jacqueline Chidiac, declare under penalty of perjury under the laws of the United States that I am fluent in both the English and Spanish languages and competent to translate from English to Spanish. I further declare that I have accurately and completely translated all relevant information from the original English document titled **Settlement Agreement and Release** into Spanish to the best of my abilities for Mr. Juan Ocana Lau and Mrs. Zenia Ocana.

Executed on January 6, 2023 in West Covina, California.

  
\_\_\_\_\_  
Jacqueline Chidiac  
Sr. Paralegal  
Consumer Rights and Economic Justice  
PUBLIC COUNSEL

# CERTIFICATE OF TRANSLATION

I, Maria Cabadas, declare under penalty of perjury under the laws of the United States that I am fluent in both the English and Spanish languages and competent to translate from English to Spanish. I further declare that I have accurately and completely translated all relevant information from the original English document titled **Settlement Agreement and Release** into Spanish to the best of my abilities for Maria H. Alvarez.

Executed on January 9, 2023 in La Puente, California.

*Maria Cabadas*

---

Maria Cabadas  
Senior Paralegal  
Consumer Rights and Economic Justice  
PUBLIC COUNSEL

# CERTIFICATE OF TRANSLATION

I, Maria Cabadas, declare under penalty of perjury under the laws of the United States that I am fluent in both the English and Spanish languages and competent to translate from English to Spanish. I further declare that I have accurately and completely translated all relevant information from the original English document titled **Settlement Agreement and Release** into Spanish to the best of my abilities for Violeta Senac.

Executed on January 12, 2023 in La Puente, California.

*Maria Cabadas*

---

Maria Cabadas  
Senior Paralegal  
Consumer Rights and Economic Justice  
PUBLIC COUNSEL

# **EXHIBIT A**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

**If you had a Property Assessed Clean Energy (“PACE”) Assessment with the County of Los Angeles you could receive benefits from a class action settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- The County of Los Angeles (the "County") and Renew Financial ("Renew") have agreed to create a **\$12 million Settlement Fund** to pay compensation to homeowners who had PACE assessments with the County, administered by Renew or Renovate America, between March 1, 2015 and March 31, 2018.
- The homeowners who had these PACE assessments are called “the class.” Each homeowner who is part of the class is called a “Class Member.”
- **You may be eligible to submit a claim for payment from the Settlement Fund.**
- **Your legal rights are affected whether you act or don’t act.** Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	If you do nothing, you will remain a Class Member and you will be able to submit a claim to seek payment from the Settlement Fund.

<b>EXCLUDE YOURSELF</b>	If you choose to exclude yourself, you will lose the ability to submit a claim to seek payment from the Settlement Fund, but you can bring your own administrative claim and, once you exhaust your administrative remedies, proceed with a lawsuit regarding your PACE assessment.
<b>OBJECT</b>	Write to the Court about why you don't like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>APPEAR THROUGH AN ATTORNEY</b>	If you desire, you may enter an appearance in this case through an attorney at your own expense.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits under the settlement will be provided if the Court approves the settlement, if any appeals relating to the settlement are resolved, and after claim forms and supporting documentation are provided. Please be patient.
- Court-appointed lawyers for the class will ask the Court for up to \$\_\_\_\_\_ in attorneys' fees and expenses to be paid from the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement.

**WHAT THIS NOTICE CONTAINS**

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2. What is this lawsuit about? .....

3. Why is this a class action? .....

4. Why is there a settlement? .....

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5. How do I know if I am part of the settlement? .....

6. I'm still not sure if I'm included .....

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7. What does the settlement provide? .....

8. What is my debt-to-income ratio? .....

10. How do I make a claim for compensation? .....

11. What am I giving up to stay in the Class? .....

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12. How do I get out of the settlement? .....

13. If I do not exclude myself, can I sue the County or Renew for the same thing later? .....

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17. How do I tell the Court I don't like the settlement? .....

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19. When and where will the Court decide whether to approve the settlement?.....

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**IMPORTANT DATES**.....

23. What are the important dates and deadlines relating to this settlement? .....

## BASIC INFORMATION

### 1. Why did I get this notice package?

You received this notice because you have or had a PACE assessment with the County of Los Angeles (“the County”), between March 1, 2015 and March 31, 2018, which was recorded as a lien against your real property.

You received this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to approve the settlement. This package explains the lawsuit, the settlement, your legal rights, what benefits may be available to you, who is eligible for them, and how to get them.

The Court in charge of this matter is the Superior Court of the State of California, County of Los Angeles. The two cases involved in this settlement are (1) Reginald Nimore, Violeta Senac, Aurelia Millender, and Allen Bowen v. Renovate America, Inc. and the County of Los Angeles (Case No. BC 701810), and (2) Zenia Ocana, Juan Ocana Lau, Violeta Senac, and Maria Alvarez v. Renew Financial Holdings, Inc., Renew Financial Corp. II, and the County of Los Angeles (Case No. BC 701809).

**2. What is this lawsuit about?**

These lawsuits alleges that, in implementing the PACE program, the County, Renew, and Renovate committed financial elder abuse, entered into an unlawful PACE contract, and breached the PACE contracts. The lawsuit also seeks cancellation of taxes due to your PACE assessment and damages resulting from your PACE assessment.

### **WHO IS IN THE SETTLEMENT?**

To see if you will get relief from the settlement, including potential payment, you first have to decide if you are a Class Member.

#### **3. How do I know if I am part of the settlement?**

A Class Member under this settlement is anyone who fits the following definition:

All homeowners who purportedly entered into a Renew Financial Assessment Contract or Renovate America Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment contract has been recorded as a lien against the homeowner's real property.

#### **4. I'm still not sure if I'm included**

If you are still not sure whether you are included, you can ask for free help. You can call \_\_\_\_\_ and ask the Settlement Administrator for further information to help you determine whether you are a Class Member.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The County and Renew have agreed to create a \$12 million fund to pay compensation to homeowners who are part of the settlement.

This settlement provides for four levels of benefits to class members.

Level One (All Class Members): \$500,000 of the Settlement Fund shall be distributed on an equal pro-rata basis to every Class Member who submits a claim. For example, if 1,000 Class Members submit a claim, then each Class Member will receive \$500 from this “Level One” portion of the distribution. Similarly, if 10,000 Class Members submit a claim, then each Class Member will receive \$50 from this Level One portion of the distribution.

In addition, certain Class Members shall be eligible for additional compensation according to the criteria described in the Level Two, Level Three, and Level Four sections below. Those additional amounts will be paid based on the amounts remaining in the \$12 million Settlement Fund after subtracting the \$500,000 Level One distribution, the costs of settlement administration, and any attorneys’ fees and costs the Court may award.

Level Two: All Class Members who had a debt-to-income ratio, after consideration of the PACE assessment, of greater than 50% at the time the PACE assessment was entered.

Level Three: Class Members who meet Level Two criteria and who were 65 years old or older at the time of their PACE assessment; or had limited English proficiency and only received PACE contract related documents in English.

Level Four: Class Members who meet Level Two criteria and who had a debt-to-income ratio, after consideration of the PACE assessment, of greater than 100% at the time the PACE assessment was entered.

Depending on your personal circumstances as documented in any claim you submit, you may be eligible for benefits at Level One, Level Two, Level Three or Level Four. Those eligible for benefits at Levels Two, Three, and Four will receive additional benefits, with the most benefit being received for those at Level Four.

The exact amount each Class Member will receive will depend on how many Class Members submit Claims, the details of those claims, the amount the Court awards in attorney's fees, and the costs of administering the settlement.

**6. What is my debt-to-income ratio?**

Your debt-to-income ratio for use in this settlement is all of your monthly income at the time you first took on your PACE assessment divided by your monthly debt payments at the time you first took on your PACE assessment, including the monthly amount owed on your PACE assessment.

**7. How do I seek compensation under the settlement?**

If you do not exclude yourself and wish to seek compensation under the settlement, you can make a claim for reimbursement by submitting the claim form that will be mailed to you by providing the information requested in that form.

**8. What am I giving up to stay in the Class?**

Unless you exclude yourself, you will be releasing Renew and the County from any and all claims, whether known or unknown, whether based on federal or state law or regulation, whether at law or in equity, including but not limited to claims seeking injunctive relief, declaratory relief, rescission, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever that were asserted, or could have been asserted, against Renew and the County in the *Ocana* case that are based on, arise

from, or relate to any alleged illegality, impropriety, or unfairness of your PACE financing. The following causes of action were asserted in the *Ocana* case: (1) Financial Elder Abuse (against Renew Financial), (2) Financial Elder Abuse (against County), (3) Breach of Contract, (4) Declaratory Relief Re Unlawful Contract (California Civil Code § 1670.5), (5) Declaratory Relief Re Unlawful Contract (California Civil Code § 1668); (6) Violation of Business & Prof. Code § 17200; (7) Cancellation of Taxes; and (8) Declaratory Relief.

Unless you exclude yourself, you will be releasing the County from any and all claims, whether known or unknown, whether based on federal or state law or regulation, whether at law or in equity, including but not limited to claims seeking injunctive relief, declaratory relief, rescission, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever, that were asserted, or could have been asserted, against the County in the *Nemore* case that are based on, arise from, or relate to any alleged illegality, impropriety, or unfairness of your PACE financing. The following causes of action were asserted in the *Nemore* case: (1) Financial Elder Abuse (against the County), (2) Breach of Contract, (3) Declaratory Relief Re Unlawful Contract (California Civil Code § 1670.5), (4) Declaratory Relief Re Unlawful Contract (California Civil Code § 1668); (5) Violation of Business & Prof. Code § 17200; (6) Cancellation of Taxes; (7) Declaratory Relief; (8) Refund (against the County), in Los Angeles Superior Court Case No. BC 701810 ("*Nemore*").

It also means that all of the Court's orders will apply to you and legally bind you.

### EXCLUDING YOURSELF FROM THE SETTLEMENT

If you don't want to be included in this settlement, then you must take steps to get out of this case. This is called excluding yourself ("opting out") from the settlement Class.

#### 9. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail clearly stating that you want to be excluded from the settlement in the *Ocana* and *Nemore* cases. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request, postmarked no later than \_\_\_\_\_, 2023, to:

Settlement Administrator

P.O. Box \_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_

If you ask to be excluded, you cannot get any benefits under the settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

**10. If I do not exclude myself, can I sue the County or Renew for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the County and Renew for actions related to your PACE assessment with the County administered by Renew or Renovate.

If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

Remember, the exclusion deadline is \_\_\_\_\_, 2023.

**11. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, you will not be able to seek coverage through this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against the County or Renew.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in this case?**

Yes. The court appointed Public Counsel, Bet Tzedek, and Hogan Lovells US LLP as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**13. How will the lawyers get paid?**

Class Counsel will ask the Court for attorneys' fees and costs to be awarded from the \$12 million dollar Settlement Fund. The fees would pay Class Counsel for their fees and expenses in investigating the facts, litigating the case, and negotiating the settlement. The costs to administer the settlement also will come from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

### 14. How do I tell the Court I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in the *Ocana* or *Nemore* cases. The letter must include your name, address, telephone number, your signature, and the specific reasons (if any) for each objection, including any legal support you wish to bring to the Court's attention, and any evidence or other information you wish to submit. If you intend to appear at the fairness hearing, either in person or through counsel hired at your expense, your objection must state that as well.

You must mail the objection, postmarked no later than \_\_\_\_\_, 2023, to the Settlement Administrator, as follows:

Settlement Administrator  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_

If your objection does not comply with the above requirements, your objection may be deemed waived and you may be barred from raising your objection in this lawsuit or any other proceeding.

**15. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

**16. When and where will the Court decide whether to approve the settlement?**

The Court will hold a fairness hearing at \_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 2023 in Courtroom \_ of the Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California, 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also decide how much to award to Class Counsel. We do not know how long these decisions will take.

**17. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But you are welcome to come, at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**18. May I speak at the hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear" in the *Ocana* and *Nemore* cases. Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than \_\_\_\_\_, 2023 and be sent to the Settlement Administrator at the address stated above in response to question 16. You cannot speak at the hearing if you have excluded yourself from the Class.

**GETTING MORE INFORMATION**

**19. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the settlement agreement. You can get a copy of the settlement agreement by

requesting a copy from the Settlement Administrator at the address stated above in response to question 16.

You can also obtain additional information from two websites:

www.[cite].com and www.publiccounsel.org/[cite]

### IMPORTANT DATES

**20. What are the important dates and deadlines relating to this settlement?**

<b>Deadline</b>	<b>Event</b>
_____, 2023	Class Counsel will file a motion for approval of attorneys' fees and costs and request for a service award for the Class Representatives.
_____, 2023	Last day to submit a request for exclusion from the proposed Settlement.
_____, 2023	Last day to serve Class Counsel, the County, and Renew with objections to the proposed settlement.
_____, 2023	Last day to return claim form.
_____, 2023	Last day to file Notice of Intent to Appear.
_____, 2023	Final Approval Hearing

# **EXHIBIT B**

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14 *Attorneys for Plaintiffs*

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
 16 COUNTY OF LOS ANGELES  
 17

18 ZENIA OCANA, et al.,  
 19 Plaintiffs,  
 20  
 v.  
 21 RENEW FINANCIAL HOLDINGS, INC.,  
 22 et al.,  
 23 Defendants.

Case No. BC701809  
 Related Case No. BC701810  
 Honorable William Highberger  
**[PROPOSED] ORDER GRANTING  
 PRELIMINARY APPROVAL OF CLASS  
 ACTION SETTLEMENT**

Date:  
 Time:  
 Dept.: 10

24  
 25 AND RELATED ACTION.  
 26  
 27  
 28

1 The Motion by Plaintiffs in Case Nos. BC 701809 and BC 701810 (“Plaintiffs”), on  
2 behalf of themselves and a proposed class of similarly situated individuals, for preliminary  
3 approval of the proposed class action settlement reached with Defendants County of Los  
4 Angeles (“County”), Renew Financial Holdings, Inc., a Delaware Corporation, and Renew  
5 Financial Corp. II, a Pennsylvania Corporation (the Defendant Renew entities are referred to  
6 collectively as “Renew”), came before this Court for hearing on \_\_\_\_\_, 2023.

7 After considering the Settlement Agreement and Release (the "Agreement"), the moving  
8 papers, arguments of counsel, the files and records in these actions, and all other matters  
9 presented to the Court, the Court finds that:

10 1. These class actions, *Ocana v. Renew Financial Holdings, Inc. et al.*, Case No.  
11 BC701809 and *Nemore v. Renovate America, Inc.*, Case No. BC701810, arises from the  
12 Property Assessed Clean Energy (“PACE”) Program, enacted by the County of Los Angeles  
13 (the "County") in 2012 and implemented by the County through third-party administrators (the  
14 "Actions").

15 2. The Second Amended Complaint in each of the Actions was filed on August 7,  
16 2020.

17 3. Defendants deny each and every claim and contention alleged or otherwise made  
18 or pursued against it by Plaintiffs in this Litigation. Defendants deny all charges of wrongdoing  
19 or liability against it arising out of any of the conduct, statements, acts, or omissions alleged, or  
20 that could have been alleged, in the Litigation.

21 4. The proposed Settlement resulted from an in-person arms-length negotiation,  
22 which included a day long mediation with mediator Anthony Piazza, and was concluded only  
23 after Plaintiffs and Defendants conducted their own investigations and evaluations of the factual  
24 and legal issues raised by Plaintiff’s claims and Defendants’ defenses.

25 5. For the reasons stated in the Court’s order dated \_\_\_\_\_, 2023, the Court finds it  
26 appropriate to certify a class for purposes of this settlement, as stated below.

27 The “PACE Class” consists of all homeowners who purportedly entered into a Renew  
28 Financial Assessment Contract or a Renovate America Hero Assessment Contract with  
Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment  
contract has been recorded as a lien against the homeowner’s real property.

1 As also stated in the Court's \_\_\_\_, 2023 Order, the Court has appointed Bet Tzedek,  
2 Public Counsel, and Hogan Lovells US LLP as counsel for the Class ("Class Counsel").

3 6. Plaintiffs and Class Counsel have agreed to settle the Litigation after considering  
4 such factors as (a) the benefits to Plaintiffs and the Class provided by the Agreement; (b) the  
5 risks and uncertainty of litigation, especially in complex actions such as this, as well as the  
6 difficulties and delays inherent in such litigation; and (c) the desirability of consummating the  
7 Agreement in order to provide relief to Plaintiffs and the Class.

8 7. The Parties have entered into a Settlement Agreement("the Settlement")  
9 previously filed with this Court.

10 8. The Court has reviewed the Settlement in its entirety and determined the  
11 proposed Settlement to be fair, reasonable, adequate, and within the range of possible approval.  
12 The proposed Settlement does not improperly grant preferential treatment to the Plaintiff or any  
13 segment of the Class. The proposed Settlement is sufficient to warrant sending notice to the  
14 Identified Class Members. The procedures for establishing and administering the benefits  
15 provided by the proposed Settlement and for notice of the proposed Settlement, exclusion from  
16 the proposed Settlement, and objections to the proposed Settlement are fair, reasonable, and in  
17 the best interests of the Class.

18 9. The Court has reviewed the notice provisions of Paragraph 10 of the Settlement  
19 and the form of the Notice of Proposed Settlement of Class Action and Final Approval Hearing  
20 attached to the Settlement as Exhibit A. The Court has determined that mailing the Class Notice  
21 to the last known addresses of the Class Members:

- 22 (a) constitutes the best practicable notice under the circumstances;
- 23 (b) is reasonably calculated to apprise Class Members of the pendency of the  
24 Litigation and of their right to object to or exclude themselves from the proposed settlement;
- 25 (c) is reasonable and constitutes due, adequate, and sufficient notice to all  
26 persons entitled to receive notice; and
- 27 (d) meets all applicable requirements of the California Code of Civil  
28 Procedure, and the California and United States Constitutions.

1           Accordingly, it is hereby **ORDERED AND DECREED AS FOLLOWS:**

2           1.       The Motion for Preliminary Approval is **GRANTED**. The Court preliminarily  
3 approves the proposed Settlement. All defined terms in the foregoing findings and this Order  
4 shall have the same meanings as in the Settlement.

5           2.       A hearing (the "Final Approval Hearing") will be held on \_\_\_\_\_, before the  
6 undersigned in the Superior Court for the State of California, County of Los Angeles, to  
7 consider the fairness, reasonableness, and adequacy of the proposed Settlement and whether it  
8 should be finally approved by the Court.

9           3.       The Court approves the proposed Mailed Notices and the plan for giving notice.

10          4.       Defendants and Class Counsel are authorized to:

11               (a)     establish the means necessary to administer the proposed Settlement, in  
12 accordance with the terms of the Agreement; and

13               (b)     retain a Settlement Administrator to help administer the proposed  
14 settlement, including mailing the Notice.

15          5.       The Court appoints \_\_\_\_\_ as the Settlement Administrator to  
16 implement the terms of the Settlement.

17          6.       The Settlement Administrator shall mail the Notices to each Class Member by  
18 first-class mail, postage prepaid, to his or her last known address no later than thirty-four (34)  
19 days after entry of this Order, as described in the Settlement (the "Notices").

20          7.       The Settlement Administrator shall file proof of the mailing of Notices at or  
21 before the Final Approval Hearing.

22          8.       Class Counsel shall file their petition for approval of Class Counsel's fees by the  
23 time set in the Settlement.

24          9.       Each Class Member who wishes to exclude himself or herself from the Class  
25 must submit an appropriate, timely written request for exclusion, postmarked no later than  
26 thirty-five (35) calendar days from the date the Notices were sent to the Class Members, to the  
27 address provided in the Notices, which states all of the following: (a) the name, address, and  
28 telephone number of the person requesting exclusion; and (b) a clear and unequivocal statement

1 that the person wishes to be excluded from the Class.

2 10. Any Class Member who does not submit a timely, written request for exclusion  
3 in the form set forth in this Order shall be bound by all proceedings, orders, and judgments in  
4 the Actions, even if such Class Member has previously initiated or subsequently initiates  
5 individual litigation or other proceedings against a Defendant or Defendants relating to the  
6 PACE Program, enacted by the County in 2012, and implemented by the County through third-  
7 party administrators during the Class period.

8 11. Each Class Member who wishes to object to the fairness, reasonableness, or  
9 adequacy of the Agreement, the proposed Settlement, or to the award of attorneys' fees and  
10 expenses shall send to the Settlement Administrator, no later than thirty-five (35) calendar days  
11 from the Notices were sent to that Class Members, a written statement of the objections, as well  
12 as the specific reason(s), if any, for each objection, including any legal support the Class  
13 Member wishes to bring to the Court's attention and any evidence or other information the Class  
14 Member wishes to introduce in support of the objections. Class Members may object either on  
15 their own or through an attorney retained at their own expense. The written objection must also  
16 contain the Class Member's name, address, signature, and telephone number.

17 12. Any Class Member who files and serves a written objection, as described in  
18 Paragraph 11 above, may appear at the Final Approval Hearing, either in person or through  
19 counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or  
20 adequacy of the Agreement or the proposed Settlement. Class Members or their attorneys who  
21 intend to make an appearance at the Final Approval Hearing must deliver a notice of intention to  
22 appear to Class Counsel and to Defendants' Counsel, and file that notice with the Court, no later  
23 than forty-five (45) calendar days from the date Notice was sent to the Class Members.

24 13. Any Class Member who fails to file a timely objection in accordance with and  
25 containing the information required by this Order, will waive and forfeit any and all rights he or  
26 she may have to appear separately and object, and will be bound by all the terms of this  
27 Agreement and by all proceedings, orders, and judgments, including but not limited to the  
28 Release, in the Litigation.

1           14. Any Class Member who objects to the Settlement will be entitled to all of the  
2 benefits of the Settlement if it is approved, as long as the objecting Class Member complies with  
3 all requirements of the Agreement.

4           15. The Settlement Administrator will scan and email copies of each request for  
5 exclusion in PDF format (or any other agreed format) to Defendants' Counsel and to Class  
6 Counsel not more than five (5) business days after the Settlement Administrator receives such a  
7 request.

8           16. As part of the motion papers in support of Final Approval of the Settlement, the  
9 Settlement Administrator or Class Counsel will provide a list of all the persons who have  
10 requested exclusion from the Class.

11           17. Any Class Member may retract a prior request for exclusion by providing to  
12 Class Counsel and to Defendants' Counsel a written notice stating his or her desire to retract the  
13 request for exclusion from the Class by 12:00 p.m., Pacific Standard Time, five calendar days  
14 before the Final Approval Hearing. Any written notice retracting the request for exclusion also  
15 must include a statement that the Class Member makes the retraction freely and of his or her  
16 own volition, without coercion by anyone. Any Class Member who validly retracts a request for  
17 exclusion under this Paragraph will not be excluded from the Class, will be deemed to be a  
18 Class Member, and will be bound by the Settlement.

19           18. All proceedings in the Litigation are stayed until further order of the Court,  
20 except as may be necessary to implement the proposed Settlement or to comply with the terms  
21 of the Agreement.

22           19. This Order shall become null and void, and shall be without prejudice to the  
23 rights of the Parties, all of whom shall be restored to their respective positions existing  
24 immediately before this Court entered this Order, if: (a) the proposed Settlement is not finally  
25 approved by the Court, or does not become final, pursuant to the terms of the Agreement; or (b)  
26 the Settlement is terminated in accordance with the terms of Agreement. In the event this  
27 occurs, the Settlement and Agreement shall become null and void and be of no further force and  
28 effect, and neither the Agreement nor this Order may be used in the Litigation or in any other

1 proceeding for any purpose.

2 20. In no event shall the Settlement or any of its provisions, or any negotiations,  
3 statements, or proceedings relating to it be offered as, received as, used as, or deemed to be  
4 evidence in the Litigation, any other action, or in any other proceeding, except in a proceeding  
5 to enforce the Agreement. Without limiting the foregoing, neither the Agreement nor any related  
6 negotiations, statements, or proceedings shall be offered as, used as, or deemed to be evidence  
7 or an admission or concession by any person of any matter, including but not limited to any  
8 liability or wrongdoing on the part of Defendants.

9 21. The Court reserves the right to continue the Final Approval Hearing without  
10 further written notice to the Class but will notify counsel for the Parties and any objectors or  
11 their counsel who have timely filed a notice of intention to appear in these proceedings. Unless  
12 the Court specifically orders otherwise, any such continuance shall not be interpreted to expand  
13 or change any deadlines contained in this Order or the Agreement.

14

15 **IT IS SO ORDERED.**

16

17 DATED: \_\_\_\_\_

By: \_\_\_\_\_

18

Honorable William Highberger  
Los Angeles Superior Court Judge

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# **EXHIBIT C**

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15 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
 16 **COUNTY OF LOS ANGELES**

18 ZENIA OCANA, et al.,  
 19 Plaintiffs,  
 20 v.

21 RENEW FINANCIAL HOLDINGS, INC.,  
 22 et al.,  
 23 Defendants.

Case No. BC701809

Related Case No. BC701809

Honorable William Highberger

**FINAL ORDER APPROVING CLASS  
 ACTION SETTLEMENT AND  
 JUDGMENT**

24 AND RELATED ACTION.  
 25

1           The Motion of Plaintiffs Zenia Ocana, Juan Ocana Lau, Violeta Senac, Maria Alvarez,  
2 Reginald Nemore, Aurelia Millender, and Allen Bowen (“Plaintiffs”), on behalf of themselves  
3 and the Settlement Classes, for final approval of the class action Settlement reached with  
4 Defendants County of Los Angeles (“the County”), Renew Financial Holdings, Inc., a Delaware  
5 Corporation, and Renew Financial Corp. II, a Pennsylvania Corporation (the Defendant Renew  
6 entities are referred to collectively as “Renew”) (the County and Renew together are referred to  
7 collectively as “Defendants”) in this lawsuit (the “Litigation”) came for hearing before this Court  
8 on \_\_\_\_\_, 2023.

9           After considering the Settlement Agreement, the moving papers, the arguments of counsel,  
10 and all other matters presented to the Court, it is hereby **ORDERED, ADJUDGED, AND**  
11 **DECREED**, as follows:

12           1.       The Motion for Final Approval of Class Action Settlement is hereby **GRANTED**.

13           2.       The Final Order Approving Class Action Settlement and Judgment (“Final Order  
14 and Judgment”) incorporates and makes part hereof: (a) the Parties’ Settlement Agreement filed on  
15 [date], including Exhibits A to C [Dkt. No. XX] (collectively the “Agreement”); and (b) the Court’s  
16 findings and conclusions contained in its Order Granting Motion for Preliminary Approval of Class  
17 Action Settlement [Dkt. No. XX] (the “Preliminary Approval Order”). All defined terms in this  
18 Final Order and Judgment shall have the same meanings as in the Agreement.

19           3.       All preliminary findings and conclusions in the Court’s Preliminary Approval Order  
20 are hereby made final.

21           4.       The Court has personal jurisdiction over all members of the *Ocana* and *Nemore*  
22 Settlement Classes. The Court has subject matter jurisdiction over the claims asserted in this  
23 Litigation to approve the Settlement and all exhibits attached to the Settlement. Venue is proper.  
24 The Settlement is (i) fair, reasonable, and adequate, (ii) consistent and in compliance with the  
25 applicable provisions of California Law, the California Constitution, and the California Rules of  
26 Civil Procedure, and (iii) in the best interests of the Settlement classes. The Court also finds that  
27 the Settlement resulted from an arms-length mediation session. No objections have been made to  
28 the Settlement by any member of the class. Accordingly, the Settlement is hereby finally approved.

1           5.       The *Ocana* and *Nemore* Settlement Classes, as defined on page 3 of the Settlement,  
2 paragraphs a. and b., are finally certified for settlement purposes. To permit the Named Plaintiffs,  
3 Zenia Ocana, Juan Ocana Lau, Violeta Senac, Maria Alvarez, Reginald Nemore, Aurelia  
4 Millender, and Allen Bowen, to serve as class representatives of the settlement class is hereby  
5 finally granted for settlement purposes.

6           6.       The Court hereby directs the Parties and their counsel to implement the Settlement  
7 according to its terms and provisions.

8           7.       Pursuant to the Court’s Preliminary Approval Order, the notice requirement was  
9 satisfied in that the Class Administrator sent the Mailed Notices to each Identified Class Member in  
10 the *Nemore* and *Ocana* classes, no later than 30 days after entry of the Preliminary Approval order,  
11 by first-class mail, postage prepaid, to the address at which each Class Member had a Property  
12 Assessed Clean Energy (“PACE”) assessment, and where necessary, further steps were taken in  
13 accordance with the Agreement, such as, for example, attempts to obtain addresses when the mail  
14 was returned as undelivered and to re-send the Mailed Notice. Identified Class Members had the  
15 opportunity to object to the Settlement and the Agreement, or to exclude themselves from the Class,  
16 and they were informed of the date, time, and location of the Final Approval Hearing and had the  
17 opportunity to appear at the Final Approval Hearing. These procedures afforded protections to  
18 persons in the *Nemore* and *Ocana* Classes and provide the basis for the Court to make an informed  
19 decision on approval of the Settlement based on the responses of Identified Class Members.

20           8.       The Mailed Notices and all other instruments provided to the Class members:  
21           a.       Constituted the best practical notice under the circumstances;  
22           b.       Constituted notice that was reasonably calculated to apprise Identified  
23 Class Members of the pendency of the Litigation, their right to object to or exclude themselves  
24 from the proposed Settlement, and their opportunity to appear at the Final Approval Hearing;  
25           c.       Were reasonable and constituted due, adequate, and sufficient notice to all  
26 persons entitled to receive notice; and  
27           d.       Met all applicable requirements of California Law, the California Code of  
28 Civil Procedure, and the California Constitution.

1           9.     Class Counsel and Plaintiffs adequately represented the Settlement Classes for  
2 purposes of entering into and implementing the Settlement.

3           10.    The list of those Identified Class Members who have requested exclusion from the  
4 Classes in accordance with the terms of the Agreement and the Preliminary Approval Order has  
5 been filed with the Court, is attached to this Order, and is hereby approved. Those persons are  
6 hereby excluded from the Classes. The Court finds that it is a complete list of all Identified Class  
7 Members who have timely requested exclusion from the Classes, and accordingly, such Identified  
8 Class Members shall not be bound by the Final Order and Judgment or the Agreement.

9           11.    Class Counsel are hereby awarded attorneys' fees in the amount of [XX] and costs  
10 in the amount of [XX] for a total Class Counsel Payment of [XX]. This amount covers any and  
11 all claims for attorneys' fees, expenses, and costs incurred by any and all Class Counsel in  
12 connection with the Settlement of the Litigation and the administration of such Settlement.

13           12.    As an incentive award for participation as Class Representatives in the Litigation,  
14 the Court awards \$12,500 to Named Plaintiffs Zenia Ocana, Juan Ocana Lau, Violeta Senac,  
15 Maria Alvarez, Reginald Nemore, Aurelia Millender, and Allen Bowen. The Settlement  
16 Administrator shall pay for the incentive award in addition to any benefits that Plaintiffs are  
17 entitled to receive as Identified Class Members. The Settlement Administrator shall pay the  
18 incentive awards in accordance with Paragraph 6 of the Settlement.

19           13.    The release of claims set forth in Paragraph 7 of the Settlement is incorporated  
20 herein and effective as of the date of this Final Order and Judgment and forever discharges the  
21 Released Parties from any claims or liabilities arising from or related to the Released Claims.

22           14.    Without affecting the finality of this Final Order and Judgment for purposes of  
23 appeal, the Court shall retain jurisdiction as to all matters relating to administration,  
24 consummation, enforcement, and interpretation of the Settlement and this Order, and for any  
25 other necessary purpose; provided, however, that nothing in this paragraph shall restrict the  
26 abilities of the Parties to exercise their rights under Paragraph 17 of this Final Order and  
27 Judgment. The Parties submit to the jurisdiction of the Court for purposes of administration,  
28 construction, consummation, enforcement, and interpretation of the Settlement.

1           15.     The Settlement is binding on, and has *res judicata* and preclusive effect in, all  
2 pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and any  
3 other Identified Class Members, as well as their Related Parties that allege Released claims, as  
4 defined in the Settlement.

5           16.     Neither this Final Order and Judgment, nor the Settlement, nor any other document  
6 referred to herein or therein, nor any action taken to carry out this Final Order and Judgment or  
7 the Settlement is, may be construed as, or may be used as an admission or concession by or  
8 against Defendants of the validity of any claim or any actual or potential fault, wrongdoing or  
9 liability whatsoever. Entering into or carrying out the Settlement, and any negotiations or  
10 proceedings relating to it, shall not in any event (i) be construed as, or deemed evidence of, an  
11 admission or concession as to Plaintiffs' claims or Defendants' denials or defenses, (ii) be offered  
12 or received in evidence in any action or proceeding against any party hereto in any court,  
13 administrative agency or other tribunal for any purpose whatsoever, except (a) as evidence of the  
14 Settlement in an action to enforce the provisions of this Final Order and Judgment or the  
15 Settlement; and (b) in connection with an application to, or for benefits provided by, any PACE  
16 assessment restitution fund that may be created after the date of the Settlement. For the  
17 avoidance of doubt, this Settlement Agreement shall not prevent any class member from applying  
18 for benefits from any fund that California or any municipal or county may establish. This Final  
19 Order and Judgment and the Settlement may be filed in any action against or by any Party or  
20 Identified Class Member to support a defense of *res judicata*, collateral estoppel, release, waiver,  
21 good-faith Settlement, judgment bar or reduction, full faith and credit, or any other theory of  
22 claim preclusion, issue preclusion, or similar defense or counterclaim to the extent allowed by  
23 law.

24           17.     The Parties are authorized, without further approval from the Court, to agree to an  
25 adopt such non-substantive amendments, modifications, or expansions of the Settlement and all  
26 exhibits attached thereto that are consistent with this Final Order and Judgment, and that do not  
27 limit the rights of persons in the Settlement Classes. Any substantive amendments,  
28 modifications, or expansions of the Settlement and the exhibits attached thereto shall require prior

1 approval by the Court.

2 18. There being no just reason for delay, the Court, in the interests of justice, expressly  
3 directs the Clerk of Court to enter this Final Order and Judgment, and hereby decrees that, upon  
4 entry, it be deemed a final judgment.

5

6 **IT IS SO ORDERED.**

7

8 Dated: \_\_\_\_\_

By: \_\_\_\_\_

Hon. William J. Highberger  
Los Angeles Superior Court

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# *EXHIBIT B*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

**If you had a Property Assessed Clean Energy (“PACE”) Assessment with the County of Los Angeles you could receive benefits from a class action settlement.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- The County of Los Angeles (the "County") and Renew Financial ("Renew") have agreed to create a **\$12 million Settlement Fund** to pay compensation to homeowners who had PACE assessments with the County, administered by Renew or Renovate America, between March 1, 2015 and March 31, 2018.
- The homeowners who had these PACE assessments are called “the class.” Each homeowner who is part of the class is called a “Class Member.”
- **You may be eligible to submit a claim for payment from the Settlement Fund.**
- **Your legal rights are affected whether you act or don’t act.** Read this notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>DO NOTHING</b>	If you do nothing, you will remain a Class Member and you will be able to submit a claim to seek payment from the Settlement Fund.

<b>EXCLUDE YOURSELF</b>	If you choose to exclude yourself, you will lose the ability to submit a claim to seek payment from the Settlement Fund, but you can bring your own administrative claim and, once you exhaust your administrative remedies, proceed with a lawsuit regarding your PACE assessment.
<b>OBJECT</b>	Write to the Court about why you don't like the Settlement.
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.
<b>APPEAR THROUGH AN ATTORNEY</b>	If you desire, you may enter an appearance in this case through an attorney at your own expense.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Benefits under the settlement will be provided if the Court approves the settlement, if any appeals relating to the settlement are resolved, and after claim forms and supporting documentation are provided. Please be patient.
- Court-appointed lawyers for the class will ask the Court for up to \$ \_\_\_\_\_ in attorneys' fees and expenses to be paid from the Settlement Fund for investigating the facts, litigating the case, and negotiating the settlement.

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## BASIC INFORMATION

### **1. Why did I get this notice package?**

You received this notice because you have or had a PACE assessment with the County of Los Angeles (“the County”), between March 1, 2015 and March 31, 2018, which was recorded as a lien against your real property.

You received this notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all your options, before the Court decides whether to approve the settlement. This package explains the lawsuit, the settlement, your legal rights, what benefits may be available to you, who is eligible for them, and how to get them.

The Court in charge of this matter is the Superior Court of the State of California, County of Los Angeles. The two cases involved in this settlement are (1) Reginald Nemore, Violeta Senac, Aurelia Millender, and Allen Bowen v. Renovate America, Inc. and the County of Los Angeles (Case No. BC 701810), and (2) Zenia Ocana, Juan Ocana Lau, Violeta Senac, and Maria Alvarez v. Renew Financial Holdings, Inc., Renew Financial Corp. II, and the County of Los Angeles (Case No. BC 701809).

## **2. What is this lawsuit about?**

These lawsuits alleges that, in implementing the PACE program, the County, Renew, and Renovate committed financial elder abuse, entered into an unlawful PACE contract, and breached the PACE contracts. The lawsuit also seeks cancellation of taxes due to your PACE assessment and damages resulting from your PACE assessment.

## WHO IS IN THE SETTLEMENT?

To see if you will get relief from the settlement, including potential payment, you first have to decide if you are a Class Member.

### **3. How do I know if I am part of the settlement?**

A Class Member under this settlement is anyone who fits the following definition:

All homeowners who purportedly entered into a Renew Financial Assessment Contract or Renovate America Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment contract has been recorded as a lien against the homeowner's real property.

### **4. I'm still not sure if I'm included**

If you are still not sure whether you are included, you can ask for free help. You can call \_\_\_\_\_ and ask the Settlement Administrator for further information to help you determine whether you are a Class Member.

## THE SETTLEMENT BENEFITS—WHAT YOU GET

### 5. What does the settlement provide?

The County and Renew have agreed to create a \$12 million fund to pay compensation to homeowners who are part of the settlement.

This settlement provides for four levels of benefits to class members.

Level One (All Class Members): \$500,000 of the Settlement Fund shall be distributed on an equal pro-rata basis to every Class Member who submits a claim. For example, if 1,000 Class Members submit a claim, then each Class Member will receive \$500 from this “Level One” portion of the distribution. Similarly, if 10,000 Class Members submit a claim, then each Class Member will receive \$50 from this Level One portion of the distribution.

In addition, certain Class Members shall be eligible for additional compensation according to the criteria described in the Level Two, Level Three, and Level Four sections below. Those additional amounts will be paid based on the amounts remaining in the \$12 million Settlement Fund after subtracting the \$500,000 Level One distribution, the costs of settlement administration, and any attorneys’ fees and costs the Court may award.

Level Two: All Class Members who had a debt-to-income ratio, after consideration of the PACE assessment, of greater than 50% at the time the PACE assessment was entered.

Level Three: Class Members who meet Level Two criteria and who were 65 years old or older at the time of their PACE assessment; or had limited English proficiency and only received PACE contract related documents in English.

Level Four : Class Members who meet Level Two criteria and who had a debt-to-income ratio, after consideration of the PACE assessment, of greater than 100% at the time the PACE assessment was entered.

Depending on your personal circumstances as documented in any claim you submit, you may be eligible for benefits at Level One, Level Two, Level Three or Level Four. Those eligible for benefits at Levels Two, Three, and Four will receive additional benefits, with the most benefit being received for those at Level Four.

The exact amount each Class Member will receive will depend on how many Class Members submit Claims, the details of those claims, the amount the Court awards in attorney's fees, and the costs of administering the settlement.

**6. What is my debt-to-income ratio?**

Your debt-to-income ratio for use in this settlement is all of your monthly income at the time you first took on your PACE assessment divided by your monthly debt payments at the time you first took on your PACE assessment, including the monthly amount owed on your PACE assessment.

**7. How do I seek compensation under the settlement?**

If you do not exclude yourself and wish to seek compensation under the settlement, you can make a claim for reimbursement by submitting the claim form that will be mailed to you by providing the information requested in that form.

**8. What am I giving up to stay in the Class?**

Unless you exclude yourself, you will be releasing Renew and the County from any and all claims, whether known or unknown, whether based on federal or state law or regulation, whether at law or in equity, including but not limited to claims seeking injunctive relief, declaratory relief, rescission, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever that were asserted, or could have been asserted, against Renew and the County in the *Ocana* case that are based on, arise

from, or relate to any alleged illegality, impropriety, or unfairness of your PACE financing. The following causes of action were asserted in the *Ocana* case: (1) Financial Elder Abuse (against Renew Financial), (2) Financial Elder Abuse (against County), (3) Breach of Contract, (4) Declaratory Relief Re Unlawful Contract (California Civil Code § 1670.5), (5) Declaratory Relief Re Unlawful Contract (California Civil Code § 1668); (6) Violation of Business & Prof. Code § 17200; (7) Cancellation of Taxes; and (8) Declaratory Relief.

Unless you exclude yourself, you will be releasing the County from any and all claims, whether known or unknown, whether based on federal or state law or regulation, whether at law or in equity, including but not limited to claims seeking injunctive relief, declaratory relief, rescission, actual damages, nominal damages, statutory damages, punitive damages, exemplary or multiplied damages, restitution, disgorgement, expenses, attorneys' fees and costs, and/or any other form of consideration whatsoever, that were asserted, or could have been asserted, against the County in the *Nemore* case that are based on, arise from, or relate to any alleged illegality, impropriety, or unfairness of your PACE financing. The following causes of action were asserted in the *Nemore* case: (1) Financial Elder Abuse (against the County), (2) Breach of Contract, (3) Declaratory Relief Re Unlawful Contract (California Civil Code § 1670.5), (4) Declaratory Relief Re Unlawful Contract (California Civil Code § 1668); (5) Violation of Business & Prof. Code § 17200; (6) Cancellation of Taxes; (7) Declaratory Relief; (8) Refund (against the County), in Los Angeles Superior Court Case No. BC 701810 ("*Nemore*").

It also means that all of the Court’s orders will apply to you and legally bind you.

### **EXCLUDING YOURSELF FROM THE SETTLEMENT**

If you don’t want to be included in this settlement, then you must take steps to get out of this case. This is called excluding yourself (“opting out”) from the settlement Class.

#### **9. How do I get out of the settlement?**

To exclude yourself from the settlement, you must send a letter by mail clearly stating that you want to be excluded from the settlement in the *Ocana* and *Nemore* cases. Be sure to include your name, address, telephone number, and your signature. You must mail your exclusion request, postmarked no later than \_\_\_\_\_, 2024, to:

Settlement Administrator  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_

If you ask to be excluded, you cannot get any benefits under the settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit.

**10. If I do not exclude myself, can I sue the County or Renew for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue the County and Renew for actions related to your PACE assessment with the County administered by Renew or Renovate.

If you have a pending lawsuit, speak to your lawyer in that case immediately. You must exclude yourself from *this* Class to continue your own lawsuit.

Remember, the exclusion deadline is \_\_\_\_\_, 2024.

**11. If I exclude myself, can I get benefits from this settlement?**

No. If you exclude yourself, you will not be able to seek coverage through this settlement. But, you may sue, continue to sue, or be part of a different lawsuit against the County or Renew.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in this case?**

Yes. The court appointed Public Counsel, Bet Tzedek, and Hogan Lovells US LLP as Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **13. How will the lawyers get paid?**

Class Counsel will ask the Court for attorneys' fees and costs to be awarded from the \$12 million dollar Settlement Fund. The fees would pay Class Counsel for their fees and expenses in investigating the facts, litigating the case, and negotiating the settlement. The costs to administer the settlement also will come from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT

You can tell the Court that you don't agree with the settlement or some part of it.

### 14. How do I tell the Court I don't like the settlement?

If you are a Class Member, you can object to the settlement if you don't like any part of it. The Court will consider your views. To object, you must send a letter saying that you object to the settlement in the *Ocana* or *Nemore* cases. The letter must include your name, address, telephone number, your signature, and the specific reasons (if any) for each objection, including any legal support you wish to bring to the Court's attention, and any evidence or other information you wish to submit. If you intend to appear at the fairness hearing, either in person or through counsel hired at your expense, your objection must state that as well.

You must mail the objection, postmarked no later than \_\_\_\_\_, 2024, to the Settlement Administrator, as follows:

Settlement Administrator  
P.O. Box \_\_\_\_\_  
\_\_\_\_\_, CA \_\_\_\_\_

If your objection does not comply with the above requirements, your objection may be deemed waived and you may be barred from raising your objection in this lawsuit or any other proceeding.

**15. What is the difference between objecting and excluding?**

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

**THE COURT'S FAIRNESS HEARING**

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

**16. When and where will the Court decide whether to approve the settlement?**

The Court will hold a fairness hearing at \_\_\_\_ on \_\_\_\_\_, \_\_\_\_\_, 2024 in Courtroom \_ of the Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California, 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the hearing, the Court will decide whether to approve the settlement. The Court will also decide how much to award to Class Counsel. We do not know how long these decisions will take.

**17. Do I have to come to the hearing?**

No. Class Counsel will answer questions the Court may have. But you are welcome to come, at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

**18. May I speak at the hearing?**

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter stating that it is your "Notice of Intention to Appear" in the *Ocana* and *Nemore* cases. Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked no later than \_\_\_\_\_, 2024 and be sent to the Settlement Administrator at the address stated above in response to question 16. You cannot speak at the hearing if you have excluded yourself from the Class.

**GETTING MORE INFORMATION**

**19. Are there more details about the settlement?**

This Notice summarizes the proposed settlement. More details are in the settlement agreement. You can get a copy of the settlement agreement by

requesting a copy from the Settlement Administrator at the address stated above in response to question 16.

You can also obtain additional information from two websites:

www.[cite].com and www.publiccounsel.org/[cite]

### IMPORTANT DATES

#### 20. What are the important dates and deadlines relating to this settlement?

<b>Deadline</b>	<b>Event</b>
_____, 2024	Class Counsel will file a motion for approval of attorneys' fees and costs and request for a service award for the Class Representatives.
_____, 2024	Last day to submit a request for exclusion from the proposed Settlement.
_____, 2024	Last day to serve Class Counsel, the County, and Renew with objections to the proposed settlement.
_____, 2024	Last day to return claim form.
_____, 2024	Last day to file Notice of Intent to Appear.
_____, 2024	Final Approval Hearing

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**PROOF OF SERVICE**

I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is Hogan Lovells US LLP, 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067.

On December 18, 2023, I served a copy of the within document(s):

**DECLARATION OF MICHAEL M. MADDIGAN IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

- by transmitting via electronic transmission through Case Anywhere the document(s) listed above to the person(s) at the e-mail address(es) set forth below.
- by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, the United States mail at Los Angeles, California addressed as set forth below.
- by placing the document(s) listed above in a sealed Federal Express envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a Federal Express agent for delivery.
- by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

**SEE ATTACHED SERVICE LIST**

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 18, 2023, at Lancaster, California.



Tiffany de Jonge

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**SERVICE LIST**

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