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1 The Motion by Plaintiffs in Case No. BC 701809, consolidated with Case No. BC
2 701810, (“Plaintiffs”) on behalf of themselves and a proposed class of similarly situated
3 individuals, for preliminary approval of the proposed class action settlement reached with
4 Defendants County of Los Angeles (“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”), came before this Court for hearing on March 25,
7 2024.

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

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

16 2. The Second Amended Complaint in each of the Actions was filed on August 7,
17 2020.

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

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

26 5. For the reasons stated in the Court’s order dated March 25, 2024, the Court finds
27 it appropriate to certify a class for purposes of this settlement, as stated below.

28 The “PACE Class” consists of all homeowners who purportedly entered into a Renew
Financial Assessment Contract or a Renovate America Hero Assessment Contract with

1 Los Angeles County between March 1, 2015 and March 31, 2018, where that assessment
2 contract has been recorded as a lien against the homeowner's real property.

3 As also stated in the Court's March 25, 2024 Order, the Court has appointed Bet Tzedek,
4 Public Counsel, and Hogan Lovells US LLP as counsel for the Class ("Class Counsel").

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

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

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

20 9. The Court has reviewed the notice provisions of Paragraph 10 of the Settlement
21 and the form of the Notice of Proposed Settlement of Class Action and Final Approval Hearing
22 attached to the Settlement as Exhibit A and the revised Class Notice attached as Exhibit A to the
23 Further Supplemental Motion filed on March 22, 2024. The Court has determined that mailing
24 the revised Class Notice to the last known addresses of the Class Members:

- 25 (a) constitutes the best practicable notice under the circumstances;
- 26 (b) is reasonably calculated to apprise Class Members of the pendency of the
27 Litigation and of their right to object to or exclude themselves from the proposed settlement;
- 28 (c) is reasonable and constitutes due, adequate, and sufficient notice to all

1 persons entitled to receive notice; and

2 (d) meets all applicable requirements of the California Code of Civil
3 Procedure, and the California and United States Constitutions.

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

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

8 2. A hearing (the "Final Approval Hearing") will be held on August 9th at 11:00
9 a.m., before the undersigned in the Superior Court for the State of California, County of Los
10 Angeles, to consider the fairness, reasonableness, and adequacy of the proposed Settlement and
11 whether it should be finally approved by the Court.

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

13 4. The Court appoints Plaintiffs Maria Alvarez, Allen Bowen, Aurelia Millender,
14 Reginald Nemore, Zenia Ocana, and Juan Ocana Lau as Class Representatives. These Class
15 Representatives will receive a \$12,500.00 incentive award. In addition, the Court awards
16 Violeta Senac, a former putative Class Representative, a \$12,500.00 incentive award for her past
17 services as a putative Class Representative.

18 5. Defendants and Class Counsel are authorized to:

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

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

23 6. The Court appoints JND as the Settlement Administrator to implement the terms
24 of the Settlement.

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

28 8. The Settlement Administrator shall file proof of the mailing of Notices at or

1 before the Final Approval Hearing.

2 9. Class Counsel shall file their petition for approval of Class Counsel's fees by the
3 time set in the Settlement.

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

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

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

25 13. Any Class Member who files and serves a written objection, as described in
26 Paragraph 11 above, may appear at the Final Approval Hearing, either in person or through
27 counsel hired at the Class Member's expense, to object to the fairness, reasonableness, or
28 adequacy of the Agreement or the proposed Settlement. Class Members or their attorneys who

1 intend to make an appearance at the Final Approval Hearing must deliver a notice of intention to
2 appear to Class Counsel and to Defendants' Counsel, and file that notice with the Court, no later
3 than forty-five (45) calendar days from the date Notice was sent to the Class Members.

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

9 15. Any Class Member who objects to the Settlement will be entitled to all of the
10 benefits of the Settlement if it is approved, as long as the objecting Class Member complies with
11 all requirements of the Agreement.

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

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

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

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

1 of the Agreement.

2 20. This Order shall become null and void, and shall be without prejudice to the
3 rights of the Parties, all of whom shall be restored to their respective positions existing
4 immediately before this Court entered this Order, if: (a) the proposed Settlement is not finally
5 approved by the Court, or does not become final, pursuant to the terms of the Agreement; or (b)
6 the Settlement is terminated in accordance with the terms of Agreement. In the event this
7 occurs, the Settlement and Agreement shall become null and void and be of no further force and
8 effect, and neither the Agreement nor this Order may be used in the Litigation or in any other
9 proceeding for any purpose.

10 21. In no event shall the Settlement or any of its provisions, or any negotiations,
11 statements, or proceedings relating to it be offered as, received as, used as, or deemed to be
12 evidence in the Litigation, any other action, or in any other proceeding, except in a proceeding
13 to enforce the Agreement. Without limiting the foregoing, neither the Agreement nor any related
14 negotiations, statements, or proceedings shall be offered as, used as, or deemed to be evidence
15 or an admission or concession by any person of any matter, including but not limited to any
16 liability or wrongdoing on the part of Defendants.

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

22
23 **IT IS SO ORDERED.**

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25 DATED: ~~THE 10th~~ DEC 10 2018



William F. Highberger

By: William F. Highberger / Judge

Honorable William Highberger
Los Angeles Superior Court Judge