

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/18/2024 11:50 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By C. Perez, Deputy Clerk

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 *Attorneys for Plaintiffs,*
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL**

[Filed concurrently with Declarations of A.
Alvarez, A. Bowen, A. Millender, Z. Ocana, J.
Ocana Lau, R. Nemore, G. Guidetti, and G.
Intrepido-Bowden; *[Proposed]* Order Granting
Preliminary Approval of Class Action
Settlement]

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **BRIEF**

2 On February 14, 2024, Counsel for Plaintiffs Zenia Ocana, Juan Ocana Lau, Violeta Senac,
3 Maria Alvarez, Reginald Nemore, Aurelia Millender, and Allen Bowen (collectively, “Plaintiffs”)
4 and Defendants Renew Financial Holdings and Renew Financial Corp. II (“Renew”) and the
5 County of Los Angeles (collectively, “Defendants”), (together, “the Parties”) appeared before the
6 Court regarding Plaintiffs’ Motion for Preliminary Approval for Preliminary Approval of Class
7 Action Settlement. During the hearing, the Court requested certain materials and clarifications to
8 supplement Plaintiffs’ Motion for Preliminary Approval. Accordingly, Plaintiffs hereby submit
9 the supplemental materials and clarifications and respectfully request that the Court approve the
10 Settlement.

- 11 1. Attached hereto as **Exhibit A** is the First Amendment to the Settlement Agreement
12 (“First Amendment”), which has been executed by Plaintiffs. As of the time of
13 submission, Defendant Los Angeles County has agreed to the First Amendment, but
14 Defendant Renew has not yet agreed or provided comment. As soon as this is
15 received, Plaintiffs will submit to the Court. The First Amendment expresses the
16 Parties’ intent that payments under the settlement be non-taxable to the fullest extent
17 permitted by law. (In Plaintiffs’ view, that non-taxable treatment is appropriate for
18 several reasons, including that the settlement payments involve disputed debts.) The
19 First Amendment also addresses how unclaimed money, such as uncashed checks, will
20 be addressed through the settlement administration.
- 21 2. Attached hereto as **Exhibit B** is the English language claims form intended for
22 distribution to the Class. This form will also be distributed in Spanish. Prior to
23 submission, Defendants were provided with a copy of the claims form.
- 24 3. Consistent with the Court’s instruction on February 14, 2024, Plaintiffs revised the
25 Notice to Class Members of Settlement (the “Notice”) to clarify the attorneys’ fees and
26 settlement administration costs, the amount of the Class Representatives’ incentive
27 awards, and how Notice of Final Judgement will be provided. Plaintiffs further revised
28 the Notice to include additional language from the Settlement Agreement to clarify

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

how the payments will be made to eligible Class Members and how heirs of eligible Class Members can contact the Settlement Administrator if they have any questions. Prior to submission, Defendant Los Angeles County reviewed the revisions and agreed to the revised Notice. Defendant Renew has been provided with the revised Notice. As of the time of submission, Defendant Renew has not yet provided comment or agreed to the revised Notice. As soon as this is received, Plaintiffs will provide an update to the Court. The revised Notice is attached hereto as **Exhibit C**.


4. Declarations from proposed Class Representatives Zenia Ocana, Juan Ocana Lau, Maria Alvarez, Reginald Nemore, Aurelia Millender, and Allen Bowen attesting to their competency, willingness to undertake the duties of class representative, and agreement to the attorneys' fees in this case are attached hereto as **Exhibit D**.
5. A declaration from Ghirlandi Guidetti concerning proposed Class Representative Violeta Senac is attached hereto as **Exhibit E**.
6. Attached hereto as **Exhibit F** is a declaration from the settlement administrator, JND, attesting to their competency to administer the Settlement and explaining their duties in this administration and prior experience with similar matters.

In addition to the above supplemental materials, Plaintiffs provide an updated estimate of the cost of the settlement administration. The cost is expected not to exceed \$300,000 assuming a (high) 60% claims rate. As previously stated, Plaintiffs' counsel have agreed that at least \$10 million of the settlement fund will be available for distribution to class members and that the attorney's fees, costs, and settlement administration costs will not exceed \$2 million. Thus, as a practical matter, the settlement administration costs will be deducted from the attorney's fees award and not from the amount to be received by class members.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HOGAN LOVELLS US LLP

DATED: March 18, 2024

By: 

Michael M. Maddigan, Esq.
Alicia M. Matarese, Esq.
Attorneys for Plaintiffs,
ZENIA OCANA, et al.

EXHIBIT A

FIRST AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

1. Parties.

This First Amendment to the Settlement Agreement and Release, fully executed on or around November 10, 2023, is made as of March __, 2024 by and between Maria Alvarez, Aurelia Millender, Juan Ocana Lau, Zenia Ocana, Reginald Nemore, and Allen Bowen (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 the Settlement Agreement and Release) (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”). Plaintiffs and Defendants are referred to individually as a “Party” and collectively as the “Parties.”

2. Tax Allocation.

To the extent permitted under the law, the Parties agree that payments under this Settlement Agreement shall not be considered taxable. No Party or counsel makes any representation as to the tax treatment or legal effect of any of the Settlement Payment. The Settlement Administrator will not provide 1099s.

3. Unclaimed Payments.

In the event that settlement payments are issued to Class Members who do not claim the funds (i.e. do not cash a check), these funds will return to the Common Fund. Returned funds will be re-distributed by the Administrator to eligible Class Members who previously received a settlement payment and claimed the funds. To the extent any returned funds remain unclaimed after re-distribution, those funds will be escheated to the State. To the extent the cost of redistribution exceeds the funds remaining in the Common Fund, the funds will be escheated to the State.

4. Notice of the Proposed Settlement of Class Action and Final Approval Hearing.

Exhibit A to the Settlement Agreement (“Class Notice”) is hereby replaced with Exhibit A to this Amendment (“Revised Class Notice”).

5. Effect of Amendment.

Except as expressly stated, this Amendment will not revise, alter, or supersede the Parties’ Settlement Agreement and Release, and that Agreement shall continue in full force and effect.

IT IS SO AGREED.

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: 03/18/2024, 2024

Signed: Maria H Alvarez

Print Name: Maria Alvarez

Title: Plaintiff

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: 3/15/2024, 2024

Signed: Allen W. Bowen
Print Name: ALLEN W. BOWEN
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: 3/14/24, 2024

Signed: Aurelia Mullender
Print Name: Aurelia Mullender
Title: PLAINTIFF

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

03/18/2024

Date: _____, 2024

Signed: Juan Ocana Lau

Print Name: Juan Ocana Lau

Title: Plaintiff

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

03/18/2024

Date: _____, 2024

Signed: _____

Print Name: Zenia Ocana

Title: Plaintiff

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: _____, 2024

Signed: _____

Print Name: _____

Title: _____

Date: 3-15, 2024

Signed: *Reginald Nemore*
Print Name: Reginald Nemore
Title: Plaintiff

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

Date: _____, 2024

Signed: _____
Print Name: _____
Title: _____

EXHIBIT A



Superior Court of the State of California,
County of Los Angeles

OCANA, et al. v. RENEW FINANCIAL HOLDINGS, INC., et al.

NEMORE, et al. v. RENOVATE AMERICA, INC., et al.

Case No. BC701809; Related Case No. BC701810

Class Action Notice

Authorized by the Los Angeles Superior Court

**Did you have a
Property
Assessed Clean
Energy (PACE)
Assessment in
L.A. County
between March
1, 2015 and
March 31, 2018?**

**There is a \$12
Million
settlement of a
lawsuit.**

**You may be
entitled to
money.**

**To be part of this
settlement, you
should:**

Read this notice.

Respond by [date].

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: [website].

Table of Contents

I.	About This Notice	3
(a)	Why did I get this notice?	3
(b)	What do I do next?.....	3
(c)	What are the most important dates?.....	3
II.	Learning About the Lawsuit	4
(a)	What is this lawsuit about?	4
(b)	Why is there a settlement in this lawsuit?	4
(c)	What happens next in this lawsuit?	5
III.	Learning About the Settlement	5
(a)	What does the settlement provide?	5
(b)	How do I know if I am part of this settlement?	7
(c)	How much will my payments be?.....	7
IV.	Deciding What to Do	8
(a)	How do I weigh my options?.....	8
V.	Submitting a Claim	10
(a)	How do I get a payment if I am a class member?	10
(b)	Do I have a lawyer in this lawsuit?	10
(c)	Do I have to pay the lawyers in this lawsuit?.....	10
VI.	Opting Out	11
(a)	What if I do not want to be a part of this settlement?	11
(b)	How do I opt out?	11
VII.	Objecting	11
(a)	What if I disagree with the settlement?	11
VIII.	Doing Nothing	12
(a)	What are the consequences of doing nothing?	12
IX.	Key Resources	12
(a)	How do I get more information?	12

I. About This Notice

(a) Why did I get this notice?

This notice is to tell you about the settlement of two class action lawsuits, *Ocana, et al. v. Renew Financial Holdings, Inc., et al.* and *Nemore, et al. v. Renovate America Inc.*, brought on behalf of homeowners who had PACE assessments with the County of Los Angeles, administered by Renew Financial or Renovate America. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

(b) What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	You must submit a claim to receive payment. You will be bound by the settlement.
Do Nothing	Get no payment. Give up rights resolved by settlement.
Opt Out	Get no payment. Allows you to bring another lawsuit against the County of L.A. and/or Renew Financial about the same issues.
Object	Tell the Court why you do not like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

(c) What are the most important dates?

- Your deadline to object or opt out: **[date]**
- Settlement approval hearing: **[date]**
- Your deadline to submit a claim form: **[date]**

II. Learning About the Lawsuit

(a) What is this lawsuit about?

There are two related cases: (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). These lawsuits allege that, in implementing the PACE program, Los Angeles County, Renew, and Renovate committed financial elder abuse, entered into an unlawful PACE contract, and breached the PACE contracts. The lawsuits also sought cancellation of taxes due to PACE assessments and damages resulting from homeowners' PACE assessments.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
[website]

(b) Why is there a settlement in this lawsuit?

In 2022, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the homeowners who brought the case and all members of the settlement class, who are all homeowners who 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. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members.

(c) What happens next in this lawsuit?

The Court will hold a fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Department 10 of the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California, 90012.

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court gives final approval to the settlement. If the Court gives final approval of the settlement, notice of final approval of the settlement will be posted online at [website].

You do not have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

III. Learning About the Settlement

(a) What does the settlement provide?

The settlement pays money to homeowners who entered into a Renew Financial Assessment Contract or Renovate America Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, and whose assessment contract was recorded as a lien against the homeowner's property.

The County of Los Angeles and Renew Financial have agreed to pay \$12 million into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including attorneys' fees and the costs of settlement administration (not to exceed \$2 million in total).

This settlement provides for four levels of benefits to class members who submit claims. Class members may submit one claim per qualifying PACE lien.

Level One (All Class Members): \$500,000 of the Settlement Fund shall be distributed on an equal pro rata basis for every claim submitted. For example, if there are 1,000 claims, then each claim will result in a \$500 payment from this "Level One" portion of the distribution. Similarly, if there are 10,000 claims, then each claim will result in a \$50 payment 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.

To learn how to determine your debt-to-income ratio, visit [website].

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 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.

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 of 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.

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 highest benefit amounts being received by those at Level Four.

In addition to the payments described above, Class Representatives will receive an incentive award in the amount of \$12,500. This incentive award will be deducted from part of the Settlement Fund available to Class Members.

Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue L.A. County or Renew Financial for the same issues in this lawsuit. The full terms of the release can be found at [website].

(b) How do I know if I am part of this 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.

If you are the heir of a homeowner who you believe meets the above definition, please contact the Settlement Administrator at: [placeholder].

(c) How much will my payments be?

The exact amount each Class Member will receive will depend on how many claims are submitted by Class Members, the details of those claims, the amount the Court awards in attorneys' fees, other amounts a class member may already have received from another source related to his or her PACE assessment, and the costs of administering the settlement.

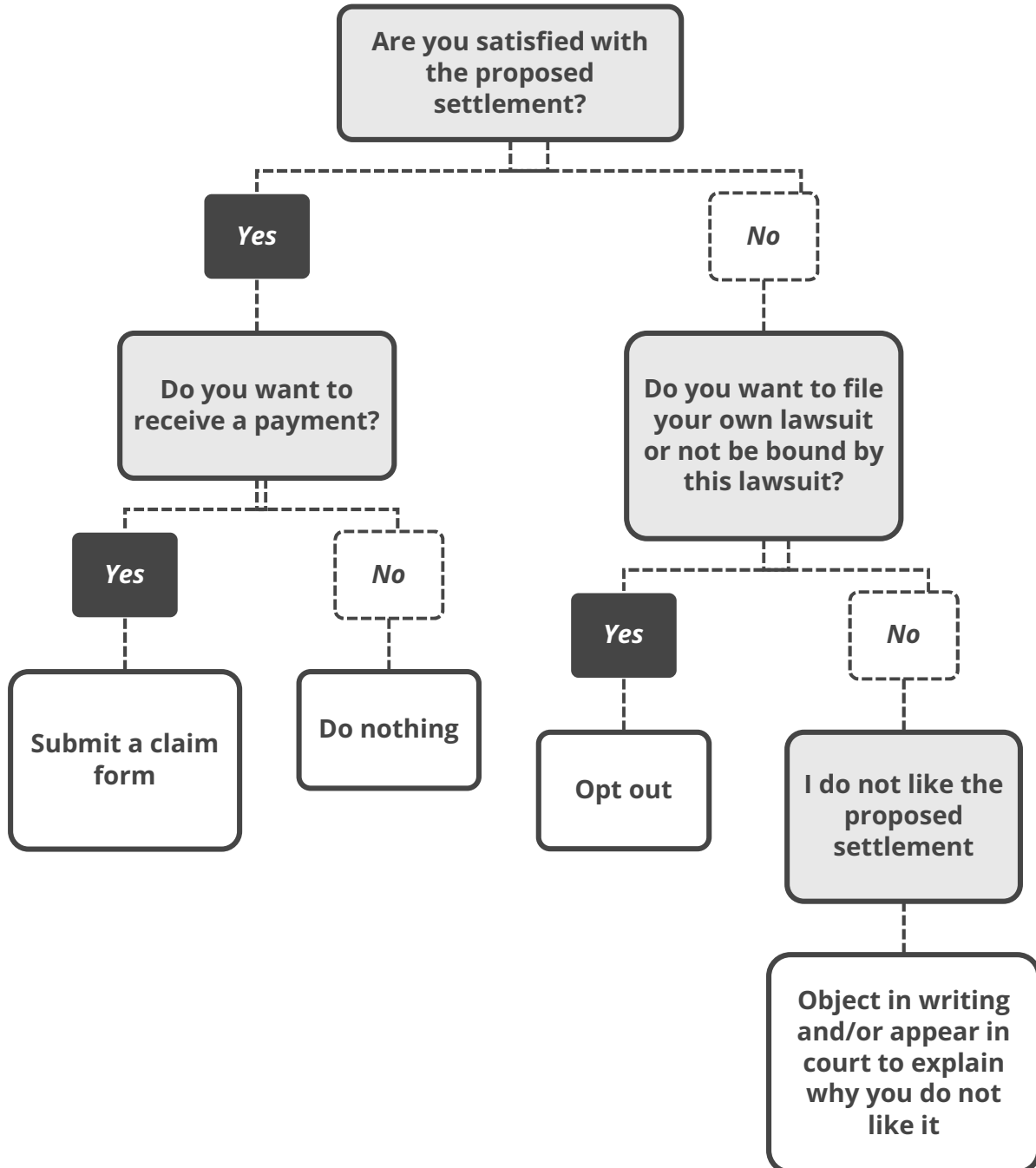
IV. Deciding What to Do

(a) How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

Choose the best path for you:



V. Submitting a Claim

(a) How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed claim form for each qualifying PACE lien to the Settlement Administrator online or download a claim form for each qualifying PACE lien at [website] and mail it to the Settlement Administrator (see Section IX(a)).

(b) Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Public Counsel, Bet Tzedek, and Hogan Lovells US LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

(c) Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. You will not have to pay the lawyers directly. To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of no more than \$2 Million total in attorneys' fees including the reimbursement of court costs, out-of-pocket expenses, and the costs of settlement administration.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$12,500 to each of the Class Representatives for the time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

VI. Opting Out

(a) What if I do not want to be a part of this settlement?

You can opt out. If you opt out, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

(b) How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

VII. Objecting

(a) What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but do not want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but do not need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number ([case name and number here])

- (3) includes your full name, address, telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

[Settlement Administrator]	Superior Court of California,
[Street address]	County of Los Angeles
[City, State, Zip Code]	Spring Street Courthouse
[Phone Number]	[Street address]
	[City, State, Zip Code]

VIII. Doing Nothing

(a) What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions. That means you will not be able to start, continue, or be part of any other lawsuit against Defendants County of Los Angeles, Renew Financial Holdings, Inc., a Delaware Corporation, and Renew Financial Corp. II, a Pennsylvania Corporation, about the issues in this case. Please see the settlement agreement, which can be found at [website] for a full description of the claims and persons who will be released if this settlement is approved.

IX. Key Resources

(a) How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here: [website]. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [website]

- access the Court Electronic Records (LA Superior Court Case Summary) system online or by visiting the Clerk’s office of the Court (address below).

Resource	Contact Information
Case Website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	[Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code]
Court (DO NOT CONTACT)	[Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code] [U.S. District Court] [Name of Courthouse] [Street address] [City, State, Zip Code]

EXHIBIT B

PROPERTY ASSESSED CLEAN ENERGY (“PACE”) CLASS ACTION

Please fill out one Claim Form for **each** PACE lien you entered. To file online or get another copy of this Claim Form, please visit at [www.placeholder.com]. Submitting a Claim Form does not guarantee that you will receive benefits.

Name: _____
First MI Last

DOB (MM/DD/YYYY): _____ Phone Number: _____

Current Mailing Address: _____
Street

City State Zip

Address Associated with PACE Lien: _____
Street

City State Zip

1. Are you fluent in written and spoken English? _____ Did you receive your PACE assessment documents only in English? _____
2. What date did you enter into your PACE assessment contract? _____
3. How many individuals were in your household **at the time you entered into your** PACE assessment contract? _____
4. What was your **household income on a monthly basis at the time you entered into** your PACE assessment contract? (Using gross numbers, before taxes and other deductions, please include your income and the income of any other person on the title to the home.) \$ _____
5. What was your **household debt on a monthly basis at the time you entered into your** PACE assessment contract? (Please include your debt and the debt of any other person on the title to the home including your monthly mortgage payment(s), any additional taxes and insurance, your previous monthly property taxes (1/12th of annual cost), the monthly cost of home insurance (1/12th annual cost), credit card balance payment(s) (the minimum monthly payment), child/marital support payment, any payday/title loan payment(s), student loan payment(s), car payment(s), previous PACE lien(s), and any other debt.) \$ _____
6. How much compensation have you **received**, if any, for your PACE lien previously? (This may include payments received from, for example, other settlements or the Solar Restitution Fund.) \$ _____
7. If eligible for funds, how do you wish to be paid? Check Venmo Zelle PayPal
E-mail associated with Venmo/Zelle/PayPal: _____
Phone Number associated with Venmo/Zelle: _____

For your protection, California law requires the following to appear on this form: Any person who knowingly presents a false or fraudulent reimbursement for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

I AFFIRM THAT I HAVE PROVIDED TRUE AND ACCURATE INFORMATION ON THIS CLAIM. I UNDERSTAND THIS CLAIM IS SUBJECT TO REVIEW AND VERIFICATION, AND THAT THE SETTLEMENT ADMINISTRATOR MAY REQUEST THAT I SUBMIT ADDITIONAL INFORMATION TO SUPPORT MY CLAIM FOR REIMBURSEMENT.

Signature

Date

When you have completed this Claim Form, please mail it directly to the Settlement Administrator at [XXX Main Street, Los Angeles, California 90010] or submit this form online at [www.placeholder.com].



EXHIBIT C



Superior Court of the State of California,
County of Los Angeles

OCANA, et al. v. RENEW FINANCIAL HOLDINGS, INC., et al.

NEMORE, et al. v. RENOVATE AMERICA, INC., et al.

Case No. BC701809; Related Case No. BC701810

Class Action Notice

Authorized by the Los Angeles Superior Court

**Did you have a
Property
Assessed Clean
Energy (PACE)
Assessment in
L.A. County
between March
1, 2015 and
March 31, 2018?**

**There is a \$12
Million
settlement of a
lawsuit.**

**You may be
entitled to
money.**

**To be part of this
settlement, you
should:**

Read this notice.

Respond by [date].

Important things to know:

- If you take no action, you will still be bound by the settlement, and your rights will be affected.
- You can learn more at: [website].

Table of Contents

I.	About This Notice	3
(a)	Why did I get this notice?	3
(b)	What do I do next?.....	3
(c)	What are the most important dates?.....	3
II.	Learning About the Lawsuit	4
(a)	What is this lawsuit about?	4
(b)	Why is there a settlement in this lawsuit?	4
(c)	What happens next in this lawsuit?	5
III.	Learning About the Settlement	5
(a)	What does the settlement provide?	5
(b)	How do I know if I am part of this settlement?	7
(c)	How much will my payments be?.....	7
IV.	Deciding What to Do	8
(a)	How do I weigh my options?.....	8
V.	Submitting a Claim	10
(a)	How do I get a payment if I am a class member?	10
(b)	Do I have a lawyer in this lawsuit?	10
(c)	Do I have to pay the lawyers in this lawsuit?.....	10
VI.	Opting Out	11
(a)	What if I do not want to be a part of this settlement?	11
(b)	How do I opt out?	11
VII.	Objecting	11
(a)	What if I disagree with the settlement?	11
VIII.	Doing Nothing	12
(a)	What are the consequences of doing nothing?	12
IX.	Key Resources	12
(a)	How do I get more information?	12

I. About This Notice

(a) Why did I get this notice?

This notice is to tell you about the settlement of two class action lawsuits, *Ocana, et al. v. Renew Financial Holdings, Inc., et al.* and *Nemore, et al. v. Renovate America Inc.*, brought on behalf of homeowners who had PACE assessments with the County of Los Angeles, administered by Renew Financial or Renovate America. **You received this notice because you may be a member of the group of people affected, called the “class.”** This notice gives you a summary of the terms of the proposed settlement agreement, explains what rights class members have, and helps class members make informed decisions about what action to take.

(b) What do I do next?

Read this notice to understand the settlement and to determine if you are a class member. Then, decide if you want to:

Options	More information about each option
Submit a Claim Form	You must submit a claim to receive payment. You will be bound by the settlement.
Do Nothing Opt Out	Get no payment. Give up rights resolved by settlement. Get no payment. Allows you to bring another lawsuit against the County of L.A. and/or Renew Financial about the same issues.
Object	Tell the Court why you do not like the settlement.

Read on to understand the specifics of the settlement and what each choice would mean for you.

(c) What are the most important dates?

Your deadline to object or opt out: **[date]**
Settlement approval hearing: **[date]**
Your deadline to submit a claim form: **[date]**

II. Learning About the Lawsuit

(a) What is this lawsuit about?

There are two related cases: (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). These lawsuits allege that, in implementing the PACE program, Los Angeles County, Renew, and Renovate committed financial elder abuse, entered into an unlawful PACE contract, and breached the PACE contracts. The lawsuits also sought cancellation of taxes due to PACE assessments and damages resulting from homeowners' PACE assessments.

Where can I learn more?

You can get a complete copy of the proposed settlement and other key documents in this lawsuit at:
[website]

(b) Why is there a settlement in this lawsuit?

In 2022, the parties agreed to settle, which means they have reached an agreement to resolve the lawsuit. Both sides want to avoid the risk and expense of further litigation.

The settlement is on behalf of the homeowners who brought the case and all members of the settlement class, who are all homeowners who 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. The Court has not decided this case in favor of either side.

What is a class action settlement?

A class action settlement is an agreement between the parties to resolve and end the case. Settlements can provide money to class members.

(c) What happens next in this lawsuit?

The Court will hold a fairness hearing to decide whether to approve the settlement. The hearing will be held at:

Where: Department 10 of the Spring Street Courthouse, 312 N. Spring Street, Los Angeles, California, 90012.

When: [time] on [date].

The Court has directed the parties to send you this notice about the proposed settlement. Because the settlement of a class action decides the rights of all members of the proposed class, the Court must give final approval to the settlement before it can take effect. Payments will only be made if the Court gives final approval to the settlement. If the Court gives final approval of the settlement, notice of final approval of the settlement will be posted online at [website].

You do not have to attend, but you may at your own expense. You may also ask the Court for permission to speak and express your opinion about the settlement. If the Court does not approve the settlement or the parties decide to end it, it will be void and the lawsuit will continue. The date of the hearing may change without further notice to members of the class. To learn more and confirm the hearing date, go to [website].

III. Learning About the Settlement

(a) What does the settlement provide?

The settlement pays money to homeowners who entered into a Renew Financial Assessment Contract or Renovate America Assessment Contract with Los Angeles County between March 1, 2015 and March 31, 2018, and whose assessment contract was recorded as a lien against the homeowner's property.

The County of Los Angeles and Renew Financial have agreed to pay \$12 million into a settlement fund. This money will be divided among the class members and will also be used to pay for costs and fees approved by the Court, including attorneys' fees and the costs of settlement administration (not to exceed \$2 million in total).

This settlement provides for four levels of benefits to class members who submit claims. Class members may submit one claim per qualifying PACE lien.

Level One (All Class Members): \$500,000 of the Settlement Fund shall be distributed on an equal pro rata basis for every claim submitted. For example, if there are 1,000 claims, then each claim will result in a \$500 payment from this "Level One" portion of the distribution. Similarly, if there are 10,000 claims, then each claim will result in a \$50 payment 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.

To learn how to determine your debt-to-income ratio, visit [\[website\]](#).

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 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.

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 of 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.

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 highest benefit amounts being received by those at Level Four.

In addition to the payments described above, Class Representatives will receive an incentive award in the amount of \$12,500. This incentive award will be deducted from part of the Settlement Fund available to Class Members.

Members of the settlement class will “release” their claims as part of the settlement, which means they cannot sue L.A. County or Renew Financial for the same issues in this lawsuit. The full terms of the release can be found at [website].

(b) How do I know if I am part of this 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.

If you are the heir of a homeowner who you believe meets the above definition, please contact the Settlement Administrator at: [placeholder].

(c) How much will my payments be?

The exact amount each Class Member will receive will depend on how many claims are submitted by Class Members, the details of those claims, the amount the Court awards in attorneys' fees, other amounts a class member may already have received from another source related to his or her PACE assessment, and the costs of administering the settlement.

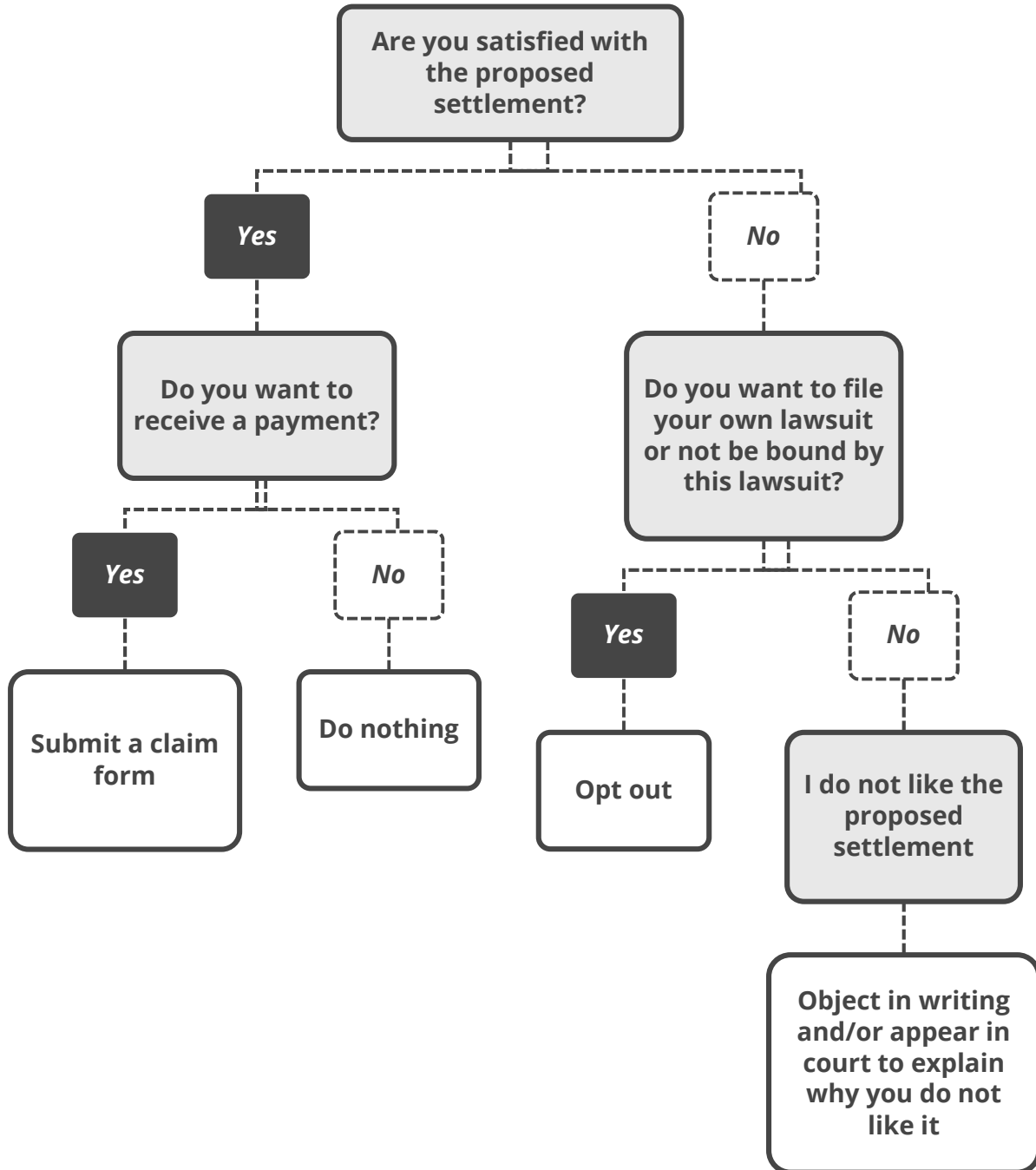
IV. Deciding What to Do

(a) How do I weigh my options?

You have four options. You can stay in the settlement and submit a claim, you can opt out of the settlement, you can object to the settlement, or you can do nothing. This chart shows the effects of each option:

	Submit a Claim	Opt out	Object	Do Nothing
Can I receive settlement money if I . . .	YES	NO	YES	NO
Am I bound by the terms of this lawsuit if I . . .	YES	NO	YES	YES
Can I pursue my own case if I . . .	NO	YES	NO	NO
Will the class lawyers represent me if I . . .	YES	NO	NO	YES

Choose the best path for you:



V. Submitting a Claim

(a) How do I get a payment if I am a class member?

If you wish to receive money, you must submit a completed claim form for each qualifying PACE lien to the Settlement Administrator online or download a claim form for each qualifying PACE lien at [website] and mail it to the Settlement Administrator (see Section IX(a)).

(b) Do I have a lawyer in this lawsuit?

In a class action, the court appoints class representatives and lawyers to work on the case and represent the interests of all the class members. For this settlement, the Court has appointed the following individuals and lawyers.

Your lawyers: Public Counsel, Bet Tzedek, and Hogan Lovells US LLP. These are the lawyers who negotiated this settlement on your behalf.

If you want to be represented by your own lawyer, you may hire one at your own expense.

(c) Do I have to pay the lawyers in this lawsuit?

Lawyers' fees and costs will be paid from the Settlement Fund. You will not have to pay the lawyers directly. To date, your lawyers have not been paid any money for their work or the expenses that they have paid for the case. To pay for some of their time and risk in bringing this case without any guarantee of payment unless they were successful, your lawyers will request, as part of the final approval of this Settlement, that the Court approve a payment of no more than \$2 Million total in attorneys' fees including the reimbursement of court costs, out-of-pocket expenses, and the costs of settlement administration.

Lawyers' fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers' fees even if you think the settlement terms are fair.

Your lawyers will also ask the Court to approve a payment of \$12,500 to each of the Class Representatives for the time and effort they contributed to the case. If approved by the Court, this will be paid from the Settlement Fund.

VI. Opting Out

(a) What if I do not want to be a part of this settlement?

You can opt out. If you opt out, you will not receive payment and cannot object to the settlement. However, you will not be bound or affected by anything that happens in this lawsuit and may be able to file your own case.

(b) How do I opt out?

To opt out of the settlement, you must complete the opt out form included with this notice and mail it by [date] to the Settlement Administrator at:

[Settlement Administrator]
[Street address]
[City, State, Zip Code]
[Phone Number]

Be sure to include your name, address, telephone number, and signature.

VII. Objecting

(a) What if I disagree with the settlement?

If you disagree with any part of the settlement (including the lawyers' fees) but do not want to opt out, you may object. You must give reasons why you think the Court should not approve it and say whether your objection applies to just you, a part of the class, or the entire class. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement. You may, but do not need to, hire your own lawyer to help you.

To object, you must send a letter to the Court that:

- (1) is postmarked by [date];
- (2) includes the case name and number ([case name and number here])

- (3) includes your full name, address, telephone number, and email address (if you have one);
- (4) states the reasons for your objection;
- (5) says whether either you or your lawyer intend to appear at the final approval hearing and your lawyer's name;
- (6) your signature.

Mail the letter to:

[Settlement Administrator]	Superior Court of California,
[Street address]	County of Los Angeles
[City, State, Zip Code]	Spring Street Courthouse
[Phone Number]	[Street address]
	[City, State, Zip Code]

VIII. Doing Nothing

(a) What are the consequences of doing nothing?

If you do nothing, you will not get any money, but you will still be bound by the settlement and its “release” provisions. That means you will not be able to start, continue, or be part of any other lawsuit against Defendants County of Los Angeles, Renew Financial Holdings, Inc., a Delaware Corporation, and Renew Financial Corp. II, a Pennsylvania Corporation, about the issues in this case. Please see the settlement agreement, which can be found at [website] for a full description of the claims and persons who will be released if this settlement is approved.

IX. Key Resources

(a) How do I get more information?

This notice is a summary of the proposed settlement. The complete settlement with all its terms can be found here: [website]. To get a copy of the settlement agreement or get answers to your questions:

- contact your lawyer (information below)
- visit the case website at [website]

- access the Court Electronic Records (LA Superior Court Case Summary) system online or by visiting the Clerk’s office of the Court (address below).

Resource	Contact Information
Case Website	[website]
Settlement Administrator	[Settlement Administrator] [Street address] [City, State, Zip Code] [Phone Number]
Your Lawyers	[Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code] [Law Firm] [Law Firm email address] [Street address] [City, State, Zip Code]
Court (DO NOT CONTACT)	[U.S. District Court] [Name of Courthouse] [Street address] [City, State, Zip Code]

EXHIBIT D

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF MARIA ALVAREZ
IN SUPPORT OF SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **DECLARATION OF MARIA ALVAREZ IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, Maria Alvarez, declare:

4 1. I am a named plaintiff in case number BC701809. I am 64 years old, have
5 personal knowledge of the facts stated in this declaration and would, if called as a witness,
6 competently testify to those facts.

7 2. I am a resident of Pasadena in Los Angeles County, where I have lived for about
8 35 years. I have lived in my current home for about 23 years.

9 3. In or around January 2016 I agreed to the installation of solar panels, artificial
10 turf, and some exterior paint on my home at 2028 N. Summit Avenue. I did not understand at
11 the time that the home improvements were being financed through a PACE loan through
12 Renew Financial. I did not understand the loan would be recorded as a lien on my home or
13 payable with my property taxes. I only understood this after I received my property tax
14 assessment at the end of the year.

15 4. My native language is Spanish and I am not able to comfortably or effectively
16 read or communicate in English. All of the PACE documents I received were in English, so I
17 did not understand them.

18 5. In or around July 2017 I contacted Public Counsel for assistance related to the
19 PACE lien, which I did not understand and could not afford.

20 6. I agreed to participate in this class action to help other homeowners with PACE
21 loans in situations similar to mine.

22 7. When I agreed to be a named plaintiff, I understood that I would need to
23 cooperate with the attorneys and other plaintiffs to develop and advance the case. I have done
24 that and been actively engaged in the case.

25 8. For example, I pulled together and provided the lawyers all of my PACE
26 documents. I have spent many hours talking to my attorneys at Public Counsel to describe what
27 happened to me, to answer questions they asked as they were developing the case and to stay
28 informed about the case as it progressed. In addition, I attended two or three in-person meetings

1 with our lawyers and the other named plaintiffs and I went to court twice.

2 9. When I agreed to be a named plaintiff, I also understood and agreed that the
3 court might appoint me as a class representative and that carries important duties and
4 responsibilities. In particular, I understood and agreed that, as a class representative, I would
5 represents the interests of all class members in the lawsuit and must always consider the
6 interests of the class as a whole, not just my own personal interests.

7 10. As a named plaintiff, I have done my best to represent the interests of everyone
8 in the class. If appointed as a class representative, I will continue to honor this important
9 commitment.

10 11. I agreed to and signed the Settlement Agreement in this case on January 18,
11 2023.

12 12. I understand that the settlement agreement is for \$12 million dollars and will
13 create a \$10 million fund to be shared by class members who are the other people who had
14 PACE loans with Renew Financial or Renovate America and with Los Angeles County between
15 March 1, 2015 and March 31, 2018 and who had an assessment contract recorded as a lien
16 against their property.

17 13. Of the \$10 million for class members, I understand that \$500,000 will be
18 distributed on an equal proportionate basis among all class members who submit claims

19 14. In addition, I understand that some class members who submit claims will
20 receive additional awards based on whether: (i) they were 65 years old or older at the time of
21 their PACE assessment, (ii) they had limited English proficiency and only received PACE
22 contract related documents in English; and (iii) the ratio of the class member's debt to their
23 income when the PACE assessment was recorded.

24 15. I understand that the class representatives will also receive a \$12,500 incentive
25 award for our work on the case.

26 16. I understand that the attorneys representing the class – Bet Tzedek, Public
27 Counsel, and Hogan Lovells US LLP – will receive no more than \$2 million of the \$12 million
28 dollar settlement.

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

3
4 Executed the 29 day of February 2024 at Pasadena, California.

5
6
7
8 

9 _____
10 Maria Alvarez

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 **DECLARATION OF MARIA ALVAREZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT Release** into Spanish to the best of my abilities for Maria Alvarez.

Executed on February 29, 2024 in Pasadena, California.

Maria Cabadas

Maria Cabadas
Senior Paralegal
Consumer Rights and Economic Justice
PUBLIC COUNSEL

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF ALLEN BOWEN
IN SUPPORT OF SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **DECLARATION OF ALLEN BOWEN IN SUPPORT OF**
2 **PLAINTIFFS’ MOTION FOR PRELIMINARY APPROVAL OF**
3 **CLASS ACTION SETTLEMENT**

4 I, Allen Bowen, declare:

5 1. I am a named plaintiff in this PACE class action (case
6 number BC701810). I am 75 years old. I know about the things I say in
7 this declaration and could explain them to the Court.

8 2. I am a resident of Los Angeles County. I have lived in my
9 house at 2001 W. 78th Street in Los Angeles since 2016.

10 3. Around 2017, when I was 69 years old, I agreed to
11 improvements on my home. I did not know I was agreeing to a PACE
12 loan.

13 4. In 2017, I contacted Bet Tzedek for help with my PACE
14 loan. I agreed to be part of this class action to help other homeowners
15 like me with PACE loans.

16 5. I have spent many hours helping with the case by talking to
17 my attorneys at Bet Tzedek to describe what happened to me, answering
18 their questions and staying informed about the case. I've been really
19 involved, and want to continue to help the case for the class.

20 6. When I agreed to be part of this case, I understood and
21 agreed that the court might appoint me as a class representative to
22 represent the interests of all class members, not just my own personal
23 interests.

24 7. I have done my best to represent the interests of everyone in
25 the class. If appointed as a class representative, I will continue to do so.

26 8. I agreed to and signed the Settlement Agreement in this case
27 on February 13, 2023.

28 9. I understand that the settlement agreement is for \$12 million

1 dollars. \$10 million will be shared by all the class members. The other
2 \$2 million will cover the costs of the case, including attorneys' fees,
3 which will be split by Public Counsel, Bet Tzedek, and Hogan Lovells.

4 10. I understand that each class representatives will also receive
5 \$12,500 for our work on the case.

6

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

9

10 Executed the 15th day of March 2024 at Los Angeles, California.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

DocuSigned by:

Allen Bowen

7BE1BA10EDDD446...

Allen Bowen

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF AURELIA
MILLENDER IN SUPPORT OF
SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **DECLARATION OF AURELIA MILLENDER IN SUPPORT OF PLAINTIFFS'**
2 **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, Aurelia Millender, declare:

4 1. I am a named plaintiff in case number BC701810. I am 87 years old, have
5 personal knowledge of the facts stated in this declaration and would, if called as a witness,
6 competently testify to those facts.

7 2. I am a resident of Los Angeles in Los Angeles County, where I have lived for
8 most of my life, and I've lived in my current hose for about 40 years.

9 3. In or around August 31, 2016 and November 20, 2016, I agreed to some exterior
10 paint, which supposedly would lower the temperature inside my home on hot days, one
11 replacement window, and roof shingles that supposedly would also lower the summertime
12 temperature inside my home at 2057 W. 71st Street in Los Angeles.

13 4. I did not know at the time that the home improvements were being financed
14 through two PACE loans through Renovate America. I did not understand the loans would be
15 recorded as two liens on my home or payable with my property taxes. I only understood this
16 after I received my property tax assessment at the end of the year. At the time I agreed to have
17 the improvements made on my home, I was 80 years old.

18 5. In or around November 2017 I contacted Public Counsel for assistance related to
19 the PACE liens, which I did not understand and could not afford.

20 6. I agreed to participate in this class action to help other homeowners with PACE
21 loans in situations similar to mine.

22 7. When I agreed to be a named plaintiff, I understood that I would need to
23 cooperate with the attorneys and other plaintiffs to develop and advance the case. I have done
24 that and been actively engaged in the case.

25 8. For example, I pulled together and provided the lawyers all of my PACE
26 documents. I have spent many hours talking to my attorneys at Public Counsel to describe what
27 happened to me, to answer questions they asked as they were developing the case and to stay
28 informed about the case as it progressed. I could not always attend meetings with the other

1 named plaintiffs, but would talk to the lawyers before and after those meetings to give my input
2 and make sure I understood what was happening with the case.

3 9. When I agreed to be a named plaintiff, I also understood and agreed that the
4 court might appoint me as a class representative and that carries important duties and
5 responsibilities. In particular, I understood and agreed that, as a class representative, I would
6 represents the interests of all class members in the lawsuit and must always consider the
7 interests of the class as a whole, not just my own personal interests.

8 10. As a named plaintiff, I have done my best to represent the interests of everyone
9 in the class. If appointed as a class representative, I will continue to honor this important
10 commitment.

11 11. I agreed to and signed the Settlement Agreement in this case on January 6, 2023.

12 12. I understand that the settlement agreement is for \$12 million dollars and will
13 create a \$10 million fund to be shared by class members who are the other people who had
14 PACE loans with Renew Financial or Renovate America and with Los Angeles County between
15 March 1, 2015 and March 31, 2018 and who had an assessment contract recorded as a lien
16 against their property.

17 13. Of the \$10 million for class members, I understand that \$500,000 will be
18 distributed on an equal proportionate basis among all class members who submit claims.

19 14. In addition, I understand that some class members who submit claims will
20 receive additional awards based on whether: (i) they were 65 years old or older at the time of
21 their PACE assessment, (ii) they had limited English proficiency and only received PACE
22 contract related documents in English; and (iii) the ratio of the class member's debt to their
23 income when the PACE assessment was recorded.

24 15. I understand that the class representatives will also receive a \$12,500 incentive
25 award for our work on the case.

26 16. I understand that the attorneys representing the class – Bet Tzedek, Public
27 Counsel, and Hogan Lovells US LLP – will receive no more than \$2 million of the \$12 million
28 dollar settlement.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Executed the 29 day of February 2024 at Los Angeles, California.


Aurelia Millender

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF ZENIA OCANA
IN SUPPORT OF SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION
FOR PRELIMINARY APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **DECLARATION OF ZENIA OCANA IN SUPPORT OF PLAINTIFFS' MOTION FOR**
2 **PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, Zenia Ocana, declare:

4 1. I am a the first named plaintiff in case number BC701809. I am 54 years old,
5 have personal knowledge of the facts stated in this declaration and would, if called as a
6 witness, competently testify to those facts.

7 2. I am a resident of Los Angeles, in Los Angeles County, where I have lived for 35
8 years. I have been in my current home for 23 years.

9 3. In or around May 2016 I agreed to have solar panels installed on my home at
10 12619 Victory Boulevard in North Hollywood. I did not understand at the time that the home
11 improvements were being financed through a PACE loan through Renew Financial. I did not
12 understand the loans would be recorded as a lien on my home or payable with my property
13 taxes. I only understood this after I received my property tax assessment at the end of the year.

14 4. My native language is Spanish and I am not able to comfortably or effectively
15 read or communicate in English. All of the PACE documents I received were in English, so I
16 did not understand them.

17 5. In or around April 2017 I contacted Public Counsel for assistance related to the
18 PACE liens, which I did not understand and could not afford.

19 6. I agreed to participate in this class action to help other homeowners with PACE
20 loans in situations similar to mine.

21 7. When I agreed to be a named plaintiff, I understood that I would need to
22 cooperate with the attorneys and other plaintiffs to develop and advance the case. I have done
23 that and been actively engaged in the case.

24 8. For example, I pulled together and provided the lawyers all of my PACE
25 documents. I have spent many hours talking to my attorneys at Public Counsel to describe what
26 happened to me, to answer questions they asked as they were developing the case and to stay
27 informed about the case as it progressed. In addition, I attended [a] meeting[s] with the other
28 named plaintiffs, went to the hearing on demurrer in May 2019, and a client meeting at Bet

1 Tzedek on February 10, 2020.

2 9. When I agreed to be a named plaintiff, I also understood and agreed that the
3 court might appoint me as a class representative and that carries important duties and
4 responsibilities. In particular, I understood and agreed that, as a class representative, I would
5 represents the interests of all class members in the lawsuit and must always consider the
6 interests of the class as a whole, not just my own personal interests.

7 10. As a named plaintiff, I have done my best to represent the interests of everyone
8 in the class. If appointed as a class representative, I will continue to honor this important
9 commitment.

10 11. I agreed to and signed the Settlement Agreement in this case on January 8, 2023.

11 12. I understand that the settlement agreement is for \$12 million dollars and will
12 create a \$10 million fund to be shared by class members who are the other people who had
13 PACE loans with Renew Financial or Renovate America and with Los Angeles County between
14 March 1, 2015 and March 31, 2018 and who had an assessment contract recorded as a lien
15 against their property.

16 13. Of the \$10 million for class members, I understand that \$500,000 will be
17 distributed on an equal proportionate basis among all class members who submit claims

18 14. In addition, I understand that some class members who submit claims will
19 receive additional awards based on whether: (i) they were 65 years old or older at the time of
20 their PACE assessment, (ii) they had limited English proficiency and only received PACE
21 contract related documents in English; and (iii) the ratio of the class member's debt to their
22 income when the PACE assessment was recorded.

23 15. I understand that the class representatives will also receive a \$12,500 incentive
24 award for our work on the case.

25 16. I understand that the attorneys representing the class – Bet Tzedek, Public
26 Counsel, and Hogan Lovells US LLP – will receive no more than \$2 million of the \$12 million
27 dollar settlement.

28 I declare under penalty of perjury under the laws of the State of California that the

1 foregoing is true and correct.

2

3 Executed the 29 day of February 2024 at Los Angeles, California.

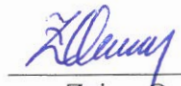
4

5

6

7

8



Zeina Ocana

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

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 **DECLARATION OF ZENIA OCANA IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT Release** into Spanish to the best of my abilities for Zenia Ocana.

Executed on February 29, 2024 in Los Angeles, California.

Maria Cabadas

Maria Cabadas
Senior Paralegal
Consumer Rights and Economic Justice
PUBLIC COUNSEL

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF JUAN OCANA LAU
IN SUPPORT OF SUPPLEMENTAL
BRIEF IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **DECLARATION OF JUAN OCANA LAU IN SUPPORT OF PLAINTIFFS' MOTION**
2 **FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

3 I, Juan Ocana Lau, declare:

4 1. I am a named plaintiff in case number BC701809. I am 57 years old, have
5 personal knowledge of the facts stated in this declaration and would, if called as a witness,
6 competently testify to those facts.

7 2. I am a resident of Los Angeles, in Los Angeles County, where I have lived for 35
8 years. I have been in my current home for 23 years.

9 3. In or around May 2016 I agreed to have solar panels installed on my home at
10 12619 Victory Boulevard in North Hollywood. I did not understand at the time that the home
11 improvements were being financed through a PACE loan through Renew Financial. I did not
12 understand the loans would be recorded as a lien on my home or payable with my property
13 taxes. I only understood this after I received my property tax assessment at the end of the year.

14 4. My native language is Spanish and I am not able to comfortably or effectively
15 read or communicate in English. All of the PACE documents I received were in English, so I
16 did not understand them.

17 5. In or around April 2017 I contacted Public Counsel for assistance related to the
18 PACE liens, which I did not understand and could not afford.

19 6. I agreed to participate in this class action to help other homeowners with PACE
20 loans in situations similar to mine.

21 7. When I agreed to be a named plaintiff, I understood that I would need to
22 cooperate with the attorneys and other plaintiffs to develop and advance the case. I have done
23 that and been actively engaged in the case.

24 8. For example, I pulled together and provided the lawyers all of my PACE
25 documents. I have spent many hours talking to my attorneys at Public Counsel to describe what
26 happened to me, to answer questions they asked as they were developing the case and to stay
27 informed about the case as it progressed. In addition, I attended [a] meeting[s] with the other
28 named plaintiffs, went to the hearing on demurrer in May 2019, and a client meeting at Bet

1 Tzedek on February 10, 2020.

2 9. When I agreed to be a named plaintiff, I also understood and agreed that the
3 court might appoint me as a class representative and that carries important duties and
4 responsibilities. In particular, I understood and agreed that, as a class representative, I would
5 represents the interests of all class members in the lawsuit and must always consider the
6 interests of the class as a whole, not just my own personal interests.

7 10. As a named plaintiff, I have done my best to represent the interests of everyone
8 in the class. If appointed as a class representative, I will continue to honor this important
9 commitment.

10 11. I agreed to and signed the Settlement Agreement in this case on January 8, 2023.

11 12. I understand that the settlement agreement is for \$12 million dollars and will
12 create a \$10 million fund to be shared by class members who are the other people who had
13 PACE loans with Renew Financial or Renovate America and with Los Angeles County between
14 March 1, 2015 and March 31, 2018 and who had an assessment contract recorded as a lien
15 against their property.

16 13. Of the \$10 million for class members, I understand that \$500,000 will be
17 distributed on an equal proportionate basis among all class members who submit claims

18 14. In addition, I understand that some class members who submit claims will
19 receive additional awards based on whether: (i) they were 65 years old or older at the time of
20 their PACE assessment, (ii) they had limited English proficiency and only received PACE
21 contract related documents in English; and (iii) the ratio of the class member's debt to their
22 income when the PACE assessment was recorded.

23 15. I understand that the class representatives will also receive a \$12,500 incentive
24 award for our work on the case.

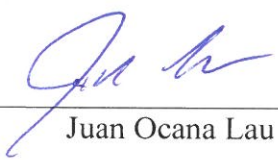
25 16. I understand that the attorneys representing the class – Bet Tzedek, Public
26 Counsel, and Hogan Lovells US LLP – will receive no more than \$2 million of the \$12 million
27 dollar settlement.

28 I declare under penalty of perjury under the laws of the State of California that the

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

foregoing is true and correct.

Executed the 29 day of February 2024 at Los Angeles, California.



Juan Ocana Lau

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 **DECLARATION OF JUAN OCANA LAU IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT Release** into Spanish to the best of my abilities for Juan Ocana Lau.

Executed on February 29, 2024 in Los Angeles, California.

Maria Cabadas

Maria Cabadas
Senior Paralegal
Consumer Rights and Economic Justice
PUBLIC COUNSEL

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF REGINALD
NEMORE IN SUPPORT OF
SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1 **DECLARATION OF REGINALD NEMORE IN SUPPORT OF**
2 **PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF**
3 **CLASS ACTION SETTLEMENT**

4 I, Reginald Nemore, declare:

5 1. I am a named plaintiff in this PACE class action (case
6 number BC701810). I am 64 years old. I know about the things I say in
7 this declaration and could explain them to the Court.

8 2. I am a resident of Los Angeles County. I have lived in my
9 house at 657 E. Ladera St. in Pasadena since 2007.

10 3. Around 2016, when I was 56 years old, I agreed to
11 improvements on my home. I did not know I was agreeing to a PACE
12 loan.

13 4. In 2017, I contacted Bet Tzedek for help with my PACE
14 loan. I agreed to be part of this class action to help other homeowners
15 like me with PACE loans.

16 5. I have spent many hours helping with the case by talking to
17 my attorneys at Bet Tzedek to describe what happened to me, answering
18 their questions and staying informed about the case. I've been really
19 involved, and want to continue to help the case for the class.

20 6. When I agreed to be part of this case, I understood and
21 agreed that the court might appoint me as a class representative to
22 represent the interests of all class members, not just my own personal
23 interests.

24 7. I have done my best to represent the interests of everyone in
25 the class. If appointed as a class representative, I will continue to do so.

26 8. I agreed to and signed the Settlement Agreement in this case
27 on January 4, 2023.

28 9. I understand that the settlement agreement is for \$12 million

1 dollars. \$10 million will be shared by all the class members. The other
2 \$2 million will cover the costs of the case, including attorneys' fees,
3 which will be split by Public Counsel, Bet Tzedek, and Hogan Lovells.

4 10. I understand that each class representative will also receive
5 \$12,500 for our work on the case.

6

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

9

10 Executed the 15th day of March 2024 at Los Angeles, California.

11

12

13

14

15

16

17

18

19

20

21

22

23

24

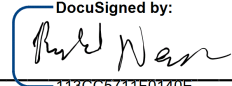
25

26

27

28

DocuSigned by:



113CC5711F0140E...

Reginald Nemore

EXHIBIT E

1 **HOGAN LOVELLS US LLP**
Michael M. Maddigan, Esq. (SBN 163450)
2 Alicia M. Matarese, Esq. (SBN 334457)
1999 Avenue of the Stars, Suite 1400
3 Los Angeles, California 90067
Telephone: (310) 785-4600
4 Facsimile: (310) 785-4601
michael.maddigan@hoganlovells.com
5 alicia.matarese@hoganlovells.com

6 **BET TZEDEK LEGAL SERVICES**
Jeffrey Webb, Esq. (SBN 145750)
7 Taylor Amstutz, Esq. (SBN 328600)
3250 Wilshire Boulevard, 13th Floor
8 Los Angeles, California 90010
Telephone: (323) 549-5867
9 Facsimile: (213) 471-4569
jwebb@bettzedek.org
10 tamstutz@bettzedek.org

11 Attorneys for Plaintiffs,
ZENIA OCANA, et al.

12 *[Additional counsel continued on next page.]*
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES, CENTRAL DISTRICT**
16 **UNLIMITED CIVIL**

17 ZENIA OCANA, et al.,
18 Plaintiffs,

19 v.

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

Case No. BC701809
(Related Case No.: BC701810)

**DECLARATION OF GHIRLANDI
GUIDETTI IN SUPPORT OF
SUPPLEMENTAL BRIEF IN SUPPORT
OF MOTION FOR PRELIMINARY
APPROVAL**

Assigned for All Purposes to:
Hon. William Highberger, Dept. 10

Action Filed: 4/12/2018
Trial Date: Not Assigned

1 **PUBLIC COUNSEL**
Stephanie Carroll, Esq. (SBN 263698)
2 Ghirlandi Guidetti, Esq. (SBN 307342)
610 S. Ardmore Avenue
3 Los Angeles, California 90005
Telephone: (213) 385-2977
4 Facsimile: (213) 201-4722
scarroll@publiccounsel.org
5 gguidetti@publiccounsel.org

6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 6. Violeta, with Magda’s support, has been an active and engaged plaintiff. She
2 attended an in-person meeting with the other named plaintiffs in or around April 2018.
3 Unfortunately, however, her advanced age has prevented her from attending the other in-person
4 meetings since then. Nonetheless, Violeta dutifully collected and provided Class Counsel with
5 all her PACE related documents. Her documents were instrumental in enabling the attorney
6 team to develop the case and achieve the settlement before the court.

7 7. In addition, Violeta has always been responsive to the numerous phone calls and
8 inquiries from Class Counsel, and did her best to help advance the case for the benefit of the
9 putative class.

10 8. Violeta signed the Settlement Agreement on January 12, 2023, at her home after
11 reviewing it while on the phone with a now-former Public Counsel attorney. Our Senior
12 Paralegal, Maria Cabadas, was with Violeta in person to help translate.

13 9. Violeta Senac’s role as a named plaintiff has been indispensable to successfully
14 reaching the settlement agreement in this case. Her role has been akin to that of a class
15 representative. Violeta understood – at the beginning of the case, when she agreed to be a
16 named plaintiff – that the court might appoint her as a class representative, which would require
17 her to represent the interests of all class members in the lawsuit and always consider the
18 interests of the class as a whole, not just her own personal interests.

19 10. As a settlement class, there is virtually no work left for the putative class
20 representatives to perform. Violeta has already accomplished the work needed of her.

21 11. If, however, she is not appointed as a class representative, she will lose her
22 entitlement to the \$12,500 incentive award, for work she has already done for the benefit of the
23 class – simply because she is presently not able to sign a declaration.

24 12. Class Counsel and the other proposed class representatives believe this would be
25 deeply unfair.

26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

Executed the 15th day of March 2024 at Los Angeles, California.

/s/ Ghirlandi Guidetti

Ghirlandi Guidetti

EXHIBIT F

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

ZENIA OCANA, an individual; JUAN OCANA LAU, an individual; VIOLETA SENAC, an individual; and MARIA ALVAREZ,

Plaintiffs,

vs.

RENEW FINANCIAL HOLDINGS, INC., a Delaware corporation; RENEW FINANCIAL CORP. II, a Pennsylvania corporation; the COUNTY OF LOS ANGELES; and DOES 1 through 10,

Defendants.

Case No. BC701809 [Related Case BC701810]

**DECLARATION OF
GINA INTREPIDO-BOWDEN
REGARDING PROPOSED SETTLEMENT
NOTICE AND ADMINISTRATION**

1 I, Gina Intrepido-Bowden, declare:

2 1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a nationally
3 recognized legal notice expert with more than 20 years of experience designing and implementing
4 class action legal notice programs. I have been involved in many of the largest and most complex
5 class action notice programs, including all aspects of notice dissemination. A comprehensive
6 description of my experience is attached as **Exhibit A**.

7 2. This Declaration is based on my personal knowledge, as well as upon information
8 provided to me by experienced JND employees and the Parties. If called upon to do so, I could and
9 would testify to the facts and information set forth in this Declaration.

10 3. I submit this Declaration at the request of the Parties in the above-referenced action to
11 (i) describe the proposed program for providing notice to Class Members (the “Notice Plan”) and (ii)
12 address why that Notice Plan is consistent with other best practicable court-approved notice programs
13 and with the requirements of California law.

14 **QUALIFICATIONS AND EXPERIENCE OF ADMINISTRATOR**

15 4. JND is a leading legal administration services provider with offices throughout the
16 United States and with its headquarters in Seattle, Washington. JND’s class action division provides
17 all services necessary for the effective implementation of class actions including: (1) all facets of legal
18 notice, such as outbound mailing, email notification, and the design and implementation of media
19 programs; (2) website design and deployment, including online claim filing capabilities; (3) call center
20 and other contact support; (4) secure class member data management; (5) paper and electronic claims
21 processing; (6) calculation design and programming; (7) payment disbursements through check, wire,
22 PayPal, merchandise credits, and other means; (8) qualified settlement fund tax reporting; (9) banking
23 services and reporting; and (10) all other functions related to the secure and accurate administration
24 of class actions.

25 5. JND has been recognized by various publications, including the *National Law Journal*,
26 the *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND
27 was named the #1 Class Action Claims Administrator in the U.S. by the national legal community for

1 multiple consecutive years, and we were inducted into the *National Law Journal* Hall of Fame in 2022
2 and 2023 for having held this title. JND was also recognized as the Most Trusted Class Action
3 Administration Specialists in the Americas by *New World Report* (formerly *U. S. Business News*) in
4 the publication's 2022 Legal Elite Awards program.

5 6. The principals of JND collectively have over 80 years of experience in class action
6 legal and administrative fields. JND has overseen claims processes for some of the largest legal
7 claims administration matters in the country's history, and we regularly prepare and implement court
8 approved notice and administration campaigns throughout the United States.

9 7. JND was appointed the notice and claims administrator in the landmark \$2.67 billion
10 Blue Cross Blue Shield antitrust settlement, in which we: mailed over 100 million postcard notices;
11 sent hundreds of millions of email notices and reminders; placed notice via print, television, radio,
12 internet and more; received and processed more than eight million claims; and staffed the call center
13 with more than 250 agents during the peak notice program. JND also was appointed the settlement
14 administrator in the \$1.3 billion Equifax Data Breach Settlement, where we received more than 18
15 million claims. Email notice was sent twice to over 140 million class members, the interactive website
16 received more than 130 million hits, and a call center was staffed with approximately 500 agents at
17 the peak of call volume.

18 8. Other large JND matters include a voluntary remediation program in Canada on behalf
19 of over 30 million people; the \$1.5 billion Mercedes-Benz Emissions Settlements; the \$120 million
20 GM Ignition Switch Settlement, where we sent notice to nearly 30 million class members and
21 processed over 1.5 million claims; and the \$215 million USC Student Health Center Settlement on
22 behalf of women who were sexually abused by a doctor at USC, as well as hundreds of other matters.
23 Our notice campaigns are regularly approved by courts throughout the United States.

24 9. As a member of JND's Legal Notice Team, I research, design, develop, and implement
25 a wide array of legal notice programs to meet the requirements of Rule 23 and relevant state court
26 rules. In addition to providing notice directly to potential class members through direct mail and email,
27 our media campaigns, which are regularly approved by courts throughout the United States, have used

1 a variety of media including newspapers, press releases, magazines, trade journals, radio, television,
2 social media, and the internet depending on the circumstances and allegations of the case, the
3 demographics of the class, and the habits of class members, as reported by various research and
4 analytics tools. During my career, I have submitted declarations to courts throughout the country
5 attesting to the creation and launch of various notice programs.

6 **SECURITY OF CLASS DATA**

7 10. JND is an approved vendor for the United States Securities and Exchange Commission
8 (“SEC”), the Federal Trade Commission (“FTC”), and the Consumer Financial Protection Bureau
9 (“CFPB”). In addition, we have worked with a number of other government agencies including: the
10 U. S. Equal Employment Opportunity Commission (“EEOC”), the Office of the Comptroller of the
11 Currency (“OCC”), the Federal Deposit Insurance Corporation (“FDIC”), the Federal
12 Communications Commission (“FCC”), the Department of Justice (“DOJ”), and the Department of
13 Labor (“DOL”). We also have Master Services Agreements with various corporations and banks,
14 which were only awarded after JND underwent rigorous reviews of our systems, privacy policies, and
15 procedures. JND has been certified as SOC 2 Type 2 compliant by noted accounting firm Moss
16 Adams.¹

17 11. Upon receipt of Class List, JND will promptly load the information into a secure case-
18 specific database for this action. JND employs appropriate administrative, technical, and physical
19 controls designed to ensure the confidentiality and protection of Class Member data, as well as to reduce
20 the risk of loss, misuse, or unauthorized access, disclosure, or modification of Class Member data.

21 12. The settlement website will be built in accordance with industry standard best practices
22 to ensure the security and privacy of information submitted. Data submitted to the settlement website
23 is encrypted when at rest in the database.

24 13. JND holds a \$10,000,000 cyber breach and privacy liability insurance policy.

27 ¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing
28 data security.

1 **CASE BACKGROUND**

2 14. We have been asked by Counsel to prepare a Notice Plan to reach approximately 30,000
3 Class Members in Los Angeles County and inform them about the action, as well as their rights and options.

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

7 **NOTICE PLAN OVERVIEW**

8 16. The objective of the proposed Notice Plan is to provide the best notice practicable,
9 consistent with the methods and tools employed in other court-approved notice programs. The
10 proposed Notice Plan includes the following components, as further described in the sections below.

- 11 a. Direct mail notice to all known Class Members;
- 12 b. Supplemental newspaper notice in an English and a Spanish language newspaper with
13 distribution in Los Angeles County;
- 14 c. Supplemental digital notice targeted to Los Angeles County;
- 15 d. A bilingual (English and Spanish) settlement website that will provide detailed information
16 about the Settlement, including a page with answers to frequently asked questions, contact
17 information, key dates, and links to important case documents including the Long Form
18 Notice and the Settlement Agreement, as well as the ability to file an electronic claim form;
- 19 e. A toll-free telephone line with an interactive voice response (“IVR”), with the ability to
20 select a Spanish language option, that Class Members may call to obtain more information about
21 the Settlement; and
- 22 f. A post office box to which Class Members may send their exclusion requests and paper
23 claim forms.

24 17. It is my understanding that the direct mail notice effort alone will reach the vast
25 majority of Class Members. Based on my experience in developing and implementing class notice
26 programs, I believe the proposed Notice Plan will provide the best notice practicable under the
27 circumstances.

1 18. Each component of the Notice Plan is described in more detail in the sections below.

2 **DIRECT MAIL NOTICE**

3 19. JND will send notice by first-class mail to the addresses in the Class List of all known
4 recipients of PACE assessments during the relevant time period.

5 20. Prior to mailing the notice, JND will run the mailing addresses through the United
6 States Postal Service (“USPS”) National Change of Address (“NCOA”) database to update the
7 addresses.² JND will track all notices returned undeliverable by the USPS and will promptly re-mail
8 notices that are returned with a forwarding address. In addition, JND will also take reasonable efforts
9 to locate a mailing address for any Class Member for whom a notice is returned without a forwarding
10 address.

11 **SUPPLEMENTAL NEWSPAPER NOTICE**

12 21. To supplement the direct notice effort, JND will publish notice once each in the *Los*
13 *Angeles Daily News*, a top news source for Los Angeles County, and *La Opinion*, the highest
14 circulating Spanish language paper in Los Angeles County.

15 **SUPPLEMENTAL DIGITAL NOTICE**

16 22. A supplemental digital effort will extend reach further. JND proposes serving
17 approximately 1.3 million digital impressions to Los Angeles County through the leading digital
18 network (Google Display Network – “GDN”) and the most popular social media platform
19 (Facebook).³

20 23. It is our understanding that the lawsuit mainly impacts lower-income households, the
21 elderly, and non-native speaking homeowners who have a lien on their property. As a result, the GDN
22

23 ² The NCOA database is the official USPS technology product which makes change of address
24 information available to mailers to help reduce undeliverable mail pieces before mail enters the mail
25 stream. This product is an effective tool to update address changes when a person has completed a
change of address form with the USPS. The address information is maintained on the database for 48
months.

26 ³ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or
27 combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may
28 include the same person more than once. As a result, impressions can and often do exceed the population
size.

1 effort will target adults 65 years of age or older (“Adults 65+”), lower income households, and will
2 emphasize Spanish language sites. Similarly, the Facebook effort will target Adults 65+ and an
3 emphasis will be placed on Spanish language accounts.

4 24. The digital activity will be served across all devices (desktop, laptop, tablet and
5 mobile), with an emphasis on mobile devices. The digital ads will directly link to the Settlement
6 website, where Class Members may access more information about the Settlement, including the Long
7 Form Notice, as well as file a claim electronically.

8 **CASE WEBSITE**

9 25. JND will develop, maintain a case-specific bilingual website (English and Spanish) that
10 will allow Class Members to obtain more information about the Settlement. The website will have an
11 easy-to-navigate design and will be formatted to emphasize important information regarding Class
12 Members’ rights, as well as the exclusion and objection deadlines. It will provide a link to download
13 the Long Form Notice, Settlement Agreement, Preliminary Approval Order, Claim Form, and other
14 important court documents, such as the Notice of Final Judgment. The case website will also include
15 an online claim portal to facilitate the electronic submission of claims.

16 26. The website address will be prominently displayed in all notice documents and
17 accessible through the digital notices.

18 27. The website will be ADA-compliant and optimized for mobile visitors so that
19 information loads quickly on mobile devices. It will be designed to maximize search engine
20 optimization through Google and other search engines. Keywords will be included in the website’s
21 content to maximize search engine rankings.

22 **TOLL-FREE NUMBER AND POST OFFICE BOX**

23 28. JND will establish and maintain a dedicated toll-free telephone line for Class Members
24 to call for information related to the action. The telephone line will be available
25 24 hours a day, seven (7) days a week. The IVR will offer a Spanish language option during the
26 greeting, allowing callers to select to hear the entire message in Spanish. Throughout the IVR
27 messaging, callers will also have the option to speak with an agent. The call may also be transferred

1 to Spanish speaking staff who will be fully trained to handle the calls. Additionally, JND can
2 conference in an interpreter to assist with callers who speak other languages.

3 29. JND will also maintain a dedicated post office box where Class Members may send
4 their exclusion requests and paper claim forms.

5 **CLAIMS PROCESSING**

6 30. JND will receive and process claim forms, contact filers if additional information is
7 needed, process deficiency responses, and determine tier level rank in accordance with the Settlement
8 Agreement.

9 **ADDITIONAL TASKS**

10 31. JND will also establish a Qualified Settlement Fund, process objections and requests
11 for exclusion, provide Class Counsel with weekly status reports, handle tax filings, disburse settlement
12 payments, and perform any other tasks required by the Settlement Agreement.

13 **CONCLUSION**

14 32. JND estimates administration costs for the Settlement will not exceed \$301,000.

15 33. In my opinion, the proposed Notice Plan as described herein provides the best notice
16 practicable under the circumstances, is consistent with the requirements of California law, and is
17 consistent with other similar court-approved notice programs. The Notice Plan is designed to reach
18 as many Class Members as possible and inform them about the settlement and their rights and options.

19
20 I declare under the penalty of perjury pursuant to the laws of the State of California that the
21 foregoing is true and correct.

22
23 Executed on March 15, 2024 at Philadelphia, Pennsylvania.

24 

25
26 GINA M. INTREPIDO-BOWDEN

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with notice in over 35 languages. Some notable cases in which Gina has been involved include:

- *Flaum v Doctor’s Assoc., Inc.*, a \$30 million FACTA settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Monitronics Int’l, Inc.*, a \$28 million TCPA settlement
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.



JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. **Honorable David O. Carter**

***Gutierrez, Jr. v. Amplify Energy Corp.*, (September 14, 2023)**

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

2. **Judge Stephen V. Wilson**

***LSIMC, LLC v. Am. Gen. Life Ins. Co.*, (June 27, 2023)**

No. 20-cv-11518 (C.D. Cal.):

The Court finds that the Settlement Administrator completed the delivery of the Class Notice to Settlement Class Members according to the Agreement terms. The Class Notice complied in all respects with the requirements of Rule 23 and the due process requirements of the United States Constitution and provided due and adequate notice to the Settlement Class.

3. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan (“Intrepido-Bowden Declaration”).

4. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

5. Honorable J.P. Boulee

In re TransUnion Rental Screening Sol. Inc. FCRA Litig., (January 6, 2023)

No. 20-md-02933-JPB (N.D. Ga.):

The Parties have proposed JND Legal Administration as the Settlement Administrator for the Rule 23(b)(2) and Rule 23(b)(3) Settlement Classes. The Court has reviewed the materials about this organization and concludes that it has extensive and specialized experience and expertise in class action settlements and notice programs. The Court

hereby appoints JND Legal Administration as the Settlement Administrator, to assist and provide professional guidance in the implementation of the Notice Plans and other aspects of the settlement administration.

6. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC (“JND”), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND’s extensive experience in processing claim especially for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

7. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

8. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all

parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

9. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in... paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden (“Intrepido-Bowden Declaration”).

10. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the “Press Release”), attached as Exhibit C to that Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

11. Judge Victoria A. Roberts

Graham v. Univ. of Michigan, (March 29, 2022)

No. 21-cv-11168-VAR-EAS (E.D. Mich.):

The Court finds that the foregoing program of Class Notice and the manner of its dissemination is sufficient under the circumstances and is reasonably calculated to

apprise the Settlement Class of the pendency of this Action and their right to object to the Settlement. The Court further finds that the Class Notice program is reasonable; that it constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and that it meets the requirements of due process and Federal Rule of Civil Procedure 23.

12. Honorable P. Kevin Castel

Hanks v. Lincoln Life & Annuity Co. of New York, (February 23, 2022)

No. 16-cv-6399 PKC (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), a competent firm, as the Settlement Administrator...The form and content of the notices, as well as the manner of dissemination described below, meet the requirements of Rule 23 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

13. Judge William M. Conley

Bruzek v. Husky Oil Operations Ltd., (January 31, 2022)

No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties’ settlement is fair, reasonable and adequate under Rule 23(e).

14. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (DPP Class), (January 26, 2022)

No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

15. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (January 26, 2022))
No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

16. Judge Alvin K. Hellerstein

Leonard v. John Hancock Life Ins. Co. of NY, (January 10, 2022)
No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

17. Judge Timothy J. Corrigan

Levy v. Dolgencorp, LLC, (December 2, 2021)

No. 20-cv-01037-TJC-MCR (M.D. Fla.):

No Settlement Class Member has objected to the Settlement and only one Settlement Class Member requested exclusion from the Settlement through the opt-out process approved by this Court...The Notice Program was the best notice practicable under the circumstances. The Notice Program provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such notice. The Notice Program fully satisfied the requirements of the Federal Rules of Civil Procedure and the United States Constitution, which include the requirement of due process.

18. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

19. Honorable James V. Selna

Herrera v. Wells Fargo Bank, N.A., (November 16, 2021)

No. 18-cv-00332-JVS-MRW (C.D. Cal.):

On June 8, 2021, the Court appointed JND Legal Administration (“JND”) as the Claims Administrator... JND mailed notice to approximately 2,678,266 potential Non-Statutory Subclass Members and 119,680 Statutory Subclass Members.

Id. ¶ 5. 90% of mailings to Non-Statutory Subclass Members were deemed delivered, and 81% of mailings to Statutory Subclass Members were deemed delivered. *Id.* ¶ 9. Follow-up email notices were sent to 1,977,514 potential Non-Statutory Subclass Members and 170,333 Statutory Subclass Members, of which 91% and 89% were deemed delivered, respectively. *Id.* ¶ 12. A digital advertising campaign generated an additional 5,195,027 views. *Id.* ¶ 13...Accordingly, the Court finds that the notice to the Settlement Class was fair, adequate, and reasonable.

20. Judge Morrison C. England, Jr.

Martinelli v. Johnson & Johnson, (September 27, 2021)

No. 15-cv-01733-MCE-DB (E.D. Cal.):

The Court appoints JND, a well-qualified and experienced claims and notice administrator, as the Settlement Administrator.

21. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program- which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number-is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto. The Court further finds that the proposed form and content of the forms of the notice are adequate and will give the Settlement Class Members sufficient information to enable them to make informed decisions as to the Settlement Class, the right to object or opt-out, and the proposed Settlement and its terms.

22. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)
No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

23. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (May 25, 2021)
No. 18-cv-08791 (S.D.N.Y.):

Notice of the pendency of this Action as a class action and of the proposed Settlement was given to all Class Members who could be identified with reasonable effort. The form and method of notifying the Class of the pendency of the action as a class action and of the terms and conditions of the proposed Settlement met the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, due process, and any other applicable law, constituted the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

24. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (January 29, 2021)
No. 18-cv-01897-DDD-NYW (D. Colo.):

The proposed form and content of the Notices meet the requirements of Federal Rule of Civil Procedure 23(c)(2)(B)...The court approves the retention of JND Legal Administration LLC as the Notice Administrator.

25. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (January 25, 2021)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

Following preliminary approval of the settlement by the Court, the settlement administrator provided notice to the Settlement Class through a digital media campaign. (Dkt. 203-5). The Notice explains in plain language what the case is about, what the recipient is entitled to, and the options available to the recipient in connection with this case, as well as the consequences of each option. (Id., Ex. E). During the allotted response period, the settlement administrator received no requests for exclusion and just one objection, which was later withdrawn. (Dkt. 203-1, at 11).

Given the low number of objections and the absence of any requests for exclusion, the Class response is favorable overall. Accordingly, this factor also weighs in favor of approval.

26. Honorable R. Gary Klausner

A.B. v. Regents of the Univ. of California, (January 8, 2021)

No. 20-cv-09555-RGK-E (C.D. Cal.):

The parties intend to notify class members through mail using UCLA's patient records. And they intend to supplement the mail notices using Google banners and Facebook ads, publications in the LA times and People magazine, and a national press release. Accordingly, the Court finds that the proposed notice and method of delivery sufficient and approves the notice.

27. Judge Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (December 18, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court finds that the Class Notice and Class Notice Plan satisfied and continue to satisfy the applicable requirements of Federal Rules of Civil Procedure 23(c)(2)(b) and 23(e), and fully comply with all laws, including the Class Action Fairness Act (28 U.S.C. § 1711 et seq.), and the Due Process Clause of the United States

Constitution (U.S. Const., amend. V), constituting the best notice that is practicable under the circumstances of this litigation.

28. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (December 16, 2020)
No. 14-md-02542 (S.D.N.Y.):

I further appoint JND as Claims Administrator. JND's principals have more than 75 years-worth of combined class action legal administration experience, and JND has handled some of the largest recent settlement administration issues, including the Equifax Data Breach Settlement. (Doc. 1115 ¶ 5.) JND also has extensive experience in handling claims administration in the antitrust context. (Id. ¶ 6.) Accordingly, I appoint JND as Claims Administrator.

29. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)
Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

30. Honorable Laurel Beeler

Sidibe v. Sutter Health, (November 5, 2020)
No. 12-cv-4854-LB (N.D. Cal.):

Class Counsel has retained JND Legal Administration ("JND"), an experienced class notice administration firm, to administer notice to the Class. The Court appoints JND as the Class Notice Administrator.

31. Judge Carolyn B. Kuhl

Sandoval v. Merlex Stucco Inc., (October 30, 2020)

No. BC619322 (Cal. Super. Ct.):

Additional Class Member class members, and because their names and addresses have not yet been confirmed, will be notified of the pendency of this settlement via the digital media campaign... the Court approves the Parties selection of JND Legal as the third-party Claims Administrator.

32. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration (“JND”) as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

33. Honorable Jesse M. Furman

In re General Motors LLC Ignition Switch Litig., economic settlement, (April 27, 2020)

No. 2543 (MDL) (S.D.N.Y.):

The Court further finds that the Class Notice informs Class Members of the Settlement in a reasonable manner under Federal Rule of Civil Procedure 23(e)(1)(B) because it fairly apprises the prospective Class Members of the terms of the proposed Settlement and of the options that are open to them in connection with the proceedings.

The Court therefore approves the proposed Class Notice plan, and hereby directs that such notice be disseminated to Class Members in the manner set forth in

the Settlement Agreement and described in the Declaration of the Class Action Settlement Administrator...

34. Honorable Virginia A. Phillips

Sonner v. Schwabe North America, Inc., (April 7, 2020)

No. 15-cv-01358 VAP (SPx) (C.D. Cal.):

The Court orders the appointment of JND Legal Administration to implement and administrate the dissemination of class notice and administer opt-out requests pursuant to the proposed notice dissemination plan attached as Exhibit D to the Stipulation.

35. Judge Fernando M. Olguin

Ahmed v. HSBC Bank USA, NA, (December 30, 2019)

No. 15-cv-2057-FMO-SPx (N.D. Ill.):

On June 21, 2019, the court granted preliminary approval of the settlement, appointed JND Legal Administration (“JND”) as settlement administrator... the court finds that the class notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, the class members’ right to exclude themselves from the action, and their right to object to the proposed settlement...the reaction of the class has been very positive.

36. Honorable Stephen V. Wilson

USC Student Health Ctr. Settlement, (June 12, 2019)

No. 18-cv-04258-SVW (C.D. Cal.):

The Court hereby designates JND Legal Administration (“JND”) as Claims Administrator. The Court finds that giving Class Members notice of the Settlement is justified under Rule 23(e)(1) because, as described above, the Court will likely be able to: approve the Settlement under Rule 23(e)(2); and certify the Settlement Class for purposes of judgment. The Court finds that the proposed Notice satisfies the requirements of due process and Federal Rule of Civil Procedure 23 and provides the best notice practicable under the circumstances.

37. Judge J. Walton McLeod

Boskie v. Backgroundchecks.com, (May 17, 2019)

No. 2019CP3200824 (S.C. C.P.):

The Court appoints JND Legal Administration as Settlement Administrator...The Court approves the notice plans for the HomeAdvisor Class and the Injunctive Relief Class as set forth in the declaration of JND Legal Administration. The Court finds the class notice fully satisfies the requirements of due process, the South Carolina Rules of Civil Procedure. The notice plan for the HomeAdvisor Class and Injunctive Relief Class constitutes the best notice practicable under the circumstances of each Class.

38. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

39. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (December 14, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the Class Notice and the Notice Program implemented pursuant to the Settlement Agreement and Preliminary Approval Order constituted the best notice practicable under the circumstances to all persons within the definition of the Class and fully complied with the due process requirement under all applicable statutes and laws and with the California Rules of Court.

40. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (November 16, 2018)

No. 16-cv-8637 (N.D. Ill.):

The notice given to the Class, including individual notice to all members of the Class who could be identified through reasonable efforts, was the best notice practicable under the circumstances. Said notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said notice fully satisfied the requirements of Rules 23(c)(2) and 23(e)(1) of the Federal Rules of Civil Procedure and the requirements of due process.

41. Honorable Kenneth J. Medel

Huntzinger v. Suunto Oy, (August 10, 2018)

No. 37-2018-27159 (CU) (BT) (CTL) (Cal. Super. Ct.):

The Court finds that the notice to the Class Members regarding settlement of this Action, including the content of the notices and method of dissemination to the Class Members in accordance with the terms of Settlement Agreement, constitute the best notice practicable under the circumstances and constitute valid, due and sufficient notice to all Class Members, complying fully with the requirements of California Code of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court Rules 3.766 and 3.769(f), the California and United States Constitutions, and any other applicable law.

42. Honorable Thomas M. Durkin

In re Broiler Chicken Antitrust Litig., (June 22, 2018)

No. 16-cv-8637 (N.D. Ill.):

The proposed notice plan set forth in the Motion and the supporting declarations comply with Rule 23(c)(2)(B) and due process as it constitutes the best notice that is practicable under the circumstances, including individual notice via mail and email to all members who can be identified through reasonable effort. The direct mail and email notice will be supported by reasonable publication notice to reach class members who could not be individually identified.

43. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)

No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

44. Honorable Ann I. Jones

Eck v. City of Los Angeles, (September 15, 2017)

No. BC577028 (Cal. Super. Cal.):

The form, manner, and content of the Class Notice, attached to the Settlement Agreement as Exhibits B, E, F and G, will provide the best notice practicable to the Class under the circumstances, constitutes valid, due, and sufficient notice to all Class Members, and fully complies with California Code of Civil Procedure section 382, California Code of Civil Procedure section 1781, the Constitution of the State of California, the Constitution of the United States, and other applicable law.

45. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)

No. 11-11-1-1522-07-RAN (Haw. Cir. Ct.):

The Court finds that the Notice Plan and Class Notices will fully and accurately inform the potential Class Members of all material elements of the proposed Settlement and of each Class Member's right and opportunity to object to the proposed Settlement. The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States

Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

46. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)

No. 16-cv-61198 (S.D. Fla.):

...the forms, content, and manner of notice proposed by the Parties and approved herein meet the requirements of due process and FED. R. CIV. P. 23(c) and (e), are the best notice practicable under the circumstances, constitute sufficient notice to all persons entitled to notice, and satisfy the Constitutional requirements of notice. The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

47. Judge Manish S. Shah

Johnson v. Yahoo! Inc., (December 12, 2016)

No. 14-cv-02028 (N.D. Ill.):

The Court approves the notice plan set forth in Plaintiff's Amended Motion to Approve Class Notice (Doc. 252) (the "Notice Plan"). The Notice Plan, in form, method, and content, complies with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and constitutes the best notice practicable under the circumstances.

48. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)

No. 13-cv-21158 (S.D. Fla.):

The notice of settlement (in the form presented to this Court as Exhibits E, F, and G, attached to the Settlement Agreement [D.E. 423-1] (collectively, "the Notice") directed to the Settlement Class members, constituted the best notice practicable

under the circumstances. In making this determination, the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in *Better Homes and Gardens*, *National Geographic*, and *People* magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with *ADDitude*, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

49. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, inter alia, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

50. Honorable Amy J. St. Eve

In re Rust-Oleum Restore Mktg, Sales Practices & Prod. Liab. Litig., (October 20, 2016)

No. 15-cv-01364 (N.D. Ill.):

The Notices of Class Action and Proposed Settlement (Exhibits A and B to the Settlement Agreement) and the method of providing such Notices to the proposed

Settlement Class...comply with Fed. R. Civ. P. 23(e) and due process, constitute the best notice practicable under the circumstances, and provide due and sufficient notice to all persons entitled to notice of the settlement of this Action.

51. Honorable R. Gary Klausner

Russell v. Kohl's Dep't Stores, Inc., (October 20, 2016)

No. 15-cv-01143 (C.D. Cal.):

Notice of the settlement was provided to the Settlement Class in a reasonable manner, and was the best notice practicable under the circumstances, including through individual notice to all members who could be reasonably identified through reasonable effort.

52. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

53. Honourable Justice Stack

Anderson v. Canada, (September 28, 2016)

No. 2007 01T4955CP (NL Sup. Ct.):

The Phase 2 Notice Plan satisfies the requirements of the Class Actions Act and shall constitute good and sufficient service upon class members of the notice of this Order, approval of the Settlement and discontinuance of these actions.

54. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

55. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (August 3, 2016)
No. 13-cv-08376 (N.D. Ill.):

The form, content, and method of dissemination of the notice given to the Settlement Class were adequate, reasonable, and constitute the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth therein, and these proceedings to all Persons entitled to such notice. The notice satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure (“Rule 23”) and due process.

56. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

57. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)

No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

58. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)

No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

59. Honorable Manish S. Shah

Campos v. Calumet Transload R.R., LLC, (March 10, 2016 and April 18, 2016)
No. 13-cv-08376 (N.D. Ill.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances, constitutes due and sufficient notice of the Settlement and this Order to all persons entitled thereto, and is in full compliance with the requirements of Fed. R. Civ. P. 23, applicable law, and due process.

60. Judge Thomas W. Thrash Jr.

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (March 8, 2016)
No. 14-md-02583 (N.D. Ga.):

The Court finds that the form, content and method of giving notice to the Class as described in Paragraph 7 of this Order and the Settlement Agreement (including the exhibits thereto): (a) will constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the action, the terms of the proposed settlement, and their rights under the proposed settlement, including but not limited to their rights to object to or exclude themselves from the proposed settlement and other rights under the terms of the Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to all Class Members and other persons entitled to receive notice; and (d) meet all applicable requirements of law, including Fed. R. Civ. P. 23(c) and (e), and the Due Process Clause(s) of the United States Constitution. The Court further finds that the Notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Class Members.

61. Judge Mary M. Rowland

In re Sears, Roebuck and Co. Front-Loader Washer Prod. Liab. Litig., (February 29, 2016)
No. 06-cv-07023 (N.D. Ill.):

The Court concludes that, under the circumstances of this case, the Settlement Administrator's notice program was the "best notice that is practicable," Fed. R. Civ.

P. 23(c)(2)(B), and was “reasonably calculated to reach interested parties,” *Mullane v. Central Hanover Bank & Trust Co.*, 339 U.S. 306, 318 (1950).

62. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Tong Yang & Gordon Settlements), (January 14, 2016)
No. 09-CV-00852 (E.D. Wis.):

The form, content, and methods of dissemination of Notice of the Settlements to the Settlement Class were reasonable, adequate, and constitute the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the Settlements, the terms and conditions set forth in the Settlements, and these proceedings to all persons and entities entitled to such notice, and said notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process requirements.

63. Judge Curtis L. Collier

In re Skelaxin (Metaxalone) Antitrust Litig., (December 22, 2015)
No. 12-md-2343 (E.D. Tenn.):

The Class Notice met statutory requirements of notice under the circumstances, and fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirement process.

64. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int’l, Inc., (November 3, 2015)
No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action,

and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

65. Honorable Lynn Adelman

**Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Ins. Co.,
(Indirect Purchaser–Gordon Settlement), (August 4, 2015)**

No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

66. Honorable Sara I. Ellis

Thomas v. Lennox Indus. Inc., (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the “Notices”) attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

67. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter.Co., Ltd.
(Indirect Purchaser–Tong Yang Settlement), (May 29, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

68. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (May 25, 2015)
No. 11-CV-01056 (S.D. Cal.):

The parties are to notify the Settlement Class in accordance with the Notice Program outlined in the Second Supplemental Declaration of Gina M. Intrepido-Bowden on Settlement Notice Program.

69. Honorable Lynn Adelman

Fond du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd.
(Direct Purchaser–Gordon Settlement), (May 5, 2015)
No. 09-CV-00852 (E.D. Wis.):

The Notice Program set forth herein is substantially similar to the one set forth in the Court's April 24, 2015 Order regarding notice of the Tong Yang Settlement (ECF. No. 619) and combines the Notice for the Tong Yang Settlement with that of the Gordon Settlement into a comprehensive Notice Program. To the extent differences exist between the two, the Notice Program set forth and approved herein shall prevail over that found in the April 24, 2015 Order.

70. Honorable José L. Linares

Demmick v. Cellco P'ship, (May 1, 2015)

No. 06-CV-2163 (D.N.J.):

The Notice Plan, which this Court has already approved, was timely and properly executed and that it provided the best notice practicable, as required by Federal Rule of Civil Procedure 23, and met the “desire to actually inform” due process communications standard of Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306 (1950) The Court thus affirms its finding and conclusion in the November 19, 2014 Preliminary Approval Order that the notice in this case meets the requirements of the Federal Rules of Civil Procedure and the Due Process Clause of the United States and/or any other applicable law. All objections submitted which make mention of notice have been considered and, in light of the above, overruled.

71. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

72. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties’ plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes

the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

73. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (September 11, 2014)

No. 12-CV-01644 (C.D. Cal.):

Accordingly, the Court hereby finds and concludes that members of the Settlement Class have been provided the best notice practicable of the Settlement and that such notice satisfies all requirements of federal and California laws and due process. The Court finally approves the Notice Plan in all respects...Any objections to the notice provided to the Class are hereby overruled.

74. Judge Gregory A. Presnell

Poertner v. Gillette Co., (August 21, 2014)

No. 12-CV-00803 (M.D. Fla.):

This Court has again reviewed the Notice and the accompanying documents and finds that the "best practicable" notice was given to the Class and that the Notice was "reasonably calculated" to (a) describe the Action and the Plaintiff's and Class Members' rights in it; and (b) apprise interested parties of the pendency of the Action and of their right to have their objections to the Settlement heard. See *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 810 (1985). This Court further finds that Class Members were given a reasonable opportunity to opt out of the Action and that

they were adequately represented by Plaintiff Joshua D. Poertner. See *Id.* The Court thus reaffirms its findings that the Notice given to the Class satisfies the requirements of due process and holds that it has personal jurisdiction over all Class Members.

75. Honorable Christina A. Snyder

Roberts v. Electrolux Home Prod., Inc., (May 5, 2014)

No. 12-CV-01644 (C.D. Cal.):

The Court finds that the Notice Plan set forth in the Settlement Agreement (§ V. of that Agreement) is the best notice practicable under the circumstances and constitutes sufficient notice to all persons entitled to notice. The Court further preliminarily finds that the Notice itself IS appropriate, and complies with Rules 23(b)(3), 23(c)(2)(B), and 23(e) because it describes in plain language (1) the nature of the action, (2) the definition of the Settlement Class and Subclasses, (3) the class claims, issues or defenses, (4) that a class member may enter an appearance through an attorney if the member so desires, (5) that the Court will exclude from the class any member who requests exclusion, (6) the time and manner for requesting exclusion, and (7) the binding effect of a judgment on Settlement Class Members under Rule 23(c)(3) and the terms of the releases. Accordingly, the Court approves the Notice Plan in all respects...

76. Honorable William E. Smith

Cappalli v. BJ's Wholesale Club, Inc., (December 12, 2013)

No. 10-CV-00407 (D.R.I.):

The Court finds that the form, content, and method of dissemination of the notice given to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The notice, as given, provided valid, due, and sufficient notice of these proceedings of the proposed Settlement, and of the terms set forth in the Stipulation and first Joint Addendum, and the notice fully satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, Constitutional due process, and all other applicable laws.

77. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

78. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

79. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

80. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (January 7, 2013)

No. 10-cv-02134 (S.D. Cal.):

The proposed Class Notice, Publication Notice, and Settlement Website are reasonably calculated to inform potential Class members of the Settlement, and are the best practicable methods under the circumstances... Notice is written in easy and clear language, and provides all needed information, including: (1) basic information about the lawsuit; (2) a description of the benefits provided by the settlement; (3) an explanation of how Class members can obtain Settlement benefits; (4) an explanation of how Class members can exercise their rights to opt-out or object; (5) an explanation that any claims against Kaz that could have been litigated in this action will be released if the Class member does not opt out; (6) the names of Class Counsel and information regarding attorneys' fees; (7) the fairness hearing date and procedure for appearing; and (8) the Settlement Website and a toll free number where additional information, including Spanish translations of all forms, can be obtained. After review of the proposed notice and Settlement Agreement, the Court concludes that the Publication Notice and Settlement Website are adequate and sufficient to inform the class members of their rights. Accordingly, the Court approves the form and manner of giving notice of the proposed settlement.

81. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (December 21, 2012)

No. CJ-2003-968 L (W.D. Okla.):

The Plan of Notice in the Settlement Agreement as well as the content of the Claim Form, Class Notice, Post-Card Notice, and Summary Notice of Settlement is hereby approved in all respects. The Court finds that the Plan of Notice and the contents of the Class Notice, Post-Card Notice and Summary Notice of Settlement and the manner of their dissemination described in the Settlement Agreement is the best practicable notice under the circumstances and is reasonably calculated, under the circumstances, to apprise Putative Class Members of the pendency of this action, the terms of the Settlement Agreement, and their right to object to the Settlement Agreement or exclude themselves from the Certified Settlement Class and, therefore,

the Plan of Notice, the Class Notice, Post-Card Notice and Summary Notice of Settlement are approved in all respects. The Court further finds that the Class Notice, Post-Card Notice and Summary Notice of Settlement are reasonable, that they constitute due, adequate, and sufficient notice to all persons entitled to receive notice, and that they meet the requirements of due process.

82. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court **OVERRULES** all objections to the class settlement...

83. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing:...

84. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (June 29, 2012)

No. 11-MD-2247 (D. Minn.):

After the preliminary approval of the Settlement, the parties carried out the notice program, hiring an experienced consulting firm to design and implement the plan. The plan consisted of direct mail notices to known owners and warranty claimants of the RTI F1807 system, direct mail notices to potential holders of subrogation

interests through insurance company mailings, notice publications in leading consumer magazines which target home and property owners, and earned media efforts through national press releases and the Settlement website. The plan was intended to, and did in fact, reach a minimum of 70% of potential class members, on average more than two notices each...The California Objectors also take umbrage with the notice provided the class. Specifically, they argue that the class notice fails to advise class members of the true nature of the aforementioned release. This argument does not float, given that the release is clearly set forth in the Settlement and the published notices satisfy the requirements of Rule 23(c)(2)(B) by providing information regarding: (1) the nature of the action class membership; (2) class claims, issues, and defenses; (3) the ability to enter an appearance through an attorney; (4) the procedure and ability to opt-out or object; (5) the process and instructions to make a claim; (6) the binding effect of the class judgment; and (7) the specifics of the final fairness hearing.

85. Honorable Michael M. Anello

Shames v. Hertz Corp., (May 22, 2012)

No. 07-cv-02174 (S.D. Cal.):

The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action, substantially in the forms of Exhibits A-1 through A-6, as appropriate, (individually or collectively, the "Notice"), and finds that the e-mailing or mailing and distribution of the Notice and publishing of the Notice substantially in the manner and form set forth in ¶ 7 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

86. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes

and all persons entitled to receive such notice as potential members of the Class... The Notice Plan's multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes 'the best notice that is practicable under the circumstances' consistent with Rule 23(c)(2)(B)...Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' *Prudential*, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

87. Judge Jeffrey Goering

***Molina v. Intrust Bank, N.A.*, (January 17, 2012)**

No. 10-CV-3686 (Ks. 18th J.D. Ct.):

The Court approved the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Kansas law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

88. Judge Charles E. Atwell

***Allen v. UMB Bank, N.A.*, (October 31, 2011)**

No. 1016-CV34791 (Mo. Cir. Ct.):

The form, content, and method of dissemination of Class Notice given to the Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all persons entitled to such notice, and said notice fully satisfied the requirements of Rule 52.08 of the Missouri Rules of Civil Procedure and due process.

89. Judge Charles E. Atwell

Allen v. UMB Bank, N.A., (June 27, 2011)

No. 1016-CV34791 (Mo. Cir. Ct.):

The Court approves the form and content of the Class Notice, and finds that transmission of the Notice as proposed by the Parties meets the requirements of due process and Missouri law, is the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

90. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action (“Long Form Notice”), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

91. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the “Insurance Settlements Notice Plan”) which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

92. Judge James Robertson

In re Dep't of Veterans Affairs (VA) Data Theft Litig., (February 11, 2009)

MDL No. 1796 (D.D.C.):

The Court approves the proposed method of dissemination of notice set forth in the Notice Plan, Exhibit 1 to the Settlement Agreement. The Notice Plan meets the requirements of due process and is the best notice practicable under the circumstances. This method of Class Action Settlement notice dissemination is hereby approved by the Court.

93. Judge Louis J. Farina

Soders v. Gen. Motors Corp., (December 19, 2008)

No. CI-00-04255 (C.P. Pa.):

The Court has considered the proposed forms of Notice to Class members of the settlement and the plan for disseminating Notice, and finds that the form and manner of notice proposed by the parties and approved herein meet the requirements of due process, are the best notice practicable under the circumstances, and constitute sufficient notice to all persons entitled to notice.

94. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

95. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

96. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. **'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration**, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. **Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program**, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. **Ethics in Legal Notification, accredited CLE Program**, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. **Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program**, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. **The Fundamentals of Settlement Administration, accredited CLE Program**, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. **Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program**, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. **Reaching Class Members & Driving Take Rates**, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats - Adapting Short Form Notice Requirements to Accommodate Today's Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The "Desire-to-Inform" Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today's Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv. LTA, v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.

CASE NAME	CASE NUMBER	LOCATION
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.

CASE NAME	CASE NUMBER	LOCATION
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re General Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Resistors Antitrust Litig.</i>	15-cv-03820-JD	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re: Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.

CASE NAME	CASE NUMBER	LOCATION
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Cir. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.

CASE NAME	CASE NUMBER	LOCATION
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.
<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D. N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 1999 Avenue of the Stars, Suite 1400, Los Angeles, California 90067.

On **March 18, 2024**, I served a true and correct copy of the document described as ***SUPPLEMENTAL BRIEF IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL*** on the interested parties in this action as follows:

SEE CASE ANYWHERE SERVICE LIST

BY ELECTRONIC SERVICE: Complying with Code of Civil Procedure section 1010.6, my electronic business address is zarita.pereira@hoganlovells.com, and I caused the above-referenced document to be electronically served through CASE ANYWHERE to the party(ies) indicated above.

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

Executed on **March 18, 2024**, at Los Angeles, California.



ZARITA I. PEREIRA

Case Anywhere Electronic Service List

Case Name: **Ocana, et al. v. Renew Financial Holdings, Inc., et al.**

Case Info: **BC701809 and Related Case (BC701810), Los Angeles Superior Court**

Bet Tzedek Legal Services

Taylor Amstutz, Esq. (tamstutz@bettzedek.org).

Emily Chong, Esq. (echong@bettzedek.org).

Jeffrey Webb, Esq. (jwebb@bettzedek.org).

3250 Wilshire Boulevard, 13th Floor

Los Angeles, CA 90010

Phone: (323) 939-0506

Fax: (323) 471-4568

Representing:

Plaintiffs

Hogan Lovells US LLP

Vassi Iliadis, Esq. (vassi.iliadis@hoganlovells.com).

Michael Maddigan, Esq. (michael.maddigan@hoganlovells.com).

Alicia Matarese, Esq. (alicia.matarese@hoganlovells.com).

1999 Avenue of the Stars, Suite 1400

Los Angeles, CA 90067

Phone: (310) 785-4600

Fax: (310) 785-4601

Representing:

Plaintiffs

Orrick, Herrington & Sutcliffe LLP

Ali Abugheida, Esq. (aabugheida@orrick.com).

405 Howard Street

San Francisco, CA 94105

Phone: (415) 773-5700

Fax: (415) 773-5759

Representing:

Renew Financial Corp. II

Renew Financial Holdings, Inc.

Orrick, Herrington & Sutcliffe LLP

Fredrick Levin, Esq. (flevin@orrick.com)
631 Wilshire Blvd, Suite 2-C
Santa Monica, CA 90401
Phone: (310) 424-3916
Fax: (310) 424-3960

Representing:

Renew Financial Corp. II
Renew Financial Holdings, Inc.

Public Counsel Law Center

Stephanie Carroll, Esq. (scarroll@publiccounsel.org)
Ghirlandi Guidetti, Esq. (gguidetti@publiccounsel.org)
610 South Ardmore Avenue
Los Angeles, CA 90005
Phone: (213) 385-2977
Fax: (213) 385-9089

Representing:

Plaintiffs

Reed Smith LLP

Clark Donat, Esq. (cdonat@reedsmith.com)
Emily Lynch, Esq. (elynch@reedsmith.com)
Christine Morgan, Esq. (cmorgan@reedsmith.com)
101 Second Street, Suite 1800
San Francisco, CA 94105
Phone: (415) 543-8700
Fax: (415) 391-8269

Representing:

County of Los Angeles
Renovate America, Inc.

Seyfarth Shaw LLP

Jesse Miller, Esq. (jmiller@seyfarth.com)
Afshin Najafi, Esq. (anajafi@seyfarth.com)
560 Mission Street, Suite 3100
San Francisco, CA 94105
Phone: (415) 397-2823
Fax: (415) 397-8549

Representing:

County of Los Angeles
Renovate America, Inc.

The Service List is compiled from information provided to Case Anywhere and is not independently reviewed for accuracy.

Only attorneys are listed. Other authorized users may also receive case notifications by email.