[PROPOSED] FINAL ORDER AND JUDGMENT

(\$G

MAR

08

CASE NO. RICJCCP4940

This matter having come before the Court on March 4, 2022 upon the Motion of plaintiffs George Loya, Judith Loya, Richard Ramos, Michael Richardson and Shirley Petetan (collectively, "Representative Plaintiffs"), individually and on behalf of a class of persons, for Final Approval of a settlement reached between the Parties, and upon review and consideration of the Second Amended Settlement Agreement dated October 22, 2020 (the "Settlement Agreement"), the exhibits to the Settlement Agreement, the evidence and arguments of counsel presented at the Final Approval Hearing, and the submissions filed with this Court in connection with the Final Approval Hearing, IT IS HEREBY ORDERED and adjudged as follows:

- 1. Pursuant to California Rules of Court, rules ("CRC") 3.769(g) and (h) and 3.770, the Settlement of this action, as embodied in the terms of the Settlement Agreement, is hereby finally approved as a fair, reasonable and adequate settlement of this Action in light of the factual, legal, practical and procedural considerations raised by this action. The Settlement Agreement is hereby incorporated by reference into this Final Order and Judgment Approving Settlement and Certifying the Settlement Class ("Final Approval Order"). Capitalized terms in this Order shall, unless otherwise defined, have the same meaning as in the Settlement Agreement.
- 2. For settlement purposes only, the Settlement Class, as that term is defined in Paragraph 1.27 of the Settlement Agreement, is found to meet the requirements of CRC 3.764, 3.765 and 3.769(d) and Code of Civil Procedure section 382.
- 3. Solely for the purpose of the Settlement and pursuant to CRC 3.769(d), the Court hereby finally certifies the following Settlement Class:
 - (i) all persons or entities who received residential PACE tax assessment financing from WRCOG through the HERO program where the underlying assessment contract was executed by the person or entity between January 1, 2012 and July 7, 2016; (ii) all persons or entities who received residential PACE tax assessment financing from LAC through the HERO program where the underlying assessment contract was executed by the person or entity between January 1, 2012 and June 15, 2017; and (iii) all persons or entities who received residential PACE tax assessment financing from SANBAG through the HERO program where the underlying assessment contract was executed by the person or entity between January 1, 2012 and June 15, 2017.
 - 4. The Court specifically finds that:
 - (a) The Class is so numerous that joinder of all members is impracticable.

March 4

- 7. This Court convened the Final Approval Hearing at 9:00 a.m. on February 3, 2022, in Department 6 of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501. Counsel presented argument at that time.
- 8. The Court finds that notice previously given to Class Members in the Action was the best notice practicable under the circumstances and satisfies the requirements of due process and CRC 3.766 and 3.769(f). The Court further finds that, because (a) adequate notice has been provided to all Class Members and (b) all Class Members have been given the opportunity to object to, and/or request exclusion from, the Settlement, the Court has jurisdiction over all Class Members. The Court further finds that all requirements of statute, rule, and the Constitution necessary to effectuate this Settlement have been met and satisfied.
- 9. Pursuant to CRC 3.769(g), the Court has considered whether the Settlement, as set forth in the Settlement Agreement, should be approved under the fairness standards set forth in Kullar v. Foot Locker Retail, Inc., 168 Cal. App. 4th 116, 128 (2008); see also Dunk v. Ford Motor Co., 48 Cal. App. 4th 1794, 1801 (1996). The Court finds that the Settlement is fair, adequate, and reasonable, after due consideration of: (1) the strength of plaintiffs' case balanced against the settlement amount; (2) the risk, expense, complexity and likely duration of further litigation, including the risk of maintaining class action status through trial; (3) the amount offered in settlement; (4) the extent of discovery completed and the stage of the proceedings; (5) the experience and view of counsel; and (6) the reaction of the Class Members to the proposed Settlement. In reaching these findings on the Kullar factors, the Court considered all written submissions, affidavits, and arguments of counsel, as well as the entire record in the case. After notice and a hearing, this Court finds that the terms of the Settlement and the Settlement Agreement, including all exhibits thereto, are fair, adequate and reasonable and are in the best interest of the Settlement Class. Accordingly, the Settlement and the Settlement Agreement should be and are approved and the Settlement Agreement shall govern all issues regarding the Settlement and all rights of the Parties, including the rights of the Class Members.
- 10. Upon consideration of Class Counsel's application for attorneys' fees and litigation costs, Class Counsel are hereby awarded \$(43,114.51), which consists of \$56,000 in

attorneys' fees and \$82914.50 costs. Class Counsel are also awarded 33% of any moneys obtained for the Class as a result of the Class Claim filed in the bankruptcy action (In re: Renovate America, Inc., et al., Case No. 20-13172 (LSS) (Bankr. D.D.C.)), plus any reasonable costs accruéd between now and then, and Class Counsel shall submit a motion for distribution to effectuate same. These awards resolve, without limitation, all claims for attorneys' fees and litigation costs incurred by (a) Class Counsel, (b) any other counsel representing (or purporting to represent) the Representative Plaintiffs or Class Members (or any of them), and (c) Representative Plaintiffs or the Class Members (or any of them), in connection with or related to any matter in the Action, the Settlement, the administration of the Settlement, and any of the matters or claims within the scope of the Release, as embodied in paragraphs 5.01 and 5.02 of the Settlement Agreement.

- 11. Upon consideration of Representative Plaintiffs' application for an award to the Representative Plaintiffs, the amount of the Class Representative Award is hereby fixed at five thousand dollars (\$5,000.00) to individual plaintiffs Richard Ramos, Michael Richardson and Shirley Petetan. George and Judith Loya will receive one joint \$5,000.00 payment.
- 12. In accordance with the Settlement Agreement, and to effectuate the Settlement, the Settlement Administrator shall cause:
- (a) the Benefit Checks (and Supplemental Benefit Checks if appropriate) to be provided to Class Members in accordance with the terms of the Settlement Agreement, which shall all expire after ninety (90) days;
- (b) the attorneys' fees and costs awards made in Paragraph 10 above to be disbursed to Class Counsel in accordance with the terms of the Settlement Agreement and this Order;
- (c) the Class Representative Award made in Paragraph 11 above to be disbursed to Class Counsel in accordance with the terms of the Settlement Agreement; and
- (e) the Settlement Administration Costs to be paid in accordance with the terms of the Settlement Agreement.
- 13. This Final Approval Order shall be the final judgment resolving the Action and all claims against the Defendant. The judgment shall be without costs to any Party.

14. Representative Plaintiffs and each Class Member, other than those who requested timely exclusion from the Settlement as identified in **Exhibit A** hereto, shall be forever bound by this Final Approval Order and the Settlement Agreement including the Release set forth in paragraphs 5.01 and 5.02 of the Settlement Agreement, which provides as follows:

forth in this Agreement, the Representative Plaintiffs and each Class Member who is not a Successful Opt-Out, and all those who claim through them or who assert claims (or could assert claims) on their behalf (including the government in the capacity as *parens patriae* or on behalf of creditors or estates of the releasees), and each of them (collectively and individually, the "Releasing Persons"), will be deemed to have completely released and forever discharged Renovate America, Inc., and each of its past, present, and future officers, directors, employees, and agents (collectively and individually, the "Released Persons"), from the "Released Claims." The Released Claims are any claims asserted in the Second Amended Class Action Complaints and any other claims that could have been brought based on the facts alleged in the Second Amended Class Action Complaints. For the avoidance of doubt, the reference to "facts alleged" in the preceding sentence only applies to facts alleged in the Second Amended Class Action Complaints that supported the causes of action in the Second Amended Class Action Complaints that supported the causes of action in the Second Amended Class Action Complaints. The "Released Claims" can be found as follows:

- For those Class Members who participated in the Western Riverside Council of Governments HERO Program, the claims are set forth in the Second Amended Class Action Complaint filed May 1, 2018 related to Loya v. Western Riverside Council of Governments, No. RIC1614434;
- For those Class Members who participated in the County of Los Angeles HERO
 Program, the claims are set forth in the Second Amended Class Action Complaint filed
 May 1, 2018 related to Richardson v. County of Los Angeles, No. BC639230; and
- For those Class Members who participated in the San Bernardino Associated Governments HERO Program, the claims are set forth in the Second Amended Class

Action Complaint filed May 1, 2018 related to Ramos v. San Bernardino Associated Governments, No. CIVDS1618459.

The Loya and Ramos complaints identified above include Second Causes of Action asserting violations of the "unlawful prong" of California Business and Professions Code Section 17200, et seq. by way of violations of California Financial Code Sections 4970, et seq. See Loya Second Amended Class Action Complaint, Paragraphs 179-197; Ramos Second Amended Class Action Complaint, Paragraphs 156-174. For purposes of these causes of action only, the Released Claims only include releases for: (i) causes of action brought under the "unlawful prong" of California Business and Professions Code Section 17200, et seq. by way of violations of California Financial Code Sections 4970, et seq.; and (ii) causes of action that could have been brought directly under California Financial Code Sections 4970, et seq. based on the same alleged facts. For purposes of these causes of action only, the Released Claims do not include any other claims that could have been brought based on the facts alleged to support these causes of action. The Richardson Second Amended Class Action Complaint does not contain such a cause of action.

This Release does not release or discharge any causes of action brought against any of the Released Parties in the unrelated matter Barbara Morgan, et al. v. Renew Financial Group, LLC, et al., San Diego County Superior Court Case No. 37-2019-00052045-CU-OR-CTL, which alleges certain causes of action relating to California Civil Code sections 1804.1(j) and 1804.2 of the California Retail Installments Sales Act. This Release does not release or discharge any causes of action brought against any of the Released Parties in the unrelated matter Reginald Nemore, et al. v. Renovate America, et al., Los Angeles County Superior Court Case No. BC701810. For the avoidance of doubt, the claims in these two cases would not have been released even without their express exclusion herein and are excluded in this manner because counsel for the plaintiffs in these two matters requested it. For the further avoidance of doubt, the reference to "agents" in the definition of Released Claims is not intended to and does not release any claims that Class Members may have against contractors who performed work on their properties pursuant to any HERO program. This Release shall be included as

part of any judgment, so that all released claims and rights shall be barred by principles of res judicata, collateral estoppel, and claim and issue preclusion.

5.02 In addition to the provisions of paragraph 5.01 above, the Representative Plaintiffs only hereby expressly agree that, upon Final Approval, each will waive and release any and all provisions, rights, and benefits conferred either: (a) by Section 1542 of the California Civil Code, or (b) by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to section 1542 of the California Civil Code, with respect to the claims released pursuant to paragraph 5.01 above. Section 1542 of the California Civil Code reads:

Section 1542. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Representative Plaintiffs' waiver of all rights and benefits afforded by Section 1542 is done with the understanding and acknowledgement of the significance of such a specific waiver of Section 1542. Notwithstanding the provisions of Section 1542, and for the purpose of implementing a full and complete release and discharge of each and all the Released Persons, the Representative Plaintiffs expressly acknowledge that this Agreement is intended to include in its effect (without limitation) all claims that the Representative Plaintiffs know or suspect to exist in their favor, as well as all claims that the Representative Plaintiffs do not know or suspect to exist in their favor at the time the Parties execute this Agreement, which contemplates the extinguishment of any such claims. This waiver also applies to any other relevant re-codification or similar laws implemented hereafter substantially covering the subject matter of Section 1542.

Whether a beneficiary of California law or otherwise, Representative Plaintiffs acknowledge that he or she may hereafter discover facts other than or different from those that he or she knows or believes to be true with respect to the subject matter of the claims released pursuant to the terms of paragraph 5.01 above, but each of those individuals expressly agree

that, upon entry of the final judgment contemplated by this Settlement Agreement, he and she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent claim with respect to the claims released pursuant to paragraph 5.01 above, whether or not concealed or hidden, without regard to subsequent discovery or existence of such different or additional facts.

- 15. The Release set forth in paragraph 14 above and in the Settlement Agreement shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, other proceedings maintained by or on behalf of Representative Plaintiffs, Class Members and each of the Releasing Persons concerning matters and claims that are encompassed within the scope of the Release, as embodied in paragraphs 5.01 and 5.02 of the Settlement Agreement.
- 16. The Released Persons each are hereby forever discharged by Representative Plaintiffs, Class Members and the Releasing Parties from all matters and claims within the scope of the Release, as embodied in paragraphs 5.01 and 5.02 of the Settlement Agreement.
- 17. This Final Approval Order, the Settlement Agreement, any document referred to in this Order, any action taken to carry out this Order, any negotiations or proceedings related to any such documents or actions, and the carrying out of and entering into the terms of the Settlement Agreement, shall not be construed as, offered as, received as or deemed to be evidence, impeachment material, or an admission or concession with regard to any fault, wrongdoing or liability on the part of the Defendant whatsoever in the Action, or in any other judicial, administrative, regulatory action or other proceeding; provided, however, this Order may be filed in any action or proceeding against or by the Defendant or the Released Persons, or any one of them, to enforce the Settlement Agreement or to support a defense of res judicata, collateral estoppel, release, accord and satisfaction, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim. Successful Opt-Outs, as defined in the Settlement Agreement, shall be exempted from being covered by the terms of this Order and the Release.
- 18. The notice required by CRC 3.769(f) has been provided, more than 90 days has passed between when that notice was given and the entry of this Final Approval Order, and there shall be no

EXHIBIT A



Renovate America Finance Cases

Exclusion Report Case No. RICJCCP4940

11	First Name	Last Name	Status
1	WILLARD	HALL	COMPLETE
2	EDMUND	BURKE	COMPLETE
3	ASDRUBAL	BERMUDEZ	COMPLETE
4	DELIA	LEAL	COMPLETE
5	LARRY	MILLER	COMPLETE
6	KATHARINE	OWENS	COMPLETE
7	ROBERT	MC LAUGHLIN	COMPLETE
8	SAMUEL	DASALLA	COMPLETE
9	SOCORRO	RUVALCABA	COMPLETE
10	LAWRENCE	PERLE	COMPLETE
11	CHERYL	JOHNSON	COMPLETE
12	JAMES	CROCKETT	COMPLETE
13	LUIS	ARECHIGA	COMPLETE
14	MARIA	PAUL	COMPLETE
15	PATRICIA	LEYVA	COMPLETE
16	PAMELA	COLEMAN	COMPLETE
17	MARY JANE	BUZZELLO	COMPLETE
18	ALAN	LOGO	COMPLETE
19	MARIA	CASTILLO	COMPLETE
20	RICHARD	ANDREWS	COMPLETE
21	JOSE	LOPEZ	COMPLETE
22	RALPH	CLURE	COMPLETE
23	ORLANDO	PANTALEON	COMPLETE
24	ANGIE	PEREZ CAMACHO	COMPLETE
25	MARIA	CALDERON	COMPLETE
26	TERESA	WOODS	COMPLETE
27	TERRY	WOODS	COMPLETE
28	HUMBERTO	GARCIA	COMPLETE
29	ALMA	FOSTER	COMPLETE
30	MARIA	ANDRADE	COMPLETE
31	R ARLENE	MALAFA	COMPLETE
32	TRISHA	DREHER	COMPLETE
33	EULA	GRAY	COMPLETE
34	JUAN MANUEL	URIBE	COMPLETE
35	ISIDRO	MONTES	COMPLETE
36	GONZALO	GARCIA	COMPLETE
37	SACRAMENTO	DELGADO	COMPLETE
38	DIANA	KELPIN	COMPLETE
39	DEANNA	CAREY	COMPLETE
40	CHAN	CLARK	COMPLETE
41	FRANKLIN	BIEDA	COMPLETE

42	ANGELITA	CONCEPCION	COMPLETE
43	STELLA	ROBLES	COMPLETE
44	STEVEN	WALCOTT	
45	CHERYL	RUSHING	COMPLETE
46	NORMAN	TANCRATOR	COMPLETE
47	VILMA		COMPLETE
48	MELISSA	COVARRUBIAS	COMPLETE
49	MANUEL	RAMOS	COMPLETE
50	JANICE	RAMOS	COMPLETE
51	DAVID	CHRISTIAN	COMPLETE
	VICTORIA	MORALES	COMPLETE
52 53		DEBAZ	COMPLETE
-	ANDRES	NUNEZ	COMPLETE
54	JAMES	WALLACE	COMPLETE
55	VERONIKA	MELENDY	COMPLETE
56	GILBERTO	GUTIERREZ	. COMPLETE
57	JAMES	NUSE	COMPLETE
58	CALLETANO	VARELA	COMPLETE
59	HORACE	SMITH	COMPLETE
60	CARLOS	CASTELLANOS	COMPLETE
61	SHARON	CANFIELD	COMPLETE
62	LEONARD	DE LA ROSA	COMPLETE
63	LINDA	MCMURPHY	COMPLETE
64	GARY	COURNEYA	COMPLETE
6.5	ELISA	RICHER	COMPLETE
66	SANDRA	KARG	COMPLETE
67	LARRY	SHAFFER	COMPLETE
68	ROMMEL	COMES	COMPLETE
69	JAMES	WEEDEN	COMPLETE
70	JANET	CRATE	COMPLETE
71	IRENE	LLAMAS	COMPLETE
72	ANGELA	EREN	COMPLETE
73	ALICIA	STONUM	COMPLETE
74	TIMOTHY	EMERICK	COMPLETE
75	MARVEL	LACY	COMPLETE
76	MARIA	AGUIRRE	COMPLETE
77	ROBERT	DEPARTEE	COMPLETE
78	JENNIFER	LUSSIER	COMPLETE
79	MARC	CAPUTO	COMPLETE
80	REGINALD	NEMORE	COMPLETE
81	JULIO	RAMIREZ	COMPLETE
82	BALJIT	GIDHA	COMPLETE
83	RITA	TENNIS	COMPLETE
84	ANDRE	STUPPERT	COMPLETE
85	JOHN	PARR	COMPLETE
86	MICHAEL	MINNICK	COMPLETE
87	GREGORY	HEGWOOD	COMPLETE
88	HANG	PHAM	COMPLETE
			VVIII LLIFE

ı

89	JACQULYNN	BAZILE	COMPLETE
90	YOLANDA	CARDENAS	COMPLETE
91	AURELIA	MILLENDER	COMPLETE
92	HENRY	RAMOS	COMPLETE
93	ELVIA	ACUNA	COMPLETE
94	ROLANDO	HERRERA	COMPLETE
95	PABLO	REVELES	COMPLETE
96	JOSEPH	SHERMAN	COMPLETE
97	ERNEST	PARSONS JR	COMPLETE
98	LINDA	NAVARRO	COMPLETE
99	PHU	NGUYEN	COMPLETE
100	MILADA	PICOU	COMPLETE
101	EVERETT	CAIN	COMPLETE
102	JOE	AGUSTIN	COMPLETE
103	LUBERTHA	SHAW	COMPLETE
104	NANCY	HUBBARD	COMPLETE
105	ROLAND	PERALTA	
106	MICHAEL	MABRY	COMPLETE
107	CAROLYN	SERNA	COMPLETE
108	RITA	LIVELY	COMPLETE
109	EMELITA	BITUIN	COMPLETE
110	TRUC	CAO	COMPLETE
111	RICHARD	HAYNIE	COMPLETE
112	MANUEL		COMPLETE
113	JENNIFER	CARDENAS	COMPLETE
114	OLLIE	MERRITT	COMPLETE
115	CHARLES	GOOSBY	COMPLETE
116		MILES	COMPLETE
117	JOHN STEPHANIE	KOCH	COMPLETE
		MEDINA	COMPLETE
118	EDITH	FLORES PINTO	COMPLETE
119	VIOLETA	SENAC	COMPLETE
1.20	LEONIDAS	PAXTON	COMPLETE
1.21	CASEY	RITCHEY	COMPLETE
122	COLIN	INGRAHAM	COMPLETE
123	JAIME	CHAVEZ	COMPLETE
124	ELLA MARIE	FORTENBACH	COMPLETE
125	CHRISTOPHER	MAYS	COMPLETE
126	JAZELLE	HERNANDEZ	COMPLETE
127	CHRISTINA	FERRIS	COMPLETE
128	MICHAEL_	BROOKS	COMPLETE
129	LARRY	DOYLE	COMPLETE
130	VICKY	ALEXANDER	COMPLETE
131	ANTHONY	SKRYPZAK	COMPLETE
132	JENIFER	TYNDALL	COMPLETE
133	JULIA	KENNEDY	COMPLETE
134	MARVEL	WIGHT	COMPLETE
135	MARRION	RICHMOND	COMPLETE

136	CHERYL	BLAIN	COMPLETE
137	BLANCA	MOHD	LATE
138	NICHOLAS	MADRID	LATE
139	LUIS	ALVARENGA	LATE
140	JASON	MYERS	LATE
141	MARY	GILBERT	LATE
142	MICHAEL	NORD	LATE
143	WYATT	JOHNSON	LATE
144	SHAILENDRA	PRASAD	INCOMPLETE (Missing signature on exclusion form)
145	BLANCA	SANCHEZ	INCOMPLETE (Missing signature on exclusion form)
146	RAFAEL	VILLAREAL	INCOMPLETE (Missing signature on exclusion form)
147	CHRISTOPHER	MATTINGLY	INCOMPLETE (Missing signature on exclusion form)

ı