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*Attorneys for Plaintiffs*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**COUNTY OF LOS ANGELES**

ZENIA OCANA, et al.,

Plaintiffs,

v.

RENEW FINANCIAL HOLDINGS, INC.,  
et al.,

Defendants.

Case No. BC701809

Related Case No. BC701809

Honorable William Highberger

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND AWARDED  
ATTORNEYS' FEES AND COSTS**

AND RELATED ACTION.

1 On September 24, 2024 at 9:00 a.m. this Court heard argument on the motion by Plaintiffs  
2 Zenia Ocana, Juan Ocana Lau, Violeta Senac, Maria Alvarez, Reginald Nemore, Aurelia  
3 Millender, and Allen Bowen, individually and on behalf of all others similarly situated  
4 (collectively, “Plaintiffs”), for Final Approval of the Class Action Settlement and for Certification  
5 of the Settlement Class in this matter, as well as for an award of attorneys’ fees and costs.

6 On March 25, 2024, this Court entered an Order granting preliminary approval of a  
7 settlement in these matters, resulting in preliminary certification of the following provisional  
8 Settlement Classes:

- 9 • **The “Ocana Class”**: The “PACE Class” consists of all homeowners who purportedly  
10 entered into a Renew Financial Assessment Contract with Los Angeles County  
11 between March 1, 2015 and March 31, 2018, where that assessment contract has been  
12 recorded as a lien against the homeowner’s real property; and
- 13 • **The “Nemore Class”**: The “PACE Class” consists of all homeowners who  
14 purportedly entered into a Renovate America Hero Assessment Contract with Los  
15 Angeles County between March 1, 2015 and March 31, 2018, where that assessment  
16 contract has been recorded as a lien against the homeowner’s real property.

17 The Court’s Order further directed the parties to provide notice to the class, which  
18 informed absent class members of: (a) the Proposed Settlement and the Settlement’s key terms;  
19 (b) the date, time, and location of the final approval hearing; (c) the right of any class member to  
20 object to the Settlement and an explanation of the procedures to exercise that right; (d) the right of  
21 any class member to exclude themselves from the settlement and an explanation of the procedures  
22 to exercise that right; and (e) an explanation of the procedures for the proposed class members to  
23 participate in the proposed settlement.

24 The Court, upon Notice having been given as required in the Preliminary Approval  
25 Order, and having considered the proposed Settlement Agreement, and all papers filed, hereby  
26 **ORDERS, ADJUDGES, and DECREES** as follows:

- 27 1. The Court has jurisdiction over the subject matter of these actions, over all parties to  
28 these actions, and over all members of the Settlement Class.
2. The Court finds that the Settlement Class is properly certified as a Settlement Class for  
settlement purposes only.
3. The Notice provided to the Settlement Class conforms with the requirements of

1 California Code of Civil Procedure 382, California Civil Code section 1781,  
2 California Rules of Court 3.766 and 3.769, the California and United States  
3 Constitutions, and any other applicable law, and it constitutes the best notice  
4 practicable under the circumstances by providing individual notice to all class  
5 members who could be identified and located through reasonable effort and by  
6 providing due and adequate notice of the proceedings and of the matters set forth  
7 therein to other class members. The notice fully satisfied the requirements of due  
8 process.

9 4. The Court finds that the settlement was entered into in good faith, that the settlement  
10 is fair, reasonable, and adequate, and that the settlement satisfies the standards and  
11 applicable requirements for final approval of this class action settlement under  
12 California law, including the provisions of California Civil Code section 382 and  
13 California Rules of Court, Rule 3.769.

14 5. One class member, Joan Banks, objected to the terms of the settlement. Finding that  
15 the Settlement is fair, reasonable, and adequate, the Court finds that the objection  
16 lacks merit and is overruled.

17 6. \_\_\_\_\_ class members have submitted valid requests for exclusion from the  
18 settlement. Class members who have validly requested exclusion will be identified in  
19 the Judgment in this action and will not be bound by that Judgment.

20 7. Upon entry of this Order, the Settlement Administrator shall effect compensation to  
21 the participating members of the Settlement Class pursuant to the terms of the  
22 Settlement Agreement. The Settlement Administrator will use free publicly available  
23 data to attempt to ascertain the amount of any outstanding PACE assessment for each  
24 class member so that the Settlement Administrator makes Level Two, Three, and  
25 Four recovery payments in accordance with the Settlement Agreement, to wit, first to  
26 make payments toward the class member's existing PACE assessment, if any, before  
27 remitting the remainder of any settlement for that class member directly to that class  
28 member. All parties agree to work diligently and in good faith to assist the Settlement

1 Administrator in determining any amounts of outstanding PACE assessments that  
2 cannot be ascertained using free public data and in effecting payment pursuant to the  
3 terms of the Settlement Agreement.<sup>1</sup>

4 8. In addition to any recovery that each of them may receive under the Settlement  
5 Agreement, the Court, in recognition of the named Plaintiffs efforts on behalf of the  
6 Settlement Class hereby approves the payment of an incentive award of \$12,500 to  
7 each named Plaintiff. This incentive award, unlike other payments under this  
8 Settlement, does not need to be first used to satisfy any outstanding PACE lien.

9 9. The Court approves the payment of attorney's fees and costs to Plaintiffs' counsel, as  
10 shown in the cart below:

11

<u>Firm/Organization</u>	<u>Amount</u>	<u>Fees or Costs</u>
Public Counsel	\$750,000	Fees
Public Counsel	\$1,790.63	Costs
Bet Tzedek	\$750,000	Fees
Bet Tzedek	\$146.19	Costs
Hogan Lovells	\$84,963	Costs
Irell & Manella	\$68,722.01	Costs

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20 10. The Court orders and approves payments of up to \$344,000 to JND for performance  
21 of its claims administration services. If the total cost of JND's services is less than  
22 \$344,000, then any amounts less than \$344,000 shall be split evenly between Public  
23 Counsel and Bet Tzedek.

24 11. The Parties are ordered to give notice to all class members in accordance with  
25 California Rule of Court 3.771(b) by posting the Judgment on the Settlement website.

26 12. Upon the effective date of the Settlement, the Plaintiffs and all members of the  
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28 <sup>1</sup> This might include, for example, providing upcoming tax year information that the County is compiling for the  
November tax bills, within 30 days of the new tax year. 4

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Settlement Class, except the excluded individuals referenced in paragraph 6 of this Order, shall have, by operation of this Order and the accompanying Judgment, fully, finally, and forever released, relinquished, and discharged Defendants from all claims, as defined by the terms of the Settlement, whether or not a Settlement Class member executes and delivers a claim form. Upon the effective date, all Settlement Class members shall be and hereby are permanently barred and enjoined from the institution or prosecution of any and all of the claims released under the terms of the Settlement.

- 13. Upon completion of the administration of the Settlement, the parties shall file a declaration stating that all of the claims have been paid and that the terms of the settlement have been completed.
- 14. The accompanying Judgment is intended to be a final Judgment and is immediately appealable.
- 15. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters relating to the Settlement and the determination of all matters and controversies related thereto.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_  
Honorable William Highberger  
Judge of the Superior Court

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**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 September 13, 2024, I served a true and correct copy of the document described as **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND AWARDED ATTORNEYS' FEES AND COSTS** 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 [tiffany.dejonge@hoganlovells.com](mailto:tiffany.dejonge@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 September 13, 2024, at Lancaster, California.



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Tiffany de Jonge