

**SETTLEMENT AGREEMENT AND RELEASE**

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

**RECITALS**

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

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

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

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

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

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

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

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

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

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

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

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

### **DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AGREEMENT AND RELEASE**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

D. The Court does not enter the Judgment;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ACCEPTED AND AGREED.**