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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF RIVERSIDE**

19 IN RE: RENOVATE AMERICA FINANCE
20 CASES

Case No.

RICJCCP4940

**DECLARATION OF CAMERON R. AZARI,
ESQ. ON IMPLEMENTATION AND
ADEQUACY OF SETTLEMENT NOTICES
AND NOTICE PLAN**

23 THIS DOCUMENT RELATES TO:

24 ALL ACTIONS

25 Date: July 8, 2020

26 Time: 8:30 a.m.

27 Dept.: 06

Judge: Hon. Sunshine Sykes

28 Complaint Filed: November 1, 2016

2nd Am. Consol. Compl. Filed: May 1, 2018

1 I, Cameron Azari, declare as follows:

2 1. My name is Cameron R. Azari, Esq. I am over the age of twenty-one, I have personal
3 knowledge of the matters set forth herein, and I believe them to be true and correct.

4 2. I am a nationally recognized expert in the field of legal notice and I have served as a legal
5 notice expert in dozens of federal and state cases involving class action notice plans.

6 3. I previously executed my “Declaration of Cameron R. Azari, Esq. on Settlement Notices
7 and Notice Plan,” on November 13, 2019, in which I detailed Hilsoft’s class action notice experience
8 and attached Hilsoft’s curriculum vitae. I also provided my educational and professional experience
9 relating to class actions and my ability to render opinions on overall adequacy of notice programs.
10 Subsequently, I executed my “Supplemental Declaration of Cameron R. Azari, Esq.” on January 13,
11 2020, in which I addressed questions from the Court regarding the Notice Plan for the Settlement. The
12 facts in this declaration are based on my personal knowledge, as well as information provided to me
13 by my colleagues in the ordinary course of my business at Hilsoft and Epiq.

14 **OVERVIEW**

15 4. On February 14, 2020, the Court approved the Notice Plan as designed by Hilsoft and
16 appointed Epiq as the Settlement Administrator in the *Amended Order Preliminarily Approving Class
17 for Settlement Purposes, and with Respect to Class Notice, Final Approval Hearing, and
18 Administration* (“Preliminary Approval Order”).

19 5. In the Preliminary Approval Order, the Court certified the following “Class” or
20 “Settlement Class”:

21 All persons or entities who received residential PACE tax assessment
22 financing from WRCOG through the HERO program where the
23 underlying assessment contract was executed by the person or entity
24 between January 1, 2012 and July 7, 2016; (ii) all persons or entities who
25 received residential PACE tax assessment financing from LAC through
26 the HERO program where the underlying assessment contract was
27 executed by the person or entity between January 1, 2012 and June 15,
28 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.

1 23(e)(1) to a class proposed to be certified for purposes of settlement under Rule 23(b)(3)—the court
2 must direct to class members the best notice that is practicable under the circumstances, including
3 individual notice to all members who can be identified through reasonable effort. *The notice may be*
4 *by one or more of the following: United States mail, electronic means, or other appropriate means*”
5 (emphasis added). The italicized text is new and according to the Committee’s comments, “when
6 selecting a method or methods of giving notice courts should consider the capacity and limits of current
7 technology, including class members’ likely access to such technology,” and “instead of preferring
8 any one means of notice, therefore, the amended rule relies on courts and counsel to focus on the
9 means or combination of means most likely to be effective in the case before the court.” While the
10 settlement here is in California Superior Court (and not Federal Court) the recent changes to FRCP
11 Rule 23 are instructive.

12 10. In my experience, the decision to use email as the initial method of delivering notice
13 often hinges on how the available email addresses were obtained. Where emails were given by current
14 or recent customers to the defendant with the expectation that they would be communicated with via
15 email, sending notice in the first instance by email is often preferable (as there will be an expectation
16 to receive communication from or related to the defendant via email). This is frequently the case in
17 banking, financial, and insurance litigation when customers have provided emails as part of their
18 account, loan or policy. I understand that to be the situation here as evidenced by the high number of
19 email addresses that Defendant possesses and as evidenced by my understanding that some
20 correspondence with Class Members by Defendant occurred via email.

21 11. As detailed in my November 13, 2019, declaration, I have personally worked on several
22 recent notice efforts where email notice was featured. The following is a list of recent cases where
23 Epiq used email notice as the primary initial method of notice:

- 24 • *McKnight v. Uber Technologies, Inc.*, Case No. 3:14-cv-05615-JST, N.D. Cal.
25 (individual email notice to more than 22.1 million potential class members).
- 26 • *Joanne Farrell v. Bank of America, N.A.*, Case No. 3:16-cv-00492-L-WVG, S.D.
27 Cal. (individual email notice to more than 7 million potential class members and
28 postcard notice to approximately 750,000 potential class members).

- *Vergara v. Uber Technologies, Inc.*, Case No. 1:15-CV-06942, N.D. Ill. (individual email notice to more than 6.4 million potential class members and postcard notice to approximately 641,000 potential class members).
- *Torres v. SGE Management, LLC et al.*, Case No. 4:09-CV-2056, S.D. Tex. (individual email notice to more than 170,000 potential class members and postcard notice to approximately 10,300 potential class members).

Email Notice

12. On April 9, 2020, Epiq sent an Email Notice to 74,947 potential Class Members for whom a facially valid email address was available. The Email Notice was created using an embedded html text format. This format provided easy-to-read text without graphics, tables, images and other elements that would increase the likelihood that the message could be blocked by Internet Service Providers (ISPs) and/or SPAM filters. Each Email Notice was transmitted with a unique message identifier. If the receiving email server could not deliver the message, a “bounce code” was returned along with the unique message identifier. For any Email Notice for which a bounce code was received indicating that the message was undeliverable, at least two additional attempts were made to deliver the Notice by email. After completion of the initial Email Notice effort, 4,097 Emailed Notices remain undeliverable.

13. The Email Notice included an embedded link to the case website. By clicking the link, recipients were able to easily access the more detailed Long Form Notice, the Exclusion Request Form, the Objection Form, the Settlement Agreement, and other information about the Settlement. The Email Notice is included as **Attachment 1**.

Direct Mail

14. On April 9, 2020, Epiq sent seven Notice Packages (Long Form Notice, Exclusion Request Form and the Objection Form) to all Class Members associated with assessments with an associated physical address that did not have a facially valid email address. In addition, on May 1, 2020, Epiq sent 4,097 Notice Packages to all records where an Email Notice was not deliverable. The Notice Packages were sent via United States Postal Service (“USPS”) first class mail. Prior to mailing, all mailing addresses were checked against the National Change of Address (“NCOA”) database

1 maintained by the USPS.¹ In addition, the addresses were certified via the Coding Accuracy Support
2 System (“CASS”) to ensure the quality of the zip code, and verified through Delivery Point Validation
3 (“DPV”) to verify the accuracy of the addresses. This address updating process is standard for the
4 industry and for the majority of promotional mailings that occur today.

5 15. The return address on the Notice Packages is a post office box maintained by Epiq. The
6 USPS automatically forwards Notice Packages with an available forwarding address order that has not
7 expired (“Postal Forwards”). For Notice Packages returned as undeliverable, Epiq re-mails the Notice
8 Packages to any new address available through postal service information (for example, to the address
9 provided by the USPS on returned pieces for which the automatic forwarding order has expired, but
10 which is still during the period in which the USPS returns the piece with the address indicated). Epiq
11 also obtains better addresses by using a third-party lookup service. Upon successfully locating better
12 addresses, Notice Packages are promptly re-mailed. As of May 22, 2020, USPS has sent zero Postal
13 Forwards. As of May 22, 2020, Epiq has received 64 undeliverable Notice Packages and is in the
14 process of re-mailing Notice Packages for those addresses where a forwarding address was provided
15 or address research identified a new address. Address updating and re-mailing for undeliverable
16 Notice Packages is ongoing. A copy of the Long Form Notice is included as **Attachment 2**. The
17 Exclusion Request Form and the Objection Form are included as **Attachment 3**.

18 *Case Website, Toll-free Telephone Number and Postal Mailing Address*

19 16. On April 8, 2020, a dedicated website was established for the Settlement with an easy-
20 to-remember domain name (www.HeroFinancingSettlement.com). Class Members are able to obtain
21 detailed information about the case and review key documents, including the Long Form Notice, the
22 Objection Form, the Exclusion Form, the Settlement Agreement, and the Preliminary Approval Order,
23 as well as answers to frequently asked questions (FAQs). The case website address was displayed
24 prominently on all notice documents.

25 _____
26 ¹ The NCOA database contains records of all permanent change of address submissions received by
27 the USPS for the last four years. The USPS makes this data available to mailing firms and lists
28 submitted to it are automatically updated with any reported move based on a comparison with the
person’s name and known address.

1 17. As of May 22, 2020, there have been 724 unique visitors to the website and 1355 website
2 pages presented.

3 18. On April 8, 2020, a toll-free telephone number (833-935-1365) was also established to
4 allow Class Members to call for additional information, listen to answers to FAQs and request that a
5 Notice be mailed to them. The toll-free telephone number was prominently displayed in the Notice
6 documents as well.

7 19. As of May 22, 2020, the toll-free telephone number has handled 158 calls representing
8 1325 minutes of use and service agents have handled 74 incoming calls representing 1,124 minutes of
9 use. Service agents have also made 20 outbound calls representing 121 minutes of use.

10 20. A post office box for correspondence about the Settlement was also established, to allow
11 Class Members to contact the Settlement Administrator by mail with any specific requests or
12 questions, including requests for exclusion.

13 *Requests for Exclusion and Objections*

14 21. The deadline to request exclusion from the Settlement or to object to the Settlement is
15 June 8, 2020. As of May 22, 2020, Epiq has received 13 requests for exclusion from the Settlement
16 (excluding duplicates). The 13 redacted Exclusion Forms are included as **Attachment 4**. As of May
17 22, 2020, I am aware of 22 objections to the Settlement. I have reviewed the objections and none
18 relate to notice or settlement administration. The 22 redacted Objection Forms are included as
19 **Attachment 5**. I will provide a supplemental declaration to the Court prior to the Final Approval
20 Hearing to provide updated information regarding any requests for exclusions and/or objections to the
21 Settlement.

22 **PERFORMANCE OF THE NOTICE PROGRAM**

23 *Reach*

24 22. Since email and physical mailing address data were available for virtually all of the
25 Settlement Class, we reasonably expect the final reach of individual notice to be in excess of 90% of
26 the Settlement Class. Reach has been enhanced further by the case website. I will provide a
27

1 supplemental declaration to the Court prior to the Final Approval Hearing with the final reach of the
2 Notice Program.

3 *Cost of Administration*

4 23. In accordance with the Case Management Order #1, Section H.3, the cost for Epiq to
5 provide notice and administration for the Settlement is estimated to be \$116,647 as noted in my
6 January 13, 2020, declaration. As of April 30, 2020, the cost of services performed for the notice
7 portion of that estimate (receipt and processing of data, email notice, mailed notice to undeliverable
8 emails, check printing and mailing and postage) is approximately \$16,400.01 (originally estimated to
9 be \$10,700). The increased cost is a result of additional billable hours to process the complex initial
10 data prior to providing Notice to Class Members. As of April 30, 2020, the cost of settlement
11 administration activities (Class Member support, opt out processing, website, toll-free and
12 professional services) is approximately \$18,749.35 (originally estimated to be \$106,000, which
13 includes \$31,300 in postage for sending checks, which has not yet occurred. Since the settlement
14 administration is still ongoing, additional costs will be incurred as part of the estimated \$106,000).
15 These costs of services performed are not final since invoices have not yet been generated and
16 applicable taxes added.

17 24. Additional costs will be incurred following the Final Approval Hearing to complete the
18 settlement administration for this case, including: continuing to send notices, processing payments,
19 reissuing payments, and handling settlement closure. The number of checks to be sent is the biggest
20 variable for determining the remaining expenses to complete administration of the Settlement. If
21 multiple check re-issues are needed, that can incur additional project management time and print and
22 postage costs. Additionally, higher than expected call volume to the toll-free line can result in higher
23 costs. Based on the expenses incurred to date and the remaining future expenses, the total cost of
24 administration is still estimated to be at or below \$116,647, with Epiq's agreed cap of \$135,000 for
25 the costs of notice and administration. Since factors are unknown regarding the distribution phase of
26 the settlement administration (quantities of check re-issues, Class Member inquiries, effect of any

1 possible delays such as appeals, etc.), the exact final cost to complete the administration is still
2 unknown.

3 **CONCLUSION**

4 25. In class action notice planning, execution, and analysis, we are guided by due process
5 considerations under the United States Constitution, by state and local rules and statutes, and by case
6 law pertaining to the recognized notice standards. This framework directs that the notice program be
7 optimized to reach the class and, in a settlement class action notice situation such as this, that the notice
8 or notice program itself not limit knowledge of the availability of benefits—nor the ability to exercise
9 other options—to class members in any way. All of these requirements were met in this case.

10 26. Our notice effort followed the guidance for how to satisfy due process obligations that a
11 notice expert gleans from the United States Supreme Court’s seminal decisions, which are: a) to
12 endeavor to actually inform the class, and b) to demonstrate that notice is reasonably calculated to do
13 so as set forth in *Mullane v. Central Hanover Trust*, 339 U.S. 306, 315 (1950) and *Eisen v. Carlisle &*
14 *Jacquelin*, 417 U.S. 156 (1974).

15 27. The Notice Program described above provided for the best notice practicable under the
16 circumstances of this case, conformed to all aspects of the requirements of due process and California
17 Rules of Court, Rules 3.766 and 3.769(f), and comported with the guidance for effective notice set out
18 in the Manual for Complex Litigation, Fourth.

19 28. As reported above, the Notice Plan is expected to reach in excess of 90% of the
20 Settlement Class.

21 29. After the exclusion request and objection deadlines pass, I will provide a supplemental
22 declaration to the Court prior to the Final Approval Hearing with the final reach of the Notice Program
23 and verifying the effective implementation of Notice Program.

24 I declare under penalty of perjury that the foregoing is true and correct. Executed on
25 May 26, 2020, at Beaverton, Oregon.

26 
27 _____
28 Cameron R. Azari

Attachment 1

From: mail@msgbsvc.com <mail@msgbsvc.com> On Behalf Of Gateway Plaza Residents Litigation

Sent: Tuesday, April 7, 2020 1:38 PM

To:

Subject: HTML Sample -- Notice of Hero Financing Class Action Settlement

CAUTION: This email originated from outside of Epiq. Do not click links or open attachments unless you recognize the sender and know the content is safe.

A court authorized the notice. This is not a solicitation from a lawyer.

The case is *In re Renovate America Finance Cases*, Riverside County Superior Court
Case No. RICJCCP4940

**NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND
FINAL APPROVAL HEARING**

You have received this notice because you obtained Property Assessed Clean Energy (“PACE”) tax assessment financing through Renovate America, Inc.’s (“Renovate”) HERO Program. Your PACE assessment was authorized and financed by either Los Angeles County between January 1, 2012, and June 15, 2017, the Western Riverside Council of Governments between January 1, 2012, and July 7, 2016, or the San Bernardino Associated Governments between January 1, 2012, and June 15, 2017.

A class action lawsuit may affect your rights.

- This notice describes a proposed class action settlement. Please read this notice carefully, as the proposed Settlement described below may affect your legal rights and provide benefits. *This is not a notice of a lawsuit against you. This is not an attempt to collect money from you.*
- On November 1, 2016, three class action lawsuits were filed against Renovate that were later coordinated into one action before the Riverside County Superior Court and renamed *In re Renovate America Finance Cases*, Case No. RICJCCP4940. Those lawsuits, which have been amended over time, generally allege that Renovate’s HERO programs with Los Angeles County, the Western Riverside Council of Governments, and the San Bernardino Associated Governments failed to adequately disclose certain fees and interest associated with the HERO programs. The lawsuits allege that these disclosures, and the resulting receipt of those fees and interest, violated California’s Unfair Competition Law, as further described below. Renovate vigorously disputes all of these claims and does not believe that the HERO programs violated any law.
- There is now a proposed class action settlement in the matter. Under the terms of the Settlement Agreement, Renovate has agreed to make a payment to each Class Member (each person receiving this notice).
- The Court has not decided whether Renovate did anything wrong or whether to approve the Settlement. However, your legal rights are affected, and you have a choice to make now.

YOUR LEGAL RIGHTS AND OPTIONS IN THE LAWSUIT

DO NOTHING	Await the outcome. Give up certain rights. If the proposed Settlement is approved, a payment will be mailed to you.
OBJECT	Write to the Court about why you don't like the proposed Settlement. If the Settlement is approved by the Court despite your objection, a payment will still be mailed to you.
EXCLUDE YOURSELF SO THAT YOU MAY FILE AN INDIVIDUAL LAWSUIT	Write to the Court and exclude yourself from this class action Settlement. You will not receive any payment if the Settlement is approved, but you will keep any rights to sue Renovate individually about the same legal claims in this lawsuit.

Any further questions? Contact the Settlement Administrator by calling 833-935-1365 or visit the Settlement website at www.HeroFinancingSettlement.com.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Has the Court decided who is right?
5. What are the Plaintiffs asking for?
6. What does the Settlement provide?

WHO IS IN THE CLASS

7. How do I know if I am part of this Class?

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?
9. Why would I ask to be excluded?
10. How do I ask the Court to exclude me from the Class?
11. How do I object to the Settlement?

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

13. Should I get my own lawyer?

14. How will the lawyers be paid?

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

16. Do I have to come to the hearing?

GETTING MORE INFORMATION

17. Are more details available?

BASIC INFORMATION

1. Why did I get the notice?

A Court authorized this notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give "Final Approval" to the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights. Judge Sunshine Sykes of the Superior Court of California, County of Riverside is overseeing this class action. The case is known as *In re Renovate America Finance Cases*, Case No. RICJCCP4940.

A court hearing to consider whether to finally approve the Settlement will be held on **July 8, 2020, at 8:30 a.m.**, in Department 6 of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501 ("Final Approval Hearing").

2. What is this lawsuit about?

In the Action, Plaintiffs allege that Renovate violated California's Unfair Competition Law ("UCL"), and California Business & Professions Code section 17200 *et seq.*, based on certain written disclosures used in connection with PACE tax assessments under the HERO programs offered through Los Angeles County, the Western Riverside Council of Governments, and the San Bernardino Associated Governments (the "Government PACE Providers"). Under the UCL, a party may not conduct business or otherwise engage in conduct that is unfair, unlawful, or fraudulent. Plaintiffs allege the disclosures relating to certain interest and fees were inadequate, and that it was unfair for consumers to have to pay inadequately disclosed interest and fees. Plaintiffs initially sued the Government PACE Providers and alleged other claims, but those defendants and claims have been dismissed by a court.

Renovate disputes all the Plaintiffs' claims and does not believe that the HERO programs violated any laws. Renovate also denies that class certification is required or appropriate.

Plaintiffs' Counsel has conducted an investigation into the relevant facts and law. Plaintiffs' Counsel has concluded that the outcome of the Action is uncertain and that a settlement is in the best interests of Plaintiffs and the Settlement Class.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called "Class Representatives" (in this case George Loya, Judith Loya, Richard Ramos, Michael Richardson, and Shirley Petetan) sue on behalf of other

people who have similar claims. The people together are a “Class” or “Class Members.” The persons who sued—and all the Class Members like them—are called the Plaintiffs. The company they sued (in this case Renovate) is called the Defendant.

The Riverside County Superior Court (the “Court”) has preliminarily approved a settlement class (the “Settlement Class”), consisting of the following persons:

- 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.

According to Renovate’s records, you are a member of this Settlement Class. Further, if you have received more than one copy of the notice in the mail, that may be because you are a member of this Settlement Class with respect to more than one PACE assessment. Moreover, if you joined with another person (such as a spouse or family member) on an account, then you and each person that joined you as to that account collectively have the rights outlined in the notice.

4. Has the court decided who was right?

The Court never resolved the claims or defenses issues in the Action. The Court also never resolved whether Renovate did anything wrong. The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

5. What are the Plaintiffs asking for?

The Plaintiffs are asking for money to compensate them for Renovate’s alleged violation of the UCL.

6. What does the Settlement provide?

Under the terms of the proposed Settlement, if the Court approves it, Renovate has agreed to provide \$2,550,000.00 in benefits to the Settlement Class. Out of this \$2,550,000.00 in total class benefits, Class Counsel (identified in Section 12 below) has agreed to seek no more than a maximum of \$841,500.00 for attorneys’ fees and costs to be paid out of the Settlement fund, and \$20,000 in total service awards for the Class Representatives to be paid out of the Settlement fund. The remainder of the cash Settlement fund, estimated to be approximately \$1,688,500.00, will be used to pay the settlement administration costs of a third party (the “Settlement Administrator”) and will be used to pay the Settlement Class pro rata based on the total number of Class Members who do not opt-out of the Settlement.

WHO IS IN THE CLASS

7. How do I know if I am part of this class?

This notice is being issued only to consumers that Renovate has identified as Class Members. The preliminary approved Settlement Class is described in Section 3 above.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this proposed Settlement. If this Settlement is approved by the Court, you will automatically receive a check in the mail. You will be releasing any claims you may have related to the allegations in this lawsuit. You will not be able to participate in any lawsuit against Renovate for the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the orders the Court issues and judgments the Court makes in this class action.

See Section 17 below for where to find the complete release language.

9. Why would I ask to be excluded?

If you already have your own lawsuit against Renovate or if you want to preserve your right to file such a lawsuit for the kind of violations alleged by the Plaintiffs and want to continue with it, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, which is sometimes called “opting out” of the Class—you won't get any money or benefits from this lawsuit or Settlement. If you exclude yourself, you will not be legally bound by the Court's judgments in this class action.

If you start your own lawsuit against Renovate after you exclude yourself, you'll have to hire and pay your own lawyer for that lawsuit, and you'll have to prove your claims. Renovate can defend itself, and you may lose and recover nothing.

10. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request” using the form that can be found on www.HeroFinancingSettlement.com. Be sure to include your name and address, and sign the form and clearly state, “I want to be excluded” or something similar. You must mail your Exclusion Request postmarked by **June 8, 2020**, to:

Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

11. How do I object to the Settlement?

If you wish to object to the Settlement or any matters as described in this notice, you may do so using the form that can be found on www.HeroFinancingSettlement.com. You should identify each objection, the basis for each objection, and sign the form. You should include any papers that support the objection. You must mail your objection postmarked by **June 8, 2020**, to:

Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

DO NOT CALL THE COURT. DO NOT CALL OR SEND CORRESPONDENCE TO THE JUDGE OR HIS CLERKS.

If you wish to appear at the Final Approval Hearing, whether by yourself or through counsel, you are

requested, but not required, to file a notice of appearance in the Action no later than **June 24, 2020**, and to serve the notice and other pleadings upon Class Counsel and Counsel for the Defendant.

If the Settlement is approved by the Court despite your objection, a payment will still be mailed to you.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has approved as “Class Counsel” (the attorneys representing you and other members of the Class):

Mark C. Rifkin, Randall S. Newman, Wolf Haldenstein Adler Freeman & Herz LLP, 270 Madison Avenue, New York, NY 10016, 212-545-4600

Betsy C. Manifold, Rachele R. Rickert, Wolf Haldenstein Adler Freeman & Herz LLP, 750 B Street, Suite 1820, San Diego, CA 92101, 619-239-4599

Janine L. Pollack, The Sultz Law Group P.C., 270 Madison Avenue, Suite 1800, New York, NY 10016, 212-969-7810

Lee Shalov, McLaughlin & Stern LLP, 260 Madison Avenue, 10th Floor, New York, NY, 10016, 646-278-4298

C. Mario Jaramillo, Access Lawyers Group, 527 South Lake Ave., Suite 200, Pasadena, CA 91101, 866-643-9099

They are experienced in handling similar consumer cases against other companies.

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

x

14. How will the lawyers be paid?

If Class Counsel obtain money or benefits for the Class, they will ask the Court for fees and expenses. You won't have to pay these fees and expenses; they will be deducted from the Settlement fund. The amount Class Counsel may seek for fees and costs is described in Section 6 above. You may review Class Counsel's petition for fees and costs, which will be filed with the Clerk of the Court within 45 days of the mailing of the notice.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing to consider whether to finally approve the Settlement. It will be held on **July 8, 2020, at 8:30 a.m.**, Department 6, Superior Court for the County of Riverside, 4050 Main Street, Riverside, California 92501.

At the Final Approval Hearing, the Court will consider whether the Settlement, including Class Counsel's request for attorneys' fees and costs, is fair, reasonable, and adequate and should be granted Final Approval. If there are objections, the Court will consider them. The Final Approval Hearing may be moved to a different date, extended, or moved to a different Courtroom without additional notice.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. See Section 13 above for details on if you or your attorney wish to attend the hearing.

GETTING MORE INFORMATION

17. Are more details available?

Yes. You may contact Class Counsel or the Settlement Administrator for more details and documents, including the Settlement Agreement. For more information, please visit the Settlement website at www.HeroFinancingSettlement.com.

You may also access additional details regarding the Settlement online via the electronic document filing system maintained by the Clerk of the Court for the Superior Court for the County of Riverside, at <https://www.riverside.courts.ca.gov/>. You may also get case documents from the Superior Court for the County of Riverside at 4050 Main Street, Riverside, California 92501. The First Amended Settlement Agreement was filed with the Court as an attachment to the Amended [Proposed] Order Preliminarily Approving Settlement, Preliminarily Approving Class for Settlement Purposes, and with Respect to Class Notice, Final Approval Hearing, and Administration, which was filed on February 6, 2020.

Please note: This e-mail message was sent from a notification-only address that cannot accept incoming e-mail. Please do not reply to this message.

If you would prefer not to receive further messages from this sender, please [Click Here](#) and confirm your

request.

Attachment 2

A court authorized this notice. This is not a solicitation from a lawyer.

The case is *In re Renovate Finance Cases*,
Riverside County Superior Court Case No. RICJCCP4940

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT, AND FINAL APPROVAL HEARING**

You have received this notice because you obtained Property Assessed Clean Energy (“PACE”) tax assessment financing through Renovate America, Inc.’s (“Renovate”) HERO Program. Your PACE assessment was authorized and financed by either Los Angeles County between January 1, 2012 and June 15, 2017, the Western Riverside Council of Governments between January 1, 2012 and July 7, 2016, or the San Bernardino Associated Governments between January 1, 2012 and June 15, 2017.

A class action lawsuit may affect your rights.

- This notice describes a proposed class action settlement. Please read this Notice carefully, as the proposed settlement described below may affect your legal rights and provide benefits. *This is not a Notice of a lawsuit against you. This is not an attempt to collect money from you.*
- On November 1, 2016, three class action lawsuits were filed against Renovate that were later coordinated into one action before the Riverside County Superior Court and renamed: *In re Renovate America Finance Cases*, Case No. RICJCCP4940. Those lawsuits, which have been amended over time, generally allege that Renovate’s HERO programs with Los Angeles County, the Western Riverside Council of Governments, and the San Bernardino Associated Governments, failed to adequately disclose certain fees and interest associated with the HERO programs. The lawsuits allege that these disclosures, and the resulting receipt of those fees and interest, violated California’s Unfair Competition Law, as further described below. Renovate vigorously disputes all of these claims and does not believe that the HERO programs violated any law.
- There is now a proposed class action settlement in the matter. Under the terms of the Settlement Agreement, Renovate has agreed to make a payment to each eligible class member (each person receiving this notice).
- The Court has not decided whether Renovate did anything wrong or whether to approve the settlement. However, your legal rights are affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THE LAWSUIT

DO NOTHING	<p>Await the outcome. Give up certain rights.</p> <p>If the proposed settlement is approved, you would receive a payment mailed to you; the parties estimate the average check will be approximately \$20.</p>
OBJECT	<p>Write to the Court about why you don't like the proposed settlement. You can use the enclosed form.</p> <p>If the settlement is approved by the Court despite your objection, you will still receive a payment mailed to you.</p>
EXCLUDE YOURSELF SO THAT YOU MAY FILE AN INDIVIDUAL LAWSUIT	<p>Write to the Court and exclude yourself from this class action settlement. You can use the enclosed form.</p> <p>You will not receive any payment if the settlement is approved, but you will keep any rights to sue Renovate individually about the same legal claims in this lawsuit.</p>

Any further questions? Contact the Settlement Administrator by calling 833-935-1365 or visiting the settlement website at HeroFinancingSettlement.com.

WHAT THIS NOTICE CONTAINS

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1. Why did I get this notice?
2. What is this lawsuit about?
3. What is a class action and who is involved?
4. Has the Court decided who is right?
5. What are the Plaintiffs asking for?
6. What does the settlement provide?

WHO IS IN THE CLASS PAGE 4

7. How do I know if I am part of this Class?

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9. Why would I ask to be excluded?
10. How do I ask the Court to exclude me from the Class?
11. How do I Object to the Settlement?

THE LAWYERS REPRESENTING YOU PAGE 5-6

12. Do I have a lawyer in this case?
13. Should I get my own lawyer?
14. How will the lawyers be paid?

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16. Do I have to come to the hearing?

GETTING MORE INFORMATION..... PAGE 6

17. Are more details available?

BASIC INFORMATION

1. Why did I get this notice?

A Court authorized the notice because you have a right to know about a proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to give “Final Approval” to the settlement. This notice explains the lawsuit, the settlement, and your legal rights. Judge Sunshine Sykes, of the Riverside County, California, Superior Court is overseeing this class action. The case is known as *In re Renovate Finance Cases*, Case No. RICJCCP4940.

A court hearing to consider whether to finally approve the Settlement will be held on **July 8, 2020 at 8:30 a.m.**, in Department 6 of the Superior Court of California for the County of Riverside, located at 4050 Main Street, Riverside, California 92501 (“Final Approval Hearing”).

2. What is this lawsuit about?

In the Action, Plaintiffs allege that Renovate violated California’s Unfair Competition Law (“UCL”), California Business & Professions Code section 17200 *et seq.*, based on certain written disclosures used in connection with PACE tax assessments under the HERO programs offered through Los Angeles County, the Western Riverside Council of Governments, and the San Bernardino Associated Governments (the “Government PACE Providers”). Under the UCL, a party may not conduct business or otherwise engage in conduct that is unfair, unlawful or fraudulent. Plaintiffs allege the disclosures relating to certain interest and fees were inadequate, and that it was unfair for consumers to have to pay inadequately disclosed interest and fees. Plaintiffs initially sued the Government PACE Providers and alleged other claims, but those defendants and claims have been dismissed by a court.

Renovate disputes all the Plaintiffs’ claims and does not believe that the HERO programs violated any laws. Renovate also denies that class certification is required or appropriate.

Class Counsel has conducted an investigation into the relevant facts and law. Class Counsel has concluded that the outcome of the Action is uncertain and that a settlement is in the best interests of Plaintiffs and the Settlement Class.

3. What is a class action and who is involved?

In a class action lawsuit, one or more people called “Plaintiffs” or “Class Representatives” (in this case George Loya, Judith Loya, Richard Ramos, Michael Richardson and Shirley Petetan) sue on behalf of other people who have similar claims. The people together are a “Class” or “Class Members.” The company they sued (in this case Renovate) is called the Defendant.

The Riverside County Superior Court (the “Court”) has preliminarily approved a settlement class (the “Settlement Class”), consisting of the following persons:

- (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.

According to Renovate’s records, you are a member of this Settlement Class. Further, if you have received more than one copy of this Notice in the mail that may be because you are a member of this Settlement Class with respect to more than one PACE assessment. Moreover, if you joined with another person (such as a spouse or family member) on an account, then you and each person who joined you as to that account collectively have the rights outlined in this Notice.

4. Has the Court decided who is right?

The Court never resolved the claims or defenses in the Action. The Court also never resolved whether Renovate did anything wrong. The Court has determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate, and reasonable, and that any final determination of those issues will be made at the Final Approval Hearing.

5. What are the Plaintiffs asking for?

The Plaintiffs are asking for money to compensate them and the Settlement Class for Renovate's alleged violation of the UCL.

6. What does the settlement provide?

Under the terms of the proposed Settlement, if the Court approves it, Renovate has agreed to provide \$2,550,000.00 in benefits to the Settlement Class. Out of this \$2,550,000.00 in total class benefits, Class Counsel (identified in Section 12 below) has agreed to seek no more than a maximum of \$841,500.00 for attorneys' fees (33% of the settlement fund), plus expenses not to exceed \$80,000.00, and \$20,000 in total service awards for the Class Representatives, all to be paid out of the settlement fund. The remainder of the cash settlement fund, estimated to be approximately \$ 1,608,500.00, will be used to pay the settlement administration costs of a third party (the "Settlement Administrator") and will be used to pay the Settlement Class pro rata based on the total number of Class Members who do not opt-out of the settlement. The Settlement Administrator estimates that settlement administration costs will be approximately \$116,647.

Based upon information provided by Defendant, which included the number of PACE assessments in the Settlement Class as well as to total principal amount of PACE assessments in the Settlement Class, and if the Court approves the requested attorneys' fees, expenses and awards, Plaintiffs estimate that, pursuant to the allocation formula described in the Settlement Agreement, the average Class Member will receive a check for approximately \$20; however, that amount could be more or less depending on a variety of factors including the size of the Class Member's financing contract. Plaintiffs estimate that the lowest net recovery will be approximately \$4.35 and the largest net recovery will be approximately \$242.61.

WHO IS IN THE CLASS

7. How do I know if I am part of this Class?

This Notice is being issued only to consumers that Renovate has identified as Class Members. The preliminary approved Settlement Class is described in Section 3 above.

YOUR RIGHTS AND OPTIONS

8. What happens if I do nothing at all?

You don't have to do anything now if you want to keep the possibility of getting money or benefits from this proposed settlement. If this settlement is approved by the Court, you will automatically receive a check in the mail. You will be releasing any claims you may have related to the allegations in this lawsuit. You will not be able to participate in any lawsuit against Renovate for the same legal claims that are the subject of this lawsuit. You will also be legally bound by all of the Orders the Court issues and judgments the Court makes in this class action. The Settlement Agreement specifically provides:

Upon Final Approval, and in consideration of the promises and covenants set 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 releaseses), 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 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. 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 7 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. 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.

9. Why would I ask to be excluded?

If you already have your own lawsuit against Renovate for the kind of violations alleged by the Plaintiffs and want to continue with it, or if you want to preserve your right to file such a lawsuit, you need to ask to be excluded from the Class. If you exclude yourself from the Class—which also means to remove yourself from the Class, which is sometimes called “opting out” of the Class—you won’t get any money or benefits from this lawsuit or settlement. If you exclude yourself, you will not be legally bound by the Court’s judgments in this class action.

If you start your own lawsuit against Renovate after you exclude yourself, you’ll have to hire and pay your own lawyer for that lawsuit, and you’ll have to prove your claims. Renovate can defend itself, and you may lose and recover nothing.

10. How do I ask the Court to exclude me from the Class?

To ask to be excluded, you must send an “Exclusion Request.” If you choose to, you can use the enclosed exclusion form. Be sure to include your name, address, telephone number and date, sign the form and clearly state, “I want to be excluded” or something similar. You must mail your Exclusion Request postmarked by **June 8, 2020**, to:

Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

11. How do I object to the Settlement?

If you wish to object to the settlement or any matters as described in this Notice, you may do so and, if you choose to, you can use the enclosed objection form. Be sure to include your name and identify each objection, the basis for the objection and sign the form. You should include any papers that support the objection. You must mail your objection postmarked by **June 8, 2020**, to:

Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

DO NOT CALL THE COURT. DO NOT CALL OR SEND CORRESPONDENCE TO THE JUDGE OR HER CLERKS.

If you wish to appear at the Final Approval Hearing, whether by yourself or through counsel, you are requested, but not required, to file a notice of appearance in the Action no later than **June 24, 2020**, and to serve the notice and other pleadings upon Class Counsel and Counsel for the Defendant.

If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has approved as “Class Counsel” (the attorneys representing you and other members of the Class):

Mark C. Rifkin, Randall S. Newman, Wolf Haldenstein Adler Freeman & Herz LLP, 270
Madison Avenue, New York, NY 10016, (212) 545-4600

Betsy C. Manifold, Rachele R. Rickert, Wolf Haldenstein Adler Freeman & Herz LLP,
750 B Street, Suite 1820, San Diego, CA 92101, (619) 239-4599

Janine L. Pollack, The Sultz Law Group P.C., 270 Madison Avenue, Suite 1800,

New York, NY 10016, (212) 969-7810

Lee Shalov, McLaughlin & Stern LLP, 260 Madison Avenue, 10th Floor, New York, NY, 10016, (646) 278-4298

C. Mario Jaramillo, C. Mario Jaramillo, PLC (dba Access Lawyers Group), 527 South Lake Ave., Suite 200, Pasadena, CA 91101, (866) 643-9099

They are experienced in handling similar consumer cases against other companies.

13. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you will have to pay that lawyer. For example, you can ask him or her to appear in Court for you if you want someone other than Class Counsel to speak for you.

14. How will the lawyers be paid?

If Class Counsel obtain money or benefits for the Class, they will ask the Court for fees and expenses. You won't have to pay these fees and expenses, they will be deducted from the Settlement Fund. The amount Class Counsel may seek for fees and costs is described in Section 6 above. You may review Class Counsel's petition for fees and costs which will be filed with the Clerk of the Court within 45 days of the mailing of this notice.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing to consider whether to finally approve the Settlement. It will be held on **July 8, 2020 at 8:30 a.m.**, Department 6, Superior Court for the County of Riverside, 4050 Main Street, Riverside, California 92501.

At the Final Approval Hearing, the Court will consider whether the settlement, including Class Counsel's request for attorneys' fees and costs, is fair, reasonable, and adequate and should be granted Final Approval. If there are objections, the Court will consider them. The Final Approval Hearing may be moved to a different date, extended, or moved to a different Courtroom without additional notice.

16. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. If you send in a written objection, you do not have to come to the Final Approval Hearing to talk about it. As long as you mailed your written objection on time, the Court will consider it. See Section 13 above for details on what to do if you or your attorney wish to attend the hearing.

GETTING MORE INFORMATION

17. Are more details available?

Yes. You may contact Class Counsel or the Settlement Administrator for more details and documents, including the Settlement Agreement.

You may also access additional details and all papers regarding the settlement online at the settlement website at HeroFinancingSettlement.com; or via the electronic document filing system maintained by the Clerk of the Court for the Superior Court for the County of Riverside, at <https://www.riverside.courts.ca.gov/>. You may also get case documents from the Superior Court for the County of Riverside at 4050 Main Street, Riverside, California 92501. The First Amended Settlement Agreement was filed with the Court as an attachment to the Amended [Proposed] Order Preliminarily Approving Settlement, Preliminarily Approving Class for Settlement Purposes, and with Respect to Class Notice, Final Approval Hearing, and Administration, which was filed on February 6, 2020.

Attachment 3

Attachment 4

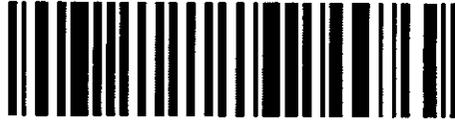
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EXCLUSION FORM

Pursuant to paragraph 3.05 of the Settlement Agreement in this Action, any Class Member who wishes to be excluded from the proposed Settlement must submit a written exclusion to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Exclusion Form below, so that it is postmarked no later than **June 8, 2020**.

REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court case number RICJCCP4940

To be excluded from the class action settlement, you must complete and mail this form to the Settlement Administrator at the address below, postmarked no later than **June 8, 2020**.

Class Member's First Name:

A S D R U B A L

MI:

Last Name:

B E R M U D E Z



IF YOU SEND IN THIS FORM, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT; RATHER, IF YOU USE THIS FORM, YOU WILL BE EXCLUDED FROM THE SETTLEMENT, AND WILL NOT BE BOUND BY ITS TERMS AND CONDITIONS.

I received notice of a settlement and I request to be excluded from the class action settlement in the above-entitled case.

Dated: 04 - 10 - 2020
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Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



PRIORITY[®] MAIL

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 - USPS TRACKING[™] included to many major international destinations.
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* Domestic only. * For Domestic shipments, the maximum weight is 70 lbs. For International shipments, the maximum weight is 4 lbs.

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EXCLUSION FORM

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REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court case number RICJCCP4940

To be excluded from the class action settlement, you must complete and mail this form to the Settlement Administrator at the address below, postmarked no later than **June 8, 2020**.

Class Member's First Name:

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Last Name:

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IF YOU SEND IN THIS FORM, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT; RATHER, IF YOU USE THIS FORM, YOU WILL BE EXCLUDED FROM THE SETTLEMENT, AND WILL NOT BE BOUND BY ITS TERMS AND CONDITIONS.

I received notice of a settlement and I request to be excluded from the class action settlement in the above-entitled case.

Dated: 05 - 12 - 2020



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



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Cheryl Johnson

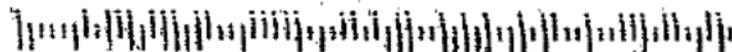


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P.O. Box 4234
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EXCLUSION FORM

Pursuant to paragraph 3.05 of the Settlement Agreement in this Action, any Class Member who wishes to be excluded from the proposed Settlement must submit a written exclusion to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Exclusion Form below, so that it is postmarked no later than **June 8, 2020**.

REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court case number RICJCCP4940

To be excluded from the class action settlement, you must complete and mail this form to the Settlement Administrator at the address below, postmarked no later than **June 8, 2020**.

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IF YOU SEND IN THIS FORM, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT; RATHER, IF YOU USE THIS FORM, YOU WILL BE EXCLUDED FROM THE SETTLEMENT, AND WILL NOT BE BOUND BY ITS TERMS AND CONDITIONS.

I received notice of a settlement and I request to be excluded from the class action settlement in the above-entitled case.

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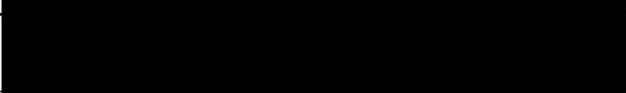
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(SIGN HERE)

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

Thomas Leal is deceased as of 4/15/2017, Delia Leal is his surviving spouse and co-signed on the Hero loan and is exercising their collective right to opt. out.



S Leal



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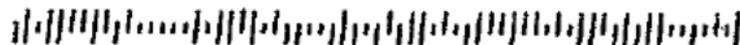
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Renovate America Settlement Administrator
P.O. Box 4234

Portland, OR

97208-4234

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EXCLUSION FORM

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REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court case number RICJCCP4940

To be excluded from the class action settlement, you must complete and mail this form to the Settlement Administrator at the address below, postmarked no later than **June 8, 2020**.

Class Member's First Name:

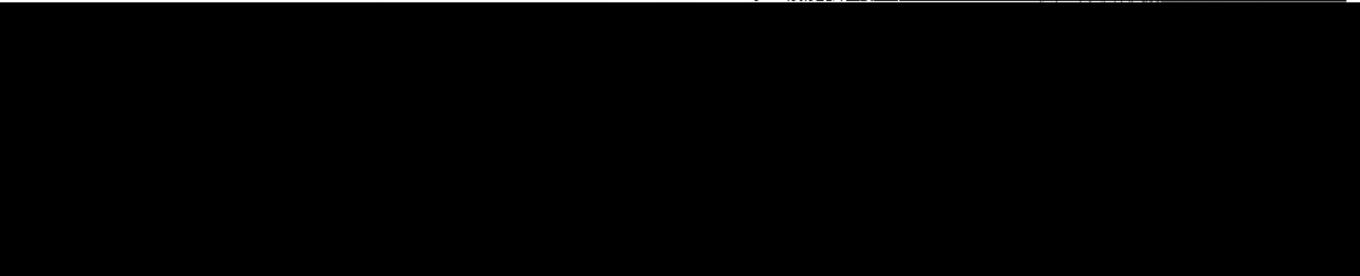
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IF YOU SEND IN THIS FORM, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT; RATHER, IF YOU USE THIS FORM, YOU WILL BE EXCLUDED FROM THE SETTLEMENT, AND WILL NOT BE BOUND BY ITS TERMS AND CONDITIONS.

I received notice of a settlement and I request to be excluded from the class action settlement in the above-entitled case.

Dated:

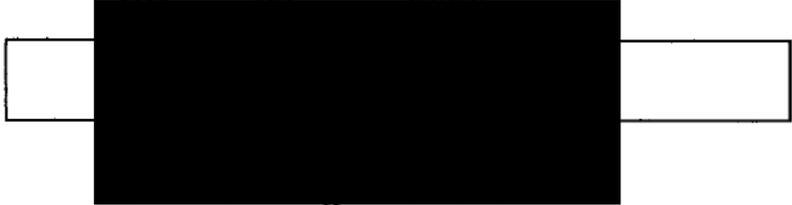
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Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

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Renovate America Settlement Admin
PO Box 4234
Portland, OR 97208-4234

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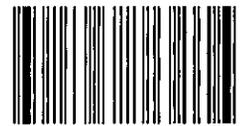
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EXCLUSION FORM

Pursuant to paragraph 3.05 of the Settlement Agreement in this Action, any Class Member who wishes to be excluded from the proposed Settlement must submit a written exclusion to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Exclusion Form below, so that it is postmarked no later than **June 8, 2020**.

REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court case number RICJCCP4940

To be excluded from the class action settlement, you must complete and mail this form to the Settlement Administrator at the address below, postmarked no later than **June 8, 2020**.

Class Member's First Name:

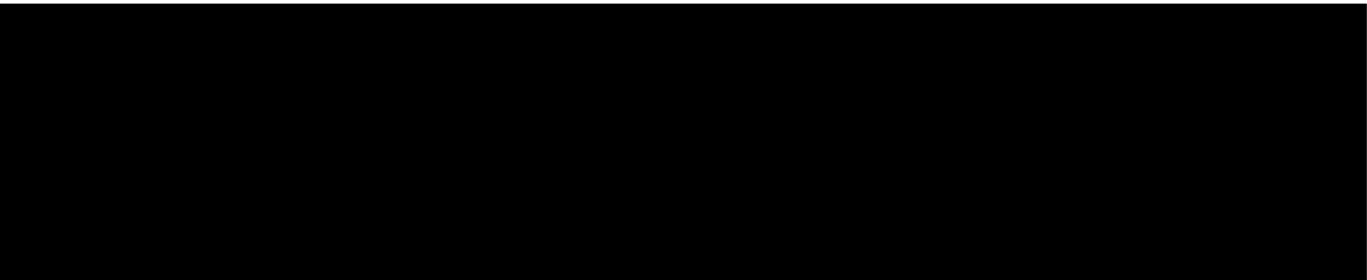
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Last Name:

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IF YOU SEND IN THIS FORM, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT; RATHER, IF YOU USE THIS FORM, YOU WILL BE EXCLUDED FROM THE SETTLEMENT, AND WILL NOT BE BOUND BY ITS TERMS AND CONDITIONS.

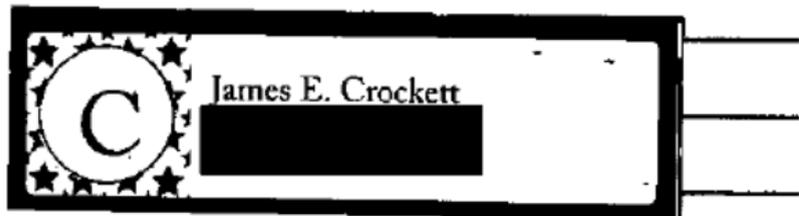
I received notice of a settlement and I request to be excluded from the class action settlement in the above-entitled case.

Dated: 05 - 10 - 2020
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Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



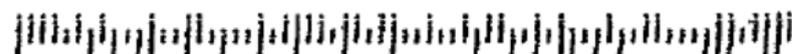


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RENOVATE AMERICA Settlement 17
P.O. Box 4234
Portland, OR, 97208-4234

FIRST CLASS MAIL 97208-423434



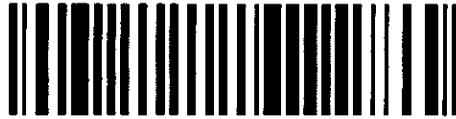
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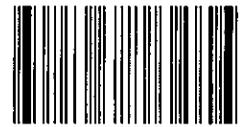
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Mrs. Kathy Owens

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Renovate America Settlement Admin
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Portland, OR 97208-4234

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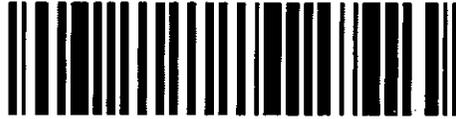
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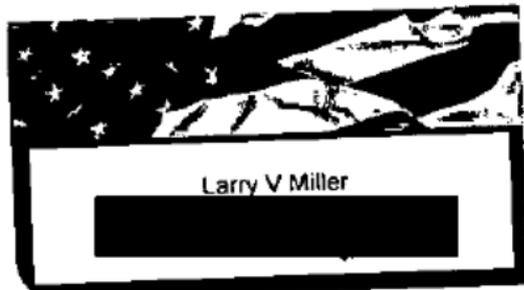
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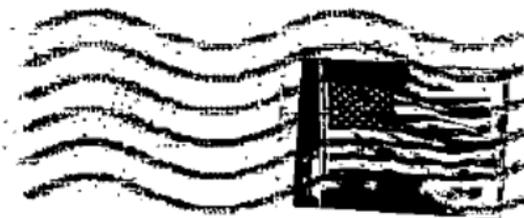
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Larry V Miller

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RENOVATE AMERICA
SETTLEMENT ADMINISTRATOR

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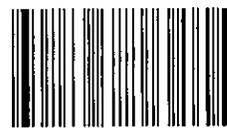
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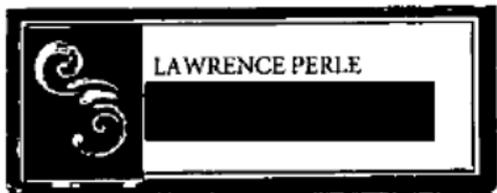
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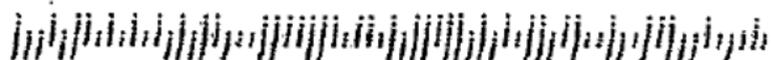
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PORTLAND, OR 97208-4234

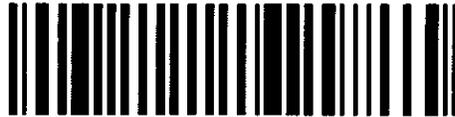
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SR # 1625693
Requested by: Mondragon, Gema
From VOID? YES NO Date: 5.11.20
Original Case: Renovate America
Original Doc Type: Objection
Original Doc ID: 600000013 and 600000014
Please Review Document History
Before Requesting a VOID

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OBJECTION FORM

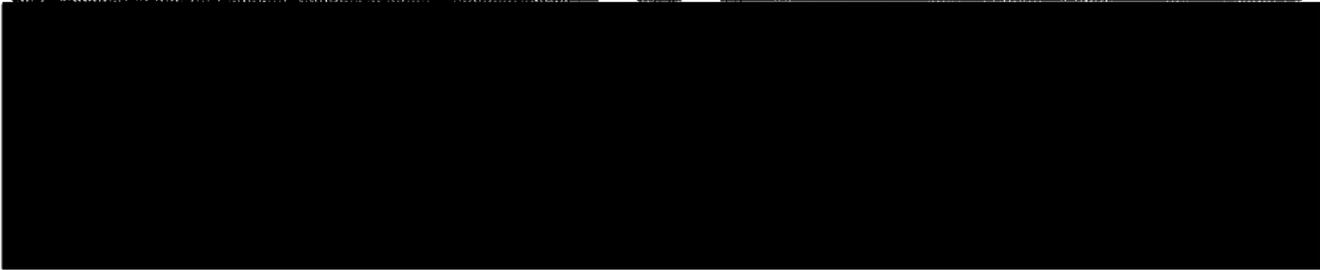
Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name: MI: Last Name:
MICHAEL- R MINNICK



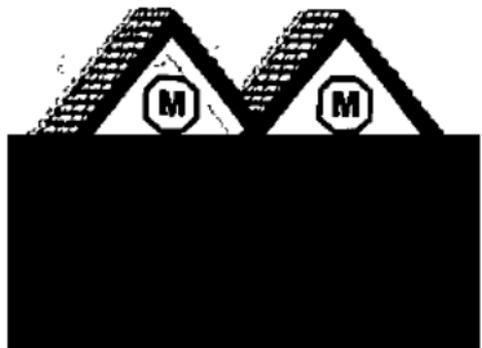
I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

I Request NOT TO PART OF THIS CLASS ACTION SUIT - EXCLUDE ME!

Please provide copies of any documents that you wish to submit in support of your position.

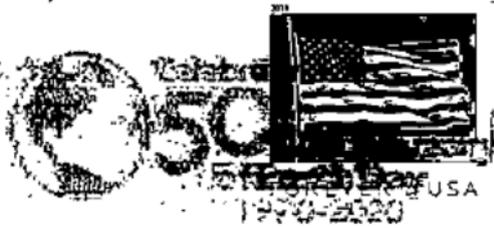
Dated: 04 - 14 - 2020
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Mail this form to: Renovate America Settlement Administrator
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Portland, OR 97208-4234



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17 APR 2020 PM 2 L



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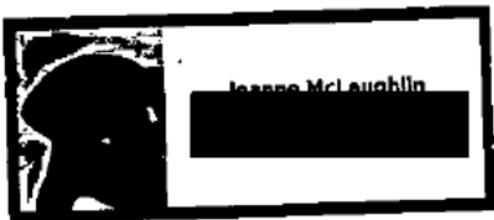
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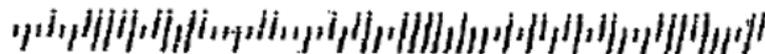
SAMUEL DASALLA III



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EXCLUSION FORM

Pursuant to paragraph 3.05 of the Settlement Agreement in this Action, any Class Member who wishes to be excluded from the proposed Settlement must submit a written exclusion to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Exclusion Form below, so that it is postmarked no later than **June 8, 2020**.

REQUEST TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court case number RICJCCP4940

To be excluded from the class action settlement, you must complete and mail this form to the Settlement Administrator at the address below, postmarked no later than **June 8, 2020**.

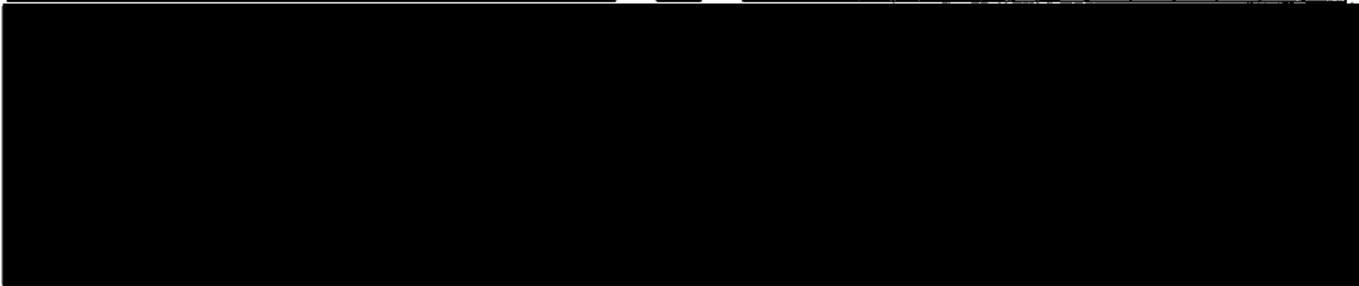
Class Member's First Name:

MI:

Last Name:

S o c o r n o

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IF YOU SEND IN THIS FORM, YOU WILL NOT RECEIVE A SETTLEMENT PAYMENT; RATHER, IF YOU USE THIS FORM, YOU WILL BE EXCLUDED FROM THE SETTLEMENT, AND WILL NOT BE BOUND BY ITS TERMS AND CONDITIONS.

I received notice of a settlement and I request to be excluded from the class action settlement in the above-entitled case.

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(SIGN HERE)

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



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Renovate America Settlement Administration
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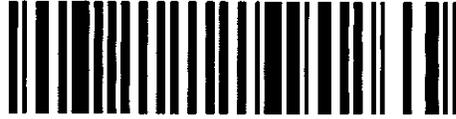
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LEGAL SERVICES

Renovate America Finance Cases CA4975

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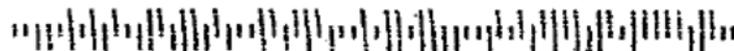
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Renovate America Settlement Admin.
P.O. Box 4234
Portland Oregon
97208-4234

97208-423434



Attachment 5

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LEGAL SERVICES

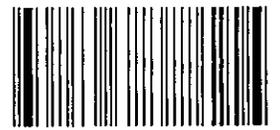
Renovate America Finance Cases CA4975



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Route to: Vault

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OBJECTION FORM

Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

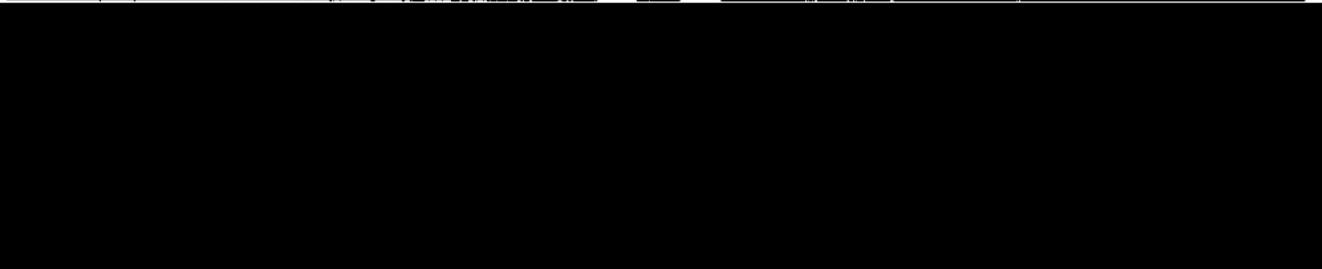
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I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

Please See Attached.

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 04 - 25 - 2020
MM

[Redacted signature area]

Mail this form to the Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

HERO Settlement Objection

In 2015 we obtained a HERO loan in order to upgrade/update our home HVAC system. We have made several attempts to renegotiate the interest rate on said loan (currently at 8.75%). Renovate America/HERO has steadfastly refused to do so. Other lending institutions regularly renegotiate interest rates on various types of loans and/or refinancing and HERO will not. In addition, when I go online to check the balance of the loan or obtain payment statements, HERO charges an additional \$50.00. So not only am I being bled dry by a non-negotiable interest rate but they add insult to injury by charging me for information that most other lending institutions provide for FREE!

I find this unacceptable. Especially so as during the current pandemic the Federal Reserve is literally giving away money.

I have looked into paying off the HERO loan via a Home Equity Line Of Credit but I would not be able to deduct the interest paid on said loan. I have been informed by several banks/credit unions/other lenders that this is because I am not trying to finance "new" improvement but attempting pay off previous home improvements. This logic escapes me but so it goes.

This being the case, a \$20.00 settlement is an unqualified insult. As usual and customary, the only people that receive proper compensation in this settlement are the attorneys.

I would propose that this settlement also include language that would compel Renovate America/HERO to allow current clients to renegotiate the interest rate on their loans to be more in line with current market rates. I would be most willing to sign over my pittance of a cash payment to the attorneys "representing" the plaintiffs in this matter to be assured the ability to lower my interest rate on my HERO loan.

Send everyone back to the bargaining table. Make the plaintiffs' attorney do the work necessary to truly represent and protect their clients; the consumer.

This, in my humble opinion, would be the lynch pin of a fair and equitable settlement.

Thank you for your time and consideration.

Alan M. Jacobson





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- Johnson Pumps
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Checkout Completed. Thank You!
This is your order receipt.

A copy of this receipt has also been emailed to you.
 A tracking number will be emailed when the shipment is made.

Later you can check the order status here: [Check Order Status](#)

PumpVendor.com Order Number: 31094

Quantity	Item	Each Total
1	Little Giant 928039 Seal Ring Nitrile LG 928039	[REDACTED]
		Subtotal
		Shipping Option: UPS Ground
		Bank Wire Transfer Fee: Pay by Credit Card or PayPal (no fee)
		Tax Total
		Total

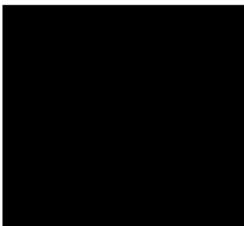
Billing Address

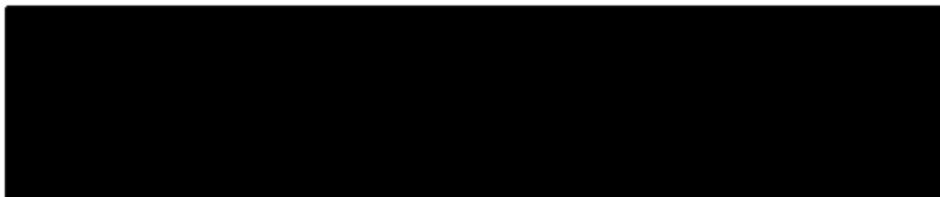
Alan Jacobson



Shipping Address

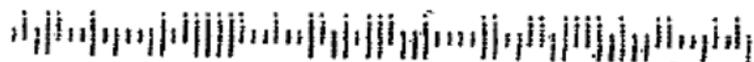
Jake Jacobson





**RENOVATE AMERICA SETTLEMENT
ADMINISTRATOR
P.O. BOX 4234
PORTLAND, OR 97208-4234**

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LEGAL SERVICES

Renovate America Finance Cases CA4975

Objection #



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OBJECTION FORM

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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

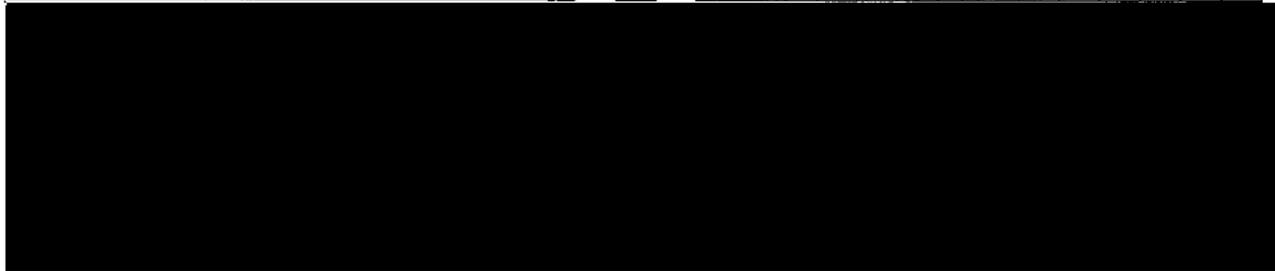
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I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

I felt this was a deceiving program that was explained as a tax-saving measure when I installed Solar. The Admin costs alone were \$1,400 & my interest before 1st payment was over \$1700. It was explained as a government program

Please provide copies of any documents that you wish to submit in support of your position.

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P.O. Box 4234
Portland, OR 97208-4234



Ms. Angelina M. Cardenas
[Redacted]

SANTA ANA CA 926

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Renovate America
Settlement Admin.

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Portland, OR 97208-4234

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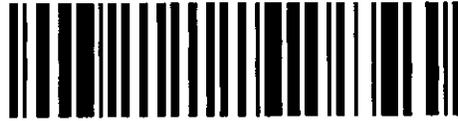
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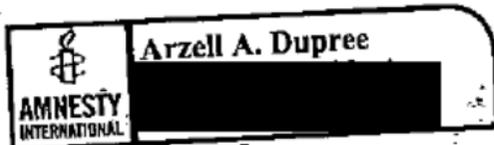
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Renata America Settlement
Administrator
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Route to: Vault

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OBJECTION FORM

Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name: MI: Last Name:
CAROL L NUNEZMAKEL

I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

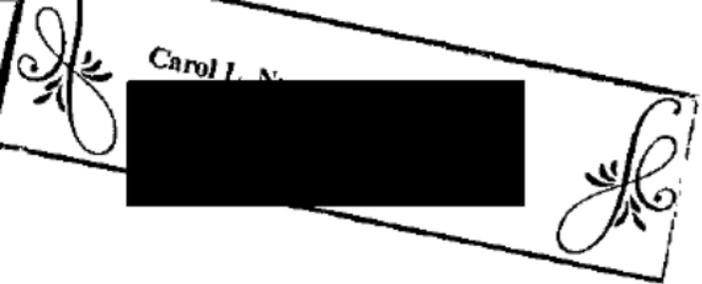
I was NEVER told A Lien would be placed on my home. — The "sale" person was very pushy and made me feel that I no choice. I am also a SENIOR

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 04 - 04 - 2020
MM DD YYYY

[Redacted Signature Box]

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



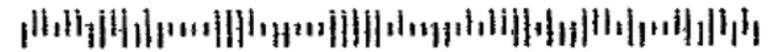
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Renovate America Settlement Administrator
PO Box 4234
Port Land OR 97208-4234

97208-423434



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LEGAL SERVICES

Renovate America Finance Cases CA4975



Objection #

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Route to: Vault

*Route to: _____



OBJECTION FORM

Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

CHARLES

MI:

E

Last Name:

BUCKLEY



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

*Here/renovate America Approved Contract that was no legal
false representative. Forged signature and refuse to cancel
contract. Representative was not lic to do work as the
attorney General found out and close the company down
my job was not thrown for a full year and I had to pay
Edison. My taxes double for service I did not get.*

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 05 - 13 - 2020
MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



Charles Buckley

I have more Doc

to many to read

① Note Log to Do Contract

② No Permit until AFTER FOUR

③ Still Not Complete

④ WAS Not TURN ON until
A YEAR LATER

⑤ I had to pay Edison for
that full year

⑥ My Taxes For that year
they double.

⑦ [REDACTED] HERO I fall over

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**BEFORE THE
REGISTRAR OF CONTRACTORS
CONTRACTORS' STATE LICENSE BOARD
DEPARTMENT OF CONSUMER AFFAIRS
STATE OF CALIFORNIA**

In the Matter of the Accusation Against:

[Redacted]

Respondent.

[Redacted]

and

[Redacted]

and

Case No. [Redacted]

DEFAULT DECISION

[Gov. Code §11520]

[Redacted]

The attached Default Decision is hereby adopted by the Registrar of Contractors as his Decision in the above-entitled matter.



IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of the Code of Regulations, title 16, Respondent License [REDACTED] shall not apply for reissuance or reinstatement of said license for five year(s) from the effective date of this Decision.

Home Improvement Salesperson Registration Number [REDACTED] issued to [REDACTED] is revoked.

IT IS FURTHER ORDERED that pursuant to Section 7102 of the Business and Professions Code and Section 870 of the Code of Regulations, title 16, Respondent License [REDACTED] Home Improvement Salesperson Registration Number [REDACTED] shall not apply for reissuance or reinstatement of said license for five year(s) from the effective date of this Decision.

Pursuant to Government Code section 11520, subdivision (c), Respondent may serve a written motion requesting that the Decision be vacated and stating the grounds relied on within seven (7) days after service of the Decision on Respondent. The agency in its discretion may vacate the Decision and grant a hearing on a showing of good cause, as defined in the statute.

This Decision shall become effective on November 8, 2019.

IT IS SO ORDERED October 8, 2019.

[REDACTED]

David Pogl
Registrar of Contractors

1 be used and installed.

2 c. Section 7159(d)(10)(C). Respondent failed to include the approximate date on which
3 work will be commenced.

4 d. Section 7159(d)(11)(B). Respondent failed to include the approximate date of
5 completion.

6 e. Section 7159(d)(13). Respondent failed to include the heading "Note about Extra
7 Work and Change Orders" and/or failed to include the required statement.

8 f. Section 7159(e)(2). Respondent failed to provide notice regarding Workers'
9 Compensation Insurance.

10 g. Section 7159(e)(4). Respondent failed to provide the required heading of mechanics
11 lien warning and the required notice.

12 h. Section 7159(e)(5). Respondent failed to provide the required notice, in at least 12
13 point type face print, within the contract, regarding the Contractors State License Board.

14 i. Section 7159(e)(6)(B). Respondent failed to provide the required language of the
15 "Three-Day Right to Cancel" as required by law.

16 N. LIVE OAK AVE PROJECT

17 47. On or about November 24, 2015, Respondent through its unregistered salesperson,
18 [REDACTED] entered into a written contract with homeowner, C.B., for an installation of a
19 solar system at his residence located on [REDACTED] for the amount of
20 [REDACTED]. The contract was financed through HERO loan.
21 Work began on or about November 27, 2015, and ceased on or about December 1, 2015. During
22 the presentation of the contract, homeowner C.B. was promised a 30% tax credit in form of a
23 check, roughly in the amount of [REDACTED] to apply towards his loan to lower the balance. After
24 the system was installed, homeowner C.B. contacted Respondent to have the system turned on.
25 Respondent issued a [REDACTED] payment to the homeowner for the delay in obtaining a permission
26 to operate from Edison and was told the system was turned on at this point. Approximately one
27 year later, homeowner C. B. received an annual statement showing that the system did not
28 produce any energy throughout the year to offset his usage in the amount of [REDACTED]

1 48. Respondent sent another technician to inspect the system. The technician turned the
2 system on and informed the homeowner C.B. that the panels needed to be removed and pictures
3 taken. After reviewing the contract, homeowner C.B. realized that monitoring was not installed
4 on the system per the written contract. On or about August 17, 2017, an industry expert inspected
5 the system and estimated the cost to correct and complete work required under the contract to be
6 approximately [REDACTED]

7 **THIRTEENTH CAUSE FOR DISCIPLINE**

8 **(Departure from Accepted Trade Standards)**

9 49. Respondent is subject to disciplinary action under section 7109, subdivision (a) in
10 that on the [REDACTED] Respondent willfully departed in a material respect from
11 accepted trade standards for good and workmanlike construction, as follows:

12 a. Respondent failed to properly install solar panel clamps to manufacturer's
13 requirements which can void the manufacturer's warranty.

14 b. Respondent failed to install roofing tiles to sit flush with surrounding tiles which
15 degrades the water shed that the tiles provided. Lifted tiles also cause surrounding tiles to be
16 more fragile due to uneven weight distribution.

17 c. Respondent failed to secure dragging wires on the roof surface which can be damaged
18 over time from friction, causing electrical failures.

19 d. Respondent failed to properly test and turn on solar equipment for almost one year.

20 **FOURTEENTH CAUSE FOR DISCIPLINE**

21 **(Failure to Complete Project for Contract Price Stated)**

22 50. Respondent is subject to disciplinary action under section 7113, in that on the [REDACTED]
23 [REDACTED] Respondent failed to complete the project for the contract price, and the
24 homeowner C.B. is required to spend substantial amounts in excess of the contract price to
25 complete the project in accordance with the contract.

26 **FIFTEENTH CAUSE FOR DISCIPLINE**

27 **(Employment of Unregistered Home Improvement Salesperson)**

28 51. Respondent is subject to disciplinary action under section 7154, in that on the [REDACTED]



HERO Final Payment Summary

P: 855-HERO-411 (855-437-6411)

E: info@heroprogram.com

A: 1170 W. 3rd St 2nd Floor San Bernardino, CA 92410

Date: **03/01/2016** HERO ID: 

Property Owner(s): **Charles Buddeley, Vickie Buddeley** Application Date: **11/09/2015**

Property Address:  Funded Date: **03/15/2016**

FINAL PAYMENT SUMMARY
 Project financing complete on **03/15/2016**¹

Thank you for choosing the HERO Program to finance your home upgrades. Everyday HERO is working to help property owners in your community to make their homes more energy efficient and reduce water usage. We hope you are enjoying the benefits of the products that you installed. Please review the estimated financing and payment information below which is calculated on the funding date for your project.

HERO Products Installed

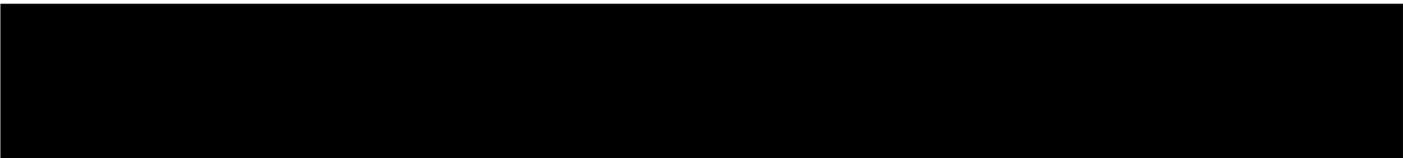
HERO Products Installed	
1	Solar Photovoltaic Systems - Solar Inverter
2	Solar Photovoltaic Systems - Solar Panel
Total Requested Product Amount	
HERO Program administration costs and recording fees ²	
Interest before first payment ³	
TOTAL AMOUNT TO BE FINANCED FOR THIS PROJECT	
HERO Payment to Contractor (HERO pays to contractor or other payee upon project funding)	

- All final amounts for your HERO project were calculated using the date that the project financing was complete: 03/15/2016.
- Program costs to provide financing for your improvement. These costs include municipal bond issuance costs and the cost of processing your paperwork. It also includes the fees paid to the county to record and process the financing documents.
- This is the Interest accrued from your project completion date and your first HERO payment.

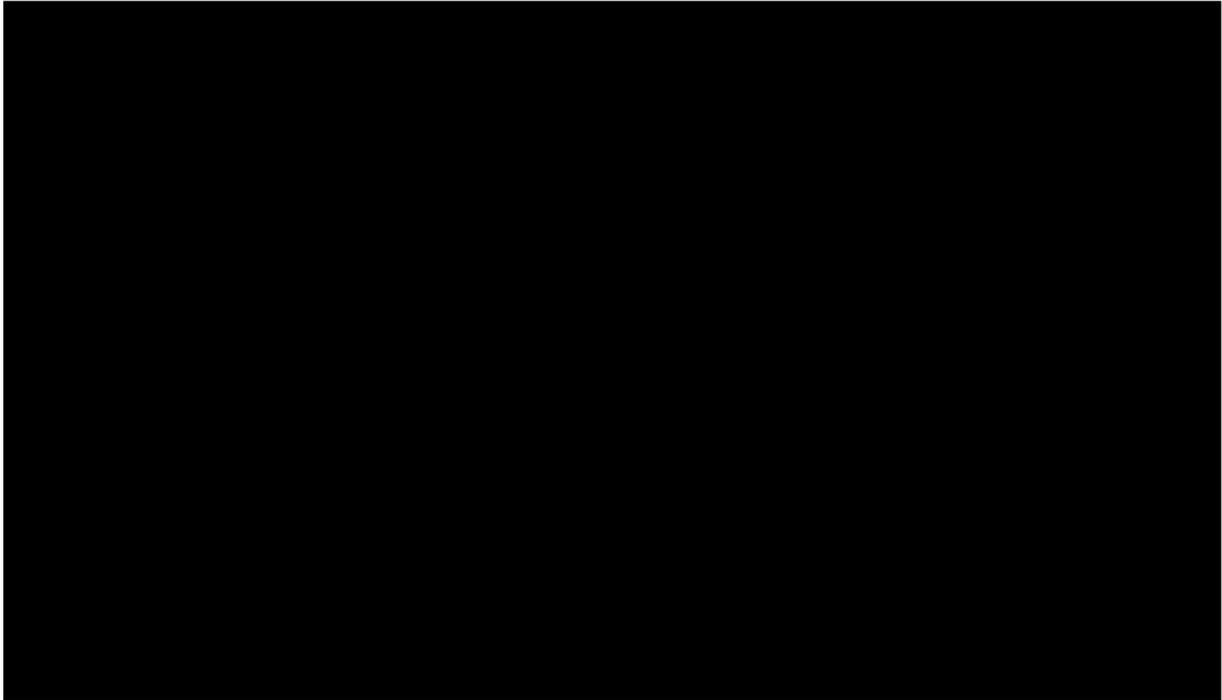
Property Tax Bill Payment Summary



HERO is here to help at every stage of the process! If you have questions regarding how to save for your first HERO payment, HERO assessments and real estate transactions, or any other HERO related questions, please call at 855-HERO-411 (855-437-6411)



Payment Schedule



1.

HERO Program Payoff Statement

Statement Date: [REDACTED]
Total Payoff Amount Due: [REDACTED]
Valid Through Date: [REDACTED]
Bond Series: [REDACTED]
HERO ID Number: [REDACTED]
APN: [REDACTED]
Contract Owner: Charles Buckley, Vickie Buckley
Property Address: [REDACTED]

Thank you for choosing the HERO Program to finance your home improvement project. Please note that the information below does not reflect any utility bill savings and/or tax deductions which may have benefited you as a result of participating in the program.

Description of Payment

Project Cost (labor and products) 3/15/2016
HERO administration program cost ¹
County recording and processing fee ²
Interest from 3/15/2016 to 6/4/2018
Assessment Payments via property tax bill from 7/1/2016 to 6/30/2017 ³
Assessment Payments via property tax bill from 7/1/2017 to 6/30/2018 ³
Payoff Balance Total (valid until 04/06/2018):



CSLB

YOUR PAYMENT SLIP

TO MAIL IN PAYMENT

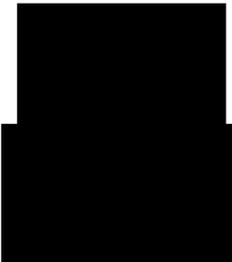
*Please include this slip with your check made payable to "SANBAG."
Please write your APN and HERO ID number on the check and mail to the following address:*

CIT Bank, N.A.
Attn: Client Banking Services
75 N. Fair Oaks Ave.
Pasadena, CA 91103

TO MAKE A WIRE TRANSFER

Please include all of the information below on your wire transfer to ensure a successful transaction.

APN: [REDACTED]
HERO ID: [REDACTED]
Account Name: [REDACTED]
Account #: [REDACTED]
ABA: [REDACTED]
Address: [REDACTED]



Property Owner

HERO Products Installed	
1	Solar Photovoltaic Systems - Solar Inverter
2	Solar Photovoltaic Systems - Solar Panel
Total Requested Product Amount	
HERO Program administration costs and recording fees ²	
Interest before first payment ³	
TOTAL AMOUNT TO BE FINANCED FOR THIS PROJECT	
HERO Payment to Contractor (HERO pays to contractor or other payee upon project funding)	

1. All amounts are estimates based on a project expiration date of 04/27/2016. Actual amounts will be calculated based on the actual project completion date, and will be listed on the Final Payment Summary.
2. Program costs to provide financing for your improvement. These costs include municipal bond issuance costs and the cost of processing your paperwork. It also includes the fees paid to the county to record and process the financing documents.
3. This is the Interest accrued from your estimated project completion date and your first HERO payment.

IMPORTANT NOTICE: PLEASE DO NOT SIGN THIS DOCUMENT UNTIL THE WORK IS COMPLETE

I, the undersigned, certify that:

1. The products installed on my property are completed to my satisfaction;
2. I understand that the selection of the contractor and acceptance of the materials used and the work performed is my responsibility and that the HERO Program, San Bernardino Associated Governments, and/or Renovate America, Inc. do not endorse any contractor or any other person involved with the products, the design of the products, or warrant the economic value, energy savings, safety, durability or reliability of the products;
3. I understand that the HERO Program has the right to inspect any installed products listed on this Completion Certificate;
4. The products listed above are the products installed on my property;
5. I have obtained, or will obtain, all necessary final permits and/or inspections required in my jurisdiction;
6. I hereby transfer and assign my right to HERO Funding to the Contractor and/or Payment Designee for the Total Approved Financing Amount for this Completion Certificate if I indicated that payment should be paid to the Contractor and/or Payment Designee above; and
7. I hereby transfer and assign my right to Program Fund Moneys to Renovate America, Inc. or its affiliates.



Charles Buckley, Signature

2/21/2016

Date



Vickie Buckley, Signature

2/21/2016

Date

1583674460
OWNER'S COPY
2-13-15
WCR
REBATE

PROJECT:

CONSTRUCTION LENDER: Helo

DESCRIPTION OF THE PROJECT AND DESCRIPTION OF THE SIGNIFICANT MATERIALS TO BE USED AND EQUIPMENT TO BE INSTALLED: Direct Contractor will furnish all labor and materials to construct and complete in a good, workmanlike and substantial manner a INSTALL 26 SOLAR PANELS

SW 260 SOLAR PANELS WITH SOLAR EDGE INVERTERS WITH OPTIMIZERS, MONITORING INCLUDED. ANY WORK TO ELECTRICAL BOX REQUIRED IS INCLUDED. PERMIT INCLUDED.

Substantial commencement of work under this contract is described as: PERMIT DESIGN/MEASURE

Approximate Start Date: Nov 5 2015 Approximate Completion Date: Jan 31 2016

CONTRACT PRICE: [REDACTED] DOWNPAYMENT: \$ 0

THE DOWNPAYMENT MAY NOT EXCEED \$1,000 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS. FINANCE CHARGE \$ TBD BY HELO

SCHEDULE OF PROGRESS PAYMENTS: The schedule of progress payments must specifically describe each phase of work, including the type and amount of work or services scheduled to be supplied in each phase, along with the amount of each proposed progress payment. IT IS AGAINST THE LAW FOR A DIRECT CONTRACTOR TO COLLECT PAYMENT FOR WORK NOT YET COMPLETED, OR FOR MATERIALS NOT YET DELIVERED. HOWEVER, A CONTRACTOR MAY REQUIRE A DOWNPAYMENT.

1. All changes by addendum only
2. ---
3. ---
4. ---

Upon satisfactory payment being made for any portion of the work performed, the contractor shall, prior to any further payment being made, furnish to the person contracting for the home improvement work a full and unconditional release from any claim or mechanics lien for any person entitled to make such a claim of lien per Sections 8410 and 8404 of the Civil Code for that portion of the work for which payment has been made.

Allowances: The following items or specific prices as indicated are included in the contract price or allowance. The contract price shall be adjusted upward or downward based on actual amounts rather than estimated amounts herein. All changes in work

List of Documents to be Incorporated into the Contract: Notice of Cancellation, Arbitration of Disputes, Three-Day Right to Cancel, Mechanics Lien Warning, Information about Contractor's State License Board. DCBVD DCB

A notice concerning commercial general liability insurance and workers' compensation insurance is attached to this contract. DCB VLD

ARBITRATION
OWNER: Initial this box if you agree to arbitration. Please see the "Arbitration of Disputes" section attached.

You (the owner or tenant) have the right to require the Contractor to have a performance and payment bond; however, the Contractor can charge you for the costs of procuring a bond.

RIGHT TO CANCEL
The law requires that the contractor gives you a notice explaining your right to cancel. Initial the checkbox if the contractor has given you a "Three-Day Right to Cancel" notice.

copy of this agreement, signed by both you and the contractor.
11/24/15 Firm Name: [REDACTED]
4/21/15 Contractor: [REDACTED]

From:

BUCKLEY Charles

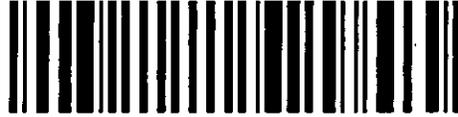


Renovate America Settlement Administrator
Administrator
PO Box 4234
Portland OR 97208-4234

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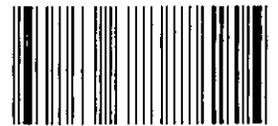
Renovate America Finance Cases CA4975

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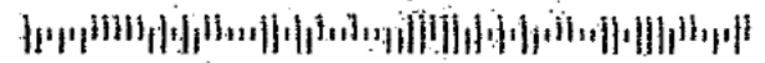
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OBJECTION FORM

Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

F	a	L	i	n	d	a													
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 MI:

K

 Last Name:

P	e	n	a																
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I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

The sales person who sold me the Hers program lied and said my solar and attic insulation, (which we really did not need) was a complete write off on our taxes. He Lied!! I believe he took advantage of this two Senior Citizens (myself + husband). Also we had to pay an attorney to have our roof released to us as we live in a Condo.

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MM DD YYYY

Falinda Pena



(SIGN HERE)

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

HERO Funding Amount to be paid to: <input checked="" type="checkbox"/> Contractor _____ <input type="checkbox"/> Property Owner _____ <input type="checkbox"/> Payment Designee _____	TOTAL REQUESTED PRODUCT AMOUNT: _____
---	---

Contractor

Company Name: _____ Phone: _____
 CSLB No: _____ Address: _____

Payment Instructions: On file and can be updated from within the contractor portal or if payment is to be made to the Payment Designee as set forth in the Payment Designee section below.

I, the undersigned, certify that:

1. The products installed on the property are complete to the satisfaction of the customer;
2. The customer(s) signed this Completion Certificate after the installation of the products and all signatures on this Certificate are genuine;
3. I have the correct licensing/classifications from the Contractor State Licensing Board to install the products listed on this Completion Certificate;
4. I have the authority to sign this Completion Certificate on behalf of my company;
5. I have provided permits and final invoices with this Completion Certificate and the attached documents are true and correct copies thereof;
6. I have attached a copy of the business license for this jurisdiction if one or more products did not require a building permit;
7. I hereby transfer and assign my right to HERO Funding to the Payment Designee for the Total Approved Financing Amount for this Completion Certificate if the instructions above indicate that payment should be paid to the Payment Designee; and
8. I hereby transfer and assign my rights to Program Fund Moneys to Renovate America, Inc. or its affiliates.

 Signature

10/2/2015
 Date

 Printed Name

Payment Designee

Company Name: _____ Phone: _____
 Contact Name: _____ Address: _____

Property Owner

DO NOT SIGN UNTIL WORK IS COMPLETE.

I, the undersigned, certify that:

1. The products installed on my property are completed to my satisfaction;
2. I understand that the selection of the contractor and acceptance of the materials used and the work performed is my responsibility and that the HERO Program, Western Riverside Council of Governments, and/or Renovate America, Inc. do not endorse any contractor or any other person involved with the products, the design of the products, or warrant the economic value, energy savings, safety, durability or reliability of the products;
3. I understand that the HERO Program has the right to inspect any installed products listed on this Completion Certificate;
4. The products listed above are the products installed on my property;
5. I have obtained, or will obtain, all necessary final permits and/or inspections required in my jurisdiction;
6. I hereby transfer and assign my right to HERO Funding to the Contractor and/or Payment Designee for the Total Approved Financing Amount for this Completion Certificate if I indicated that payment should be paid to the Contractor and/or Payment Designee above; and

7. I hereby transfer and assign my right to Program Fund Moneys to Renovate America, Inc. or its affiliates.

[Redacted Signature]

Falinda Pena, as Trustee, Signature

10/2/2015

Date

[Redacted Signature]

Edward Pena, as Trustee, Signature

10/2/2015

Date

Property Owner 3, Signature

Date

Property Owner 4, Signature

Date

Falinda Pena



SN BERNARDINO CA 924

13 APR 2020 PM 4 L



Renovate America Settlement Adm.
P.O. Box 4234
Portland Or. 97208-4234

97208-423434



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LEGAL SERVICES

Renovate America Finance Cases CA4975



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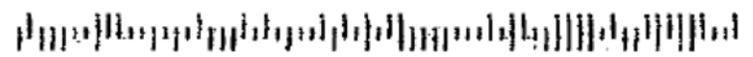
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P.O. Box 4234
Portland, OR, 97208-4234

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Renovate America Finance Cases CA4975



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Route to: Vault

*Route to: _____

OBJECTION FORM

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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

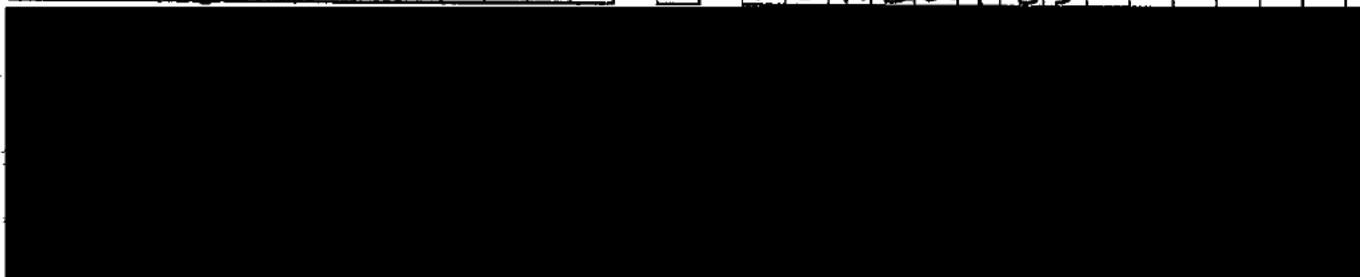
Class Member's First Name:

Mr.

Last Name:

Gilbert

Gonzales



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

When we were sold this paint job there were no mention on papers we signed about additional fees. of \$2408.00 for Closing Costs & misc fees + annual fee of \$35.00 and they could raise it when ever they wanted to. I have supporting documents & Phone Calls if needed. (Per Brandon 9-3-19) I paid [redacted] over cost + interest

Please provide copies of any documents that you wish to submit in support of your position.

Dated: - -
MM DD YYYY

[Redacted Signature Box]

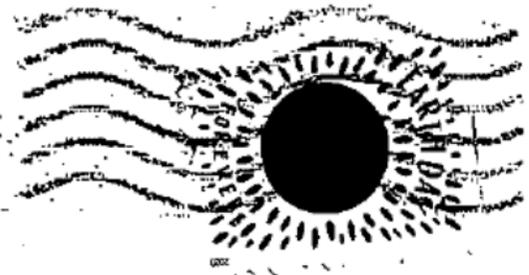
(SIGNATURE)

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

Mr. & Mrs. Gilbert G.

SANTA ANA CA 926

03 MAY 2000 PM 4 1



Renovate America Settlement Adm
P.O. Box 4234
Portland OR, 97208-4234

97208-423434



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APR 14 2020

LEGAL SERVICES

Renovate America Finance Cases CA4975



Objection #

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OBJECTION FORM

Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

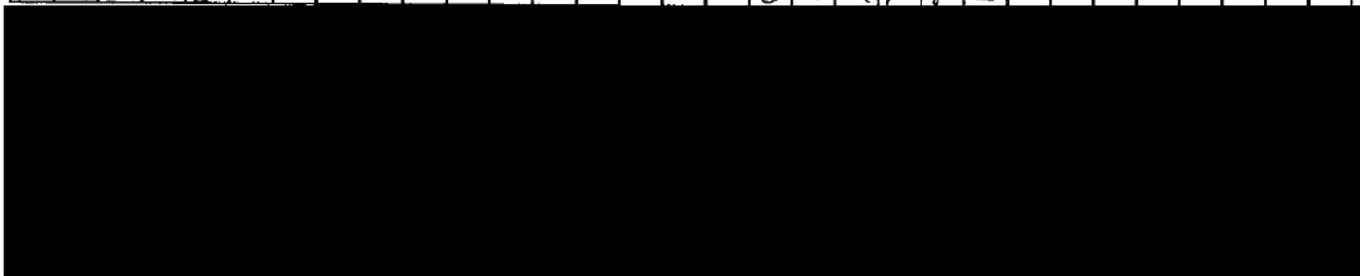
NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

MI:

Last Name:

JAMES V CHAPPELL



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

This is an abuse of the system by these lawyers. The benefit to the class members is miniscule, at best, while enriching the lawyers inequitably. This needs to be rejected on principle to eliminate these types of frivolous lawsuits from our system by making a statement that we will not tolerate this type of legal abuse.

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 04 - 11 - 2020
MM DD YYYY

[Redacted signature box]

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

Mr Jimi V Chappell

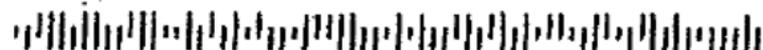
JACKSONVILLE FL 320

11 APR 2020 PM 3 L



Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

97208-423434



RECEIVED
APR 24 2020
Epiq Class Action

Renovate America Finance Cases CA4975

Objection #



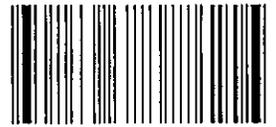
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Route to: Vault

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OBJECTION FORM

APR 21 2020

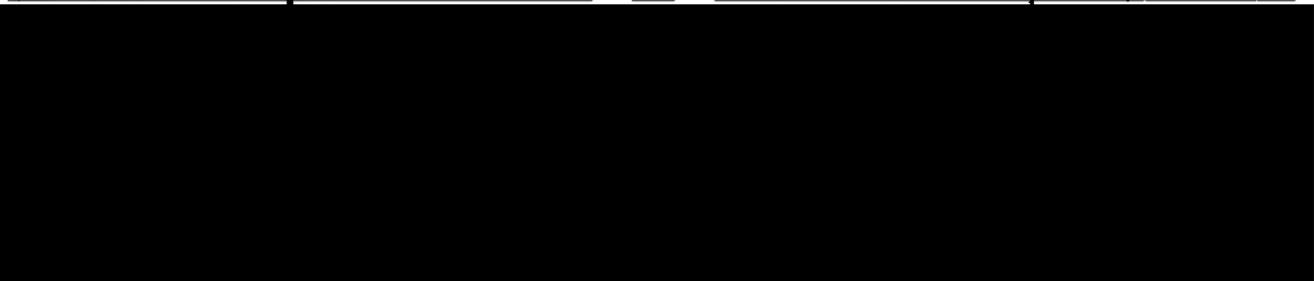
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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name: Jeffrey MI: Last Name: Van Bergey



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

My HERO project was approved & started 1/8/2016 and was financed for a total of [redacted] I paid for two years and it had a final payment of [redacted] (Paid early) on 12/1/17. I am appalled by the amount lawyers involved in this case are paid as opposed to home owners who were taken advantage of. \$20 payment - seriously

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 04 - 20 - 2020
MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

RECEIVED

MAY 18 2020

LEGAL SERVICES

Renovate America Finance Cases CA4975

Objection #



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Route to: Vault

*Route to: _____



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OBJECTION FORM

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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

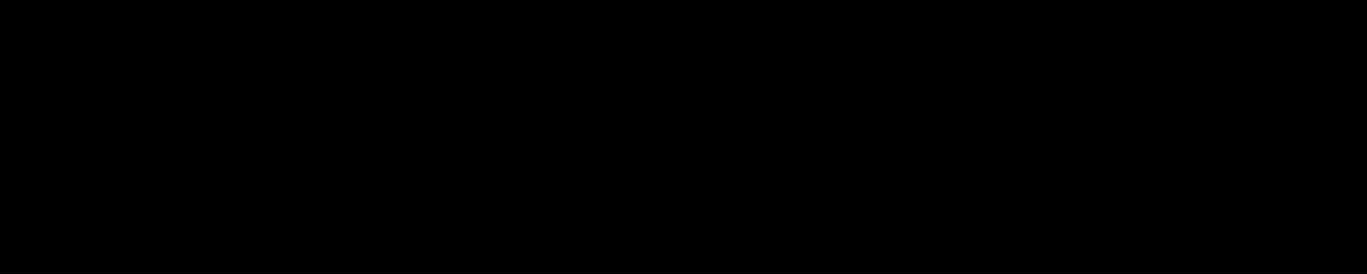
MI:

Last Name:

J E F F R E Y

L

D A V I S



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

I have had no issues with this HERO financing

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 05 - 13 - 2020
MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234





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CA 92261

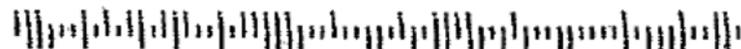
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Renovate America
PO Box 4234
Portland OR
97208-4234

97208-423434



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MAY 05 2020

LEGAL SERVICES

Renovate America Finance Cases CA4975



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Route to: Vault

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OBJECTION FORM

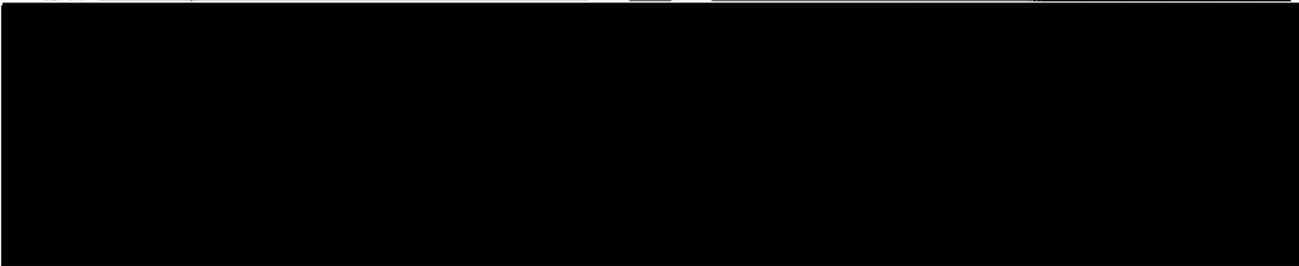
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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name: MI: Last Name:



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

FEE OF LOAN WERE NOT DISCUSSED. AN ADDITIONAL FEE
WAS CHARGED FOR OBTAINING A ZERO LOAN. \$20.00
Dollars is not enough to pay individuals who have
lost hundreds/thousands on these loans.

Please provide copies of any documents that you wish to submit in support of your position.

Dated: - -
MM DD YYYY

(HERE)

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



HERO ID #: [REDACTED]

Dear Jesus,

Welcome to HERO!

Thank you for choosing the HERO Program to finance your home upgrades. We hope you are enjoying the benefits of the products you installed. This welcome package includes what you need to know as a new HERO Homeowner including payment summary details and how HERO financing repayment works.

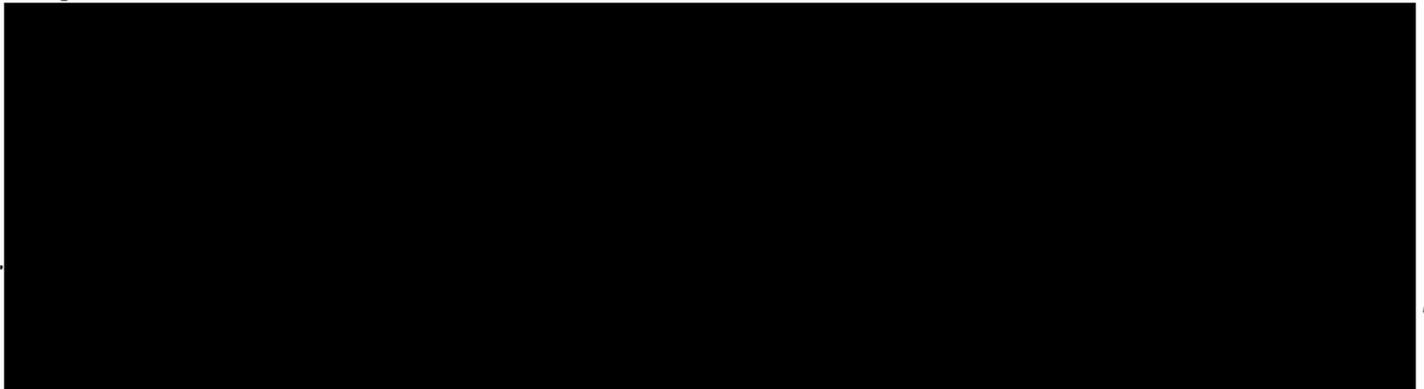
HERO Specialists are available to answer any questions you may have about your financing terms at 855-HERO-411. Additionally, when you are considering refinancing or selling your home, HERO Property Advisors are available to assist you through the process from start to finish. These specialists can be reached Mon. - Fri. at 855-CAL-HERO.

We aim for high customer satisfaction and the vast majority of HERO Homeowners indicate they would recommend the Program to a friend – and we love hearing from the HERO community on our social media pages. We invite you to like us on Facebook, follow us on Twitter and Instagram, and share photos and videos of you and your family enjoying your home upgrade. You'll find a community of homeowners constantly learning from one another about maximizing energy and water savings, and you can also use the pages to ask us any questions you may have.

Thank you again for choosing HERO. Enjoy your improvements!

The HERO Team

Payment Details



Impound Accounts

If you have an impound account through your lender, we recommend that you begin setting aside your monthly payment amount so that you are prepared when your lender adjusts your account. Most lenders will make your property tax payments first and then adjust your impound account at a later date (typically in January or May). At the time of adjustment, you will be asked to make a payment equal to your annual HERO payment or, if that is not possible, you will need to make a higher monthly payment for the next 12 months to replenish your impound account. If you have questions on this, please reach out to one of our HERO Property Advisors.

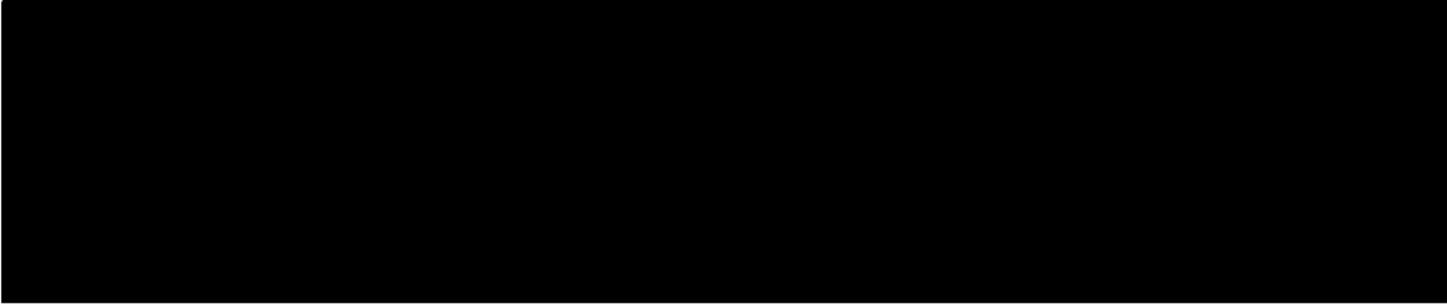
Additional Improvements

HERO is available for numerous energy and water savings improvements, and most homeowners are able to finance multiple projects. Any additional funds available to you for use on future projects are listed to the right. Please visit heroprogram.com for a full list of HERO eligible products then call 855-HERO-411 to get started.

Available Funds



Payoff Requests & Partial Payoffs



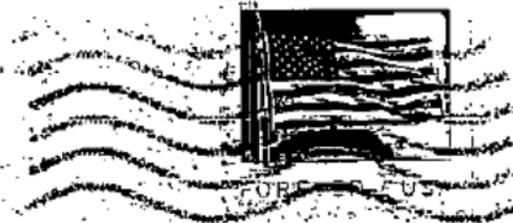
Payment Summary



JESUS AMERZUM

SAN DIEGO, CA 921

02 MAY 2020 PM 5 L



RENOVATE AMERICA SETTLEMENT Administrator
P.O. Box 4234
Portland, OR 97208-4234

97208-423434

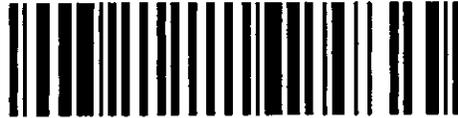


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MAY 18 2020

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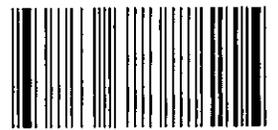
Renovate America Finance Cases CA4975



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*Route to: _____



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OBJECTION FORM

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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

MI:

Last Name:

Jose

E

Medrano

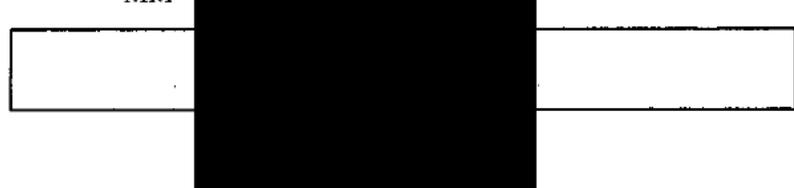


I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

I was have to Refinance my House To Be out to this contract and I paid in full my Balanced.

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 05 - 19 - 2020
MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234



Jose E. Medrano



SANTA ANITA CA 926

14 MAY 2020 PM 5 L



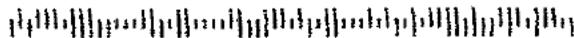
To:

Renovate America
Settlement Administrator

Po Box 4234

Portland, OR 97208-4234

97208-423434



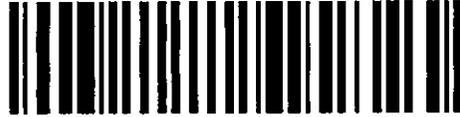
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APR 16 2020

LEGAL SERVICES

Renovate America Finance Cases CA4975

Objection #



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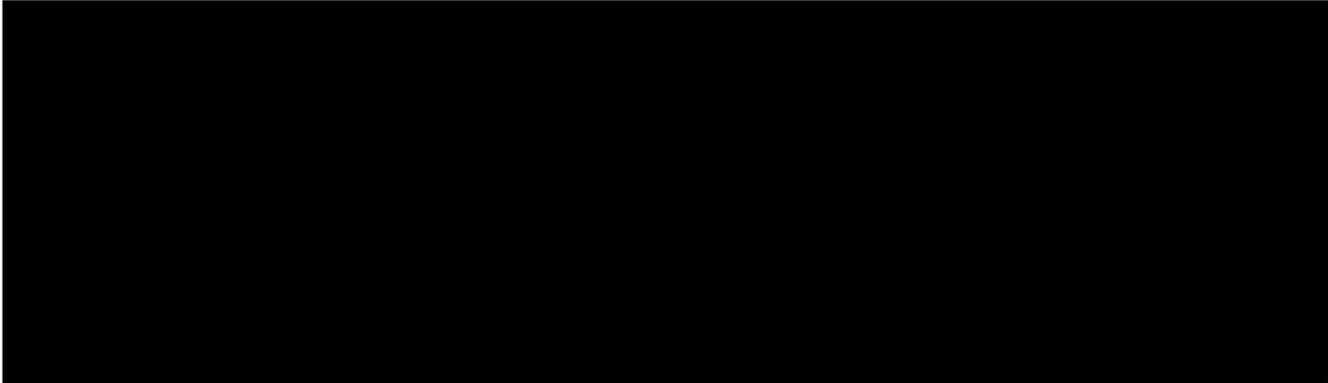
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HERO Program Payoff Statement

Statement Date:	
Total Payoff Amount Due:	
Payment must be received by:	
Bond Series:	
HERO ID Number:	
APN:	
Contract Owner:	
Property Address:	

Thank you for choosing the HERO Program to finance your home improvement project. Please note that the information below does not reflect any utility bill savings and/or tax deductions which may have benefited you as a result of participating in the program.



YOUR PAYMENT SLIP

**TO MAIL IN PAYMENT**

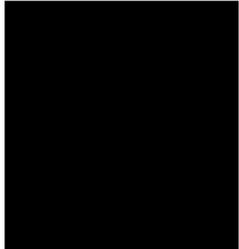
Please include this slip with your check made payable to "LA HERO Program." Please write your APN and HERO ID number on the check and mail to the following address:

CIT Bank, N.A.
 Attn: Client Banking Services
 75 N. Fair Oaks Ave.
 Pasadena, CA 91103

TO MAKE A WIRE TRANSFER

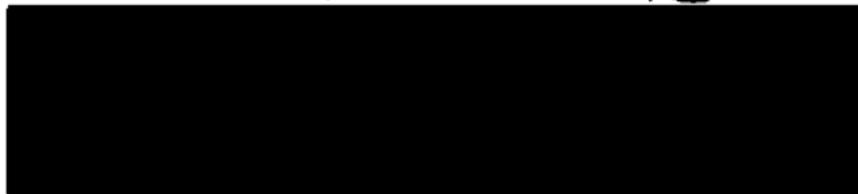
Please include all of the information below on your wire transfer to ensure a successful transaction.

APN:
 HERO ID:
 Account Name:
 Account #:
 ABA:
 Address:



Payments that do not indicate the HERO ID and APN, are not made payable to LA HERO Program, or are received after the due date may be rejected or incur additional fees and interest.

Juliana Westbrook



SANTA FLORITA 35000

13 APR 2000 PM 3:11



Renovate America Settlement
Administrator

PO Box 4234

Portland OR 97208-4234

97208-423434



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APR 24 2020
Epiq Class Action

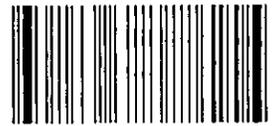
Renovate America Finance Cases CA4975

Objection #



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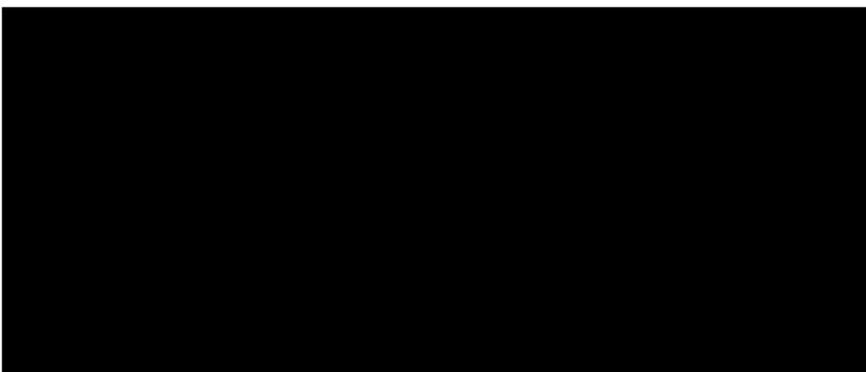
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Route to: Vault

*Route to: _____

To whom it may concern,

Back in August of 2015 I was solicited by a vendors regarding easy financed programs designed to help homeowners to do qualifying upgrades to the homes, the vendor and upgrade I selected was not the issue, they were not the best, the cheapest or the most capable competent company out there, but they did the job I wanted and it all came out almost to my satisfaction. The issue I have with is with the financing company, when it was initially pitched to me, no one including the vendor or the finance company disclosed any information regarding the excessive and unfair fees this loan came with, I've taken loans out before, but this company is predatory and targeting consumers, this should be stopped and at the very least controlled by the cities/counties/states where it practices. Vendors should also be accountable as well since they are the ones door to door getting consumers duped into this unfair loan and are partnered up with the financial agency. I was literally force to take out a thirteen thousand dollar loan from my 401k retirement plan to payoff the unfair, predatory, scam loan I was misled into attaining without the real facts of the loan, no upfront payoff fees, no upfront prepaid fees, no upfront waiting period or time table of entire process, no upfront huge excessive and abusive fees. I should not have to put at risk my home or retirement to simply payoff this loan. Its absurd that the city, county and state are allowing for this company to target us and let us fall victims of this unfair practices. I can totally relate with the listed complains they have listed in social media, BBB and others. I'm actually glad I am not the only 1 out there that has been taken advantage of and left feeling like this but countless others as well, so it reiterates the obvious fact here, that its unfair. I for 1 are filing complains to the city of san Bernardino, the county of san Bernardino and the state of California. Furthermore I will also take to social media to voice my opinion and experience. I will be contacting an attorney to take a look at this and see if we can take legal action and recourse for these excessive fees that are not any where in my original loan docs or disclosed by any of them. When I initially contacted them to see if they could assit me in waving some of the administrative fees, they consented to give me an eight hundred dollars, but with the condition that I submitted payment in a matter of a day or so, which was not doable for anyone, there is a time line and process for anyone seeking any kind of loan , including the PACE?Hero Program. I advised them of this and they would wait or extend time given knowing I could not meet time line as I had already expressed to them about the loan I was seeking to pay them off. I have worked too hard to have my home and to give my dependents a heritage to lose it or put it at jeopardy for this destructive loan. I really did struggled to make my property tax bill after the Hero nearly double my bill. I had a long debate and sleepless nights over the last year just thinking of the burden I had on our home and how could my wife and kids could keep up with these hiked property tax bill we had due to the added on payment from the hero program. And I finally decided to gamble and put the burden on my retirement instead of our home. To summarized it here is a little bit of my particular loan balance I had to deal with.



Not to mention this years property tax bills I still have to pay this Dec 2019 because they would not be processing my pay off fast enough. Not sure how is it that our government agencies are allowing this to happen to Us. I have paid all this money and still own almost all the original loan. I'm unfeather by this. I don't believe 20 dollars as a settlement would do anyone justice, the settlement would not be any fair if this stays at this portion, the outcome of this can also be credit to our assessors accounts for higher amount, this would help us tremendously, please do consider my objection to renegotiate, this people laughed all the way to the bank on our expense.

Thank you.



José Yokoyama

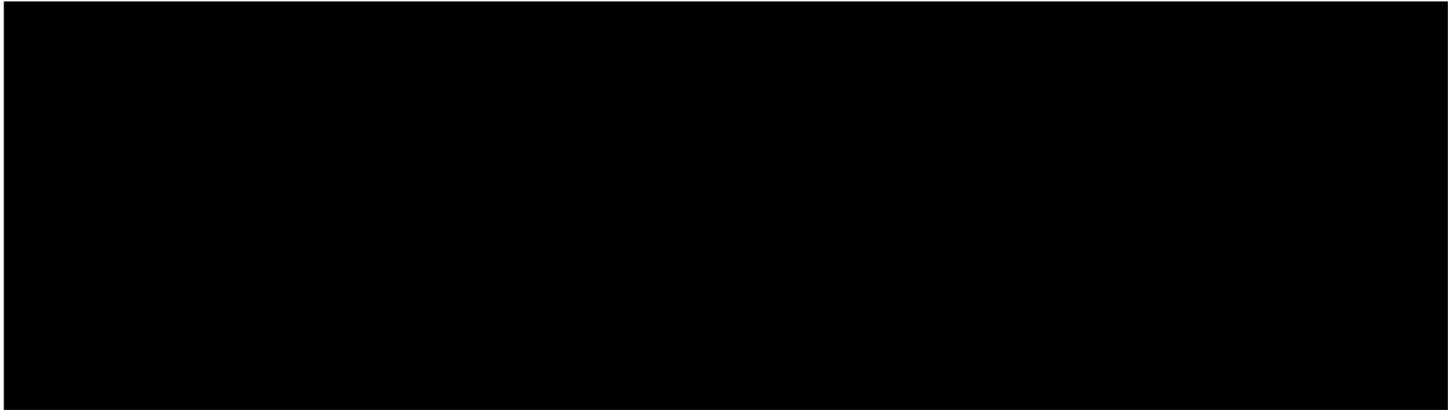


HERO Financing Program™ Final Payment Summary

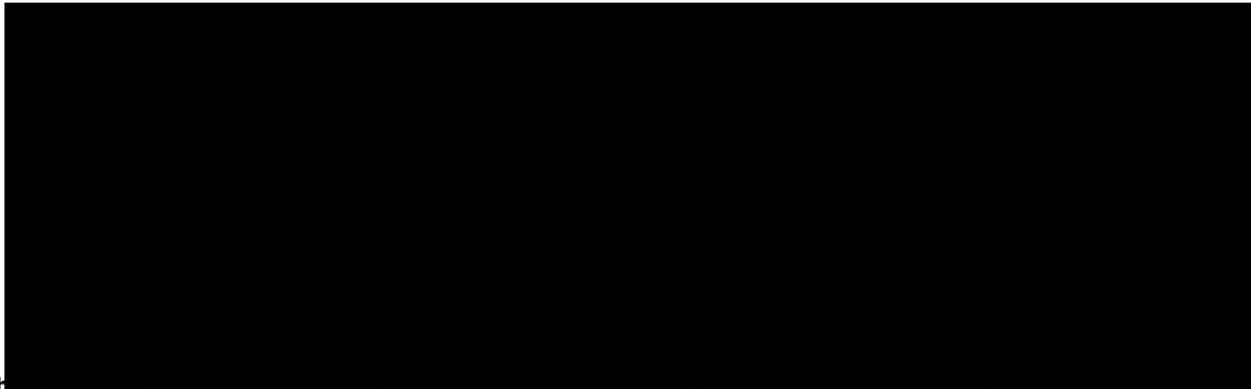
Date: [REDACTED]
Property Owner(s): Julio Yokoyama, Yesenia Yokoyama
Property Address: [REDACTED]
HERO ID: [REDACTED]
Application Date: [REDACTED]
Funding Date: [REDACTED]

The information provided below reflects the charges you will incur at the settlement of your Assessment Contract.

Your payments will be added to your property tax bill beginning with your property taxes for the 2016 tax year.



Payment Summary



****Subject to change

HERO Financing Program™ Final Payment Summary

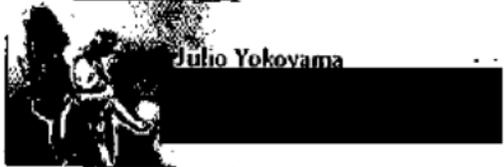
Thank you for choosing the HERO Financing Program to finance your recent home energy renovation project.

For the term of your financing (see 'Financing Term' on page 1 of this document), your payment will be included on your property tax bill.

The payment amount due will be shown on your property tax bill as a new line item labeled "HERO FINANCING" and will also be included in the total property tax amount.

<p>When will HERO be included in my property taxes?</p>	<p>HERO FINANCING will be included in your property taxes beginning in the next property tax fiscal year after the close of your financing.</p> <p>This will be your November 2016 property tax bill.</p>
<p>How will this impact my property tax impound account?</p> <p>I pay my taxes monthly.</p>	<p>If you pay your property taxes monthly along with your mortgage payment, you have an escrow impound account through your lender.</p> <p>The County Treasurer-Tax Collector provides your lender with the property tax amount which is due on your property for the year. Beginning with your November 2016 property tax bill, this will now include HERO FINANCING as a new line item. Your lender will adjust your monthly property tax escrow impound payment based on this information.</p> <p>IMPORTANT: If your lender does not increase your monthly impound amount prior to paying your property taxes for the year (which includes your new HERO payment), your lender may temporarily increase your impound amount to recoup the HERO payment they made on your behalf.</p> <p>Please contact your lender to be sure you understand when, and how, your escrow impound account will be adjusted. Depending on the timing, this could result in a temporary increase in your monthly mortgage payment.</p> <p>We also recommend that you send your lender this HERO Financing Program™ Final Payment Summary to confirm that your monthly property tax impound account is adjusted adequately.</p>
<p>How will this impact my property taxes?</p> <p>I pay my taxes directly.</p>	<p>If you pay your property taxes directly to the Treasurer-Tax Collector, your property tax amount for the year will include HERO FINANCING.</p> <p>As usual, your property taxes can be paid in two installments, with the first installment due in November (late if not paid by December 10) and the second installment due in February (late if not paid by April 10).</p>

If we can answer any questions, please call us at 855-HERO-411 (855-437-6411).



SA BERNARDINO CA 924

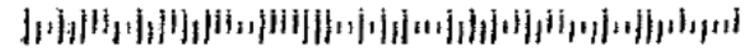
21 APR 2000 11 5 1



FOREVER USA

RENOVATE AMERICA SETTLEMENT ADMINISTRATOR
P.O. BOX 4234
PORTLAND, OR 97208-4234

57208-423434



RECEIVED

MAY 05 2020

LEGAL SERVICES

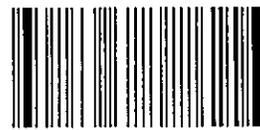
Renovate America Finance Cases CA4975



Objection #

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Route to: Vault

*Route to: _____

OBJECTION FORM

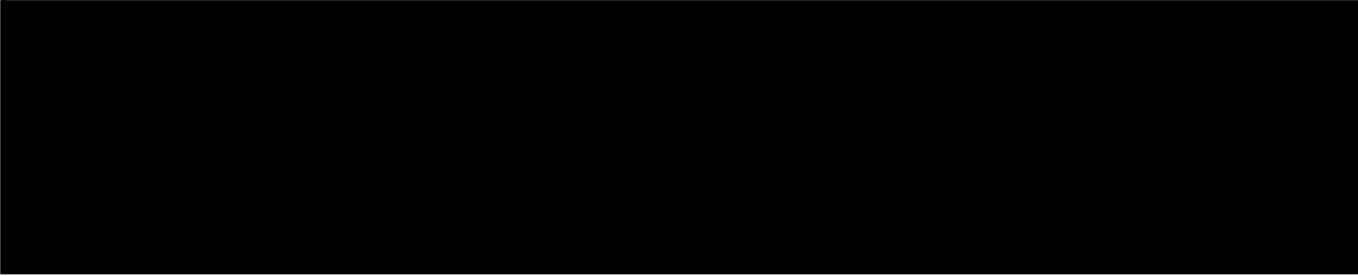
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OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name: MI: Last Name:

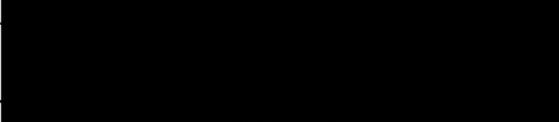


I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

The main reason I decided to get a loan for my solar thru Hero program was because I got the impression that all the financed amount (principle + interest) would be used as part of the paid tax and therefore will be beneficial for me at the end of the year when I file my tax. I was notified by my accountant the very next year after I got the loan that the only portion

Please provide copies of any documents that you wish to submit in support of your position.

Dated: - -
MM DD YYYY


(SIGN HERE)

See next →
Page
back

Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

of my payment to Hero that I could use for tax deduction was the interest and not (principal + interest)! which did not seem to be significant. I therefore decided to pay off the whole loan amount. I ~~was~~^{was} lost more than [REDACTED] for having the loan for one year. They should have clarified all of this from the beginning. was not clear. will never do business with them. (see attached documents)

thanks

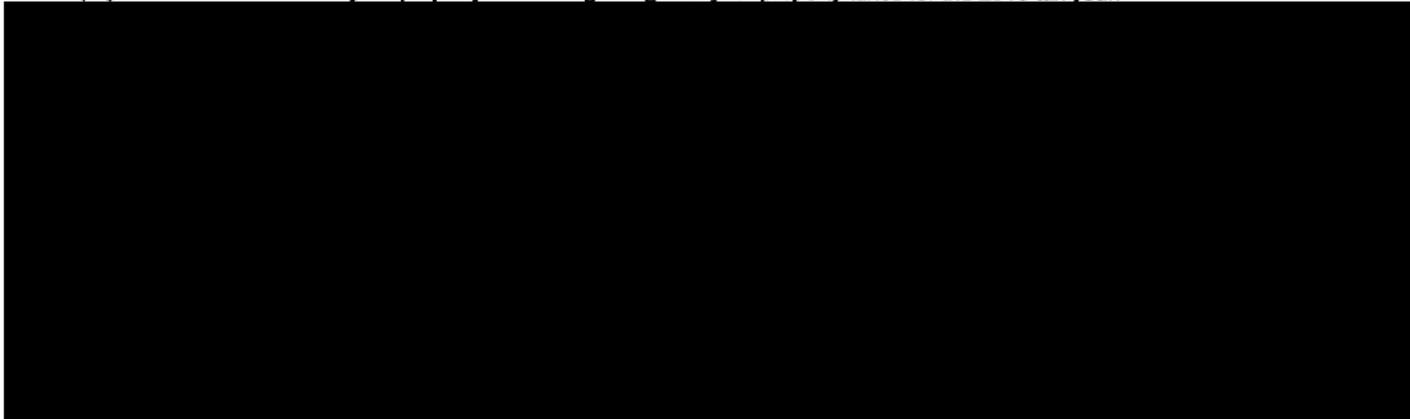


HERO Financing Program™ Final Payment Summary

Date: [REDACTED]
Property Owner(s): **Mansoor Azodi, Zohreh Azodi**
Property Address: [REDACTED]
HERO ID: [REDACTED]
Application Date: [REDACTED]
Funding Date: [REDACTED]

The information provided below reflects the charges you will incur at the settlement of your Assessment Contract.

Your payments will be added to your property tax bill beginning with your property taxes for the 2016 tax year.

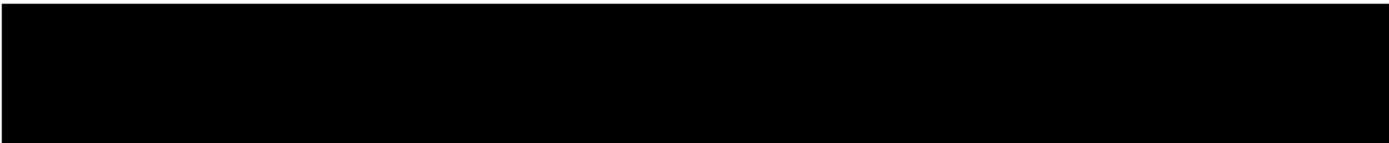


Payment Summary



****Subject to change

Pay Down Option to Lower Your Annual Payment





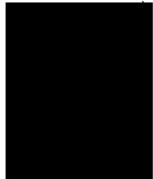
HERO Program Payoff Statement

Statement Date: [REDACTED]
Total Payoff Amount Due: [REDACTED]
Valid Through Date: [REDACTED]
Bond Series: [REDACTED]
HERO ID Number: [REDACTED]
APN: [REDACTED]
Contract Owner: Mansoor Azodi, Zohreh Azodi
Property Address: [REDACTED]

Thank you for choosing the HERO Program to finance your home improvement project. Please note that the information below does not reflect any utility bill savings and/or tax deductions which may have benefited you as a result of participating in the program.

Description of Payment

Project Cost (labor and products) 7/17/2015
HERO administration program cost ¹
County Recording, Processing, and Other Fees ²
Interest from 9/2/2015 to 7/5/2016
Payoff Balance Total (valid until 05/27/2016):



talked to Celine
5/19/16

Jenni Hero

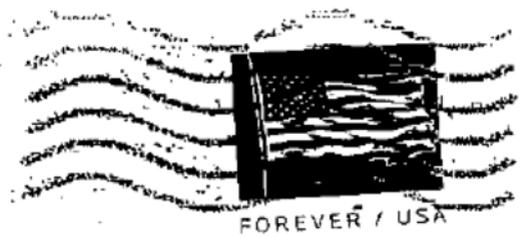
855-225-4376

Mansoor Mike Azodi
Zohreh Azodi Aka Zohreh Moghareh



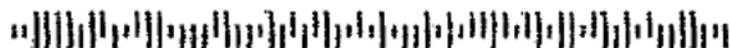
SAN DIEGO CA 92101

01 MAY 2008 PM 5:1



To: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

97208-423434



RECEIVED
APR 13 2020
Epiq Class Action

Renovate America Finance Cases CA4975

Objection #



600000001

Document Range



0497505

Begin:

End:

Quantity:

1

-

1

Prepped by:

QC:

Stats:

Scanned by:

ID #: <i>ge mn</i>			
APR 13 2020		APR 13 2020	APR 13 2020 <i>DO</i>

Route to: Vault

*Route to: _____

OBJECTION FORM

Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:

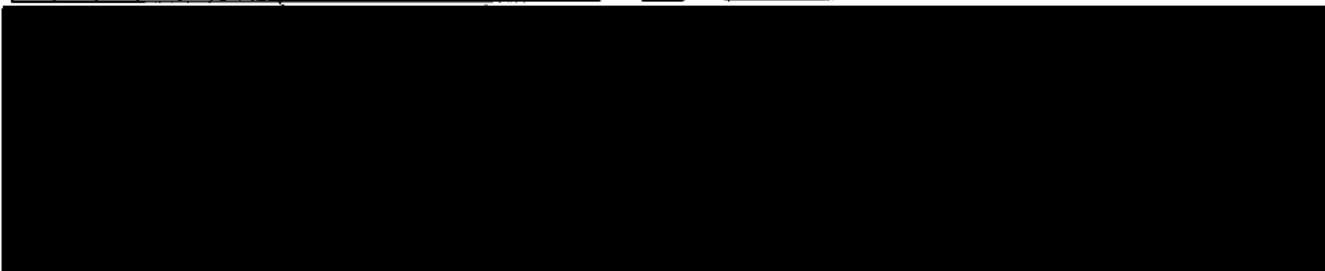
M A N Z O C R

MI:

R

Last Name:

M A S S E Y

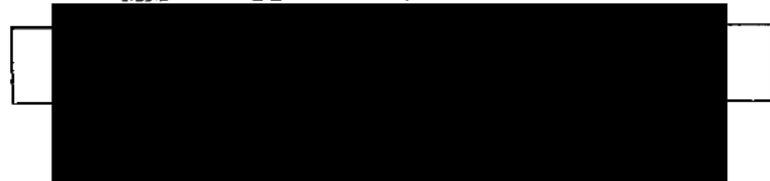


I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

TO THE PRESIDING JUDGE AND ATTORNEYS: It is mind boggling that the total settlement in this case is \$2,550,000.00 and the Attorneys take \$841,500.00 +\$80,000.00 +\$20,000.00 = \$941,500. The customer who have been cheated due to this unfair practice and have been paying for years, are getting \$20.00. I am even ashamed to write \$20. Where is the fairness? Where is equity? The customers should be reimbursed all interest they have paid due to this fraudulent and unfair practice. Additionally, the company should be punished by paying the total attorney fees and it should not come out of the settlement. The entire \$2,555,000.00 should be reimbursed to the clients. The current settlement is a slap on the wrist on the fraudulent company and fattening the bank account of the attorney. This settlement does not provide relief to the ones who have been cheated. Honorable Judge: What can the customer buy for \$20? Please reconsider. Thank you.

Please provide copies of any documents that you wish to submit in support of your position.

Dated: - -
MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

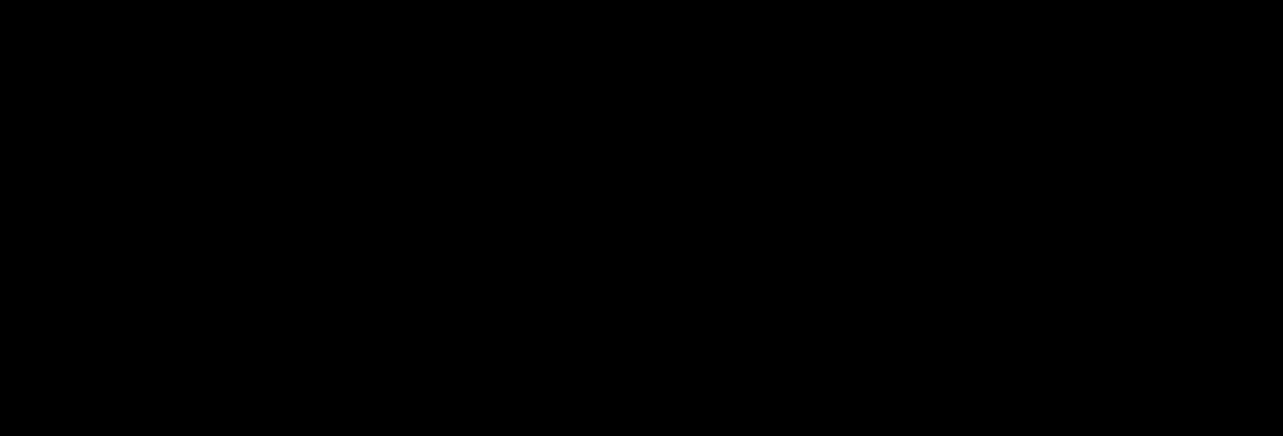
Manzoor R. Massey



April 9, 2020

TO: Renovate America Settlement Administrator

TO THE PRESIDING JUDGE AND ATTORNEYS: It is mind boggling that the total settlement in this case is \$2,550,000.00 and the Attorneys take \$841,500.00 +\$80,000.00 +\$20,000.00 =\$941,500. The customer who have been cheated due to this unfair practice and have been paying for years, are getting \$20.00. I am even ashamed to write \$20. Where is the fairness? Where is equity? The customers should be reimbursed all interest they have paid due to this fraudulent and unfair practice. Additionally, the company should be punished by paying the total attorney fees and it should not come out of the settlement. The entire \$2,555,000.00 should be reimbursed to the clients. The current settlement is a reward and a slap on the wrist on the fraudulent company. It fattens the bank account of the attorney. This settlement does not provide relief to the ones who have been cheated. How much pain and suffering will \$20 relieve for customers who have been cheated and punished for years of making payment to these fraudulent operators?



The attached document was presented for my e-signatures without any disclosures. I e-signed.

I called the company but I could never find anyone willing to listen. I tried calling my salesman,  The number was never picked up. The individual customer does not have the resources to pursue such unscrupulous unfair and fraudulent people. Obviously, in order for a case to become Class Action, enough people have been cheated.

Here is an equitable settlement:



Honorable Administrator: You recall Enron? Arthur Andersen? Countrywide? We can list thousands of them. Big companies cheating and getting away at the expense of poor individuals! When they are caught, it is only because they have cheated very large number and they are caught, just like the case in point.

We need to serve judgment that makes it distasteful for the cheaters to do it again. Full and complete restitution! Please see my response and reconsider. All homeowners who have been served by this company have paid dearly. **\$20???** **Is that fair?**

Please reconsider.

Respectfully,



Manzoor Massey

The attachment

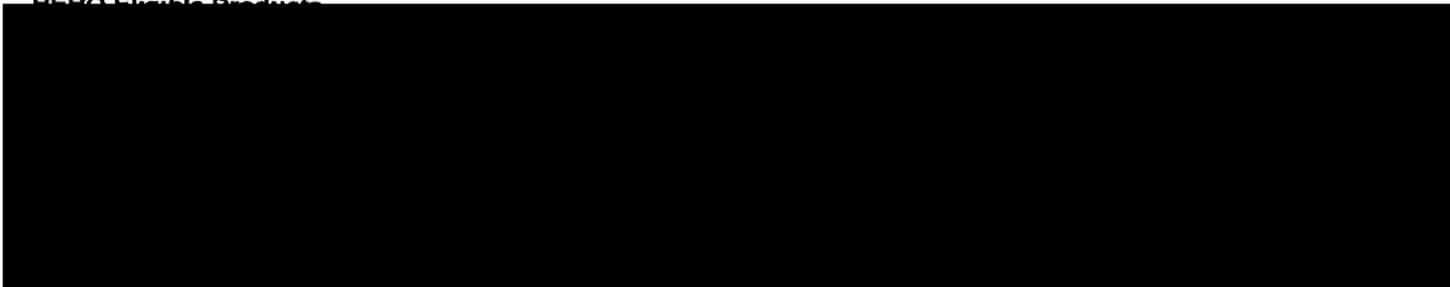


HERO Financing™ Summary

P: (855) HERO-411 F: (858) 385-0379 E: sanbag@heroprogram.com A: 1170 W. 3rd St 2nd Floor
San Bernardino, CA 92410

Date: [Redacted]
Property Owner(s): **Manzoor Massey**
Property Address: [Redacted]
HERO ID: [Redacted]
Application Date: [Redacted]
Expiration Date: [Redacted]

HERO Eligible Products



Financing Summary

Your payments will be added to your property tax bill for 15 years. If your project funds on or before June 30th of 2015, your first payment will be included on your November 2015 tax bill. If your project funds after June 30th of 2015, your first payment will be included on your November 2016 tax bill. The following terms are estimates and are subject to change upon completion of work. This summary does not include tax deductions or energy savings.



Acknowledgement of Receipt

I hereby acknowledge reading and receiving a copy of this HERO Financing Summary:

[Redacted]	7/11/2014		
Manzoor Massey	Date	Property Owner 2	Date
Property Owner 3	Date	Property Owner 4	Date



I, the undersigned, certify that upon project completion, the HERO Financing Program is directed to pay Kilowatt Systems, LLC the Total Assigned Financing Amount herein.

Contractor Signature

Date

Printed Name

Property Owner

I, the undersigned, certify that upon project completion, the HERO Financing Program is directed to pay Kilowatt Systems, LLC the Total Assigned Financing Amount herein.



Wahzoor Massey

7/30/14
Date

Property Owner 2

Date

Property Owner 3

Date

Property Owner 4

Date

EXHIBIT B

**LIST OF CONTRACT DOCUMENTS, DISBURSEMENT, AND
SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL,
INTEREST AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

List of Contract Documents:

The Contract shall consist of the following documents:

- This Contract and the exhibits hereto;
- The Application;
- The Right to Cancel;
- The Completion Certificate;
- The Assessment Cost and Payment Summary;
- The Notice of Assessment;
- The Payment of Contractual Assessment Required;
- The SANBAG HERO Residential Program Handbook, Version 1.1, dated June 2014;
- The HERO Program website located at <https://www.heroprogram.com>.

Disbursement:

[REDACTED]

The Estimated Disbursement Date will be no later than October 29, 2014, which date is used in the table below.

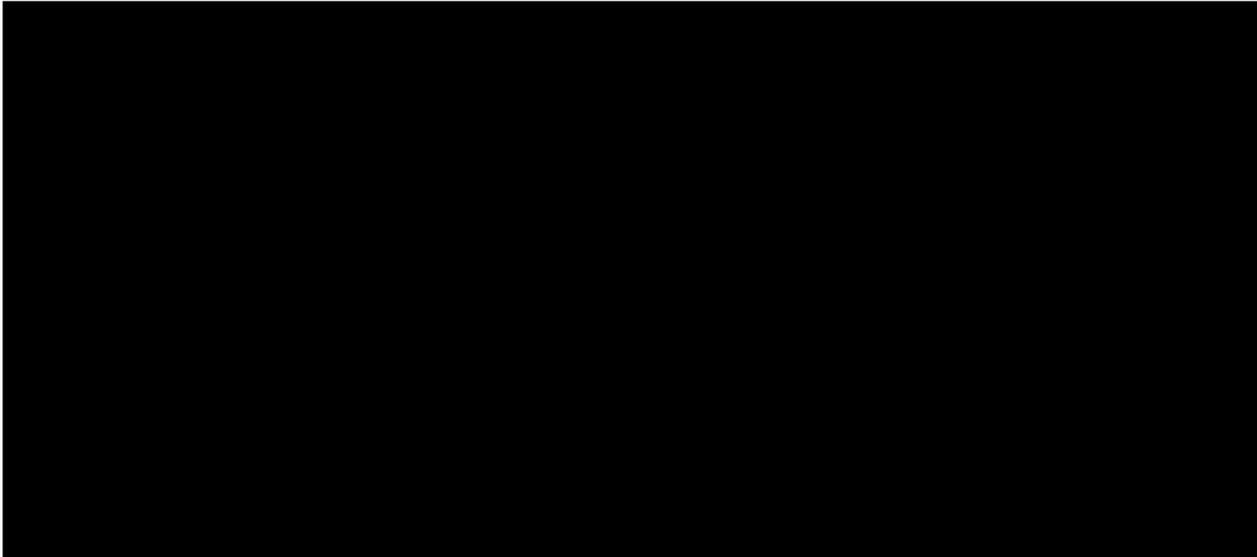
Schedule of Estimated Maximum Annual Assessment Installments:

The schedule of the estimated maximum Annual Assessment Installments is based on the following assumptions:

1. SANBAG disburses the Maximum Disbursement Amount to Owner.

3. SANBAG disburses to Owner on the Estimated Disbursement Date.
- [REDACTED]



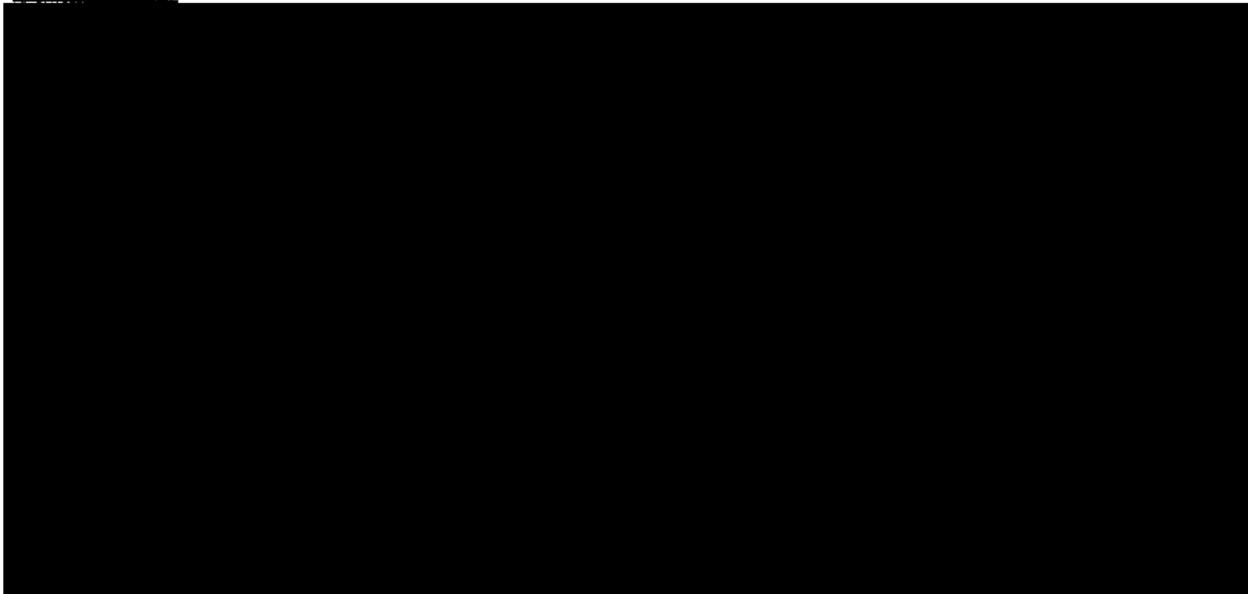


*The Estimated Initial Tax Year shown on preceding schedule is based upon the Estimated Disbursement Date. The actual Initial Tax Year will be based upon the actual Disbursement Date.

**** Subject to change

FOLLOWING THE DISBURSEMENT OF THE DISBURSEMENT AMOUNT, THE PROGRAM ADMINISTRATOR WILL ADJUST THE ASSESSMENT AND THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT INSTALLMENTS, IF NECESSARY, TO REFLECT THE ACTUAL ASSESSMENT BASED UPON THE ACTUAL DISBURSEMENT AMOUNT, THE ACTUAL DATE OF DISBURSEMENT AND THE ACTUAL AMOUNT OF INTEREST DUE AND PAYABLE BEFORE THE FIRST PAYMENT ADDED TO THE DISBURSEMENT AMOUNT. THE ACTUAL AMOUNT OF THE ASSESSMENT AND SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS SHALL BE SPECIFIED IN THE "PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED" TO BE RECORDED BY THE AUTHORITY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

Prepayment:



**San Bernardino Associated Governments Residential HERO Program
ASSESSMENT CONTRACT**

This Assessment Contract (this "Contract") is made and entered into as of this 11th day of July, 2014, by and between the San Bernardino Associated Governments, a joint exercise of powers authority ("SANBAG"), and the record owner(s), **Manzoor Massey** (the "Property Owner"), of the fee title to the real property identified on Exhibit A (the "Property").

RECITALS

WHEREAS, SANBAG is a joint exercise of powers authority the members of which include numerous cities in San Bernardino County and the County of San Bernardino; and

WHEREAS, SANBAG has established the HERO financing program (the "HERO Program") to allow the financing of certain renewable energy, energy efficiency and water efficiency improvements that are permanently fixed to real property (the "Authorized Improvements") through the levy of contractual assessments pursuant to Chapter 29 of Division 7 of the California Streets & Highways Code ("Chapter 29") and the issuance of improvement bonds under the Improvement Bond Act of 1915 (California Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid contractual assessments; and

WHEREAS, Chapter 29 provides that assessments may be levied under its provisions only with the free and willing consent of the owner of each lot or parcel on which an assessment is levied at the time the assessment is levied pursuant to a contract between the property owner and the public agency; and

WHEREAS, SANBAG has conducted the proceedings required by Chapter 29 with respect to the territory within the boundaries of the City or County identified in Exhibit A and which has elected to participate in the HERO Program (the "Participating Entity"); and

WHEREAS, the Property is located in the boundaries of the Participating Entity, and the Participating Entity has consented to (i) owners of property within its jurisdiction (the "Participating Property Owners") participating in the HERO Program and (ii) SANBAG conducting assessment proceedings under Chapter 29 and issuing bonds under the 1915 Act to finance the Authorized Improvements; and

WHEREAS, pursuant to Chapter 29, SANBAG and the Property Owner wish to enter into a contract pursuant to which the Property Owner would agree to pay an assessment in order to finance the installation on the Property of the Authorized Improvements described in Exhibit A (the "Improvements") and SANBAG would agree to provide financing, all on the terms set forth in this Contract;

NOW, THEREFORE, in consideration of the foregoing and the material covenants hereinafter contained, the Property Owner and SANBAG formally covenant, agree and bind themselves and their successors and assigns as follows:

AGREEMENT



Section 1. Purpose. The Property Owner and SANBAG are entering into this Contract for the purpose of financing the installation of the Improvements identified on Exhibit A on the Property. SANBAG will not finance installation of Improvements other than those listed on Exhibit A.

Section 2. The Property. This Contract relates to the real property identified on Exhibit A. The Property Owner has supplied to SANBAG current evidence of its ownership of fee title to the Property and possesses all legal authority necessary to execute this Contract on behalf of the Property Owner.

Section 3. Contract to Pay Assessment; Prepayment; Non-Completion Assessment

(a) **Payment of Assessment.** The Property Owner hereby freely and willingly agrees to pay the assessment set forth on Exhibit B (the "Assessment"). SANBAG will not provide financing in an amount in excess of the Assessment.

Except as otherwise set forth in this Contract, the Assessment will be paid in the installments set forth in Exhibit B.

Interest will accrue on the Assessment at the interest rate set forth on Exhibit B beginning on the date on which SANBAG issues bonds to finance the installation of the Improvements.

(b) **Administrative Expenses.** The Property Owner hereby acknowledges and agrees that SANBAG may add amounts to an annual installment of the Assessment in order to pay for the costs of collecting the Assessment (the "Additional Administrative Assessment").

(c) **Prepayment of the Assessment.** The Assessment may be prepaid, in whole or in part in increments of \$5,000, at any time upon the payment of (a) the whole or a portion of the unpaid principal component of the Assessment, (b) the accrued but unpaid interest component of the whole or applicable portion of the unpaid principal component of the Assessment through the prepayment date, and (c) a prepayment premium in the amount set forth on Exhibit B.

(d) **Absolute Obligation.** The Property Owner hereby agrees that the Assessment will not be subject to reduction, offset or credit of any kind in the event that the bond or bonds secured thereby are refunded or for any other reason.

Section 4. Collection of Assessment; Lien. The Assessment, the interest and penalties thereon as a result of a delinquency in the payment of any installment of the Assessment, and the Additional Administrative Assessment shall constitute a lien against the Property until they are paid and shall be collected and shall have the lien priority as set forth in Chapter 29.

The Property Owner acknowledges that if any Assessment installment is not paid when due, SANBAG has the right to have such delinquent Assessment installment and its associated penalties and interest stripped off the secured property tax roll and immediately enforced through a judicial foreclosure action that could result in a sale of the Property for the payment of the delinquent installments, associated penalties and interest, and all costs of suit, including attorneys' fees. The Property Owner acknowledges that, if bonds are sold to finance the Improvements, SANBAG may obligate itself, through a covenant with the owners of such bonds, to exercise its judicial foreclosure rights with respect to delinquent Assessment installments under circumstances specified in such covenant.



Section 5. Financing of the Improvements.

(a) **Contract to Finance Improvements.** SANBAG hereby agrees to use the Assessment, together with the Additional Administrative Assessment, to finance the Improvements, including the payment of SANBAG's reasonable costs of administering the HERO Program, subject to the Property Owner's compliance with the conditions for such financing established by SANBAG.

(b) **Assessment Installments.** The Property Owner agrees to the issuance of bonds by SANBAG to finance the installation of the Improvements. The interest rate used to calculate the Assessment installments set forth on Exhibit B is identified on Exhibit B. If SANBAG determines in its reasonable discretion that the Assessment installments may be reduced because the applicable interest rate on the bonds issued to finance installation of the Improvements is lower than the interest rate specified in Exhibit B, or if the cost of the Improvements, as shown in a final invoice provided to SANBAG by the Property Owner, is less than the amount shown on Exhibit B, then, concurrently with the disbursement of funds to the Property Owner, SANBAG may provide the Property Owner with a schedule of annual Assessment installments that provides for annual installments that are less than those set forth in the attached Exhibit B.

Section 6. Term: Contract Runs with the Land: Subdivision.

(a) Except as otherwise set forth in this Contract, this Contract shall expire upon the final payment or prepayment of the Assessment.

(b) This Contract establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land pursuant to Civil Code Section 1462.

(c) In the event the Property is subdivided while the Assessment remains unpaid, the Assessment will be assigned to the newly-created parcel on which the Improvements are located. If the Improvements no longer exist, the Assessment will be assigned to each of the newly-created parcels on a per-acre basis, unless SANBAG, in its sole discretion, determines that the Assessment should be allocated in an alternate manner.

Section 7. Assessment and Lien. The Property Owner hereby authorizes and directs SANBAG to cause to be recorded in the office of the County Recorder the various notices and other documents required by Chapter 29 and other applicable laws to be recorded against the Property.

Section 8. Notice. To the extent required by applicable law, the Property Owner hereby agrees to provide written notice to any subsequent purchaser of the Property, including any subdivision of the Property, of the obligation to pay the Assessment pursuant to this Contract.

Section 9. Waivers, Acknowledgment and Contract. Because this Contract reflects the Property Owner's free and willing consent to pay the Assessment following a noticed public hearing, the Property Owner hereby waives any otherwise applicable requirements of Article XIIID of the California Constitution or any other provision of California law for an engineer's report, notice, public hearing, protest or ballot.

The Property Owner hereby waives its right to repeal the Assessment by initiative or any other action, or to file any lawsuit or other proceeding to challenge the Assessment or any aspect of



the proceedings of SANBAG undertaken in connection with the HERO Program. The Property Owner hereby agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner hereby acknowledges that the Property will be responsible for payment of the Assessment regardless of whether the Improvements are properly installed, operated or maintained as expected.

The Property Owner hereby agrees that SANBAG is entering into this Contract solely for the purpose of assisting the Property Owner with the financing of the installation of the Improvements, and that SANBAG and the Participating Entity have no responsibility of any kind for, and shall have no liability arising out of, the installation, operation, financing, refinancing or maintenance of the Improvements. Based upon the foregoing, the Property Owner hereby waives the right to recover from and fully and irrevocably releases SANBAG, the Participating Entity and any and all agents, employees, attorneys, representatives and successors and assigns of SANBAG and the Participating Entity from any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), relating to the subject matter of this Contract that the Property Owner may now have or hereafter acquire against SANBAG, the Participating Entity and any and all agents, employees, attorneys, representatives and successors and assigns of SANBAG or the Participating Entity.

To the extent that the foregoing waivers and agreements are subject to Section 1542 of the California Civil Code or similar provisions of other applicable law, it is the intention of the Property Owner that the foregoing waivers and agreements will be effective as a bar to any and all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees), of whatever character, nature and kind, known or unknown, suspected or unsuspected, and Property Owner agrees to waive any and all rights and benefits conferred upon the Property Owner by the provisions of Section 1542 of the California Civil Code or similar provisions of applicable law. Section 1542 reads as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

By initialing below, the Property Owner agrees to waive the provisions of Section 1542 in connection with the matters that are the subject of the foregoing waivers and releases.



Manzoor Massey Initials: _____	Property Owner 2 Initials: _____
Property Owner 3 Initials: _____	Property Owner 4 Initials: _____

The waivers, releases and agreements set forth in this Section 9 shall survive termination of this Contract.

Section 10. Indemnification. The Property Owner agrees to indemnify, defend, protect, and hold harmless SANBAG, the Participating Entity and any and all agents, employees, attorneys, representatives and successors and assigns of SANBAG or the Participating Entity, from and against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) and any demands of any nature whatsoever related directly or indirectly to, or arising out of or in connection with (i) the Property Owner's participation in the HERO Program, (ii) the Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to the subject matter of this Contract, regardless of whether such losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and reasonable attorney's fees) accrue before or after the date of this Contract.

The provisions of this Section 10 shall survive the termination of this Contract.

Section 11. Right to Inspect Property. The Property Owner hereby grants SANBAG, its agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further hereby grants SANBAG, its agents and representatives the right to examine and copy any documentation relating to the Improvements.

Section 12. Carbon Credits. The Property Owner hereby agrees that any carbon credits attributable to the Improvements shall be owned by the HERO Program.

Section 13. HERO Program Application. The Property Owner hereby represents and warrants to SANBAG that the information set forth in the HERO Program Application submitted to SANBAG in connection with its request for financing is true and correct as of the date hereof, and that the representations set forth in the HERO Program Application with respect to the Property and the Property Owner are true and correct as of the date hereof as if made on the date hereof.

Section 14. Amendment. Except as set forth in Section 5(b), this Contract may be modified only by the written agreement of SANBAG and the Property Owner.

Section 15. Binding Effect; Assignment. This Contract inures to the benefit of and is binding upon SANBAG, the Property Owner and their respective successors and assigns. SANBAG has the right to assign any or all of its rights and obligations under this Contract without the consent of the Property Owner. The obligation to pay the Assessment set forth in this Contract is an obligation of the Property and no agreement or action of the Property Owner will be competent to impair in any way SANBAG's rights, including, but not limited to, the right to pursue judicial



foreclosure of the Assessment lien or the right to enforce the collection of the Assessment or any installment thereof against the Property.

Section 16. Exhibits. Exhibits A and B attached to this Contract are incorporated into this Contract by this reference as if set forth in their entirety in this Contract.

Section 17. Severability. If any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Contract.

Section 18. Corrective Instruments. SANBAG and the Property Owner agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Contract.

Section 19. Governing Law: Venue. This Contract is governed by and construed in accordance with the laws of the State of California. Any legal action brought under this Contract must be instituted in the Superior Court of the County of San Bernardino, State of California; provided, however, actions to foreclose delinquent installments of the Assessment will be instituted in the superior court of the County.

Section 20. Counterparts. This Contract may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

Section 21. Monitoring and Recording of Telephone Calls. The Program may monitor and/or record telephone calls for security and customer service purposes. By agreeing to this Assessment Contract the Property Owner agrees to have their telephone calls with the Programs recorded.

Section 22. Contract Documents. Property Owner understands and acknowledges that the entire agreement between Property Owner and SANBAG includes each and every document specified in the List of Documents contained in Exhibit B to this Contract (together, the "Contract Documents").

By executing this Contract Property Owner acknowledges and agrees that:

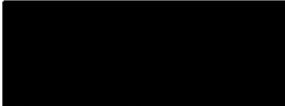
- a. Property Owner has had sufficient time to review and has reviewed each of the Contract Documents and has had the opportunity to ask any questions to SANBAG that Property Owner may have regarding such Contract Documents.
- b. Property Owner has reviewed, understands and agrees to each and every additional requirement and term contained in Appendix B to the HERO Residential Program Handbook (the "Handbook").
- c. Property Owner has reviewed, understands, agrees to and affirms each and every representation and warranty contained in the Property Owners application and the Handbook.

Prior to executing this Assessment Contract I have read and understand (a) the Property Owners Acknowledgments and Disclosures contained in the (a) Application, (b) this Assessment Contract, (c) the Privacy Notice and (d) the Program Handbook.



Owner(s) must execute and return this Contract to SANBAG at the address set forth in the "Notice Information" section of Exhibit A hereto so that it is received by SANBAG not later than 07/21/2014. If the Property Owner(s) fail to return the signed Assessment Contract to SANBAG by the indicated date the Program reserves the right to require Property Owner(s) to enter into a new Contract. All signatures of the Owner(s) must be notarized by a duly licensed notary unless all Owner(s) have previously successfully completed the identity verification process approved by SANBAG.

IN WITNESS WHEREOF, SANBAG and the Property Owner have caused this Contract to be executed in their respective names by their duly authorized representatives, all as of the Effective Date. The "Effective Date" is defined as the last date entered with the signatures of the parties below.

Owner 1:	
	
Manzoor Massey, Signature	
Date: <u>7/11/2014</u>	Identity Verification Code:
Month/Day/Year	ID Verification Complete

SANBAG: Executive Director and/or his or her designee:	
Hilda Flores	
Name (Please Print)	
	7/12/2014
SANBAG Signature	Date of Execution by SANBAG



EXHIBIT A

DESCRIPTION OF PROPERTY, DESCRIPTION OF THE PRODUCTS, AND NOTICE INFORMATION

Description of Property:

Property Owner(s) Name(s): **Manzoor Massey**

Property Address: [REDACTED]

APN: [REDACTED]

Participating Entity: **SANBAG**

Description of Products:

The Products include the following:

PRODUCT #1	
Product Category Type:	Solar Photovoltaic Systems - Solar Panel
HERO Product ID:	11015073
Panel Manufacturer:	Hyundai Heavy Industries
Panel Model Number:	HIS-M250MG
Panel Model Description:	Polycrystalline Module
Wattage per Panel:	250
Number of Panels:	29
Mounting Type:	Roof-Mount
PRODUCT #2	
Product Category Type:	Solar Photovoltaic Systems - Solar Inverter
HERO Product ID:	11024924
Inverter Manufacturer:	Enphase Energy
Inverter Model Number:	M215-60-2LL-S2X
Inverter Model Description:	215 W, 208 or 240Vac inverter, S2x are connector types
Power Rating (Watts):	215
Weighted Efficiency:	96
Micro-Inverter:	Micro-Inverter
Number of Inverters:	29

Or similar energy efficient product which is allowed under the Program Guide.

Notice Information

San Bernardino Associated Governments



Massey, Manzoor
[REDACTED]

Attn: SANBAG HERO Program Manager
1170 W. 3rd St 2nd Floor
San Bernardino, CA 92410

Manzoor Massey
[REDACTED]





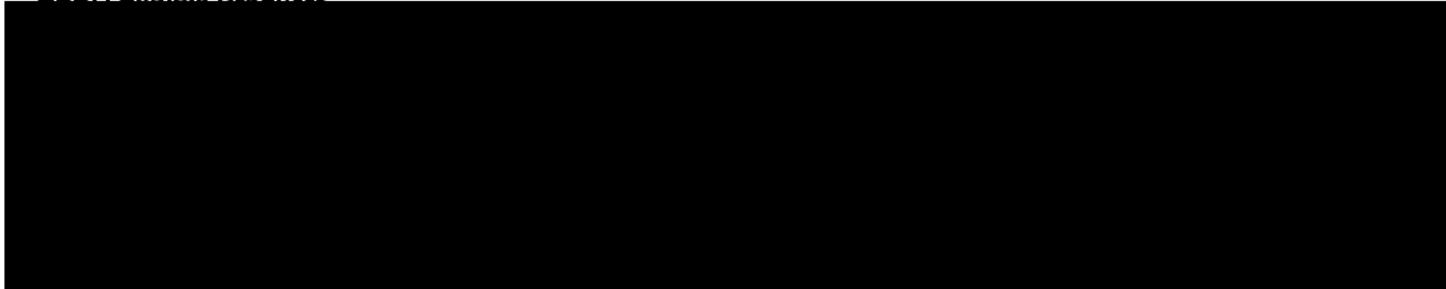
HERO Financing™ Summary

P: (855) HERO-411 F: (858) 385-0379 E: sanbag@heroprogram.com

A: 1170 W. 3rd St 2nd Floor
San Bernardino, CA 92410

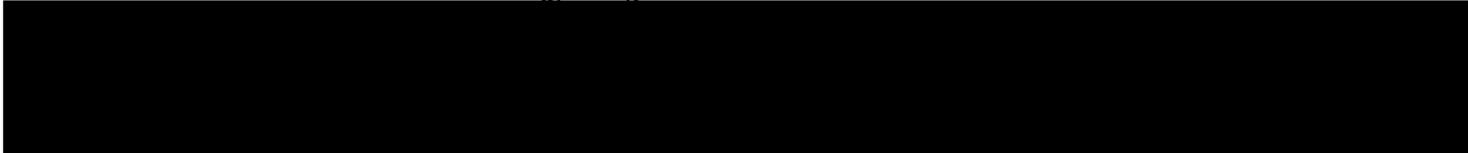
Date: [Redacted]
Property Owner(s): **Manzoor Massey**
Property Address: [Redacted]
HERO ID: [Redacted]
Application Date: [Redacted]
Expiration Date: [Redacted]

HERO Eligible Products



Financing Summary

Your payments will be added to your property tax bill for 15 years. If your project funds on or before June 30th of 2015, your first payment will be included on your November 2015 tax bill. If your project funds after June 30th of 2015, your first payment will be included on your November 2016 tax bill. The following terms are estimates and are subject to change upon completion of work. This summary does not include tax deductions or energy savings.



Acknowledgement of Receipt

I hereby acknowledge reading and receiving a copy of this HERO Financing Summary:

[Redacted]	7/11/2014		
Manzoor Massey	Date	Property Owner 2	Date
Property Owner 3	Date	Property Owner 4	Date



I, the undersigned, certify that upon project completion, the HERO Financing Program is directed to pay Kilowatt Systems, LLC the Total Assigned Financing Amount herein.

Contractor Signature _____

Date _____

Printed Name _____

Property Owner

I, the undersigned, certify that upon project completion, the HERO Financing Program is directed to pay Kilowatt Systems, LLC the Total Assigned Financing Amount herein.



Wanzoor Massey

7/30/14
Date

Property Owner 2

Date

Property Owner 3

Date

Property Owner 4

Date

EXHIBIT B

**LIST OF CONTRACT DOCUMENTS, DISBURSEMENT, AND
SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL,
INTEREST AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

List of Contract Documents:

The Contract shall consist of the following documents:

- This Contract and the exhibits hereto;
- The Application;
- The Right to Cancel;
- The Completion Certificate;
- The Assessment Cost and Payment Summary;
- The Notice of Assessment;
- The Payment of Contractual Assessment Required;
- The SANBAG HERO Residential Program Handbook, Version 1.1, dated June 2014;
- The HERO Program website located at <https://www.heroprogram.com>.

Disbursement:



The Estimated Disbursement Date will be no later than October 29, 2014, which date is used in the table below.

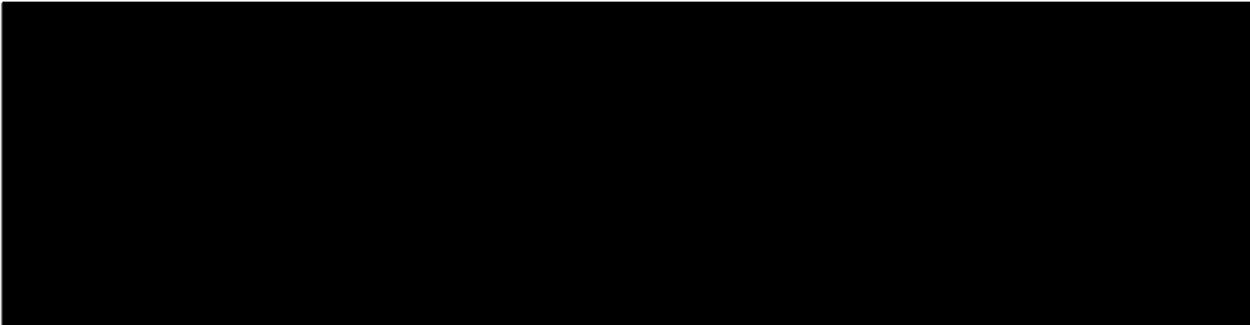
Schedule of Estimated Maximum Annual Assessment Instalments:

The schedule of the estimated maximum Annual Assessment Instalments is based on the following assumptions:

1. SANBAG disburses the Maximum Disbursement Amount to Owner.



3. SANBAG disburses to Owner on the Estimated Disbursement Date.





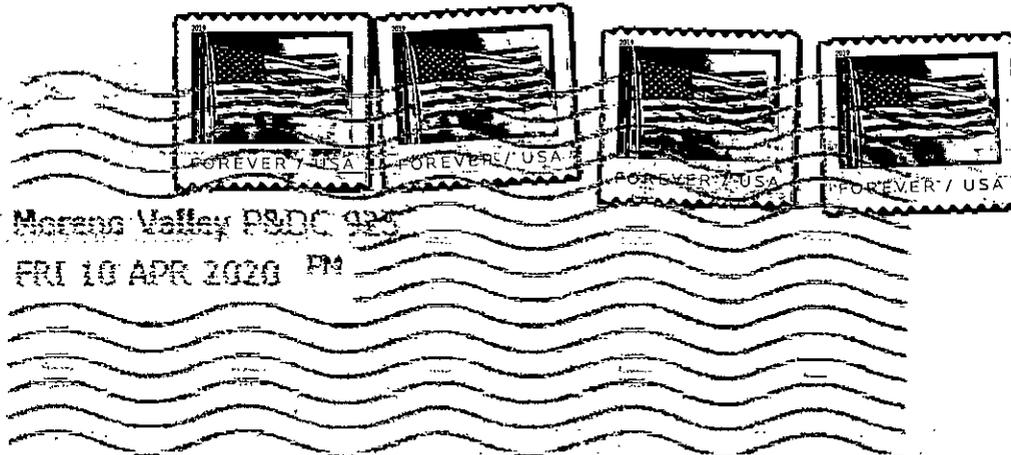
*The Estimated Initial Tax Year shown on preceding schedule is based upon the Estimated Disbursement Date. The actual Initial Tax Year will be based upon the actual Disbursement Date.

**** Subject to change

FOLLOWING THE DISBURSEMENT OF THE DISBURSEMENT AMOUNT, THE PROGRAM ADMINISTRATOR WILL ADJUST THE ASSESSMENT AND THE ESTIMATED MAXIMUM ANNUAL ASSESSMENT INSTALLMENTS, IF NECESSARY, TO REFLECT THE ACTUAL ASSESSMENT BASED UPON THE ACTUAL DISBURSEMENT AMOUNT, THE ACTUAL DATE OF DISBURSEMENT AND THE ACTUAL AMOUNT OF INTEREST DUE AND PAYABLE BEFORE THE FIRST PAYMENT ADDED TO THE DISBURSEMENT AMOUNT. THE ACTUAL AMOUNT OF THE ASSESSMENT AND SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS SHALL BE SPECIFIED IN THE "PAYMENT OF CONTRACTUAL ASSESSMENT REQUIRED" TO BE RECORDED BY THE AUTHORITY IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SAN BERNARDINO.

Prepayment:





Renovate America Settlement Administrator
P. O, Box 4234
Portland, OR 97208-4234

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APR 17 2020

LEGAL SERVICES

Renovate America Finance Cases CA4975



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Route to: Vault

*Route to: _____



HERO Final Payment Summary

P: 855-HERO-411 (855-437-6411)

E: info@heroprogram.com

A: 15073 Avenue of Science San Diego, CA 92128

Date: [REDACTED] HERO ID: [REDACTED]
 Property Owner(s): Susan Hernandez, Michael De la Cruz Application Date: [REDACTED]
 Property Address: [REDACTED] Funded Date: [REDACTED]

FINAL PAYMENT SUMMARY

Project financing complete on 09/21/2016¹

Thank you for choosing the HERO Program to finance your home upgrades. Everyday HERO is working to help property owners in your community to make their homes more energy efficient and reduce water usage. We hope you are enjoying the benefits of the products that you installed. Please review the estimated financing and payment information below which is calculated on the funding date for your project.

HERO Products Installed

HERO Products Installed	
1	High-Efficiency Water Heating - Gas Tankless Water Heater
2	Indoor Water Efficiency - High-Efficiency Toilet Fixtures
3	Indoor Water Efficiency - Hot Water Delivery System

1. All final amounts for your HERO project were calculated using the date that the project financing was complete: 09/21/2016.
2. Program costs to provide financing for your improvement. These costs include municipal bond issuance costs and the cost of processing your paperwork. It also includes the fees paid to the county to record and process the financing documents.
3. This is the interest accrued from your project completion date and your first HERO payment.

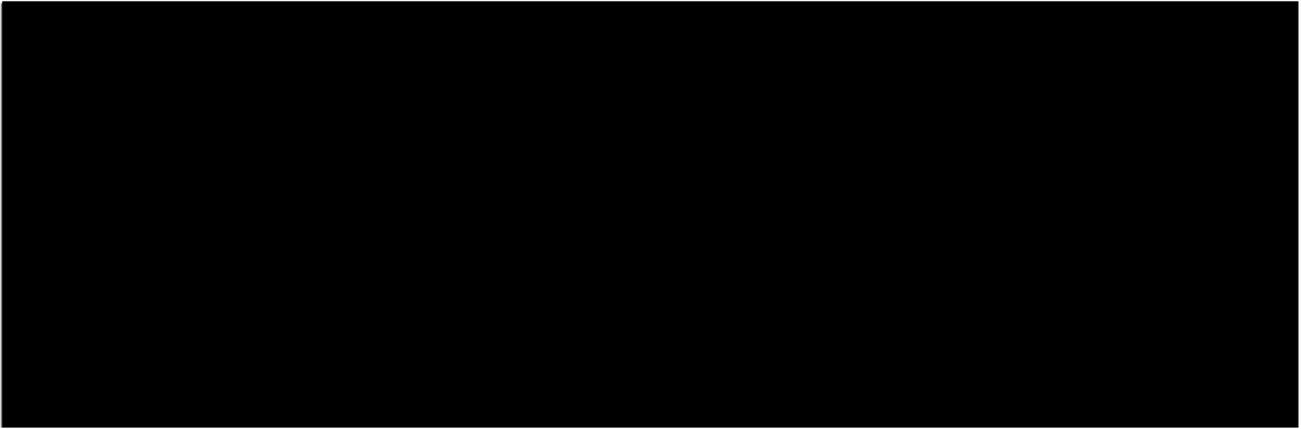
Property Tax Bill Payment Summary

[REDACTED]

HERO is here to help at every stage of the process! If you have questions regarding how to save for your first HERO payment, HERO assessments and real estate transactions, or any other HERO related questions, please call at 855-HERO-411 (855-437-6411)

[REDACTED]

Payment Schedule



**Subject to change

Michael DeLaluz



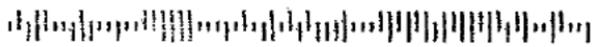
SANTA ANA CA 926

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Portland, OR 97208-4234

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OBJECTION FORM

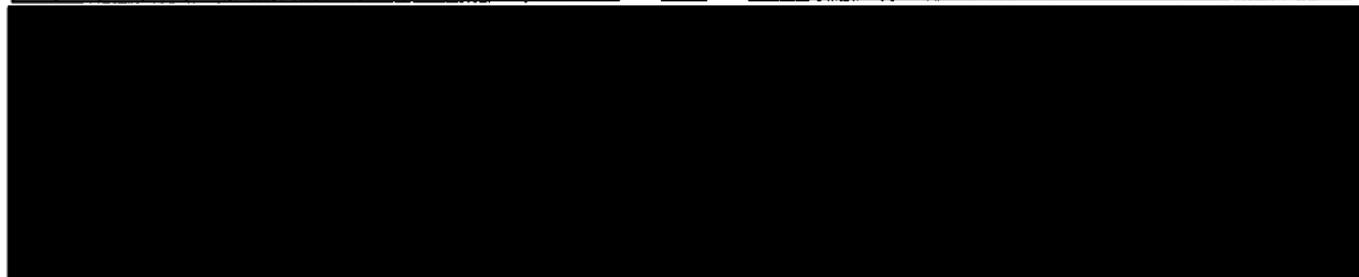
Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than **June 8, 2020**. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name:										MI:	Last Name:												
N	O	R	M	A	N					J	H	A	U	S	S	M	A	N	N				



I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

I find it appalling that the attorneys are receiving 33% of the \$2,550,000.00 Renovate has agreed to provide plus expenses not to exceed \$80,000.00.

And I, the victim gets approximately \$20.00 or 0.0000078% plus NO expenses.

That's pittance and a slap in the face considering I took out a loan for approximately \$25,000.00.

As is the case whenever attorneys are involved, they are the only ones who make money!

Reduce the attorneys fee to no more than 20% and expenses not to exceed \$40,000.00. Perhaps then I may receive \$3.00 to \$5.00 more. Lets not keep the attorneys in the top 1%. Please provide copies of any documents that you wish to submit in support of your position.

Dated:

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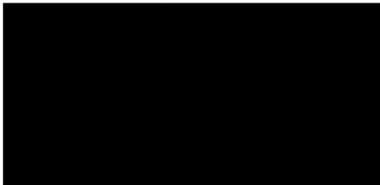
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MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

Norman J. Haussmann



April 11, 2020

Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

Re: Change of Address & Objection Form

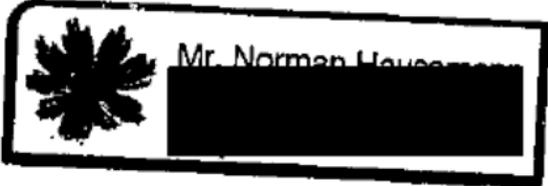
TWO THINGS:

- 1) My address has changed from  to the address above on this letter; and,
- 2) Attached is my Objection Form to the settlement.

Sincerely,

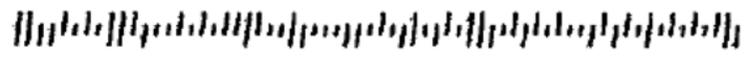


Norman J. Haussmann



RENOVATE AMERICA SETTLEMENT ADMINISTRATOR
P.O. BOX 4234
PORTLAND, OR 97208-4234

97208-423434



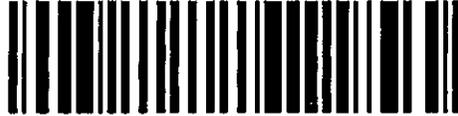
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APR 16 2020

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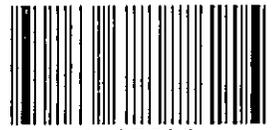
Renovate America Finance Cases CA4975

Objection #



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Route to: Vault

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OBJECTION FORM

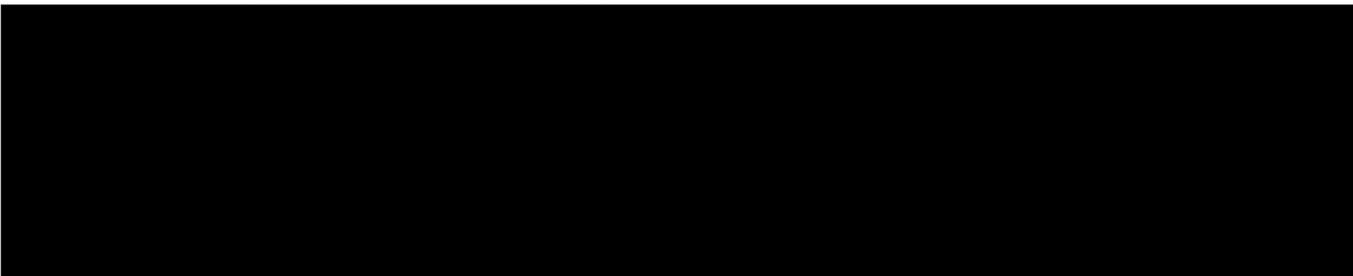
Pursuant to paragraph 3.08 of the Settlement Agreement in this Action, any Class Member who wishes to object to the proposed Settlement must submit the written objection to the Settlement Administrator, Epiq Class Action & Mass Tort, using the Objection Form below, so that it is postmarked no later than June 8, 2020. If the settlement is approved by the Court, despite your objection, you will still receive a payment mailed to you.

OBJECTION TO CLASS ACTION SETTLEMENT

Renovate America Finance Cases
Riverside County Superior Court, case number RICJCCP4940

NOTE: DO NOT FILL OUT OR SEND THIS FORM UNLESS YOU OBJECT TO THE TERMS AND/OR CONDITIONS OF THE PROPOSED SETTLEMENT.

Class Member's First Name: PATRICIA MI: G Last Name: GAIPA

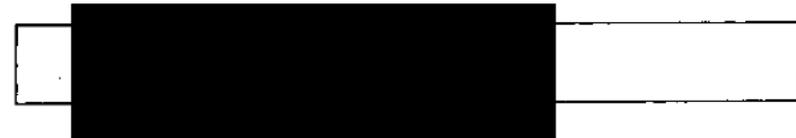


I received notice of a settlement and I object to the class action settlement in the above-entitled case. The reasons for my objection are as follows (attach additional sheets if more space is required).

too low not worth the time and paper
The interest rate is usury.
This program has ripped off the low income population
of Riverside.

Please provide copies of any documents that you wish to submit in support of your position.

Dated: 04 - 12 - 2020
MM DD YYYY



Mail this form to: Renovate America Settlement Administrator
P.O. Box 4234
Portland, OR 97208-4234

P.G. Gaipa



SN BERNARDINO CA 924

13 APR 2020 PM 7 L

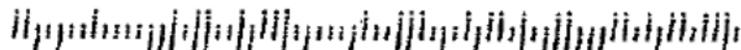


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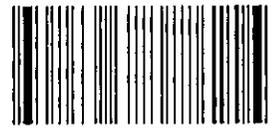
Renovate America Finance Cases CA4975



Objection #

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Stephen Landgraf

SANTA CLARITA CA



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97208-423434





Rev 09-2017

Skip the mailbox.

Switch to paperless statements and securely access your statements online and in our mobile app.

Thank you for your business.

