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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
SACRAMENTO DIVISION**

EUGENIO AND ROSA CONTRERAS,
WILLIAM PHILLIPS, TERESA BARNEY,
KEITH AND TERESA MARCEL, SHERLIE
CHARLOT, and JENNIE MILLER, on behalf
of themselves and all others similarly situated,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC, a
Delaware Limited Liability Company;
SOLUTIONSTAR HOLDINGS LLC (N/K/A
XOME HOLDINGS LLC), a Delaware
Limited Liability Company; and
SOLUTIONSTAR FIELD SERVICES LLC, a
Delaware Limited Liability Company,

Defendants.

No. 2:16-cv-00302-MCE-EFB

**ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Upon review and consideration of Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement, including the parties' Settlement Agreement and Release (the "Settlement Agreement") and all exhibits thereto, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise

1 indicated, capitalized terms in this Order shall have the meanings attributed to them in the
2 Settlement Agreement.

3 2. The Court has conducted an evaluation of the settlement set forth in the Settlement
4 Agreement for fairness, adequacy, and reasonableness. Based on this preliminary evaluation, the
5 Court finds that the Settlement Agreement meets all applicable requirements of Fed. R. Civ. P.
6 23(e) for settlement purposes only. The Court further finds that: (i) there is good cause to believe
7 that the settlement is fair, reasonable, and adequate, (ii) the Class Representatives and Class
8 Counsel have adequately represented the Classes; (iii) the Settlement Agreement has been
9 negotiated at arm's length between experienced attorneys familiar with the legal and factual issues
10 of this case and was reached with the assistance of Hon. William J. Cahill (Ret.) of JAMS, (iv) the
11 relief provided for the Settlement Classes is adequate; and (v) the Settlement Agreement warrants
12 notice of its material terms to the Settlement Class Members for their consideration and reaction.
13 Therefore, the Court grants preliminary approval of the Settlement Agreement.

14 3. The Court finds that it will likely be able to certify the Settlement Classes for
15 purposes of settlement only after the Final Approval Hearing. The Court preliminarily finds that
16 the class action prerequisites of Fed. R. Civ. P. 23(a) have been satisfied. Specifically, the Court
17 preliminarily finds that: (i) the Settlement Class is so numerous that joinder would be impractical,
18 (ii) common questions of law and fact exist as to the class, (iii) the claims or defenses of the
19 representative parties, Named Plaintiffs Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie
20 Miller, are typical of the claims or defenses of the class, (iv) Named Plaintiffs and Class Counsel
21 will fairly and adequately protect the interests of the class, (v) common questions of law and fact
22 predominate over questions affecting only individual members of the Settlement Class, and (vi)
23 resolution of the claims in this Litigation by way of a settlement is superior to other available
24 methods for the fair and efficient resolution of the claims of the Settlement Class. Accordingly, the
25 Court preliminarily finds that it will likely be able to certify the Settlement Classes, which are
26 defined in the Settlement Agreement as follows:

27 (1) California Class: all residents of California, who, from February 1, 2012 to February
28 14, 2022, made a payment to Nationstar on a residential mortgage loan over the phone or online

1 that included a Convenience Fee at Issue charged by Nationstar for using the phone or internet;

2 (2) Florida Class: all residents of Florida, who, from February 1, 2012 to February 14,
3 2022, made a payment to Nationstar on a residential mortgage loan over the phone or online that
4 included a Convenience Fee at Issue charged by Nationstar for using the phone or internet; and

5 (3) Illinois Class: all residents of Illinois, who, from February 1, 2013 to February 14,
6 2022, made a payment to Nationstar on a residential mortgage loan over the phone or online that
7 included a Convenience Fee at Issue charged by Nationstar for using the phone or internet.

8 Excluded from the Settlement Classes are (i) individuals who are or were officers or
9 directors of the Defendants or any of their respective affiliates; (ii) any justice, judge, or
10 magistrate judge of the United States; (iii) all individuals who file a timely and proper request to
11 be excluded from the Settlement Class.

12 4. For settlement purposes only, the Court hereby preliminarily approves the
13 appointment of Named Plaintiffs Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller
14 as representatives of the Settlement Class.

15 5. For settlement purposes only, the Court hereby preliminarily approves the
16 appointment of the following attorneys as Class Counsel: Keller Rohrback L.L.P. and Hagens
17 Berman Sobol Shapiro LLP.

18 6. A hearing regarding final approval of the Settlement (“Final Approval Hearing”)
19 will be held at 2:00 p.m. on November 10, 2022 in courtroom 7 of the United States District Court
20 for the Eastern District of California, to determine, among other things whether (i) final approval
21 of the Settlement Agreement should be granted and (ii) Class Counsel’s application for attorneys’
22 fees and expenses and a Service Award to the Named Plaintiffs should be granted. No later than
23 September 6, 2022, Plaintiffs must file their papers in support of final approval of the Settlement
24 and Class Counsel’s application for attorneys’ fees and expenses. No later than November 3, 2022,
25 Plaintiffs must file their reply papers in support of final approval of the Settlement Agreement and
26 in response to any objections.

27 7. The Court approves the Class Notice in the Settlement Agreement, including the
28 manner and content of the Email Notice, Postcard Notice, and Long-Form Notice attached as

1 Exhibits 3–5 to the Joint Declaration of Laura R. Gerber and Thomas E. Loeser in Support of
2 Plaintiffs’ Unopposed Motion for Preliminary Approval of Class Action Settlement and the
3 creation of the Settlement Website, as more fully described in the Settlement Agreement. The
4 Court finds that this is the best practicable Class Notice under the circumstances and is reasonably
5 calculated, under all the circumstances, to apprise the Settlement Class Members of the pendency
6 of this Litigation, the terms of the Settlement Agreement, and their right to object to the
7 Settlement Agreement or exclude themselves from the Settlement Classes. The Court further finds
8 that the forms of Class Notice in the Settlement Agreement are reasonable, constitute due,
9 adequate, and sufficient notice to all persons entitled to receive notice, and meet the requirements
10 of due process and Fed. R. Civ. P. 23. The Email Notice shall be transmitted no later than 15 days
11 after entry of this Order, and Postcard Notice shall be transmitted no later than 30 days after entry
12 of this Order.

13 8. Pursuant to the Settlement Agreement, Class Counsel has selected AB Data, Ltd. as
14 Settlement Administrator to perform all of the duties of the Settlement Administrator as set forth
15 in the Settlement Agreement and this Order. The Settlement Administrator shall use the data
16 regarding the Settlement Class members solely for the purposes of meeting its obligations as
17 Settlement Administrator and for no other purpose.

18 9. Any Settlement Class Member who wishes to be excluded from the Settlement
19 Class must send a written Request for Exclusion to the Settlement Administrator by first-class
20 mail, postage prepaid, to the address provided in the Class Notice and Settlement Website. Any
21 such Request for Exclusion must be postmarked no later than forty-five days (45) days after the
22 Class Notice is sent, which shall be no later than ninety (90) days after the entry of this Order. To
23 be valid, the Request for Exclusion must: (a) identify the case name; (b) identify the name and
24 address of the Settlement Class Member; (c) be personally signed by the Settlement Class Member
25 requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the
26 Settlement Class in the Litigation, such as “I hereby request that I be excluded from the proposed
27 Settlement Class in the Class Action.” Mass or class opt outs shall not be allowed. If the proposed
28 settlement is approved, any Settlement Class Member who has not submitted a timely-written

1 Request for Exclusion from the Class shall be bound by all subsequent proceedings, orders, and
2 judgments in this Litigation, even if he or she has pending, or subsequently initiates, litigation
3 against Defendants relating to any of the Released Claims to Settlement Agreement.

4 10. Any Settlement Class Member who has not filed a timely-written Request for
5 Exclusion, and who complies with the requirements of this Paragraph, may comment in support of
6 or in opposition to any aspect of the proposed settlement, either on his or her own, or through an
7 attorney hired at their expense. Any papers submitted in support of said objection shall be
8 considered by the Court at the Final Approval Hearing, only if the Person making an objection
9 shall, on or before the Objection Deadline approved by the Court and specified in the Notice, file
10 notice of their intention to do so and at the same time (a) file copies of such papers they propose to
11 submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers
12 through the Court's CM/ECF system if the objection is from a Settlement Class Member
13 represented by counsel, who must also file an appearance, and (c) send copies of such papers via
14 mail, hand, or overnight delivery service to both Class Counsel and Defense Counsel.

15
16 All Notices to Class Counsel shall be sent to Class Counsel, c/o:

17 Laura R. Gerber
18 KELLER ROHRBACK L.L.P.
19 1201 Third Avenue, Suite 3200
20 Seattle, WA 98101-3052
21 (206) 623-1900
22 Fax (206) 623-3384

23 and

24 Thomas E. Loeser
25 HAGENS BERMAN SOBOL SHAPIRO LLP
26 1301 Second Avenue, Suite 2000
27 Seattle, WA 98101
28 (206) 623-7292
 Fax (206) 623-0594

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2 All Notices to Defendants shall be sent to Defendants' Counsel, c/o:

3 Mark D. Lonergan
4 Mary Kate Sullivan
5 Severson & Werson, A Professional Corporation
6 One Embarcadero Center, Suite 2600
7 San Francisco, CA 94111
8 (415) 398-3344
9 Fax (415) 956-0439

10 11. Any Settlement Class Member who intends to object to this Settlement Agreement
11 must include in the objection the following information: (1) the objecting Settlement Class
12 Member's full name, current address, and telephone number; (2) the last four digits of their loan
13 number; (3) a statement of the position the objector wishes to assert, including whether they are
14 objecting to the proposed Settlement or the application for attorneys' fees and expenses in this
15 Action; (4) a statement of the factual and legal reasons for the objection and whether it applies
16 only to the objector, to a subset of the Settlement Class, or the entire Settlement Class; (5) the
17 identity of any witnesses that the objector may call in connection with their objection and a
18 summary of their testimony; (6) a list of all prior settlements to which the objector has objected;
19 (7) the name(s) and contact information of any lawyer(s) representing, advising, or in any way
20 assisting the objector with the objection; (8) copies of all documents that the objector wishes to
21 submit in support of their position; and (9) the objector's signature. In addition, if the Settlement
22 Class Member intends to appear at the Final Approval Hearing they must include a statement to
23 that effect.

24 12. Any Settlement Class Member who fails to timely file a written objection with the
25 Court and provide notice of their intent to appear at the Final Approval Hearing in accordance
26 with the terms of this Order and as detailed in the Class Notice, and at the same time provide
27 copies to designated counsel for the Parties, shall not be permitted to object to this Settlement
28 Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this
29 Settlement Agreement by appeal or other means and shall be deemed to have waived their
30 objections and be forever barred from making any such objections in the Litigation or any other

1 action or proceeding.

2 13. If the Settlement is finally approved, all Settlement Class Members who have not
3 filed a timely and proper Request for Exclusion shall release the Released Persons from all
4 Released Claims, as described in Section 9 of the Settlement Agreement.

5 14. All Settlement Class Members who do not timely exclude themselves from the
6 Settlement Class are hereby barred from directly or indirectly (i) filing, commencing, prosecuting,
7 intervening in, or participating in (as class members or otherwise), any lawsuit in any jurisdiction
8 based on the claims and causes of action, or the facts and circumstances relating thereto, in this
9 Litigation and/or the Released Claims (as that term is defined in the Settlement Agreement); or (ii)
10 organizing any Settlement Class Members into a separate class for purposes of pursuing as a
11 purported class action lawsuit (including by seeking to amend a pending complaint to include
12 class allegations, or seeking class certification in a pending action) based on the claims and causes
13 of action, or the facts and circumstances relating thereto, in this Litigation and/or the Released
14 Claims.

15 15. This Order shall become null and void, and shall be without prejudice to the rights
16 of the Parties, all of whom shall be restored to their respective positions in the litigation existing as
17 of January 24, 2022, if (i) the proposed Settlement is not finally approved by the Court, or does
18 not become Final (as defined in the Settlement Agreement), pursuant to the terms of the
19 Settlement Agreement; or (ii) the Settlement Agreement is terminated pursuant to the terms of the
20 Settlement Agreement for any reason. In such event, and except as provided therein, the proposed
21 Settlement and Settlement Agreement shall become null and void and be of no further force and
22 effect; the certification of the Settlement Class for settlement purposes shall be automatically
23 vacated; neither the Settlement Agreement nor the Court's Orders, including this Order, shall be
24 used or referred to for any purpose whatsoever; and the Parties shall retain, without prejudice, any
25 and all objections, arguments, and defenses with respect to class certification.


26 16. This Order shall be of no force and effect if the Settlement does not become Final
27 and shall not be construed or used as an admission, concession, or declaration by or against
28 Defendants of any fault, wrongdoing, breach, or liability, or by or against Plaintiffs or the

1 Settlement Class Members that their claims lack merit or that the relief requested in the Complaint
2 in this Litigation is inappropriate, improper, or unavailable, or as a waiver by any party of any
3 defenses they may have.

4 17. The Court authorizes the Parties to take all necessary and appropriate steps to
5 implement the Settlement Agreement.

6 IT IS SO ORDERED.

7 Dated: July 8, 2022

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9 
10 MORRISON C. ENGLAND, JR.
11 SENIOR UNITED STATES DISTRICT JUDGE
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