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9 *Attorneys for Plaintiffs and the Proposed Settlement Classes*

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

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

15 Plaintiffs,

16 v.

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

21 Defendants.

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

**JOINT DECLARATION OF
LAURA R. GERBER AND
THOMAS E. LOESER IN SUPPORT
OF PLAINTIFFS' UNOPPOSED
MOTION FOR FINAL APPROVAL
OF SETTLEMENT AGREEMENT
AND CERTIFICATION OF
SETTLEMENT CLASS, AND
MOTION FOR ATTORNEYS' FEES,
REIMBURSEMENT OF EXPENSES,
AND SERVICE AWARDS**

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1 Laura R. Gerber and Thomas E. Loeser declare under penalty of perjury under the laws of the
2 United States of America:

3 1. I, Laura R. Gerber, am a partner in the law firm of Keller Rohrback L.L.P. (“Keller
4 Rohrback”), and a member in good standing of the Bar of the State of Washington. I am admitted
5 *pro hac vice* in this matter, and I am one of the lawyers who represents Named Plaintiffs and the
6 proposed Settlement Classes¹ in the above-captioned action. I have personal knowledge of the
7 matters stated herein and, if called upon, I could and would competently testify thereto. I submit this
8 Joint Declaration.
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10 2. I, Thomas E. Loeser, am a partner in the law firm of Hagens Berman Sobol Shapiro,
11 LLP (“Hagens Berman”). I am an attorney duly licensed to practice before all courts of the State of
12 California and am admitted to practice in this Court, and I am one of the lawyers who represents
13 Named Plaintiffs and the proposed Settlement Classes in the above-captioned action. I have personal
14 knowledge of the matters stated herein and, if called upon, I could and would competently testify
15 thereto. I submit this Joint Declaration.
16

17 3. Our firms litigated this putative class action on behalf of Named Plaintiffs over the
18 past nearly seven years, and supervised and directed every aspect of the prosecution and resolution of
19 this Litigation. Jointly, we have first-hand knowledge of all that has occurred in this lengthy
20 Litigation. We have both been deeply involved in the Litigation, and we don’t believe any other
21 lawyer at our respective firms has more familiarity with this Litigation than we do.
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¹ All capitalized terms used herein shall have the same meanings as set forth in the Settlement and Release Agreement (“Settlement” or “Settlement Agreement”), unless otherwise set forth herein. A copy of the Settlement Agreement is attached as **Exhibit 1** to this Joint Declaration in Support of Plaintiffs’ Unopposed Motion for Final Approval of Settlement Agreement and Certification of Settlement Class, and Motion for Attorneys Fees’, Reimbursement of Expenses, and Service Awards (“Joint Declaration”).

1 **A. Settlement Approval**

2 4. The Parties executed the Settlement on March 30, 2022. *See* Exhibit 1. The Settlement
3 was reached just over six years after the Litigation was filed on February 12, 2016. ECF No. 1.

4 5. The Parties and their counsel participated in two formal full-day mediations. On
5 October 10, 2019, they attended an all-day mediation before the Honorable Ronald M. Sabraw (Ret.)
6 at JAMS in San Jose, California. That mediation included several follow up conversations with the
7 mediator, but was ultimately unsuccessful.

8
9 6. The Parties returned to mediation on January 26, 2022 and attended a second in-
10 person mediation at JAMS in San Francisco, California before the Honorable William J. Cahill
11 (Ret.). Following contentious, arm's-length negotiations, the Parties reached a class action settlement
12 in principle on January 26, 2022. To prepare for the mediation, the Parties prepared and submitted
13 confidential mediation statements to the mediator and also shared versions of those statements with
14 each other. At the mediation, the Parties first negotiated resolution of certain individual inspection
15 fee claims of Named Plaintiffs. With Judge Cahill's assistance, the Parties were then able to
16 negotiate a cash settlement of \$8.6 million for all the remaining Named Plaintiffs' class Convenience
17 Fees At Issue against Nationstar and Solutionstar on behalf of Settlement Classes of borrowers in
18 California, Florida, and Illinois. To achieve resolution, the Parties accepted a mediator's proposal
19 that covered the claims of the three Settlement Classes, attorneys' fees and expenses, service awards,
20 and Settlement notice and administrative costs. The Litigation only settled following lengthy arm's-
21 length negotiations between the Parties in a process that was thorough, adversarial, and professional.
22
23 On January 28, 2022, the Parties notified the Court of the Settlement. Joint Status Report & Notice of
24 Settlement, ECF No. 147.

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26 7. Based on discovery and analysis, as well as information provided by Nationstar, the
27 Parties estimate that the three proposed Settlement Classes consist of approximately 375,000 class
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1 members who paid approximately \$38,000,000 in Convenience Fees during the respective Class
2 Periods. The Settlement amount of \$8.6 million provides for a recovery of approximately 22.4% of
3 the Convenience Fees charged to the Settlement Classes stemming from Nationstar's alleged
4 misconduct. The Settlement Agreement provides that the Settlement Fund is non-reversionary, and
5 Settlement Class Members will be compensated based upon the amount that they were charged for
6 Convenience Fees during the Class Periods. Additionally, by no later than February 14, 2022,
7 Nationstar ceased charging Convenience Fees to individuals with residential mortgage loans in
8 California, Florida, and Illinois when they make their mortgage payments online or over the
9 telephone.
10

11 8. We endorse the value and reasonableness of the proposed \$8.6 million Settlement.
12 While Class Counsel are very experienced in litigating these types of claims, and have every
13 confidence they would ultimately prevail, they cannot deny that in the wake of *Morandi v.*
14 *Nationstar Mortgage, LLC*, No. 2:19-cv-06334-MCS-MAA, 2021 WL 1398967, at *6 (C.D. Cal.
15 Apr. 6, 2021) and other decisions denying class certification when relying on borrower mortgage
16 contracts, that there is significant risk in further litigation. Continued litigation of this matter would
17 necessitate additional formal discovery and extensive motion practice. Additionally, trial preparation
18 would require great effort, both by the Parties, and the Court. The Settlement provides certain
19 benefits to Settlement Class Members now and eliminates that risk.
20

21 9. On April 15, 2022, the Parties filed a Stipulation to Dismiss Action in Part pursuant to
22 the individual settlement agreements. ECF No. 151. The stipulation dismisses the individual claims
23 of certain of Named Plaintiffs with prejudice but is without prejudice to such claims that absent
24 putative class members have or may have. On June 9, 2022, Plaintiff William Phillips filed a
25 Stipulation to Dismiss Action in Part pursuant to his individual settlement agreement. ECF No. 158.
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1 10. In our judgment, the prosecution of this case had been extensive at the time the case
2 settled. While there was discovery remaining to complete, the Parties had conducted substantial
3 discovery, and there had also been briefing on the merits in the motions to dismiss and also for the
4 opening and response briefs for class certification. As a result, we were able to judge the strengths
5 and weaknesses of the case.
6

7 11. It is our judgment that the proposed Settlement readily meets the Rule 23 “fair,
8 reasonable, and adequate” standard, and is in the best interests of the Settlement Classes. Fed. R. Civ.
9 P. 23(e)(2). Further the proposed distribution of the Settlement is equitable and fair because the
10 Settlement will be distributed in proportion to each Settlement Class Members’ actual Convenience
11 Fee payments during the relevant Class Periods.
12

13 12. After executing the Settlement Agreement, the Parties worked diligently to draft the
14 notices and Class Counsel selected the proposed Settlement Administrator, A.B. Data, Ltd.

15 13. Named Plaintiffs moved for preliminary approval of the Settlement they had reached
16 with Defendants on April 29, 2022. Pls.’ Notice of Mot. & Unopposed Mot. for Prelim. Approval of
17 Class Action Settlement, ECF No. 154. On July 8, 2022, the Court granted that motion, Order
18 Granting Preliminary Approval of Class Action Settlement, ECF No. 162, and the Order was entered
19 on July 11, 2022.
20

21 14. The Settlement Agreement was filed with the Court on April 29, 2022, and proper
22 notice pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, was given by
23 all Defendants by letter to the appropriate state officials on May 9, 2022. Attached as **Exhibit 2** is a
24 true and correct copy of a letter dated May 9, 2022, that defense counsel at Severson & Werson sent
25 to the appropriate state authorities pursuant to 28 U.S.C. § 1715(b).
26

27 15. Following preliminary approval, Named Plaintiffs worked with the Settlement
28 Administrator to execute the notice program, including finalizing the three forms of notice, the Long-

1 Form Notice, the Email Notice, and the Postcard Notice, along with the Settlement Website:
2 MortgageConvenienceFeeSettlement.com.

3 16. Attached as **Exhibit 3** is a true and correct copy of the Long-Form Notice. The Long-
4 Form Notice describes the material terms of the Settlement and the procedures that Settlement Class
5 Members must follow in order to object or opt-out of the Settlement.
6

7 17. Attached as **Exhibit 4** is a true and correct copy of the Email Notice.

8 18. Attached as **Exhibit 5** is a true and correct copy of the Postcard Notice.

9 19. Attached as **Exhibit 6** is a true and correct copy of a print-out of the Settlement
10 Website: MortgageConvenienceFeeSettlement.com.

11 20. The Parties' Settlement required Nationstar to provide email addresses, where
12 available, or direct mail addresses to Class Counsel and the Settlement Administrator. Nationstar
13 provided this information on July 15, 2022.
14

15 21. The notice program approved by the Court provides for electronic direct notice and,
16 where electronic notice is not possible or was returned, direct mail notice via a Postcard Notice sent
17 by first class mail. Settlement Agreement §§ 6.1.1, 6.1.2. The Settlement Administrator implemented
18 the notice program and also established and maintains a toll-free telephone number which Settlement
19 Class Members may call to obtain recorded information or request copies of the Long-Form Class
20 Notice, along with the Settlement Website: MortgageConvenienceFee Settlement.com. The
21 telephone number and Settlement Website were live on or before July 26, 2022.
22

23 22. Following implementation of the notice program, Class Counsel has received
24 inquiries from Class Members concerning the Settlement. Keller Rohrback's paralegal, Tizzy
25 Tiezazu, received a total of fourteen (14) inquiries: four (4) inquiries via telephone; and ten (10)
26 inquiries via electronic correspondence. Ms. Tiezazu responded to and logged contact information
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1 for each of the fourteen (14) inquiries and provided appropriate information and/or referrals to the
2 Settlement Administrator.

3 23. Class Counsel have not received any written objections or requests for exclusion from
4 Settlement Class Members.

5 24. In our opinion, the notice program and manner of providing Class Notice has been
6 effective and is the best notice practicable under the circumstances.
7

8 **B. Class Counsel's Litigation Efforts**

9 25. The two law firms representing Named Plaintiffs and the proposed Settlement Classes
10 in this Litigation—Keller Rohrback and Hagens Berman—are well-versed in class action litigation,
11 are among the leading litigators of consumer class actions on behalf of plaintiffs, possess specific
12 and extensive experience, and have in-depth knowledge of the unique legal and factual issues in this
13 Litigation. Attached hereto as **Exhibits 7 and 8**, are true and correct copies of the relevant portions of
14 the firm resumes for Keller Rohrback and Hagens Berman.
15

16 26. At the outset of this Litigation, Class Counsel recognized that this was a high-stakes,
17 risky case to take on a contingency basis, and that getting the classes certified and prevailing on the
18 merits would require skillful lawyering. Defense counsel in this matter from Severson & Werson are
19 highly respected and experienced in successfully defending cases on behalf of mortgage servicers.
20

21 27. Class Counsel began researching claims of improper fees and began speaking to
22 putative plaintiffs in mid-2015. After extensive research and vetting of possible plaintiffs, Class
23 Counsel initially prepared a detailed 58-page Complaint with 248 pages of exhibits on behalf of
24 eleven named plaintiffs. Class Action Compl., ECF No. 1. Plaintiffs' Complaint was filed on
25 February 12, 2016, and alleged breach of contract, unjust enrichment, and violation of various states'
26 consumer protection act claims. ECF No. 1, ¶¶ 170–272. Defendants' Motions to Dismiss Plaintiffs'
27 contract, unjust enrichment, and state consumer protection act claims was denied on August 10,
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1 2017. Mem. & Order, ECF No. 19. Plaintiffs amended the Complaint to add RICO claims on August
2 30, 2017. Am. Class Action Compl. ¶¶ 313–63, ECF No. 22. Defendants filed another Motion to
3 Dismiss which was granted in part and denied in part on February 19, 2019. Mem. & Order, ECF
4 No. 79. On May 5, 2020, the Parties filed a stipulated motion allowing Plaintiffs to amend or correct
5 defendants named in the Second Amended Class Action Complaint, ECF No. 50, permitting Plaintiff
6 Edwin Yager to withdraw as a named plaintiff and Plaintiffs Eugenio and Rosa Contreras to add
7 factual allegations regarding their payment of pay-to-pay fees. Stipulated Mot. & Order Allowing
8 Pls. to Amend/Correct the Second Am. Compl. & Extending Time for Defs. to Respond, ECF No.
9 113. On May 6, 2020, Plaintiffs filed the Third Amended Class Action Complaint. ECF No. 114.
10 Defendants answered the operative Complaint on May 19, 2020. Defs.’ Answer to Third Am. Class
11 Action Compl., ECF No. 115.

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14 28. The Parties completed substantial discovery, beginning in the Fall of 2018, which
15 included multiple rounds of written discovery, both requests for production and interrogatories, as
16 well as exchange of over 533,000 documents and 2,280,000 pages of document productions and
17 electronically stored information (“ESI”), and fifteen (15) depositions of individuals, corporate
18 representatives, and third parties. Class Counsel filed three motions to compel discovery. *See* ECF
19 No. 55; ECF No. 89; and ECF No. 116. The Magistrate Judge granted two of the motions to compel
20 in December of 2018 and July of 2019. Order After Hr’g, ECF No. 68; Order After Hr’g, ECF No.
21 98. As to Plaintiffs’ third motion to compel, filed on May 27, 2020, ECF No. 116, Plaintiffs
22 withdrew the motion after Defendants agreed to provide the discovery sought. ECF No. 119. The
23 Parties also exchanged a first round of expert reports prior to class certification briefing.

24
25 29. On September 22, 2021, Plaintiffs filed a Motion for Class Certification. Pls.’ Notice
26 of Mot. & Mot. for Class Certification, ECF No. 133. On November 17, 2021, Defendants filed their
27 opposition to Plaintiffs’ class certification motion. Defs.’ Mem. of P. & A. in Opp’n to Pls.’ Mot. for
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1 Class Certification, ECF No. 138. Thereafter, the Parties agreed to make a renewed attempt at
2 settlement and on December 27, 2021, the Court entered an order upon the Parties' stipulation
3 vacating all deadlines in the Litigation to allow the Parties to participate in a second mediation.
4 Stipulated Mot. to Stay Disc. & Extend Case Deadlines in Light of Pending Mediation & Order, ECF
5 No. 146.
6

7 30. Class Counsel anticipates that significant additional work will be required in this
8 matter to bring the Litigation to a conclusion, including responding to any objections, preparing the
9 Reply brief, attending the Final Approval Hearing and overseeing the distribution of payments to
10 the Settlement Class Members. Further, if there is any amount in the Settlement Fund that remains
11 following the secondary distribution, or the Parties determine that a secondary distribution is not
12 feasible or necessary, then upon motion and approval by the Court, pursuant to the *cy pres* doctrine,
13 the remaining amount shall be paid to the California Bar Foundation, the Florida Bar Foundation,
14 and the Illinois Bar Foundation within sixty (60) days after the last void date of the checks and upon
15 certification by the Settlement Administrator that the administration of the Settlement is complete.
16 The three proposed *cy pres* recipients, with their direct connection to the Settlement Classes, and
17 their work to provide access to the courts for all, are apt proposed beneficiaries to the extent there is
18 any such *cy pres* award.
19

20 **C. Lodestar and Litigation Expenses**
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22 31. Class Counsel litigated this case on a purely contingent basis, foregoing other work to
23 handle this complex matter, with no guarantee of recovery. While Class Counsel request attorneys'
24 fees as a percentage of the common fund, we report each of our firms' summary time, lodestar, and
25 costs was incurred in this Litigation and for the benefit of the Settlement Classes.
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1 **1. Class Counsel’s Billing Rates**

2 32. All Keller Rohrback and Hagens Berman timekeepers are requested to
3 contemporaneously record their time in six-minute increments. We reviewed the time records
4 submitted in this Litigation and removed hours for timekeepers who billed fewer than twenty (20)
5 hours to the Litigation, and certain hours as a matter of billing judgment. The figures do not include
6 time incurred after July 31, 2022.

7
8 33. Keller Rohrback and Hagens Berman allocated work to maximize efficiency. To the
9 extent practicable, senior attorneys did not perform work that could be accomplished by more junior
10 attorneys, and attorneys did not perform work that could be completed by paralegals.

11 34. The 2022 billing rates charged by Keller Rohrback in Class Counsel’s Fee Motion
12 range from \$90 to \$1100 per hour and fall within the range of market rates charged by staff and
13 attorneys of equivalent experience, skill, and expertise. Likewise, the 2022 billing rates charged by
14 Hagens Berman in Class Counsel’s Fee Motion range from \$225 to \$800 per hour and fall within the
15 range of market rates charged by staff and attorneys of equivalent experience, skill, and expertise.
16 The rates reflected in Keller Rohrback and Hagens Berman’s Fee Motion are Class Counsel’s 2022
17 billing rates unless the attorney or support staff no longer works with Keller Rohrback or Hagens
18 Berman, then the billing rate is the rate for that individual in their final year of work with the
19 respective firm.
20

21 35. Keller Rohrback and Hagens Berman’s rates are subject to annual review and
22 increases, and are set by each firm’s Managing Partner and Executive Committee after a thorough
23 review of costs, prevailing rates, and other market indicia.
24

25 36. Keller Rohrback’s rates are consistent with market rates for the markets within which
26 Keller Rohrback’s primary offices are located, including rates in Seattle, Washington, Phoenix,
27 Arizona, and Santa Barbara, California. Hagens Berman’s rates are consistent with market rates for
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1 the markets within which Hagens Berman’s primary offices are located, including rates in Seattle,
2 Washington, Berkeley and Los Angeles, California, and Boston, Massachusetts.

3 37. The billing rates charged by Class Counsel in this Litigation are similar to rates that
4 have been approved by courts in other class action cases in judicial settlement hearings. *See e.g.*,
5 Order Granting Mot. for Final Approval of Settlement & Mots. for Atty’s’ Fees pp. 10–11, *Rollins v.*
6 *Dignity Health*, No. 13-cv-01450 (N.D. Cal. July 15, 2022), ECF No. 320 (approving billing rates for
7 partners and counsel between \$625–\$1060), attached as **Exhibit 9** to this Joint Declaration. The
8 Honorable Jon S. Tigar recently approved Plaintiffs’ fee petition, including the billing rates
9 submitted by Keller Rohrback and stated, “[t]he Court finds these rates reasonable in light of
10 prevailing market rates in this district and the complexity and novelty of the issues presented by this
11 case...Class Counsel have justified their rates based on the prevailing rates in this district for
12 attorneys with similar skill, experience, and reputation.” *Id.* at 11.

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14
15 38. District courts around the country have granted final approval and awarded fees to
16 Keller Rohrback based on the firm’s then-current rates in numerous other class action cases.
17 *See, e.g.*, Order & J. Granting Final Approval of Class Action Settlement & Award of Atty’s’ Fees,
18 Costs, Expenses & Representative Service Awards at 6, *Stringer v. Nissan N. Am., Inc.*, No. 21-cv-
19 00099 (M.D. Tenn. Mar. 23, 2022), ECF No. 126 (awarding attorneys’ fees at then-current attorneys’
20 rates between \$550 and \$1200); Order Granting Final Approval of Class Action Settlement &
21 Awarding Atty’s Fees, Litigation Expenses, & Class Representative Service Awards Unopposed
22 Mot. for Final Approval of Class Action Settlement at 4, *Ryder v. Wells Fargo Bank*, No. 19-cv-638
23 (S.D. Ohio Jan. 25, 2022), ECF No. 57 (awarding attorneys’ fees at then-current attorneys’ rates
24 between \$525 and \$1,035); *Beach v. JPMorgan Chase Bank*, No. 17-cv-563 (S.D.N.Y. Oct. 7, 2020),
25 ECF No. 232 (awarding attorneys’ fees at then-current attorneys’ rates between \$400 and \$1,035);
26 Order & Final J. ¶ 20, *Holcomb v. Hosp. Sisters Health Sys.*, No. 16-441 (C.D. Ill. Feb. 25, 2019)

1 (awarding attorneys' fees at then-current attorneys' rates between \$565 and \$1,035); Final J. &
2 Approving Class Action Settlement at 15, *Spires v. Schools*, No. 16-616 (D.S.C. Sept. 5, 2018), ECF
3 No. 152 (awarding then-current attorneys' rates between \$230 and \$940); and Order Finally
4 Approving Class Settlement ¶ 10, *Griffith v. Providence Health & Servs.*, No. 14-1720 (W.D. Wash.
5 Mar. 21, 2017), ECF No. 69 (awarding attorneys' fees at then-current attorneys' rates between \$400
6 and \$940).

7
8 39. Additionally, Keller Rohrback's rates and Hagens Berman's rates are on a par with, or
9 even below, other plaintiffs' firms performing similar work. *See, e.g., In re Volkswagen "Clean*
10 *Diesel" Mktg., Sales Practices, & Prods. Liab. Litig.*, MDL No. 2672, 2017 WL 1047834, at *5
11 (N.D. Cal. Mar. 17, 2017) (finding a lodestar cross-check supports the reasonableness of Class
12 Counsel's requested fees and approving partner billing rates ranging from \$275 to \$1,600).

13
14 40. Attached as **Exhibit 10** is a true and correct summary lodestar chart for timekeepers at
15 Keller Rohrback which lists: (1) the name of each Keller Rohrback timekeeper who recorded time in
16 this Litigation; (2) their title or position; (3) the total number of hours they worked on the Litigation
17 through and including July 31, 2022; (4) their current billing rate; and (5) their lodestar. As reflected
18 in Exhibit 10, the total number of professional hours expended on this matter by Keller Rohrback
19 through July 31, 2022 is 8,291.30. The total lodestar for that period is \$5,130,743.50.

20
21 41. Attached as **Exhibit 11** is a true and correct summary lodestar chart for timekeepers at
22 Hagens Berman which lists: (1) the name of each timekeeper who recorded time in this Litigation;
23 (2) their title or position; (3) the total number of hours they worked on the Litigation through and
24 including July 31, 2022; (4) their current billing rate; and (5) their lodestar. As reflected in Exhibit
25 11, the total number of professional hours expended on this matter by Hagens Berman through July
26 31, 2022 is 2026.20. The total lodestar for that period is \$1,343,577.50.

1 **2. Litigation Expenses**

2 42. Named Plaintiffs seek reimbursement of the Litigation expenses incurred by Class
3 Counsel thus far, as well as additional expected costs for settlement administration, including
4 distribution of settlement payments. Litigation expenses to date are documented with receipts and
5 books of record from Keller Rohrback and Hagens Berman and include filing fees; travel fees for
6 court appearances, depositions, and mediation; copying, delivery, and telecommunications charges;
7 legal research charges; electronic discovery and document hosting charges; deposition expenses; and
8 mediators' charges.
9

10 **a. Litigation Expenses Advanced by Keller Rohrback**

11 43. From February 25, 2015, through July 31, 2022, Keller Rohrback expended
12 \$186,673.81 in expenses and charges in order to investigate, effectively prosecute and eventually
13 settle this Litigation. The expenses advanced by Keller Rohrback during the pendency of this
14 Litigation included: computer-based research fees; court costs and filing fees; delivery fees (express
15 delivery, service of process, postage and messenger services); printing, copying, and records retrieval
16 charges; Relativity database hosting and licensing expenses; telecommunications charges; travel
17 expenses (transportation, meals, and lodging) for client meetings, depositions, court appearances, and
18 mediation. Expenses such as these are typically billed by attorneys to paying clients and were
19 reasonably and necessarily incurred. Keller Rohrback maintains appropriate back-up documentation
20 for each expense in its books and records. These books and records are prepared from expense
21 vouchers, check records, and other source materials and represent an accurate recordation of the
22 expenses incurred. Keller Rohrback's expenses are in line with expenses the firm has incurred in
23 countless other complex class action lawsuits that Keller Rohrback has successfully prosecuted. The
24 Litigation expenses of Keller Rohrback are presented in summary form in **Exhibit 10** to this Joint
25 Declaration.
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1 **b. Litigation Expenses Advanced by Hagens Berman**

2 44. From March 9, 2015, through August 5, 2022, Hagens Berman expended \$39,912.02
3 in expenses and charges in order to investigate, effectively prosecute and eventually settle this
4 Litigation. The expenses advanced by Hagens Berman during the pendency of this Litigation
5 included: computer-based research fees; court costs and filing fees; delivery fees (express delivery,
6 service of process, postage and messenger services); printing, copying, and records retrieval charges;
7 Relativity database hosting and licensing expenses; telecommunications charges; travel expenses
8 (transportation, meals, and lodging) for client meetings, depositions, court appearances, and
9 mediation. Expenses such as these are typically billed by attorneys to paying clients and were
10 reasonably and necessarily incurred. Hagens Berman maintains appropriate back-up documentation
11 for each expense in its books and records. These books and records are prepared from expense
12 vouchers, check records, and other source materials and represent an accurate recordation of the
13 expenses incurred. Hagens Berman's expenses are in line with expenses the firm has incurred in
14 countless other complex class action lawsuits that Hagens Berman successfully prosecuted. The
15 Litigation expenses of Hagens Berman are presented in summary form in **Exhibit 11** to this Joint
16 Declaration.
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18

19 **D. Summary of Attorneys' Fees and Expenses for Lodestar Cross-check**

20 45. In total, Class Counsel has invested 10,317.50 hours, \$6,474,321.00 in lodestar, and
21 \$226,585.83 in Expenses. We expect each of these numbers will increase through final settlement
22 approval and settlement administration, meaning that any fractional multiplier that Class Counsel
23 receives on their lodestar will continue to decrease over time.
24

25 46. As part of the settlement negotiations however, the Parties entered into separate
26 individual settlement agreements that resolved Named Plaintiffs' inspection fee claims on an
27 individual basis. Stipulation to Dismiss Action in Part, ECF No. 151. It is therefore only the
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1 Convenience Fee portion of the Litigation that is now being settled on a class basis, and thus a
2 reduction of the total time expended is warranted for purposes of the lodestar cross-check. In Class
3 Counsel's experience, most of the work performed in prosecuting a multi-claim case is applicable to
4 all of the claims and thus likely only 1/4 to 1/3 of the time expended in this Litigation was expended
5 solely on the inspection fee claims. Therefore, a reduction in lodestar of 33% would be entirely
6 reasonable here. However, to err on the side of conservatism and to ensure the Settlement Class
7 Members are treated with the utmost fairness, Class Counsel have chosen to discount the lodestar
8 cross-check by 50%. This conservative choice by Class Counsel enhances the strength of Class
9 Counsel's request for a benchmark 25% fee. **Exhibit 12**, attached hereto, aggregates all the time
10 spent by all Class Counsel from both firms as summarized on Exhibits 10 and 11, and presents a total
11 lodestar of \$3,237,160.50 which represents Class Counsel's total lodestar, discounted by 50% for
12 purposes of the lodestar cross-check. Based on Class Counsel's 25% common fund fee request and
13 the lodestar discounted by 50% as described above, the requested fee results in a lodestar cross-check
14 of .665, or a fractional multiplier.

17 **E. Service Awards**

18 47. During the course of this nearly seven-year litigation, Class Counsel worked closely
19 with the Named Plaintiffs. These individuals worked very hard to provide all of the information
20 requested from them and stayed abreast of the developments in the Litigation over the course of
21 nearly seven years, all for the benefit of the California, Florida, and Illinois Settlement Classes.
22 Named Plaintiffs provided extensive information to Class Counsel concerning their loan servicing
23 and the fees that they paid to Defendants; assisted us with the preparation of the Complaint;
24 consulted with us as requested, and on their own initiative; gathered, reviewed, and produced
25 documents and responded to multiple rounds of written discovery, in consultation with Class
26 Counsel; prepared declarations with their counsel; worked with Class Counsel on the motions
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1 practice in this Litigation, including the motion for class certification; were deposed by Nationstar;
2 monitored the proceedings on their own behalf and on behalf of the Settlement Classes; and worked
3 with Class Counsel to prepare for mediation. Plaintiffs were available to Class Counsel to consult
4 when requested.

5
6 48. We believe that payment of Service Awards to the Named Plaintiffs are justified, and
7 that the amount requested of \$10,000 per Named Plaintiffs is fair and reasonable, in light of the
8 burdens the Named Plaintiffs undertook and the benefits that they helped achieve for the Settlement
9 Classes. Their service and efforts in prosecuting the Litigation on behalf of the respective Settlement
10 Classes are further described in their declarations, true and correct copies of which are attached to
11 this Joint Declaration as follows:

Exhibit	Class Representative	Class	Requested Amount
13	Sherlie Charlot	Florida	\$10,000
14	Jennie Miller	Illinois	\$10,000
15	Rosa Contreras for Eugenio and Rosa Contreras	California	\$10,000

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17
18 We declare under penalty of perjury under the laws of the United States of America that the
19 foregoing is true and correct.

20
21 Executed on September 6, 2022, at Seattle, Washington.

22
23 By: /s/ Laura R. Gerber

24 Laura R. Gerber, admitted *pro hac vice*
lgerber@kellerrohrback.com

25 **KELLER ROHRBACK L.L.P.**
26 1201 Third Avenue, Suite 3200
27 Seattle, WA 98101
28 (206) 623-1900

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By:  _____

Thomas E. Loeser
toml@hbsslw.com
HAGENS BERMAN SOBOL SHAPIRO LLP
1301 Second Avenue, Suite 2000
Seattle, WA 98101
(206) 623-7292

Attorneys for Plaintiffs

EXHIBIT 1

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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,

vs.

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.

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

**SETTLEMENT AGREEMENT AND
RELEASE**

IT IS HEREBY STIPULATED AND AGREED, by, between, and among plaintiffs
Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller, (“Named Plaintiffs” or
“Plaintiffs”), on behalf of themselves and all Settlement Class Members as defined herein, and
defendants Nationstar Mortgage LLC (“Nationstar”), Solutionstar Holdings LLC and Solutionstar
Field Services LLC (“collectively Solutionstar”) (all collectively “Defendants”) that the lawsuit
originally captioned *Eugenio and Rosa Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-
00302-MCE-EFB, in the United States District Court for the Eastern District of California (the
“Litigation”) and the matters raised by, or which could have been raised by, the Litigation related

1 to the collection of “convenience fees” are settled, compromised, and dismissed on the merits and
2 with prejudice on the terms and conditions set forth in this Settlement Agreement and the Release
3 set forth herein, subject to the approval of the Court.

4 **1. RECITALS**

5 1.1 On February 12, 2016, plaintiffs Eugenio and Rosa Contreras, William and
6 Melva Phillips, Teresa Barney, Keith and Teresa Marcel, Sherlie Charlot, Colleen Ann
7 O’Halloran, Jennie Miller, and Edwin Yager filed a putative class action complaint in the
8 Litigation against Nationstar and Solutionstar. Plaintiffs have filed several different iterations of
9 the complaint, and the operative pleading is plaintiffs’ Third Amended Complaint (“Complaint”)
10 which names Nationstar, Solutionstar Holding LLC and Solutionstar Field Services LLC.

11 1.2 In the Complaint, Plaintiffs alleged that Nationstar collected “pay to pay”
12 fees from borrowers in connection with certain payments on residential mortgage loans that were
13 not properly disclosed and were otherwise improper under applicable law (hereafter “Convenience
14 Fee Claims”). Plaintiffs further alleged that Nationstar improperly charged borrowers for property
15 inspection fees without determining whether the inspections were reasonable or necessary, and
16 that certain property inspection fees were improperly “marked up” because Solutionstar earned a
17 profit for acting as Nationstar’s vendor (“Inspection Fee Claims”).

18 1.3 After the Litigation was filed, plaintiff Colleen O’Halloran negotiated a
19 settlement of her individual claims. Her claims against Defendants were therefore dismissed with
20 prejudice.

21 1.4 Also after the Litigation was filed, plaintiff Melva Phillips passed away, and
22 is thus no longer a party to the Litigation, and Edwin Yager voluntarily removed himself as a
23 named plaintiff.

24 1.5 Motion practice resulted in the dismissal of several claims.

25 1.6 In the Litigation, the parties engaged in substantial discovery including
26 multiple rounds of written discovery, exchange of over 23,000 pages of document production and
27 over 115,000 documents obtained through ESI, and fifteen depositions of individual, corporate
28 representatives and third parties.

1 1.7 The parties also exchanged a first round of expert reports.

2 1.8 On October 10, 2019, the parties attended a mediation before the Hon.
3 Ronald M. Sabraw at JAMS in San Jose, California. That mediation was unsuccessful.

4 1.9 On September 22, 2021, plaintiffs Eugenio and Rosa Contreras, William
5 Phillips, Teresa Barney, Keith and Teresa Marcel, Sherlie Charlot, and Jennie Miller filed a
6 motion for class certification in the Litigation.

7 1.10 On November 17, 2021, Defendants filed their opposition to Plaintiffs’
8 motion for class certification in the Litigation.

9 1.11 On December 27, 2021 the Court entered an order upon the parties’
10 stipulation vacating all deadlines in the Litigation to allow the parties to participate in a second
11 mediation.

12 1.12 On January 26, 2022, the parties attended a mediation at JAMS in San
13 Francisco, California before the Hon. William J. Cahill (Ret.).

14 1.13 With Judge Cahill’s assistance, the parties were able to negotiate a
15 settlement of all the remaining plaintiffs’ claims against Nationstar and Solutionstar.

16 1.14 The parties have entered into separate settlement agreements that resolve
17 some of the plaintiffs’ claims on an individual basis. Plaintiffs Eugenio and Rosa Contreras and
18 Sherlie Charlot have separately settled their Inspection Fee Claims against Nationstar and
19 Solutionstar. Also, plaintiffs William Phillips, Teresa Barney, Keith and Teresa Marcel have
20 separately settled all of their claims against Defendants and dismissed those claims with prejudice.

21 1.15 The parties have filed a separate Stipulation to Dismiss Action in Part
22 pursuant to the individual settlement agreements. The stipulation dismisses these individual
23 claims with prejudice but is without prejudice to such claims that absent putative class members
24 have or may have.

25 1.16 Named Plaintiffs have entered into this proposed class action settlement of
26 their Convenience Fee Claims with Defendants. The terms of the class action settlement are set
27 forth below.

28 1.17 Based on Keller Rohrback L.L.P.’s and Hagens Berman Sobol Shapiro

1 L.L.P.'s ("Class Counsel") experience representing plaintiffs in other putative class actions, Class
2 Counsel believe that the Litigation has significant merit and that the evidence developed supports
3 Named Plaintiffs' claims. Class Counsel recognize and acknowledge, however, that prosecuting
4 the Litigation through the conclusion of fact and expert discovery, a ruling on class certification,
5 dispositive motions, trial, and appeals will involve considerable uncertainty, time, and expense.

6 1.18 Class Counsel have concluded that it is in the best interests of the
7 Settlement Classes that the claims asserted in the Litigation be resolved on the terms and
8 conditions set forth in this Agreement. After extensive consideration and analysis of the factual
9 and legal issues presented in the Litigation, extensive settlement discussions, and two mediation
10 sessions, Class Counsel have concluded that the substantial benefits the Settlement Class Members
11 will receive as a result of this settlement are a very good result in light of the expense, risk, and
12 uncertainty of continued litigation, including the motion for class certification, the expense that
13 would be necessary to prosecute the Litigation through trial, the likelihood of success at trial, and
14 any appeals that might be taken.

15 1.19 Named Plaintiffs have concluded, based on their understanding of the risks
16 of ongoing litigation relative to accepting settlement, that the settlement that has been achieved
17 provides the best outcome for the classes they seek to represent.

18 1.20 Defendants have denied, and continue to deny, each and every allegation of
19 liability, wrongdoing, and damages, and contend that they have substantial factual and legal
20 defenses to all claims and class allegations in the Litigation. Defendants have always maintained,
21 and continues to maintain, that they have acted in accordance with all applicable agreements and
22 governing law. Nonetheless, after extensive consideration and analysis of the factual and legal
23 issues presented in the Litigation, extensive settlement discussions, and mediation, Defendants
24 concluded that the Litigation should be fully and finally settled on a class-wide basis in light of the
25 expense, risk, and uncertainty of continued litigation, including the motion for class certification,
26 the expense that would be necessary to prosecute the Litigation through trial, the likelihood of
27 success at trial, and any appeals that might be taken. Without admitting any liability or
28 wrongdoing whatsoever, Defendants agree to the terms of this Agreement in order to resolve all

1 issues relating to the subject matter of the Litigation.

2 1.21 In 2018, Nationstar entered a class action settlement resolving a case
3 entitled *Juanita Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ, in the United
4 States District Court for the Western District of Washington (the “*Garcia*” case). The *Garcia*
5 settlement classes included a nationwide class of certain borrowers who paid convenience fees to
6 Nationstar between November 17, 2014 and May 25, 2018, and a Washington state class of certain
7 borrowers who paid Convenience Fees to Nationstar between November 17, 2011 and May 25,
8 2018. It is the intention of the parties to this Agreement to exclude from this settlement the
9 Convenience Fees that were at issue and resolved through the *Garcia* settlement.

10 **2. DEFINITIONS**

11 2.1 As used herein, the following terms have the meanings set forth below.

12 2.2 “Administrator” or “Settlement Administrator” means, subject to approval
13 of the Court, a third-party administrator selected by Class Counsel, which will oversee the notice
14 process, settlement administration, and payment of settlement relief to Settlement Class Members.
15 The Administrator will have sufficient security protocols in place to ensure the confidential
16 borrower information that Defendants provide it in the course of the administration is protected.

17 2.3 “Agreement” or “Settlement Agreement” means this Stipulation and
18 Settlement Agreement.

19 2.4 “Attorneys’ Fees and Expenses” means the amount of attorneys’ fees and
20 reimbursement of costs and expenses awarded by the Court to Class Counsel from the Settlement
21 Fund.

22 2.5 “Class Counsel” means Keller Rohrback L.L.P. and Hagens Berman Sobol
23 Shapiro L.L.P.

24 2.6 “Class Notice” or “Notice” means the program of notice described in
25 Section 6 of this Agreement to be provided to Settlement Class Members by the Settlement
26 Administrator, including the Email Notice, Postcard Notice, Long Form Notice, and Settlement
27 Website, which will notify Settlement Class Members about, among other things, their rights to
28 opt out and object to the Settlement, the preliminary approval of the Settlement, and the

1 scheduling of the Final Approval Hearing.

2 2.7 The “Class Periods” shall mean February 1, 2012 to February 14, 2022 with
3 respect to Settlement Class Members who reside in California and Florida, and February 1, 2013
4 to February 14, 2022 with respect to Settlement Class Members who reside in Illinois.

5 2.8 “Convenience Fees” means the monetary fees charged by Nationstar to
6 borrowers to make certain payments over the phone or internet.

7 2.9 “Convenience Fees At Issue” means all fees paid by Settlement Class
8 Members during the Class Periods, but excluding fees paid by members of the *Garcia* nationwide
9 class between November 17, 2014 and May 25, 2018, and fees paid by members of the *Garcia*
10 Washington class between November 17, 2011 and May 25, 2018.

11 2.10 “Court” means the United States District Court for the Eastern District of
12 California.

13 2.11 “Days” means calendar days, except that, when computing any period of
14 time prescribed or allowed by this Agreement, the day of the act, event, or default from which the
15 designated period of time begins to run shall not be included. Further, when computing any period
16 of time prescribed or allowed by this Agreement, the last day of the period so computed shall be
17 included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until
18 the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days
19 and times shall be adjusted to permit compliance by Defendants with the Class Action Fairness
20 Act of 2005, 28 U.S.C. §§ 1711-1715, including the notifications of appropriate regulators under
21 28 U.S.C. § 1715(b) and expiration of the ninety (90)-day review period in 28 U.S.C. § 1715
22 before the Final Approval Hearing is held in the Litigation to review and approve the Settlement.

23 2.12 “Defendants” means Nationstar Mortgage LLC, Solutionstar Holding LLC
24 and Solutionstar Field Services LLC.

25 2.13 “Defendants’ Counsel” means Severson & Werson APC.

26 2.14 “Email Notice” means the notice that is emailed by the Settlement
27 Administrator to Settlement Class Members, in substantially the form agreed to by the parties and
28 approved by the Court. Email Notice shall be sent promptly after the entry of the Preliminary

1 Approval Order.

2 2.15 “Final” means one business day after all of the following events have
3 occurred: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s
4 Judgment approving this Agreement; (ii) if there is an appeal or appeals, the date of completion, in
5 a manner that finally affirms and leaves in place the Judgment without any material modification,
6 of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration
7 of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all
8 proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or
9 appeals following decisions on remand); and (iii) the date of final dismissal of any appeal or the
10 final dismissal of any proceeding on *certiorari*.

11 2.16 “Final Approval” means the entry of the Judgment approving the Settlement
12 after the Final Approval Hearing is conducted.

13 2.17 “Final Approval Hearing” means the hearing held by the Court to determine
14 whether the terms of this Agreement are fair, reasonable, and adequate for the Settlement Class as
15 a whole, whether the Settlement should be granted final approval, and whether the Judgment
16 should be entered.

17 2.18 “Final Settlement Date” means the date on which the Judgment in this case
18 becomes Final (as defined in Paragraph 2.15).

19 2.19 “Judgment” means the final order and judgment to be entered by the Court
20 in substantially similar form as agreed to by the parties approving the settlement of the Litigation
21 in accordance with this Agreement after the Final Approval Hearing.

22 2.20 “Litigation” means the action captioned *Eugenio and Rosa Contreras v.*
23 *Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB, pending in the United States
24 District Court for the Eastern District of California.

25 2.21 “Long-Form Notice” means the notice that is available on the Settlement
26 Website, in substantially the form agreed to by the parties and approved by the Court.

27 2.22 “Named Plaintiffs” mean Eugenio and Rosa Contreras, Sherlie Charlot, and
28 Jennie Miller.

1 2.23 “Notice and Administrative Costs” means the reasonable costs and expenses
2 of disseminating and publishing the Class Notice in accordance with the Preliminary Approval
3 Order, and all reasonable costs and expenses incurred by the Settlement Administrator in
4 administering the Settlement, including but not limited to costs and expenses associated with
5 assisting Settlement Class Members, escrowing funds, and issuing and mailing settlement
6 payments or checks, as such costs and expenses are approved by the Court.

7 2.24 “Objection Deadline” means the date identified in the Preliminary Approval
8 Order and Class Notice by which a Settlement Class Member must serve written objections, if
9 any, to the Settlement in accordance with Section 11 of this Agreement to be able to object to the
10 Settlement. The Objection Deadline shall be no earlier than fourteen (14) days after Class Counsel
11 submit their application for Attorneys’ Fees and Expenses and forty-five (45) days after Notice is
12 sent to the Settlement Class or as the Court may otherwise direct.

13 2.25 “Opt-Out” means that a Settlement Class Member has chosen to exclude
14 themselves from the Settlement Class, will not be able to claim any part of the Settlement Funds
15 or Court award that results from the settlement, and will not be bound by the settlement
16 agreement.

17 2.26 “Opt-Out Deadline” means the date identified in the Preliminary Approval
18 Order and Class Notice by which a Request for Exclusion must be filed in writing with the
19 Settlement Administrator in accordance with Section 10 of this Agreement in order for a
20 Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall
21 be forty-five (45) days after Notice is sent to the Settlement Class or as the Court may otherwise
22 direct.

23 2.27 “Parties” means Named Plaintiffs and Defendants in the Litigation.

24 2.28 “Postcard Notice” means the notice that is mailed by the Settlement
25 Administrator to Settlement Class Members, in substantially the form agreed to by the parties and
26 approved by the Court. The Postcard Notice shall be sent promptly after the entry of the
27 Preliminary Approval Order.

28 2.29 “Preliminary Approval Application” means Named Plaintiffs’ motion for

1 the Court to preliminarily approve the Settlement and to enter the Preliminary Approval Order,
2 including all exhibits and documents attached thereto. Named Plaintiffs' Preliminary Approval
3 Application shall be filed within thirty (30) days after this Agreement is signed.

4 2.30 "Preliminary Approval Order" means the order in substantially similar form
5 to be agreed upon by the parties and providing for, among other things, preliminary approval of
6 the Settlement as fair, reasonable, and adequate; certification of the Settlement Classes for
7 settlement purposes only; dissemination of the Class Notice to the Settlement Classes; and finding
8 that the proposed Class Notice is reasonably calculated to apprise the Settlement Classes of the
9 pendency of the Litigation, the material terms of the proposed Settlement, and the Settlement
10 Class Members' options and rights with respect thereto.

11 2.31 "Release" or "Releases" means the releases of all Released Claims by the
12 Releasing Persons against the Released Persons, as provided for in Section 9 of the Settlement
13 Agreement.

14 2.32 "Released Claims" means all claims, actions, causes of action, lawsuits,
15 debts, sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney's
16 fees and costs, liens, judgments, demands, and any other forms of liability released pursuant to
17 Section 9 of this Agreement.

18 2.33 "Released Persons" means Defendants and each of their past or present
19 divisions, subsidiaries, members, predecessors, investors, parent companies, acquired companies,
20 and affiliated companies (which shall include any person or entity which controls, is controlled by,
21 or is under common control with any such party), any direct or indirect subsidiary of Defendants
22 and each of their past or present divisions, subsidiaries, members, predecessors, investors, parent
23 companies, acquired companies, and affiliated companies, and all of the officers, directors,
24 employees, insurers, agents, brokers, distributors, representatives, and attorneys of all such
25 entities.

26 2.34 "Releasing Persons" means Named Plaintiffs, all Settlement Class Members
27 who do not properly and timely opt out of the Settlement, and their respective family members,
28 heirs, administrators, successors, and assigns.

1 2.35 “Request for Exclusion” means a written request from a Settlement Class
2 Member that seeks to exclude that Settlement Class Member from the Settlement Class and that
3 complies with all requirements in Section 10 of this Agreement.

4 2.36 “Service Award(s)” means compensation to Named Plaintiffs for their time
5 and effort in the Litigation, as awarded by the Court.

6 2.37 “Settlement Class” or “Settlement Classes” means all members of the
7 classes of borrowers in the Litigation that will be certified by the Court for settlement purposes as
8 more fully described in Paragraph 3.1 of this Agreement.

9 2.38 “Settlement Class Member” means any member of any of the Settlement
10 Classes.

11 2.39 “Settlement Fund” means the eight million six hundred thousand dollar
12 (\$8,600,000.00) non-reversionary settlement fund, from which (i) all Settlement Class Member
13 payments, (ii) all Notice and Administrative Costs, (iii) any Service Award to Named Plaintiffs as
14 class representatives, and (iv) any Attorneys’ Fees and Expenses to Class Counsel shall be paid.
15 The costs of establishing the escrow account shall be deducted from the Settlement Fund. Any
16 interest earned on the escrow account shall be considered part of the Settlement Fund.

17 2.40 “Settlement Website” means the website to be created, launched, and
18 maintained by Class Counsel or the Settlement Administrator, which provides access to relevant
19 case documents including the Notice.

20 2.41 “Settling Parties” means, collectively, Defendants, Named Plaintiffs, and all
21 Releasing Persons.

22 **3. DEFINITION OF CLASSES, CLASS PERIODS, AND CONDITIONS AND**
23 **OBLIGATIONS RELATING TO THE SETTLEMENT EFFECTIVENESS**

24 3.1 The “Settlement Classes” shall be defined as set forth below:

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

28 (2) Florida Class: all residents of Florida, who, from February 1, 2012 to February 14, 2022,

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

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

10 3.2 This Settlement Agreement is expressly contingent upon the satisfaction, in
11 full, of the material conditions set forth below.

12 3.3 Condition No. 1: District Court Approval. The Settlement must be
13 approved by the Court in accordance with the following steps:

14 3.3.1 Application for Preliminary Approval of Proposed Settlement, Class
15 Certification, and Class Notice. After good faith consultation with Defendants' Counsel, Class
16 Counsel will present a Preliminary Approval Application to the Court within thirty (30) days of
17 the execution of this Agreement. The Preliminary Approval Application shall include a Class
18 Notice and a proposed Preliminary Approval Order in a form agreed upon by the parties. The
19 Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court
20 of the Preliminary Approval Order and shall request that the Court schedule a Final Approval
21 Hearing no earlier than ninety (90) days after the service of the required Notices under 28 U.S.C. §
22 1715. Defendant shall be solely responsible for providing such required Notices.

23 3.3.2 Certification of Settlement Classes. In connection with the
24 proceedings on Preliminary and Final Approval of the proposed Settlement, Named Plaintiffs shall
25 seek as part of the Preliminary Approval Application an order certifying the Settlement Classes
26 pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure for purposes of this Settlement
27 only. If the Settlement does not become Final, then no Settlement Class will be deemed to have
28 been certified by or as a result of this Settlement Agreement, and the Action will for all purposes

1 revert to its status as of January 24, 2022.

2 3.3.3 Entry of Preliminary Approval Order. The Court shall enter a
3 Preliminary Approval Order in substantially similar form to that agreed to by the parties, which
4 shall, among other things:

5 (a) Preliminarily find the Court is likely to certify the Settlement
6 Classes for purposes of settlement following the Final Approval Hearing;

7 (b) Preliminarily approve Named Plaintiffs as class
8 representatives and appoint Class Counsel, pursuant to Rule 23;

9 (c) Preliminarily approve the Settlement as fair, reasonable and
10 adequate;

11 (d) Order the issuance of Class Notice to the Settlement Classes,
12 and determine that such Notice complies with all legal requirements, including, but not limited to,
13 the Class Action Fairness Act and Due Process Clause of the United States Constitution;

14 (e) Schedule a date and time for a Final Approval Hearing to
15 determine whether the Settlement should be finally approved by the Court, the amount of
16 Attorneys' Fees and Expenses that should be awarded to Class Counsel, and any Service Awards
17 to Named Plaintiffs;

18 (f) Require Settlement Class Members who wish to exclude
19 themselves to submit an appropriate and timely written request for exclusion by the Opt-Out
20 Deadline, as directed in the Settlement Agreement and Settlement Class Notice, and advise that a
21 failure to do so shall bind those Settlement Class Members who remain in the Settlement Classes;

22 (g) Require Settlement Class Members who wish to object to the
23 Settlement Agreement to submit an appropriate and timely written statement by the Objection
24 Deadline, as directed in the Settlement Agreement, Class Notice, and Preliminary Approval Order,
25 and advise that a failure to do so shall prevent those Settlement Class Members from objecting to
26 the Settlement;

27 (h) Require attorneys representing any objecting Settlement
28 Class Member, at the Settlement Class Member's expense, to file a notice of appearance;

1 (i) Authorize the Settling Parties to take all necessary and
2 appropriate steps to establish the means necessary to implement the Settlement Agreement; and

3 (j) Issue related orders to effectuate the preliminary approval of
4 the Settlement Agreement.

5 3.3.4 Issuance of Class Notice. Pursuant to the Preliminary Approval
6 Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be
7 provided in accordance with Section 6 below.

8 3.3.5 Final Approval Hearing. In connection with the Preliminary
9 Approval Application, Named Plaintiffs shall request that the Court schedule and conduct a
10 hearing after dissemination of Settlement Class Notice, at which it will consider whether the
11 Settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil
12 Procedure. Specifically, after good faith consultation with Defendants, Named Plaintiffs shall
13 request that, on or after the Final Approval Hearing, the Court: (i) enter the final Judgment,
14 granting Final Approval of the Agreement and dismissing with prejudice this Litigation; (ii)
15 determine the amount of Attorneys' Fees and Expenses that should be awarded to Class Counsel
16 as contemplated in the Settlement Agreement; and (iii) determine the Service Awards, that should
17 be awarded as contemplated by the Settlement Agreement. Any application for Attorneys' Fees
18 and Expenses shall be made at least fourteen days prior to the Objection Deadline. The Settling
19 Parties will reasonably cooperate with one another in seeking entry of the final Judgment.

20 3.4 Condition No. 2: Finality of Judgment. The Court shall enter a final Order
21 and Judgment that must become Final in accordance with Paragraph 2.15 above, and shall, among
22 other things:

23 3.4.1 Find that (1) the Court has personal jurisdiction over all Settlement
24 Class Members and subject matter jurisdiction over the claims asserted in this Litigation; and (2)
25 venue is proper;

26 3.4.2 Finally approve the Settlement Agreement, pursuant to Rule 23, as
27 fair, reasonable, and adequate;

28 3.4.3 Find that the form and means of disseminating the Class Notice

1 complied with all laws, including, but not limited to, Rule 23 and the Due Process Clause of the
2 United States Constitution;

3 3.4.4 Enter final Judgment with respect to the claims of all Settlement
4 Class Members and dismiss the claims of all Settlement Class Members and the Litigation with
5 prejudice;

6 3.4.5 Make the Releases in Section 9 of the Settlement Agreement
7 effective as of the Final Settlement Date;

8 3.4.6 Permanently bar and enjoin Named Plaintiffs and all Settlement
9 Class Members who have not opted out of the Agreement, from filing, commencing, prosecuting,
10 intervening in, or participating in (as class members or otherwise) any action in any jurisdiction
11 based on any of the Released Claims or the facts and circumstances relating thereto;

12 3.4.7 Permanently bar and enjoin Named Plaintiffs and all Settlement
13 Class Members who have not opted out of the settlement from organizing Settlement Class
14 Members, or soliciting the participation of Settlement Class Members, in a separate class for
15 purposes of pursuing any action (including by seeking to amend a pending complaint to include
16 class allegations, or seeking class certification in a pending action in any jurisdiction) based on
17 any of the Released Claims or the facts and circumstances relating thereto;

18 3.4.8 Find that, by operation of the entry of the Judgment, Named
19 Plaintiffs and all Settlement Class Members who have not opted out of the Agreement shall be
20 deemed to have forever released, relinquished, and discharged the Released Persons from any and
21 all Released Claims;

22 3.4.9 Authorize the Settling Parties to implement the terms of the
23 Settlement Agreement;

24 3.4.10 Without affecting the finality of the Judgment for purposes of
25 appeal, retain jurisdiction relating to the administration, consummation, enforcement, and
26 interpretation of the Settlement Agreement, the final Judgment, and for any other necessary
27 purpose; and

28 3.4.11 Issue related orders to effectuate the Final Approval of the

1 Agreement and its implementation.

2 3.5 Condition No. 3: Dismissal of Remaining Claims. All claims asserted by
3 Named Plaintiffs in the Litigation individually or on behalf any putative class that were not
4 resolved through this Settlement must be dismissed pursuant to the parties' separately executed
5 stipulation to dismiss pursuant to Rule 41.

6 **4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF**

7 4.1 Settlement Fund. In consideration for the Releases set forth in Section 9,
8 and within fourteen (14) days of the entry of Final Approval, Defendants shall deposit into the
9 escrow of the Settlement Administrator the Settlement Fund. Any amounts Defendants have
10 already paid to the Administrator for Notice and Administrative Costs shall be deducted from the
11 total amount of funds Defendants contribute to the Settlement Fund. No amount of the Settlement
12 Fund shall be distributed unless and until the Settlement becomes Final. In the event this
13 Settlement does not become Final for any reason, any amounts Defendants have deposited into the
14 Settlement Fund shall be returned to Defendants. Defendants shall not have any obligation to
15 contribute any additional amounts to the settlement contemplated by this Agreement.

16 4.2 Qualified Settlement Fund. The Settlement Fund at all times shall be
17 deemed a "qualified settlement fund" within the meaning of United States Treasury Reg.
18 § 1.468B-1. All taxes (including any estimated taxes, and any interest or penalties relating to
19 them) arising with respect to the income earned by the Settlement Fund or otherwise, including
20 any taxes or tax detriments that may be imposed on Defendants, Defendants' counsel, Named
21 Plaintiffs, or Class Counsel with respect to income earned by the Settlement Fund during any
22 period during which the Settlement Fund does not qualify as a "qualified settlement fund" for the
23 purpose of federal or state income taxes or otherwise (collectively "Taxes"), shall be paid out of
24 the Settlement Fund. Defendants will not have any tax reporting obligations, including issuance
25 of any Forms 1099, or be obligated to compute, estimate, or pay any taxes on behalf of Named
26 Plaintiffs, any Settlement Class Member, Class Counsel, and/or the Settlement Administrator.

27 4.3 Payments to Settlement Class Members. The Settlement Administrator
28 shall issue electronic payments or settlement checks to Settlement Class Members that are a pro

1 rata portion of the Settlement Fund, based on the Convenience Fees at Issue paid by that
2 Settlement Class Member as determined by Nationstar's records, after accounting for Notice and
3 Administrative Costs, any Service Awards to Named Plaintiffs, and any award of Attorneys' Fees
4 and Expenses to Class Counsel.

5 4.4 Payments to be Made on a Per-Loan Basis. Payments to Settlement Class
6 Members will be made per loan, such that the Settlement payment on any loan with more than one
7 Settlement Class Member borrower shall be made payable jointly to all Settlement Class Member
8 borrowers on that loan. Where multiple borrowers are on one loan, a single payment will be made
9 based on the Convenience Fees at Issue paid on that loan.

10 4.5 The Settlement Administrator shall issue payments electronically or mail
11 payments to Settlement Class Members no later than fifteen (15) days following the Final
12 Settlement Date. Prior to issuing electronic payments or mailing checks under the Settlement, the
13 Settlement Administrator will attempt to update the last known addresses of the Settlement Class
14 Members through the National Change of Address database. Class Members' checks returned with
15 a forwarding address shall be re-mailed to the new address within twenty-one (21) calendar days.
16 If a Settlement Class Member's check is returned as undeliverable without a forwarding address,
17 the Settlement Administrator may perform a skip trace search and make one attempt to re-mail the
18 check within twenty-one (21) calendar days. Any checks which are not cashed within one hundred
19 and eighty (180) days shall be voided and the money returned to the Settlement Fund.

20 4.6 Secondary Distribution and *Cy Pres*. If there is any amount in the
21 Settlement Fund that remains following the distribution of electronic payments or checks to the
22 members of the Settlement Classes as a result of checks that are returned undeliverable or which
23 are not cashed within 180 days, the parties may, in their discretion and by mutual agreement,
24 authorize a secondary distribution on a pro rata basis to Settlement Class Members who received
25 electronic payments or cashed their checks. If there is any amount in the Settlement Fund that
26 remains following the secondary distribution, or the parties decide that a secondary distribution is
27 not feasible or necessary, then upon approval by the Court, pursuant to the *cy pres* doctrine, the
28 remaining amount shall be paid to the California Bar Foundation, the Florida Bar Foundation and

1 the Illinois Bar Foundation, three *cy pres* recipients approved by the Court within 60 days after the
2 last void date of the checks and upon certification by the Settlement Administrator that the
3 administration of the Settlement is complete.

4 4.7 Deceased Settlement Class Members. If a Settlement Class Member is
5 deceased and a death certificate is provided to the Settlement Administrator prior to the Final
6 Settlement Date, the Settlement Administrator shall pay the applicable Settlement payment to the
7 deceased Settlement Class Member's estate.

8 **5. SETTLEMENT NOTICE AND ADMINISTRATIVE COSTS**

9 5.1 All Notice and Administrative Costs will be paid to the Settlement
10 Administrator from the Settlement Fund. If the Settlement Administrator requires payment of any
11 Notice and Administrative Costs before the Settlement Fund is established, Defendants shall pay
12 those amounts directly to the Settlement Administrator upon request, and the amount Defendants
13 pay to the Settlement Fund shall be reduced by the amount of any Notice and Administrative
14 Costs already so paid.

15 5.2 The Settlement Administrator shall submit a projected budget to Class
16 Counsel and Defendants for preparing and delivering the Notice and issuing payments as required
17 by Sections 6, and Paragraph 4.3-4.6, and shall not make expenditures that exceed the projected
18 budget for preparing and delivering the Notice and payments by more than five percent without
19 the prior approval of Class Counsel and Defendants. Consistent with the requirements of Rule 23
20 and due process, the Settlement Administrator shall administer the Settlement in a cost-effective
21 and timely manner.

22 5.3 The Settlement Administrator shall maintain reasonably detailed records of
23 its activities under this Agreement. The Settlement Administrator shall maintain all such records
24 as are required by applicable law in accordance with its normal business practices and such
25 records will be made available to Class Counsel and Defendants' Counsel upon request. The
26 Settlement Administrator shall also provide reports and other information to the Court as the Court
27 may require. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel
28 with information concerning Notice, administration and implementation of the Settlement

1 Agreement. Should the Court request, the parties, in conjunction with the Settlement
2 Administrator, shall submit a timely report to the Court summarizing the work performed by the
3 Settlement Administrator, including a report of all amounts paid to the Settlement Class Members.

4 Without limiting the foregoing, the Settlement Administrator shall:

5 5.3.1 Forward to Class Counsel and Defendants' Counsel all documents
6 and other materials received in connection with the administration of the Settlement Agreement;

7 5.3.2 Receive exclusion forms and other requests from Settlement Class
8 Members and promptly provide a copy of such requests to Class Counsel and Defendants'
9 Counsel upon receipt (the "Opt-Out List"). If the Settlement Administrator receives an exclusion
10 form or other request from a Settlement Class Member after the Opt-Out Deadline, the Settlement
11 Administrator shall promptly provide copies thereof to Class Counsel and Defendants' Counsel;

12 5.3.3 Provide weekly reports to Class Counsel and Defendants' Counsel,
13 including without limitation, the number of opt-outs and objections received; and

14 5.3.4 Make available for inspection by Class Counsel or Defendants'
15 Counsel any correspondence received by the Settlement Administrator at any time upon
16 reasonable notice.

17 5.3.5 Provide Class Counsel and Defendants' Counsel with an affidavit or
18 declaration by a competent affiant or declarant, attesting that the Class Notice has been
19 disseminated in accordance with the Preliminary Approval Order and identifying the number of
20 Requests for Exclusion to the Settlement.

21 5.4 Within seven (7) days of the grant of Preliminary Approval, Nationstar shall
22 produce to the Settlement Administrator and Class Counsel a list of all names, addresses and any
23 email addresses that are available based on the information then currently available on
24 Nationstar's reasonably available computer records. Nationstar shall also provide the amount of
25 Convenience Fees at Issue paid by the Settlement Class Members (the "Class List").

26 5.5 Because the information about Settlement Class Members in the Class List
27 that will be provided to the Settlement Administrator will consist of confidential information, non-
28 public personal information, and other information protected by privacy laws, the Settlement

1 Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure
2 that any information provided to it by Nationstar will be used solely for the purpose of effecting
3 this Settlement. The Settlement Administrator shall administer the Settlement in accordance with
4 the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all
5 documents, communications, and other information and materials received in connection with the
6 administration of the Settlement as confidential and shall not disclose any or all such documents,
7 communications, or other information to any person or entity except as provided for in this
8 Agreement or by court order.

9 5.6 Forms. The Settlement Administrator shall complete and provide to
10 Defendants' Counsel any forms necessary for Defendants to pay the Settlement Fund and
11 otherwise implement this Settlement.

12 **6. NOTICE TO THE SETTLEMENT CLASS**

13 6.1 Manner of Giving Notice. Subject to Court approval, the Settlement
14 Administrator will provide the Class Notice to all Class Members after the Preliminary Approval
15 Order is entered by the Court. The cost of such Notice shall be paid from the Settlement Fund. No
16 further notice shall be required after the Court enters a judgment finally approving the Settlement
17 of the Litigation.

18 6.1.1 Email Notice. As soon as practicable, but starting no later than
19 fifteen (15) days from entry of the Preliminary Approval Order, the Settlement Administrator shall
20 send the Email Notice to all Class Members for whom Nationstar has provided an email address. It
21 will be conclusively presumed that the intended recipients received the Email Notice if the
22 Settlement Administrator did not receive a hard bounce-back message.

23 6.1.2 Postcard Notice. As soon as practicable, but starting no later than
24 thirty (30) days from entry of the Preliminary Approval Order, the Settlement Administrator shall
25 send the Postcard Notice, by first class mail, to all Settlement Class Members for whom Nationstar
26 has provided a physical address, excepting those for whom Nationstar provided an email address
27 and no hard bounce back message was received. Before mailing the Postcard Notice, the
28 Settlement Administrator will update the addresses provided by Nationstar with the National

1 Change of Address database. If the Postcard Notice is returned as undeliverable, the Settlement
2 Administrator may perform a skip trace search and make one attempt to re-mail the Postcard
3 Notice as soon as possible before the Response Deadline. It will be conclusively presumed that the
4 intended recipients received the Postcard Notice if the mailed Postcard Notices have not been
5 returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.

6 6.1.3 Long-Form Notice. The Settlement Administrator shall mail or
7 email the Long-Form Notice to any Settlement Class Member who requests a copy. The Long-
8 Form Notice shall also be available on the Settlement Website.

9 6.2 Settlement Website. No later than the sending of the Email Notice and
10 Postcard Notice, the Settlement Administrator or Class Counsel shall establish the Settlement
11 Website, which shall contain copies of this Settlement Agreement, Exhibits, the Long-Form
12 Notice, Email Notice, and Postcard Notice. The Settlement Website shall remain open and
13 accessible through the payment of all settlement payments to the Settlement Class.

14 6.3 Toll Free Phone Number. Prior to the date on which the Settlement
15 Administrator initiates the Class Notice, the Settlement Administrator or Class Counsel shall
16 establish a toll-free number for Settlement Class Members to call to obtain recorded information
17 about the Settlement and request a mailed or emailed version of the Long-Form Notice.

18 7. COVENANTS

19 The Settling Parties covenant and agree as follows:

20 7.1 Covenants Not to Sue. Named Plaintiffs, as representatives of the
21 Settlement Class, covenant and agree on behalf of the Settlement Class: (i) not to file, commence,
22 prosecute, intervene in, or participate in (as class members or otherwise) any action in any
23 jurisdiction based on any of the Released Claims, or the facts and circumstances relating thereto,
24 against any of the Released Persons; (b) not to organize or solicit the participation of Settlement
25 Class Members in a separate class for purposes of pursuing any action (including by seeking to
26 amend a pending complaint to include class allegations, or seeking class certification in a pending
27 action in any jurisdiction) based on any of the Released Claims or the facts and circumstances
28 relating thereto; and (c) that the foregoing covenants and this Agreement shall be a complete

1 defense to any of the Released Claims against any of the Released Persons.

2 7.2 Cooperation. The parties agree to cooperate reasonably and in good faith
3 with the goal of obtaining entry of a final Judgment as quickly as is reasonably practicable and
4 expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this
5 Agreement, including, but not limited to, the expeditious agreement to the terms of all settlement
6 administration protocols, and the preparation and execution of all other reasonable documents
7 necessary to achieve Final Approval of the Settlement by the Court.

8 **8. REPRESENTATIONS AND WARRANTIES**

9 8.1 Named Plaintiffs' Representations and Warranties.

10 8.1.1 Named Plaintiffs represent and warrant that they are the sole and
11 exclusive owner of all Released Claims and that they have not assigned or otherwise transferred
12 any interest in any of the Released Claims against any of the Released Persons, and further
13 covenant that they will not assign or otherwise transfer any interest in any of Named Plaintiffs'
14 Released Claims.

15 8.1.2 Named Plaintiffs represent and warrant that they have no surviving
16 claim or cause of action against any of the Released Persons with respect to any of the Released
17 Claims.

18 8.2 The Parties' Representations and Warranties. The parties, and each of them
19 on his, her, or its own behalf only, represent and warrant that they are voluntarily entering into the
20 Settlement Agreement as a result of arm's-length negotiations among their counsel, that in
21 executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and
22 knowledge, and the advice and recommendations of their own independently selected counsel,
23 concerning the nature, extent and duration of their rights and claims hereunder and regarding all
24 matters which relate in any way to the subject matter hereof; and that, except as provided herein,
25 they have not been influenced to any extent whatsoever in executing the Settlement Agreement by
26 representations, statements, or omissions pertaining to any of the foregoing matters by any Party
27 or by any person representing any party to the Settlement Agreement. Each of the Settling Parties
28 assumes the risk of mistake as to facts or law.

1 **9. RELEASES**

2 9.1 Released Claims of Named Plaintiffs and the Settlement Class. Upon the
3 Final Settlement Date, Named Plaintiffs and each member of the Settlement Class, other than
4 those Settlement Class Members who have validly opted out, shall, by operation of the final
5 Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released,
6 relinquished, and discharged the Released Persons from any and all claims, actions, causes of
7 action, suits, debts, sums of money, payments, obligations, promises, damages, penalties,
8 attorneys' fees and expenses, liens, judgments, and demands of any kind whatsoever that each
9 member of the Settlement Class may have on or before February 14, 2022 or may have had in the
10 past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims
11 or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or
12 unknown, suspected or unsuspected, whether based on federal, state, or local law, statute,
13 ordinance, regulations, contract, common law, or any other source, that were or could have been
14 alleged in the Litigation that relate, concern, arise from, or pertain in any way to the Released
15 Persons' conduct, policies, or practices concerning Convenience Fees at Issue charged by
16 Nationstar to the Settlement Classes during the applicable Class Periods outlined in Paragraph 3.1,
17 including but not limited to claims related to charges for making payments to Nationstar over the
18 phone or internet and claims or causes of action based on such charges for breach of contract,
19 breach of the implied covenant of good faith and fair dealing, unjust enrichment, violation of the
20 Rosenthal Fair Debt Collection Practices Act, violation of the California Unfair Competition Law,
21 violation of the Florida Deceptive and Unfair Trade Practices Act, and violation of the Illinois
22 Consumer Fraud Act.

23 9.2 Without in any way limiting its scope, the Release in Paragraph 9.1 covers
24 by example and without limitation, any and all claims for attorneys' fees, costs, expert fees, or
25 consultant fees, interest, or litigation fees, or any other fees, costs, and/or disbursements incurred
26 by Class Counsel, Named Plaintiffs, or any Settlement Class Members in connection with or
27 related in any manner to the Litigation, the settlement of the Litigation, the administration of such
28 Settlement, and/or the Released Claims, except to the extent otherwise specified in the Settlement

1 Agreement.

2 9.3 Named Plaintiffs and Settlement Class Members may hereafter discover
3 facts other than or different from those they knew or believe to be true with respect to the subject
4 matter of the claims released pursuant to the terms of Paragraph 9.1, but each of those individuals
5 expressly agrees that, upon entry of the Final Judgment, they shall have waived and fully, finally,
6 and forever settled and released any known or unknown, suspected or unsuspected, asserted or
7 unasserted, contingent or non-contingent, claim with respect to the claims released pursuant to
8 Paragraph 9.1, whether or not concealed or hidden, without regard to subsequent discovery of such
9 different or additional facts. Each of those individuals further agrees and acknowledges that they
10 are bound by this Agreement, including the Releases contained in this paragraph and Paragraph
11 9.1, and that all of their claims in the Litigation shall be dismissed with prejudice and released,
12 whether or not such claims are concealed or hidden, without regard to subsequent discovery of
13 different or additional facts and subsequent changes in the law. In connection with the foregoing
14 Releases, Named Plaintiffs and each Settlement Class Member shall be deemed, as of the Final
15 Settlement Date, to have waived any and all provisions, rights, benefits conferred by Section 1542
16 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or
17 equivalent to California Civil Code Section 1542, which provides that:

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

23 9.4 Upon the Final Settlement Date: (i) enforcement of the Settlement
24 Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those
25 who have validly opted out in accordance with the terms and provisions hereof; (ii) the Released
26 Persons shall not be subject to liability or expense for any of the Released Claims to any such
27 Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be
28 permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or
participating in (as class members or otherwise) any action in any jurisdiction based on any of the
Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class

1 Members who have not opted out shall be permanently barred and precluded from organizing
2 Settlement Class Members, or soliciting the participation of Settlement Class Members, for
3 purposes of pursuing any action (including by seeking to amend a pending complaint to include
4 class allegations, or seeking class certification in a pending action in any jurisdiction) based on
5 any of the Released Claims or the facts and circumstances relating thereto.

6 9.5 Nothing in the Settlement Agreement and Releases shall preclude any
7 action to enforce the terms of the Settlement Agreement, including participation in any of the
8 processes detailed therein. The Releases set forth herein are not intended to include the release of
9 any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the
10 express warranties and covenants contained herein.

11 **10. OPT-OUT RIGHTS**

12 10.1 A Settlement Class Member who wishes to opt out of the Settlement Class
13 must do so in writing. In order to opt out, a Settlement Class Member must complete and send to
14 the Settlement Administrator, at the address listed in the Class Notice and on the Settlement
15 Website for this Settlement, a Request for Exclusion that is postmarked no later than the Opt Out
16 Deadline, as specified in the Class Notice (or as the Court otherwise requires). The Request for
17 Exclusion must: (a) identify the case name; (b) identify the name and address of the Settlement
18 Class Member; (c) be personally signed by the Settlement Class Member requesting exclusion;
19 and (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the
20 Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in the
21 Class Action.” Mass or class opt outs and electronic or facsimile signatures shall not be allowed.

22 10.2 Any Settlement Class Member who properly opts out of the Settlement
23 Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled
24 to relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement; or
25 (d) be entitled to object to any aspect of the Settlement.

26 10.3 If the number of Settlement Class Members who properly and timely
27 exercise their right to opt out of the Settlement Class exceeds five percent (5%) of the total
28 number of Settlement Class Members, Defendants shall have the right, at their sole discretion, to

1 terminate this Agreement without penalty or sanction by providing written notice of the election to
2 do so to all other parties hereto within ten (10) days after learning from the Settlement
3 Administrator that the number of valid opt outs exceeds five percent (5%) of the total Settlement
4 Class Members. If Defendants elect this option, the Settlement Class shall be decertified without
5 prejudice to Defendants' right to oppose any later attempt to certify a class, and the rights of all
6 parties will for all purposes revert to their status as of January 24, 2022.

7 10.4 Exclusion Applies to All Borrowers. Any timely written request for
8 exclusion submitted by any co-borrower or joint borrower will have the effect of excluding all
9 other co-borrowers or joint borrowers in that loan, none of whom thereafter will be treated as
10 Settlement Class Members.

11 10.5 Except for those Settlement Class Members who timely and properly file a
12 Request for Exclusion in accordance with Section 10, all other Settlement Class Members will be
13 deemed to be Settlement Class Members for all purposes under the Agreement, and upon the Final
14 Settlement Date, will be bound by its terms.

15 **11. OBJECTIONS**

16 11.1 Overview. Any potential Settlement Class Member who does not opt out of
17 the Settlement may comment upon or object to the Settlement or any of its terms. A Settlement
18 Class Member who submits a Request for Exclusion shall not be entitled to object to the
19 Settlement. If a Settlement Class Member submits both a Request for Exclusion and an objection,
20 the Request for Exclusion shall control and the objection shall be deemed invalid.

21 11.2 Process. Any Settlement Class Member who wishes to object to the
22 Settlement must do so in writing. Any papers submitted in support of said objection shall be
23 considered by the Court at the Final Approval Hearing, only if the Person making an objection
24 shall, on or before the Objection Deadline approved by the Court and specified in the Notice, file
25 notice of their intention to do so and at the same time (a) file copies of such papers they propose to
26 submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers
27 through the Court's CM/ECF system if the objection is from a Settlement Class Member
28 represented by counsel, who must also file an appearance, and (c) send copies of such papers via

1 mail, hand, or overnight delivery service to both Class Counsel and Defendants' Counsel.

2 11.3 Any papers submitted in support of a Settlement Class Member's objection
3 must set forth: (1) the objecting Settlement Class Member's full name, current address, and
4 telephone number; (2) the last four digits of their loan number; (3) a statement of the position the
5 objector wishes to assert, including the factual and legal grounds for the position; (4) the identity
6 of any witnesses that the objector may call in connection with their objection and a summary of
7 their testimony; (5) the name(s) of any attorney(s) representing the objector; (6) copies of all
8 documents that the objector wishes to submit in support of their position; and (7) a statement
9 whether the objection applies only to the objector, to a specific subset of the class, or to the entire
10 class.

11 11.4 Subject to Court approval, any objecting Settlement Class Member may
12 appear at the Final Approval Hearing, in person or through counsel, to show cause why the
13 proposed Settlement should not be approved. Any Settlement Class Member who fails to timely
14 file a written objection with the Court and notice of their intent to appear at the Final Approval
15 Hearing in accordance with the terms of this Paragraph and as detailed in the Class Notice, and at
16 the same time provide copies to designated counsel for the parties, shall not be permitted to object
17 to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking
18 any review of this Settlement Agreement by appeal or other means and shall be deemed to have
19 waived their objections and be forever barred from making any such objections in the Litigation or
20 any other action or proceeding.

21 11.5 Responding to Objections. Named Plaintiffs, Class Counsel, and/or
22 Defendants or Defendants' Counsel may file responses to any timely written objection(s) no later
23 than seven (7) days before the date of the Final Approval Hearing.

24 **12. SETTLEMENT APPROVAL**

25 12.1 Within thirty (30) days of this Agreement's date, Named Plaintiffs shall
26 apply to the Court for entry of the proposed Preliminary Approval Order and setting of a Final
27 Approval Hearing.

28 12.2 Named Plaintiffs shall move for and brief the issue of Final Approval of the

1 Settlement in accordance with the Preliminary Approval Order or such other or further order of the
2 Court.

3 12.3 At the Final Approval Hearing, Named Plaintiffs shall move for entry of the
4 proposed Judgment and present arguments in support thereof.

5 12.4 Named Plaintiffs, on behalf of themselves and the Settlement Class, consent
6 to dismissal of the Litigation with prejudice upon entry of the Judgment and in accordance with
7 the terms of the Agreement.

8 12.5 If the Settlement is not granted final approval, or this Agreement is
9 otherwise terminated or rendered null and void, the certification of the Settlement Classes shall be
10 automatically vacated and shall not constitute evidence or a binding determination that the
11 requirements for certification of a class for trial purposes in this or any other action can be or have
12 been satisfied; in such circumstances, the rights of all parties will for all purposes revert to their
13 status as of January 24, 2022, and Defendants reserve all rights to challenge certification of the
14 Settlement Classes or any other class for trial purposes in the Litigation, or in any other action, on
15 all available grounds as if no Settlement Class had been certified.

16 **13. ATTORNEYS' FEES, EXPENSES, AND NAMED PLAINTIFFS' SERVICE**
17 **AWARD**

18 13.1 Defendants have agreed that Class Counsel shall be entitled to an award of
19 reasonable attorneys' fees and expenses in an amount to be determined by the Court and paid from
20 the Settlement Fund. Should the Court award less than the amount sought by Class Counsel, the
21 difference in the amount sought and the amount ultimately awarded pursuant to this Paragraph
22 shall remain in the Settlement Fund to be distributed to Settlement Class Members.

23 13.2 Named Plaintiffs and Class Counsel agree that the amount of Attorneys'
24 Fees and Expenses awarded by the Court shall compensate them for all legal work in the
25 Litigation up to and including the Final Settlement Date, including any appeal of the Judgment, as
26 well as for all legal work and costs that may be incurred in the Litigation after the Final Settlement
27 Date. This Settlement is not conditioned upon the Court awarding the amounts sought by Class
28 Counsel as an award of Attorneys' Fees and Expenses. In the event the Court awards Class

1 Counsel less than the amount of Attorneys' Fees and Expenses requested by Class Counsel, this
2 Settlement Agreement shall nonetheless remain in full force and effect.

3 13.3 Class Counsel shall be paid the Attorneys' Fees and Expenses awarded by
4 the Court from the Settlement Fund within seven (7) days after the Final Settlement Date.
5 Payment of the Attorneys' Fees and Expenses shall be made via wire transfer to an account
6 designated by Class Counsel after providing necessary information for electronic transfer. If for
7 any reason the final Judgment does not become Final within the meaning of Paragraph 2.15 (i.e.,
8 the Final Settlement Date does not occur), the Settlement Administrator shall not disburse the
9 Attorneys' Fees and Expenses to Class Counsel.

10 13.4 In addition to the relief otherwise due to Settlement Class Members,
11 Defendants agree Named Plaintiffs may seek reasonable Service Awards in an amount determined
12 by the Court that shall be paid from the Settlement Fund. This Settlement is not conditioned upon
13 the Court awarding the amounts sought by Named Plaintiffs as Service Awards. Should the Court
14 award less than the amount sought, the difference in the amount sought and the amount ultimately
15 awarded pursuant to this Paragraph shall remain in the Settlement Fund to be distributed to
16 Settlement Class Members.

17 13.5 Named Plaintiffs shall be paid Service Awards, as determined by the Court,
18 from the Settlement Fund within seven (7) days after the Final Settlement Date. Payment of the
19 Service Awards shall be made via check to Named Plaintiffs, such check to be sent in the care of
20 Class Counsel.

21 **14. CONFIDENTIALITY; COMMUNICATIONS TO MEDIA AND PUBLIC**

22 14.1 The Settling Parties agree that the terms of this Settlement shall remain
23 confidential and not be disclosed by any party, except for the purpose of retaining the Settlement
24 Administrator, until the Settlement Agreement is filed in connection with Named Plaintiffs'
25 Preliminary Approval Application.

26 14.2 The Settling Parties agree further that after Preliminary Approval of the
27 Settlement, any press release or a release on the internet concerning the Settlement shall be limited
28 to a statement in support of the Settlement that correctly conveys the terms of the Settlement,

1 including that Defendants have denied all of the wrongdoing alleged in the Action.

2 14.3 The Settling Parties agree that both before and after Preliminary Approval,
3 if any print or electronic media outlet contacts any party or its counsel seeking information or a
4 statement regarding the Settlement, in the absence of a response agreed upon by all Settling
5 Parties, any response to such inquiries will be in support of the Settlement and only contain
6 information that appears as part of the public record.

7 14.4 Nothing in this agreement shall prevent Class Counsel from maintaining a
8 case page on their websites concerning the Litigation that contains publicly available information
9 and publicly filed documents, such as the Complaint and other publicly filed documents.

10 **15. TERMINATION AND EFFECT THEREOF**

11 15.1 This Agreement shall be terminable by any Party if any of the conditions of
12 Section 3 are not fully satisfied, or by Defendants if the conditions of Section 10.3 occur regarding
13 the number of Opt-Outs, unless they are waived in writing signed by authorized representatives of
14 the Settling Parties.

15 15.2 This Agreement shall be terminable at the discretion of any Settling Party
16 if: (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of
17 this Agreement that is material, including without limitation, the terms or relief, the findings or
18 conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement
19 Class, and/or the terms of the Releases; (2) the Court, or any appellate court(s), does not enter or
20 completely affirm, or alters, or restricts, or expands, any portion of the final Judgment, or any of
21 the district court's findings of fact or conclusions of law that is material; or (3) if all of the
22 conditions required to be met before the Final Settlement Date do not occur.

23 15.3 If this Agreement is terminated as provided herein, the Settlement shall be
24 null and void from its inception and the Settling Parties will be restored to their respective
25 positions in the Litigation as of January 24, 2022. In such event, the terms and provisions of this
26 Agreement will have no further force and effect with respect to the Settling Parties and will not be
27 used in the Litigation, or in any other proceeding for any purpose, and any Judgment or order
28 entered by the Court in accordance with the terms of this Agreement will be treated as vacated,

1 *nunc pro tunc.*

2 **16. MISCELLANEOUS PROVISIONS**

3 16.1 The Settling Parties acknowledge that it is their intent to consummate this
4 Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and
5 implement all terms and conditions of this Agreement and to exercise their best efforts to
6 accomplish the foregoing terms and conditions of this Agreement.

7 16.2 By signing this Settlement Agreement, the parties agree not to serve any
8 discovery, other than reasonable confirmatory discovery related to the Convenience Fees at Issue,
9 or proceed with any motion after the date of this Settlement Agreement, except for motions related
10 to the approval or implementation of the Settlement, unless the parties are ordered to do so by the
11 Court or the Final Approval Order and Judgment is not entered and this Settlement becomes void.

12 16.3 The Settling Parties intend the Settlement to be a final and complete
13 resolution of all disputes between them with respect to the Litigation. The Settlement
14 compromises claims that are contested and will not be deemed an admission by any Settling Party
15 as to the merits of any claim or defense. The Settling Parties agree that the consideration provided
16 to the Settlement Class and the other terms of the Settlement were negotiated in good faith and at
17 arm's length by the Settling Parties and reflect a Settlement that was reached voluntarily after
18 consultation with competent legal counsel. The amounts paid are to compromise the claimants'
19 claims for damages and the amounts paid represent the claimants' compensation for such alleged
20 damages.

21 16.4 Neither this Agreement nor the Settlement, nor any act performed or
22 document executed pursuant to or in furtherance of this Agreement or the Settlement is or may be
23 deemed to be or may be used as an admission or evidence of the validity of any Released Claims,
24 or of any wrongdoing or liability of any Released Persons; or is or may be deemed to be or may be
25 used as an admission of, or evidence of, any fault, omission, wrongdoing, or liability of any
26 Released Persons in any civil, criminal, or administrative proceeding in any court, administrative
27 agency, or other tribunal. Defendants may file this Agreement and/or the Judgment in any action
28 that may be brought against it in order to support any defense or counterclaim, including, without

1 limitation, those based on principles of *res judicata*, collateral estoppel, release, good faith
2 settlement, judgment bar or reduction, or any other theory of claim preclusion, issue preclusion, or
3 similar defense or counterclaim.

4 16.5 All agreements made and orders entered during the course of the Litigation
5 relating to the confidentiality of information will survive this Agreement.

6 16.6 This Agreement may be amended or modified only by a written instrument
7 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8 16.7 This Agreement constitutes the entire agreement among the Settling Parties,
9 and no representations, warranties, or inducements have been made to any Party concerning this
10 Agreement other than the representations, warranties, and covenants covered and memorialized
11 herein. Except as otherwise provided herein, the Settling Parties will bear their own respective
12 costs.

13 16.8 Class Counsel, on behalf of the Settlement Class, are expressly authorized
14 by Named Plaintiffs to take all appropriate action required or permitted to be taken by the
15 Settlement Class pursuant to this Agreement to effectuate its terms, and are expressly authorized
16 to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class
17 that Class Counsel deem appropriate.

18 16.9 This Agreement may be executed in one or more counterparts. All executed
19 counterparts and each of them will be deemed to be one and the same instrument. Facsimile
20 signatures, electronic signatures, or signatures sent via e-mail shall be treated as original
21 signatures and shall be binding. A complete set of counterparts will be submitted to the Court.

22 16.10 This Agreement will be binding upon, and inure to the benefit of, the
23 successors and assigns of the Settling Parties.

24 16.11 The Court will retain jurisdiction with respect to implementation and
25 enforcement of the terms of this Agreement, and all Settling Parties hereto submit to the
26 jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

27 16.12 None of the Settling Parties, or their respective counsel, will be deemed the
28 drafter of this Agreement for purposes of construing the provisions thereof. The language in all

1 parts of this Agreement will be interpreted according to its fair meaning, and will not be
2 interpreted for or against any Settling Party as the drafter thereof.

3 16.13 The Settling Parties stipulate to stay all proceedings in the Litigation until
4 the approval of this Agreement has been finally determined, except the stay of proceedings shall
5 not prevent the filing of any motions, affidavits, and other matters necessary to obtain and
6 preserve final judicial approval of this Agreement.

7 16.14 Except as to a single copy for law firm record-keeping purposes or agreed
8 by the parties in writing, within thirty (30) days after the Final Settlement Date, the parties shall
9 destroy all electronically stored information, testimony, or other information produced in the
10 Litigation, including the mediation for the Litigation.

11 16.15 The Settlement shall be governed by the laws of the State of California and
12 applicable federal law.

13 16.16 The following principles of interpretation apply to the Agreement: (a) the
14 plural of any defined term includes the singular, and the singular of any defined term includes the
15 plural, as the case may be; (b) references to a person are also to the person's successor-in-interest;
16 and (c) whenever the words "include," "includes," or "including" are used in the Agreement, they
17 shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

18 16.17 The Settlement Agreement shall not be subject to collateral attack by any
19 Settlement Class Member or any recipient of the notices of the Settlement Class after the
20 Judgment is entered.

21 16.18 Headings, captions, and numbers have been set forth in this Agreement for
22 convenience only and are not to be used in construing the Settlement Agreement.

23 **17. NOTICES**

24 17.1 All Notices (other than the Class Notice) required by the Agreement shall
25 be made in writing and communicated by email and mail to the following addresses:

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

27 Laura R. Gerber
28 KELLER ROHRBACK L.L.P.

1 1201 Third Avenue, Suite 3200
2 Seattle, WA 98101-3052
3 (206) 623-1900
4 Fax (206) 623-3384

5 and

6 Thomas E. Loeser
7 HAGENS BERMAN SOBOL SHAPIRO L.L.P.
8 1301 Second Avenue, Suite 2000
9 Seattle, WA 98101
10 (206) 623-7292
11 Fax (206) 623-0594

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

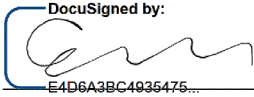
13 Mark D. Lonergan
14 Mary Kate Sullivan
15 Erik Kemp
16 Severson & Werson, A Professional Corporation
17 One Embarcadero Center, Suite 2600
18 San Francisco, CA 94111
19 Telephone: (415) 398-3344;
20 Facsimile: (415) 956-0439
21 *Counsel for Defendant Nationstar Mortgage LLC*

22 17.2 The notice recipients and addresses designated above may be changed by
23 written agreement of the Settling Parties.

24 17.3 Each of the Settling Parties agrees to promptly provide, upon the other's
25 request, copies of objections, Requests for Exclusion, or other similar documents received from
26 Settlement Class Members in response to the Settlement Class Notice.

27 IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement
28 on the dates set forth below.

Dated: 3/29/2022 _____

By:  _____
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Eugenio Contreras
Plaintiff and Class Representative

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Dated: 3/29/2022

DocuSigned by:
Rosa Contreras
D08421AAD9D14DD

Rosa Contreras
Plaintiff and Class Representative

Dated: _____

By: _____

Sherlie Charlot
Plaintiff and Class Representative

Dated: _____

By: _____

Jennie Miller
Plaintiff and Class Representative

Dated: _____

By: _____

Name: _____

Title: _____

Nationstar Mortgage LLC

Dated: _____

By: _____

Name: _____

Title: _____

Solutionstar Holdings LLC n/k/a Xome Holdings LLC

Dated: _____

By: _____

Name: _____

Title: _____

Solutionstar Field Services LLC

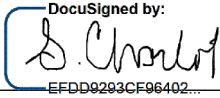
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Dated: _____

By: _____

Rosa Contreras
Plaintiff and Class Representative

Dated: March 29, 2022

By: 

Sherlie Charlot
Plaintiff and Class Representative

Dated: _____

By: _____

Jennie Miller
Plaintiff and Class Representative

Dated: _____

By: _____

Name: _____

Title: _____

Nationstar Mortgage LLC

Dated: _____

By: _____

Name: _____

Title: _____

Solutionstar Holdings LLC n/k/a Xome Holdings LLC

Dated: _____

By: _____

Name: _____

Title: _____

Solutionstar Field Services LLC

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Dated: _____

By: _____

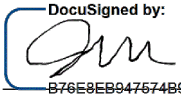
Rosa Contreras
Plaintiff and Class Representative

Dated: _____

By: _____

Sherlie Charlot
Plaintiff and Class Representative

Dated: March 30, 2022

By:  _____
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Jennie Miller
Plaintiff and Class Representative

Dated: _____

By: _____

Name: _____

Title: _____

Nationstar Mortgage LLC

Dated: _____

By: _____

Name: _____

Title: _____

Solutionstar Holdings LLC n/k/a Xome Holdings LLC

Dated: _____

By: _____

Name: _____

Title: _____

Solutionstar Field Services LLC

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Dated: _____

By: _____

Rosa Contreras
Plaintiff and Class Representative

Dated: _____

By: _____


Sherlie Charlot
Plaintiff and Class Representative

Dated: _____

By: _____

Jennie Miller
Plaintiff and Class Representative

Dated: 3/30/2022


By: 

Name: SR. PRINCIPAL - LITIGATION

Title: ADAM BLUNT

Nationstar Mortgage LLC

Dated: 3/30/2022

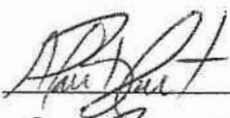
By: 

Name: ADAM BLUNT

Title: SR. PRINCIPAL - LITIGATION

Solutionstar Holdings LLC n/k/a Xome Holdings LLC

Dated: 3/30/2022

By: 

Name: ADAM BLUNT

Title: SR. PRINCIPAL - LITIGATION

Solutionstar Field Services LLC

1 Approved as to form by:

2

3 March 30, 2022
4 _____, 2022

DocuSigned by:

68872065F9054E2...

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

8 Attorneys for Plaintiffs Eugenio and Rosa Contreras,
9 Sherlie Charlot, and Jennie Miller and the Settlement
10 Classes

11

12 _____, 2022

13 Thomas E. Loeser
14 HAGENS BERMAN SOBOL SHAPIRO L.L.P.
15 1301 Second Avenue, Suite 2000
16 Seattle, WA 98101
(206) 623-7292
Fax (206) 623-0594

17 Attorneys for Plaintiffs Eugenio and Rosa Contreras,
18 Sherlie Charlot, and Jennie Miller and the Settlement
19 Classes

20

21 _____, 2022

22 Mary Kate Sullivan
23 SEVERSON & WERSON, P.C.
24 One Embarcadero Center, Suite 2600
25 San Francisco, California 94111
Phone (415) 398-3344
Fax (415) 956-0439

26 Attorneys for Defendants
27 Nationstar Mortgage LLC, Solutionstar Holdings
28 LLC, and Solutionstar Field Services LLC

4890-1449-5001, v. 5

1 Approved as to form by:

2

3

4 _____, 2022

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

Attorneys for Plaintiffs Eugenio and Rosa Contreras,
Sherlie Charlot, and Jennie Miller and the Settlement
Classes

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11

12 3/30 _____, 2022



Thomas E. Loeser
HAGENS BERMAN SOBOL SHAPIRO L.L.P.
1301 Second Avenue, Suite 2000
Seattle, WA 98101
(206) 623-7292
Fax (206) 623-0594

Attorneys for Plaintiffs Eugenio and Rosa Contreras,
Sherlie Charlot, and Jennie Miller and the Settlement
Classes

19

20

21 _____, 2022

Mary Kate Sullivan
SEVERSON & WERSON, P.C.
One Embarcadero Center, Suite 2600
San Francisco, California 94111
Phone (415) 398-3344
Fax (415) 956-0439

Attorneys for Defendants
Nationstar Mortgage LLC, Solutionstar Holdings
LLC, and Solutionstar Field Services LLC

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4890-1449-5001, v. 5

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1 Approved as to form by:

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_____, 2022

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

Attorneys for Plaintiffs Eugenio and Rosa Contreras,
Sherlie Charlot, and Jennie Miller and the Settlement
Classes

_____, 2022

Thomas E. Loeser
HAGENS BERMAN SOBOL SHAPIRO L.L.P.
1301 Second Avenue, Suite 2000
Seattle, WA 98101
(206) 623-7292
Fax (206) 623-0594

Attorneys for Plaintiffs Eugenio and Rosa Contreras,
Sherlie Charlot, and Jennie Miller and the Settlement
Classes

Mary Kate Sullivan, 2022



Mary Kate Sullivan
SEVERSON & WERSON, P.C.
One Embarcadero Center, Suite 2600
San Francisco, California 94111
Phone (415) 398-3344
Fax (415) 956-0439

Attorneys for Defendants
Nationstar Mortgage LLC, Solutionstar Holdings
LLC, and Solutionstar Field Services LLC

4890-1449-5001, v. 5

EXHIBIT 2



Mary Kate Sullivan
Attorney
Direct Line: (415) 677-5607
mks@severson.com

595 Market Street, Suite 2600
San Francisco, CA 94105
Telephone: (415) 398-3344
Facsimile: (415) 956-0439

May 9, 2022

Via Certified Mail

Attorney General of the United States -
Merrick Garland - US Department of
Justice/950 Pennsylvania Avenue,
NW/Washington, DC 20530-0001

State Attorney General of CA
Rob Bonta, Office of the Attorney General
1300 "I" Street
Sacramento, CA 95814-2919

State Attorney General of Florida
Ashley Moody, Office of the Attorney
General
State of Florida
PL-01 The Capitol
Tallahassee, FL 32399-1050CA

State Attorney General of Illinois
Kwame Raoul
Chicago Main Office
100 West Randolph Street
Chicago, IL 60601

Re: ***CAFA - Notice to Federal and State Officials of Proposed Settlement in:***
Case Caption: *Contreras et al. v. Nationstar Mortgage LLC, et al.*
Civil Action No.: United States District Court for the Eastern District of
California, Case No. 2:16-cv-00302-MCE-EFB

Dear Sir or Madam:

Our firm represents Nationstar Mortgage, LLC (“Nationstar”), Solutionstar Holdings LLC, and Solutionstar Field Services LLC (collectively “Defendants”) in the above-referenced lawsuit (“Contreras”). Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1711, et seq. (“CAFA”), I am writing to notify you that the parties in the Contreras action recently

Attorneys General
U.S., CA, FL and IL
May 9, 2022
Page 2

reached a proposed class settlement of the remaining claims in the case, and that the plaintiffs filed that proposed settlement with the United States District Court for the Eastern District of California on April 29, 2022, as part of their effort to obtain preliminary approval of that settlement. The purpose of this notice is to provide you with information regarding the litigation, the settlement, the proposed notice program, the class members and the procedural position of the case. Please be advised as follows:

1. **The Plaintiffs' complaints (28 U.S.C. § 1615(b)(1)).** Enclosed find copies of the following complaints which have been filed during the course of the Contreras litigation: (a) "Class Action Complaint" filed in the United States District Court for the Eastern District of California on February 12, 2016 (saved as "Exhibit A"); (b) "Amended Class Action Complaint" filed in the United States District Court for the Eastern District of California on August 30, 2017 (saved as "Exhibit B"); (c) "Second Amended Class Action Complaint" filed in the United States District Court for the Eastern District of California on September 24, 2018 (saved as "Exhibit C"); and (d) "Third Amended Class Action Complaint" filed in the United States District Court for the Eastern District of California on May 6, 2020 (saved as "Exhibit D"); .

2. Although not specifically required by CAFA, enclosed find a copy of the plaintiffs' motion for preliminary approval of the settlement, filed on April 29, 2022, together with their memorandum in support of that motion and the supporting declaration of Laura R. Gerber and Thomas E. Loeser, plaintiffs' counsel. The motion, memorandum and declaration are attached as "Exhibit E".

3. **The parties' proposed settlement agreement (28 U.S.C. § 1715(b)(4)).** A copy of the parties' proposed settlement agreement, is attached as Exhibit 1 to the Joint Declaration of Thomas E. Loeser and Laura R. Gerber in support of the motion for preliminary approval (Exhibit E).

4. **Notice of any scheduled judicial hearing in the class action (28 U.S.C. § 1715(b)(2)).** As of the date of this letter, the Court has not yet scheduled any hearing with respect to plaintiffs' motion for preliminary approval.

5. **The proposed notice to the settlement class members (28 U.S.C. § 1715(b)(3)).** A copy of the proposed forms of notice to be provided to the settlement class members are attached as Exhibits 2 through 4 to the Joint Declaration of Thomas E. Loeser and Laura R. Gerber in support of the motion for preliminary approval (Exhibit E). The proposed forms of the notice inform settlement class members of their right to "opt out" of the settlement class, and describes the procedures and deadlines for doing so.

6. **Any settlement or other agreement contemporaneously made between class counsel and counsel for the defendants (28 U.S.C. § 1715(b)(5)).** The parties' settlement

Attorneys General
U.S., CA, FL and IL
May 9, 2022
Page 3

agreement, along with all of its attachments and exhibits, memorializes the entirety of the agreements and compromises between them and their respective counsel regarding the Contreras lawsuit. There are no contemporaneous agreements between plaintiff's counsel and counsel for Defendants other than what is contained in the parties' proposed settlement itself.

7. **Any written judicial opinion relating to the parties' settlement and the class notice (28 U.S.C. § 1715(b)(8)).** As of the date of this letter, no opinion or decision has been entered by the Court with respect to the settlement, plaintiffs' motion for preliminary approval of it, or the proposed forms of notice to the settlement class members. However, plaintiffs have sought entry of an "Order Granting Preliminary Approval of Class Action Settlement." That proposed order is attached as Exhibit 7 to the Joint Declaration of Thomas E. Loeser and Laura R. Gerber in support of the motion for preliminary approval (Exhibit E).

8. **Any final judgment or notice of dismissal (28 U.S.C. § 1715(b)(6)).** The Court has yet to schedule a preliminary approval hearing, or set a date for the final approval hearing. At this time, the Court has not entered any final judgment or notice of dismissal. However, plaintiffs will seek entry of a "Final Approval Order and Judgment." That proposed order and judgment is attached as Exhibit 8 to the Joint Declaration of Thomas E. Loeser and Laura R. Gerber in support of the motion for preliminary approval (Exhibit E).

9. **Data regarding the proposed settlement class (28 U.S.C. § 1715(b)(7)).** The Contreras settlement seeks to resolve claims arising from alleged violations of California's, Illinois', and Florida's unfair business practices acts, alleging that Nationstar collected "pay-to-pay" fees from borrowers in connection with certain payments on residential mortgage loans that were not properly disclosed and were otherwise improper under applicable law. There are approximately 369,000 loans on which Nationstar collected such fees. CDs containing class member names are enclosed (one each for the State Attorneys General and three for the U.S. Attorney General).

The Contreras settlement offers relief in the form of a payment to the Settlement Administrator of eight million, six-hundred thousand dollars (\$8,600,000) (see Sections 2.39 and 4.1 of the proposed settlement agreement). Settlement administration fees, service awards to named plaintiffs and attorneys' fees will be paid out of the settlement payment described above (see Sections 4.3, 5.1, 13.1 and 13.4 of the proposed settlement agreement).

Settlement class members will be paid a pro rata portion of the Settlement Fund, based on the convenience fees paid by that settlement class member. The estimated amount to be distributed to each settlement class member, and the proportionate share of the claims of such settlement class members to the entire settlement, however, cannot be determined with certainty until the court has ruled on class counsel's motion for fees, expenses, and service awards to the named plaintiffs, and the final costs of administration are known. Amounts recovered by

Attorneys General
U.S., CA, FL and IL
May 9, 2022
Page 4

individual settlement class members may vary depending on class counsel's approved fees, costs of administration, and the number of settlement checks actually cashed during the administration of the settlement.

Pursuant to 28 U.S.C. § 1715(b)(7), and based upon the information available at this time, we have enclosed a list of persons believed to be class members organized by state of residence. While it is not feasible at this time to provide those class members' individual proportionate shares of the settlement, the following is a list of the estimated number of settlement class member loans by state and proportional share of the claims of the proposed settlement class members to the entire settlement amount:

State	Class member loans/borrowers	Proportional Share
California	189,617 loans/277,751 borrowers	51%
Florida	123,574 loans/168,462 borrowers	33%
Illinois	55,657 loans/77,726 borrowers	16%

If you have any questions about this notice, the lawsuit, or the enclosed materials, please feel free to contact me.

Very truly yours,



Mary Kate Sullivan

MKS
Enclosures
cc: Plaintiffs' counsel Laura Gerber via e-mail w/o attachments

EXHIBIT 3

UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF CALIFORNIA

Contreras v. Nationstar Mortgage LLC, Case No. 2:16-cv-00302-MCE-EFB

IF YOU PAID A CONVENIENCE FEE WHEN MAKING A MORTGAGE PAYMENT TO NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

*A Federal Court authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.*

A Settlement has been reached in a class action lawsuit claiming that Nationstar Mortgage LLC, a residential mortgage servicing company, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, “Nationstar” or “Defendants”), charged pay-to-pay fees (hereafter, “Convenience Fees”) that were not properly disclosed or permitted under applicable law to borrowers who reside in California, Florida, or Illinois and made their residential mortgage payments online or over the phone.

Subject to certain exceptions described below, you are a Settlement Class Member if you are or were:

- a resident of California or Florida who was charged Convenience Fees at Issue for making over-the-phone or online mortgage payments to Nationstar from February 1, 2012 to February 14, 2022, or;
- a resident of Illinois who was charged Convenience Fees at Issue for making over-the-phone or online mortgage payments to Nationstar from February 1, 2013 to February 14, 2022 (collectively, “Class Periods”).

Persons included in the Settlement may be eligible to receive a share of the Settlement Fund based on the amount of Convenience Fees at Issue they paid.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY.
THE SETTLEMENT WILL AFFECT YOUR RIGHTS IF YOU ARE PART OF
THE SETTLEMENT CLASS.**

**YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT HAVE TO
APPEAR IN COURT AND YOU DO NOT HAVE TO HIRE AN ATTORNEY.**

**IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU NEED NOT DO
ANYTHING. IF YOU DISAPPROVE OF THIS SETTLEMENT, YOU MAY
OBJECT TO THE SETTLEMENT OR EXCLUDE YOURSELF PURSUANT TO
THE PROCEDURES DESCRIBED BELOW.**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
RECEIVE A SETTLEMENT PAYMENT	If you are a Settlement Class Member, you may automatically receive a settlement payment based on the amount of Convenience Fees you paid to Nationstar.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue Nationstar about the claims in this Litigation.
OBJECT	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

- Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this Litigation still has to decide whether to approve the Settlement. Payments will be distributed to all qualifying Settlement Class Members who do not submit a Request for Exclusion, only if the Court approves the Settlement and after potential appeals are resolved.

BASIC INFORMATION

1. Why was this notice issued?

A Federal 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.

The Honorable Morrison C. England, Jr. of the United States District Court for the Eastern District of California is overseeing this case. The case is called *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB. The persons who have filed suit, Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller, are called the Named Plaintiffs. Defendants are Nationstar Mortgage LLC, a mortgage loan servicing company, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, “Nationstar” or “Defendants”).

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Named Plaintiffs Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit alleges that Nationstar violated the: Rosenthal Fair Debt Collection Practices Act; California Unfair Competition Law; Florida Deceptive and Unfair Trade Practices Act; and Illinois Consumer Fraud Act and committed other wrongful conduct by charging Convenience Fees to borrowers paying their mortgage payments online or over the phone. Nationstar denies it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the Litigation to avoid the uncertainties and expenses associated with ongoing Litigation.

4. Why is there a Settlement?

The Court has not decided whether Plaintiffs or Defendants should win this Litigation. Instead, both sides agreed to the Settlement. That way, they avoid the uncertainties and expenses associated with continuing the Litigation, and Settlement Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Classes?

The Court decided that everyone who fits the following description are members of the **Settlement Classes**:

(1) residents of California or Florida who were charged Convenience Fees at Issue for making over-the-phone or online payments to Nationstar on a residential mortgage from February 1, 2012 to February 14, 2022; and

(2) residents of Illinois who were charged Convenience Fees at Issue for making over-the-phone or online payments to Nationstar on a residential mortgage from February 1, 2013 to February 14, 2022 (collectively, "Class Periods").

The term "Convenience Fee at Issue" means all Convenience Fees paid by Settlement Class Members during the Class Periods, but it excludes certain fees paid by members of the settlement classes in *Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ (W.D. Wash.). If you were a member of the *Garcia* settlement class, the Convenience Fees at Issue do not include Convenience Fees paid by members of the *Garcia* nationwide class between November 17, 2014 and May 25, 2018, and Convenience Fees paid by members of the *Garcia* Washington class between November 17, 2011 and May 25, 2018.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants will create a Settlement Fund totaling \$8,600,000. If you are entitled to relief under the Settlement, the Settlement Administrator will determine the pro rata

portion of the Settlement Fund, based on the percentage of the Convenience Fees at Issue that you paid as determined by Nationstar's records, after accounting for Notice and administrative costs, any Service Awards to Named Plaintiffs as class representatives, and any award of attorneys' fees and expenses to Class Counsel. (*See* Question 13 for additional information about attorneys' fees and expenses).

A detailed description of the Settlement benefits can be found in the [Settlement Agreement](#).

7. How much will my payment be?

If the Settlement is approved, Settlement Class Members will receive a proportionate share of the Settlement Fund. The Settlement Administrator will determine the pro rata portion of the Settlement Fund, based on the percentage of the Convenience Fees at Issue paid by the Settlement Class Members as determined by Nationstar's records, after accounting for Notice and administrative costs, any Service Awards to Named Plaintiffs as class representatives, and any award of attorneys' fees and expenses to Class Counsel. (*See* Question 5 for the definition of "Convenience Fees at Issue.")

8. When will I get my payment?

The Final Approval Hearing to consider the fairness of the Settlement is scheduled for **November 10, 2022**. If the Court approves the Settlement, eligible Settlement Class Members will receive their payment within fifteen (15) days of the Final Approval Order (*see* Question 19) either electronically or in the form of a paper check. All checks will expire and become void one hundred and eighty (180) days after they are issued.

HOW TO GET BENEFITS

9. How do I get a payment?

If you are an eligible Settlement Class Member, you will automatically receive a payment if the Settlement is approved. If you received email notice, payments will automatically be sent to your email address of record. If you received a copy of the Notice in the mail and do not provide a valid email address to the Settlement Administrator, the Settlement Administrator will send to the same mailing address instructions for obtaining your payment. Please update your email address if you would prefer to receive further information at a different address or update your mailing address if you move. When you receive the email notifying you of your Settlement payment, you will be provided with several digital payment options. For many, a digital payment is the easiest and quickest option to receive your money. You will also have the opportunity to request that a check be mailed to you by the Settlement Administrator.

REMAINING IN THE SETTLEMENT

10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Nationstar for the claims being resolved by this Settlement related to the Convenience Fees. The specific claims you are giving up against Nationstar are described in the [Settlement Agreement](#). You will be “releasing” Nationstar as described in Section 9 of the [Settlement Agreement](#). Unless you exclude yourself (*see* Question 14), you are “releasing” the claims.

The Settlement Agreement describes the released claims with specific descriptions, so please read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

11. What happens if I do nothing at all?

If you do nothing, you may still receive a payment through the Settlement if it is approved by the Court. But, unless you submit a Request for Exclusion (*see* Question 14), you will not be able to start a lawsuit or be part of any other lawsuit against Nationstar for the claims being resolved by this Settlement.

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in the Litigation?

The Court has appointed Keller Rohrback L.L.P. and Hagens Berman Sobol Shapiro L.L.P. (“Class Counsel”) to be the attorneys representing the Settlement Class. Class Counsel believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this Litigation, you may hire one at your own expense.

13. How will the lawyers be paid?

Nationstar has agreed to pay reasonable Class Counsel attorneys’ fees and expenses in an amount to be determined by the Court. The fee petition will seek no more than 25% of the Settlement Fund, plus reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Class Counsel will file their motion for attorney’s fees and expenses no later than September 6, 2022, and a copy of the motion will be available at www.MortgageConvenienceFeeSettlement.com.

Subject to approval by the Court, the Named Plaintiffs will be paid a Service Award in a reasonable amount to be determined by the Court to compensate them for the time and effort that they expended to achieve this Settlement. This will be paid from the Settlement.

EXCLUDING YOURSELF FROM THE SETTLEMENT

14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (“Request for Exclusion”) to the Settlement Administrator stating that you want to be excluded from the settlement in *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB. Your Request for Exclusion must: (1) identify the case name; (2) identify your name and current address; (3) be personally signed by you (no electronic or facsimile signatures); and (4) contain a statement that indicates a desire to be excluded from the Settlement Class in the Litigation. You must mail or deliver your Request for Exclusion letter no later **than October 7, 2022** to:

Mortgage Convenience Fee Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

15. If I do not exclude myself, can I sue Nationstar for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Nationstar for the claims being resolved by this Settlement. You must exclude yourself from this Settlement Class in order to pursue your own lawsuit.

16. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not be entitled to any Settlement benefits.

OBJECTING TO THE SETTLEMENT

17. How do I object to the Settlement?

If you are a Settlement Class Member, you can object to the Settlement in writing if you do not like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. If you have a lawyer, they must file an appearance and submit your objection through the Court’s e-filing system. Your letter

or brief must also include (1) your name, current address, and telephone number; (2) the last four digits of your loan number; (3) a statement that that you are objecting to the proposed Settlement or the application for attorneys’ fees and expenses in this Action; (4) a statement of the factual and legal reasons for your objection and whether it applies only to you, to a subset of the Settlement Class, or the entire Settlement Class; (5) the identity of any witnesses that you may call in connection with your objection and a summary of their testimony; (6) a list of all prior settlements to which you have objected; (7) the name and contact information of any and all lawyers representing, advising, or in any way assisting you in connection with your objection; (8) copies of all documents that you wish to submit in support of your position; and (9) your signature. You must also mail or deliver a copy of your letter or brief to Class Counsel and Nationstar’s Counsel listed below.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in Question 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to the persons identified below that is postmarked no later than **October 7, 2022**.

Court	Class Counsel	Defendants’ Counsel
The Hon. Morrison C. England United States District Court for the Eastern District of California 501 I Street #4200 Sacramento, CA 95814	Laura R. Gerber KELLER ROHRBACK L.L.P. 1201 Third Avenue, Suite 3200 Seattle, WA 98101 and Thomas E. Loeser HAGENS BERMAN SOBOL SHAPIRO L.L.P. 1301 Second Avenue, Suite 2000 Seattle, WA 98101	Mary Kate Sullivan SEVERSON & WERSON, PC One Embarcadero Center, Suite 2600 San Francisco, CA 94111

18. What’s the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement Class is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you cannot object because the Litigation no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at **2:00 p.m. PST** on **November 10, 2022** in Courtroom 7 at the United States District Court, 501 I Street, Sacramento, California 95814. The purpose of the hearing will be for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for Service Awards for the Named Plaintiffs. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check the [Settlement Website](#) or call 1-877-354-3839. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any changes to the date of such Final Approval Hearing.

20. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have, but you are welcome to come at your own expense. If you send an objection or comment, you do not have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it is not required.

21. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Final Approval Hearing to determine the Settlement's fairness. To do so, you must include in your objection to the Settlement, a statement saying that it is your "Notice of Intent to Appear in United States District Court, Eastern District of California, Sacramento, California." It must include (1) your full name, current address, and telephone number, (2) the last four digits of your loan number, (3) a statement why you are objecting, (4) the identity of any witnesses and a summary of their testimony, (5) the name and address of your lawyer (if one is appearing for you), (6) copies of all documents you wish to submit, and (7) a statement whether the objection applies only to you, to a specific subset of the Settlement class, or to the entire Settlement Class. Your objection and Notice of Intent to Appear must be filed with the Court, postmarked no later than **October 7, 2022** and be sent to the addresses listed in Question 17.

GETTING MORE INFORMATION

22. Where do I get more information?

This Notice summarizes the Settlement. More details are in the [Settlement Agreement](#) and at www.MortgageConvenienceFeeSettlement.com. You can also print a copy of the Settlement Agreement at www.MortgageConvenienceFeeSettlement.com. You may also write with questions to Mortgage Convenience Fee Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217, email at info@MortgageConvenienceFeeSettlement.com or call the Settlement Administrator at 1-877-354-3839. Before doing so however, please read this full Notice carefully. You may also find additional information elsewhere on the [Settlement Website](#).

Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement as they cannot answer your questions.

EXHIBIT 4

From: [Mortgage Convenience Fee Class Action Settlement](#)
To:
Subject: Legal Notice of Class Action Settlement -- Contreras v. Nationstar Mortgage LLC, Case No. 2:16-cv-00302-MCE-EFB (E.D. Cal.)
Date: Tuesday, July 26, 2022 5:11:02 PM

Our Records Indicate You Paid a Convenience Fee When Making a Mortgage Payment to Nationstar Mortgage LLC d/b/a Mr. Cooper and You May Be Entitled to a Payment from a Class Action Settlement.

This notice is to inform you that a Settlement has been reached in a class action lawsuit claiming that Nationstar Mortgage LLC, a mortgage loan servicing company, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, “Nationstar” or “Defendants”), charged convenience fees that were not properly disclosed or permitted under applicable law to borrowers who reside in California, Florida, and Illinois, and made their residential mortgage payments online or over the phone, in violation of the Rosenthal Fair Debt Collection Practices Act; California Unfair Competition Law; Florida Deceptive and Unfair Trade Practices Act; and Illinois Consumer Fraud Act. Nationstar denies it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the Litigation.

Am I a Class Member? Our records indicate you may be a Settlement Class Member. Members of the Settlement Classes are:

-
- (i) residents of California or Florida who were charged Convenience Fees at Issue for making over-the-phone or online payments to Nationstar on a residential mortgage from February 1, 2012 to February 14, 2022; and
 - (ii) residents of Illinois who were charged Convenience Fees at Issue for making over-the-phone or online payments to Nationstar on a residential mortgage from February 1, 2013 to February 14, 2022 (collectively, “Class Periods”).

The “Convenience Fees at Issue” means all Convenience Fees paid by Settlement Class Members during the Class Periods described above, **excluding** certain convenience fees paid by members of the settlement classes in *Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ, in the United States District Court for the Western District of Washington. If you were a member of the *Garcia* settlement class, the Convenience Fees at Issue do not include convenience fees paid by members of the *Garcia* nationwide class between November 17, 2014 and May 25, 2018; and convenience fees paid by members of the *Garcia* Washington class between November 17, 2011 and May 25, 2018.

What Can I Get? If the Settlement is approved by the Court, Nationstar will establish a Settlement Fund of \$8,600,000.00 from which, if you are entitled to relief, the Settlement Administrator will determine the pro rata portion of the Settlement Fund, based on the percentage of the Convenience Fees at Issue that you paid as determined by Nationstar’s records, after subtracting notice and administrative costs, Service Awards for Named

Plaintiffs as class representatives, and any attorneys' fees and expenses awarded to Class Counsel.

How Do I Get a Payment? If the Settlement receives final approval by the Court, and you have not requested to be excluded, your payment will be sent automatically to this email address. If your email address changes or you have another email address where you prefer your payment and/or other settlement-related communications to be sent, please contact the Settlement Administrator to update your email address. You will be bound by all of the Court's orders and judgments. In addition, your claims against Nationstar relating to the Convenience Fees at Issue will be released.

What are My Other Options? You may exclude yourself from the Class by submitting a Request for Exclusion to the Settlement Administrator no later than **October 7, 2022**. If you exclude yourself, you cannot get a Settlement payment, but you keep any rights you may have to sue Nationstar over the legal issues in the lawsuit. You and/or your attorney have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than **October 7, 2022**. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302-MCE-EFB and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you intend to rely on for your objections. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.MortgageConvenienceFeeSettlement.com.

Who Represents Me? The Court has appointed attorneys at Keller Rohrback L.L.P. and Hagens Berman Sobol Shapiro LLP to represent the Settlement Classes. These attorneys are called Class Counsel. You will not be charged for these attorneys. If you want to be represented by your own attorney in this Litigation, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **2:00 p.m. PST on November 10, 2022** at Courtroom 7 at the United States District Court, 501 I Street, Sacramento, California 95814. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel's request for attorneys' fees and expenses; and decide whether to award the class representatives Service Awards from the Settlement Fund for their service in helping to bring and settle this Litigation. Nationstar has agreed to pay Class Counsel reasonable attorneys' fees and expenses in an amount to be determined by the Court. Class Counsel will seek no more than 25% of the Settlement Fund, but the Court may award less than this amount. Class Counsel will file their motion for attorney's fees and expenses no later than **September 6, 2022**, and a copy of the motion will be available at www.MortgageConvenienceFeeSettlement.com.

How Do I Get More Information? For more information, including the full Notice and the Settlement Agreement, please visit www.MortgageConvenienceFeeSettlement.com or

contact the Settlement Administrator by email at
info@MortgageConvenienceFeeSettlement.com or at 1-877-354-3839, or
Mortgage Convenience Fee Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217

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EXHIBIT 5

A Settlement has been reached in a class action lawsuit claiming that Nationstar Mortgage LLC, a mortgage loan servicing company, d/b/a Mr. Cooper, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, “Nationstar” or “Defendants”), charged borrowers making their residential mortgage payments online or over the phone, convenience fees that violated the laws of California, Florida, and Illinois. Nationstar denies it violated any law but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the Litigation.

Mortgage Convenience Fee
Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 173068
Milwaukee, WI 53217

**The case is entitled *Contreras v. Nationstar Mortgage LLC*,
Case No. 2:16-cv-00302-MCE-EFB (E.D. Cal.).**



Am I a Class Member? Our records indicate you may be a Settlement Class Member. Settlement Class Members are residents of California or Florida who were charged Convenience Fees at Issue for making over-the-phone or online residential mortgage payments to Nationstar from February 1, 2012 to February 14, 2022, and residents of Illinois who were charged Convenience Fees at Issue for making over-the-phone or online residential mortgage payments to Nationstar from February 1, 2013 to February 14, 2022 (collectively, “Class Periods”). The “Convenience Fees at Issue” means all convenience fees paid by Settlement Class Members during the Class Periods described above, but it excludes certain fees paid by members of the settlement class in *Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ (W.D. Wash.). If you were a member of the *Garcia* settlement class, the Convenience Fees at Issue do not include convenience fees paid by members of the *Garcia* nationwide class between November 17, 2014 and May 25, 2018, and convenience fees paid by members of the *Garcia* Washington class between November 17, 2011 and May 25, 2018.

What Can I Get? If the Settlement is approved by the Court, Nationstar will establish a Settlement Fund of \$8,600,000 to pay for all relief to the Settlement Class, together with notice and administration expenses, attorneys’ fees and expenses, and Service Awards for Named Plaintiffs. If you are eligible for relief, you will receive a share of the Settlement Fund based on the amount of Convenience Fees at Issue you paid, after the amounts described above are paid from the Settlement Fund.

How Do I Get a Payment? If you stay in the Settlement Class and the Settlement is approved by the Court, you will receive a payment automatically. If you received a copy of this Notice in the mail and do not provide a valid email address to the Settlement Administrator, the Settlement Administrator will send to the same mailing address instructions for obtaining your payment. Please update your email address if you would prefer to receive further information at a different address, or update your mailing address if you move. If you have provided a valid email address, you will receive an email notifying you of your Settlement payment, and you will be provided with several digital payment options. You will also have the opportunity to request that a check be mailed to you by the Settlement Administrator. You will be bound by all of the Court’s orders and judgments. In addition, your claims against Nationstar relating to the Convenience Fees at Issue will be released.

What Are My Other Options? You may exclude yourself from the Class by sending a Request for Exclusion to the Settlement Administrator no later than **October 7, 2022**. If you exclude yourself, you cannot get a Settlement payment, but you keep any rights you may have to sue Nationstar over the legal issues in the Litigation. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than **October 7, 2022**. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Contreras v. Nationstar Mortgage LLC*, Case No. 2:16-cv-00302 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at www.MortgageConvenienceFeeSettlement.com.

Who Represents Me? The Court has appointed Keller Rohrback L.L.P. and Hagens Berman Sobol Shapiro LLP. to represent the Settlement Class. These attorneys are called Class Counsel. You will not be charged for these attorneys. If you want to be represented by your own attorney in this case, you may hire one at your own expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **2:00 p.m. PST on November 10, 2022** at Courtroom 7 at the United States District Court, 501 I Street, Sacramento, California 95814. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and expenses; and decide whether to award Named Plaintiffs’ Service Awards from the Settlement Fund for their service in helping to bring and settle this Litigation. Nationstar has agreed to pay Class Counsel reasonable attorneys’ fees and expenses in an amount to be determined by the Court. Class Counsel will seek no more than 25% of the Settlement Fund, but the Court may award less than this amount. Class Counsel will file their motion for attorneys’ fees and expenses no later than September 6, 2022, and a copy of the motion will be available at www.MortgageConvenienceFeeSettlement.com.

How Do I Get More Information? For more information, including the full Notice and Settlement Agreement, please visit www.MortgageConvenienceFeeSettlement.com or contact the Settlement Administrator at 1-877-354-3839, by mail at **Mortgage Convenience Fee Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217**, or by email at info@MortgageConvenienceFeeSettlement.com.



EXHIBIT 6

MortgageConvenienceFeeSettlement.com

1-877-354-3839

Mortgage Convenience Fee Settlement

[Home](#) [Notice](#) [Court Documents](#) [Contact Information](#)

IF YOU PAID A CONVENIENCE FEE WHEN MAKING A MORTGAGE PAYMENT TO NATIONSTAR MORTGAGE LLC d/b/a MR. COOPER YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A Settlement has been reached in a class action lawsuit claiming that Nationstar Mortgage LLC, a residential mortgage servicing company, and its affiliates Solutionstar Holdings LLC and Solutionstar Field Services LLC (collectively, "Nationstar" or "Defendants"), charged pay-to-pay fees (hereafter, "Convenience Fees") that were not properly disclosed or permitted under applicable law to borrowers who reside in California, Florida, or Illinois and made their residential mortgage payments online or over the phone.

Subject to certain exceptions described below, you are a Settlement Class Member if you are or were:

- a resident of California or Florida who was charged Convenience Fees at Issue¹ for making over-the-phone or online mortgage payments to Nationstar from February 1, 2012 to February 14, 2022, or;
- a resident of Illinois who was charged Convenience Fees at Issue for making over-the-phone or online mortgage payments to Nationstar from February 1, 2013 to February 14, 2022 (collectively, "Class Periods").

Persons included in the Settlement may be eligible to receive a share of the Settlement Fund based on the amount of Convenience Fees at Issue they paid.

Your legal rights are affected whether you act or don't act. The deadlines to exercise these rights are explained in the notice. Read carefully:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OPTIONS	RESULT
RECEIVE A SETTLEMENT PAYMENT	If you are a Settlement Class Member, you may automatically receive a settlement payment based on the amount of Convenience Fees you paid to Nationstar.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue Nationstar about the claims in this Litigation.
OBJECT	Write to the Court explaining why you do not like the Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Settlement.

Your rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this Litigation still has to decide whether to approve the Settlement. Payments will be distributed to all qualifying Settlement Class Members who do not submit a Request for Exclusion, only if the Court approves the Settlement and after potential appeals are resolved.

If any of your contact information has changed, please notify the Settlement Administrator by either emailing at info@MortgageConvenienceFeeSettlement.com, calling toll-free 1-877-354-3839, or write to the Settlement Administrator at Mortgage Convenience Fee Class Action Settlement, c/o A.B. Data, Ltd., P.O. Box 170500, Milwaukee, WI 53217.

For more information about this Action, your rights and options, and answers to other frequently asked questions, please review the [Notice](#).



¹The "Convenience Fees at Issue" means all convenience fees paid by Settlement Class Members during the Class Periods described above, but it excludes certain fees paid by members of the settlement class in *Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ (W.D. Wash.).

By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our [Privacy Policy](#)



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1-877-354-3839

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Long Form Notice

- [Notice of Class Action Settlement](#)

Note: These documents are in PDF format. To view the documents, you will need [Adobe Acrobat Reader](#) on your computer or other internet-enabled device.



By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our [Privacy Policy](#)



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Court Documents

- [Third Amended Complaint](#)
- [Settlement Agreement](#)
- [Preliminary Approval Order](#)

Note: These documents are in PDF format. To view the documents, you will need [Adobe Acrobat Reader](#) on your computer or other internet-enabled device.



By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our [Privacy Policy](#)



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Contact Information

Class Counsel:

Laura R. Gerber
KELLER ROHRBACK L.L.P.
1201 Third Avenue, Suite 3200
Seattle, WA 98101

And

Thomas E. Loeser
HAGENS BERMAN SOBOL SHAPIRO L.L.P.
1301 Second Avenue, Suite 2000
Seattle, WA 98101

Settlement Administrator:

Mortgage Convenience Fee Class Action Settlement
c/o A.B. Data, Ltd.
P.O. Box 170500
Milwaukee, WI 53217
Toll-Free Number: 1-877-354-3839
Email: info@MortgageConvenienceFeeSettlement.com

Please do not contact the Court or Clerk of Court with any questions regarding this case.

By providing your information, either on paper, electronically or through a website, you consent to us storing and using your information for case administration purposes only. Our site uses tracking technologies to tailor your experience and understand how you and other visitors use our site. By continuing to navigate this site you consent to use of these tracking technologies. For more information on how we use your personal data, please read our [Privacy Policy](#)



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EXHIBIT 7



COMPLEX LITIGATION

ABOUT KELLER ROHRBACK



Devoted to Justice

"[Keller Rohrback] has performed an important public service in this action and has done so efficiently and with integrity . . . [Keller Rohrback] has also worked creatively and diligently to obtain a settlement from WorldCom in the context of complex and difficult legal questions."

In re WorldCom, Inc. ERISA Litig., No. 02-4816, 2004 WL 2338151, at *10 (S.D.N.Y. Oct. 18, 2004)(Cote, J.)

Keller Rohrback's lawyers excel by being prepared and persuasive. It's a simple formula that combines our strengths: outstanding writing and courtroom skill, together with unparalleled passion and integrity. We have recovered billions of dollars for our clients and have served as lead counsel in many prominent cases, including numerous financial crisis cases against Wall Street banks and mortgage originators. Our lawyers are recognized as leaders in their fields who have dedicated their careers to combating corporate fraud and misconduct. We have the talent as well as the financial resources to litigate against Fortune 500 companies—and do so every day.



Who We Are



Keller Rohrback's Complex Litigation Group has a national reputation as the go-to plaintiffs' firm for large-scale, complex individual and class action cases. We represent public and private investors, businesses, governments and individuals in a wide range of actions, including securities fraud, fiduciary breach, antitrust, insurance coverage, whistleblower, environmental and product liability cases. Our approach is straightforward—we represent clients who have been harmed by conduct that is wrong, and we litigate with passion and integrity to obtain the best results possible. Every case is different, but we win for the same reason: we are persuasive. When you hire us, you hire smart, creative lawyers who are skilled in court and in negotiations.

Founded in 1919, Keller Rohrback's nearly 70 attorneys and about 100 staff members are based in six offices across the country in Seattle, Missoula, New York, Oakland, Phoenix, Portland, and Santa Barbara. Over the past century, our firm has built a distinguished reputation by providing top-notch representation. We offer exceptional service and a comprehensive understanding of federal and state law nationwide. We also are well known for our abilities to collaborate with co-counsel and to work together to achieve outstanding results—essential skills in large-scale cases in which several firms represent the plaintiffs. We pride ourselves on our reputation for working smartly with opposing counsel, and we are comfortable and experienced in coordinating high-stakes cases with simultaneous state and federal government investigations. Keller Rohrback attorneys earn the respect of our colleagues and our opponents through our deft handling of the array of complex issues and obstacles our clients face.

ABOUT KELLER ROHRBACK



What We Do

Keller Rohrback's Complex Litigation Group represents plaintiffs in large-scale cases involving corporate wrongdoing. We litigate against companies that pollute, commit fraud, fix prices and take advantage of consumers, employees, and investors. We are passionate advocates for justice. In addition, the Complex Litigation Group regularly calls on attorneys in the firm's other practice areas for expertise in areas such as bankruptcy, constitutional law, corporate transactions, financial institutions, insurance coverage and intellectual property. Our group's access to these in-house resources distinguishes Keller Rohrback from other plaintiffs' class action firms and contributes to the firm's success. We also have a history of working with legal counsel from other countries to vigorously pursue legal remedies on behalf of clients around the globe.

We have won verdicts in state and federal courts throughout the nation and have obtained judgments and settlements on behalf of clients nearing \$50 billion. Courts around the country have praised our work, and we are regularly appointed lead counsel in nationally prominent class action cases. Our work has had far-reaching impacts for our clients in a variety of settings and industries, creating a better, more accountable society.

Whom We Serve

We represent individuals, institutions, and government agencies. The common denominators of our clients is a desire to see justice done—and to be represented by attorneys who practice law with integrity, honesty, and devotion to serving our clients' interests.



"Despite substantial obstacles to recovery, Keller Rohrback L.L.P. was willing to undertake the significant risks presented by this case . . . Class Counsel achieved real and substantial benefits for members of the Class. [Their] extensive prior experience in complex class action securities litigation . . . enabled the Class to analyze and achieve this excellent result." Order at 2, Getty v. Harmon (SunAmerica Sec. Litig), No. 98-178 (W.D. Wash. Sept. 20, 1999)(Dwyer, J.)

CONSUMER PROTECTION CLASS ACTIONS **KR**

ATTORNEYS

Lynn Lincoln Sarko
Derek Loeser
Gretchen Freeman Cappio
Alison Chase
Felicia Craick
Juli Farris
Alison Gaffney
Laura Gerber
Zack Gussin
Dean N. Kawamoto
David Ko
Cari Campen Laufenberg
Ryan McDevitt
Daniel Mensher
Nathan Nanfelt
Gretchen Obrist
Matthew Preusch
Mark D. Samson
Chris Springer
Havila C. Unrein
Gabe Verdugo
Michael Woerner

For decades, consumers have trusted Keller Rohrback attorneys to protect them from harmful and unfair practices. Our firm is a leader in representing consumers in class action and complex litigation in diverse areas, including vehicles, children's products, food contamination, drugs, mortgage modifications, identity theft, and data breaches. Keller Rohrback currently represents a wide range of consumers, such as vehicle owners and lessees, parents, environmentalists, fishermen, employees, professors, doctors, and nurses.



Through decades of hard work, ingenuity, and creativity, Keller Rohrback has achieved meaningful results. These results impact not only our clients, but future consumers too. For example, homeowners now benefit from improved loan-modification practices at one of the country's biggest banks as a result of our advocacy.

Keller Rohrback attorneys are frequently featured speakers and presenters at prestigious legal education seminars on class actions, consumer protection, and data privacy.

REPRESENTATIVE CASES

In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. & Antitrust Litig., MDL No. 2785 (D. Kan.)

Keller Rohrback serves as Plaintiffs' Co-Lead Counsel in this litigation regarding the marketing, pricing, and sale of EpiPen auto-injector devices in the United States. Plaintiffs alleged that defendants Mylan and Pfizer engaged in unfair and illegal activities that stifled competitors, allowing defendants to maintain

their dominant market positions and increase the prices of EpiPen products by over 500%. These practices forced consumers to pay inflated and unnecessary costs for EpiPens—a device on which many lives depend. The Court certified two classes of consumers and payors against Defendants Mylan and Pfizer. Through separate settlements with the Mylan and Pfizer defendants, Class Counsel achieved settlements totaling \$609 million for the benefit of the classes.

Jabbari v. Wells Fargo & Co., No. 15-2159 (N.D. Cal.)

Keller Rohrback filed a class action lawsuit against Wells Fargo alleging the bank victimized its customers by opening checking, savings and credit card accounts, and lines of credit without customers' authorization. Keller Rohrback negotiated a \$142 million settlement on behalf of consumers, which required Wells Fargo to refund fees charged to unauthorized accounts, compensate consumers for increased borrowing costs due to credit damage, and provide other substantial compensation.

CONSUMER PROTECTION CLASS ACTIONS

REPRESENTATIVE CASES continued

In re JPMorgan Chase Mort. Modification Litig., MDL No. 2290 (D. Mass.)

Keller Rohrback served as Co-Lead Counsel in this MDL, representing homeowners who attempted to obtain mortgage loan modifications from JPMorgan Chase and related entities. Plaintiffs alleged breach of contract and violations of consumer protection laws when Defendants failed to timely evaluate or approve mortgage modification applications of homeowners who had completed identified prerequisites. Keller Rohrback achieved a settlement for the class valued at over \$500 million.

In re Mattel, Inc., Toy Lead Paint Prods. Liab. Litig., MDL No. 1897 (C.D. Cal.)

Keller Rohrback served as Chair of the Executive Committee in this nationwide MDL against Mattel and Fisher-Price on behalf of purchasers of toys recalled because they were manufactured using lead paint and/or dangerous magnets. On behalf of Plaintiffs, Keller Rohrback achieved a settlement valued at approximately \$50 million.

Fox v. Iowa Health Sys., No. 18-327 (W.D. Wis.)

Plaintiffs filed this complaint against Iowa Health System (UnityPoint Health) on behalf of individuals in Wisconsin, Iowa, and Illinois whose protected health information was compromised as a result of data breaches that occurred on at least two separate occasions between November 2017 and March 2018. On July 25, 2019, the Court granted in part and denied in part Defendant's motion to dismiss. The parties have since reached a settlement, and the Court granted preliminary approval on September 16, 2020. Notice of the settlement has been sent to approximately 1.4 million class members and the Court will hold a Hearing on Final Approval of the settlement on February 19, 2021.

Ormond v. Anthem, Inc., No. 05-1908 (S.D. Ind.)

Anthem Insurance converted from a mutual company to a stock company on November 2, 2001. More than 700,000 former members of the mutual company sued Anthem, alleging that the cash compensation they received as a result of the demutualization was inadequate. After class certification and shortly before the start of trial, Keller Rohrback and co-counsel settled the action for \$90 million.

In re Arizona Theranos, Inc. Litig., No. 16-2138 (D. Ariz.)

Keller Rohrback filed class action complaints in California and Arizona federal courts against Walgreens Boots Alliance, Inc., Walgreen Arizona Drug Company, and the leaders of Theranos, Inc.: Elizabeth Holmes and Ramesh (Sunny) Balwani. Theranos claimed to have developed a "tiny blood test," and it ventured with Walgreens to market its product and offer it in select Walgreens retail stores. The vaunted technology did not work. Thousands of Theranos test results were either invalidated or called into question. Holmes and Balwani also face related criminal charges. On March 6, 2020, the U.S. District Court in Phoenix, Arizona granted class certification in favor of an estimated 175,000 consumers in Arizona and California against Defendants. After Defendants' appeal, on September 8, 2021, the Ninth Circuit substantially affirmed in part the lower court's ruling. The case was remanded back to the District Court of Arizona for further proceedings where on July 14, 2022, class notice was subsequently issued. is ongoing.

CONSUMER PROTECTION CLASS ACTIONS

REPRESENTATIVE CASES continued

Corona v. Sony Pictures Ent., Inc., No. 14-9600 (C.D. Cal.)

Keller Rohrback served as interim Co-Lead Counsel and Liaison Counsel in this case against Sony Pictures Entertainment, Inc. on behalf of former and current Sony employees affected by the company's highly publicized data breach. Plaintiffs alleged that Sony failed to secure and protect its computer systems, servers, and databases, resulting in the release of the named Plaintiffs and other class members' personal information. Keller Rohrback obtained a significant settlement for the class in October 2015, which was approved in April 2016.

Iacovelli v. SBTickets.com, LLC, No. 15-1459 (Ariz. Super. Ct., Maricopa Cnty.)

Keller Rohrback filed a class action in Arizona state court on behalf of individuals who paid for, but did not receive, tickets to the 2014 Super Bowl (Super Bowl XLIX) from the ticket broker SBTickets. Despite purchasing tickets and receiving numerous representations that their tickets were guaranteed, SBTickets customers were told just days before the game, and in some instances, only hours before kickoff, that their ticket orders would not be fulfilled. The case was settled on favorable terms for the class notwithstanding the Defendant's insolvency and bankruptcy proceedings.

Telephone Consumer Protection Act (TCPA) Cases (Wash. Super. Ct., King Cnty.)

Keller Rohrback prosecuted numerous class actions concerning the sending of unsolicited facsimiles in violation of the Telephone Consumer Protection Act and the Washington Consumer Protection Act, resulting in the issuance of eleven permanent injunctions and the recovery of over \$56 million on behalf of injured Plaintiffs.

In re Bisphenol-A (BPA) Polycarbonate Plastic Prods. Liab. Litig., MDL No. 1967 (W.D. Mo.)

Keller Rohrback served on the Plaintiffs' Steering Committee in this MDL on behalf of purchasers of plastic baby bottles and "sippy" cups which contained the chemical bisphenol-A (BPA). The action was favorably settled.

Brotherson v. Professional Basketball Club, L.L.C., No. 07-1787 (W.D. Wash.)

Keller Rohrback represented Seattle SuperSonics season ticket holders who renewed their 2007-2008 season ticket packages before the team was relocated to Oklahoma City. After Plaintiffs prevailed on class certification and defeated summary judgment, the parties negotiated a significant settlement that returned substantial sums to the class.

In re 21st Century Oncology Customer Data Sec. Breach Litig., MDL No. 2737 (M.D. Fla.)

In 2016, Keller Rohrback L.L.P. filed three proposed Class Action Complaints against the Florida-based healthcare provider 21st Century Oncology concerning an October 2015 data breach. All cases concerning the breach were consolidated in October 2016 for coordinated pretrial proceedings. On November 18, 2016, Keller Rohrback and Robinson Calcagnie were appointed Interim Co-Lead Counsel. On March 11, 2019, the Court entered its Order denying the Defendants' Motion to Dismiss the Amended Consolidated Complaint. In June 2020, the parties reached a settlement in principle, which the Court preliminarily approved on November 2, 2020. Notice to class members will be sent in early January, and a Hearing to determine whether the Settlement is fair, adequate and reasonable will be held June 15, 2021.

In re Apple Inc. Device Performance Litig., MDL No. 2827 (N.D. Cal.)

Keller Rohrback served as Co-Chair of the Executive Committee for Offensive Discovery and also as the ESI Coordinator in this consolidated action concerning IOS software installed on certain Apple iPhone devices. The Plaintiffs asserted claims that this software diminished the performance of those devices. Numerous cases were consolidated before Judge Edward J. Davila in the Northern District of California. A settlement of up to \$500 million has been granted preliminary approval for the benefit of the Settlement Class Members. The Final Fairness Hearing was held December 4, 2020.

SECURITIES AND FINANCIAL FRAUD



ATTORNEYS

Lynn Lincoln Sarko
 Derek Loeser
 Alison Chase
 Juli Farris
 Laura Gerber
 Matthew Gerend
 Gary A. Gotto
 Benjamin Gould
 Dean N. Kawamoto
 Ron Kilgard
 David Ko
 Eric Laliberte
 Ryan McDevitt
 Gretchen Obrist
 David S. Preminger
 Erin Riley
 Havila C. Unrein
 Michael Woerner

Keller Rohrback enjoys a national reputation for excellence in prosecuting securities and financial fraud matters. We represent a variety of investors ranging from classes of individuals to large institutions. Many of our cases reflect recent financial scandals: we are pursuing claims against a group of international banks for rigging LIBOR; we represent investors in connection with their purchases of billions of dollars of mortgage-backed securities; and we pursued claims on behalf of employee benefit plans in connection with the Madoff Ponzi scheme. While our experience is diverse, our approach is simple and straightforward: we master the factual and legal bases for our claims with a focus on providing clear and concise explanations of the financial fraud and why our clients are entitled to recover.

REPRESENTATIVE CASES

Federal Home Loan Bank Litigation

Keller Rohrback has played a prominent role in large securities fraud and other investment cases litigated across the country involving mortgage-backed securities. Keller Rohrback has been retained by several Federal Home Loan Banks (FHLBs) to pursue securities and common law claims against dozens of issuers, underwriters, and sponsors of mortgage-backed securities. The FHLB complaints named more than 120 defendants and involved over 200 securities with a collective original face value of \$13 billion. The relief sought by the FHLBs includes rescission and damages under state blue sky laws and the federal securities laws. We have recovered hundreds of millions of dollars on behalf of our clients to date.

In re the Bank of N.Y. Mellon (as Trustee), No. 651786/11 (N.Y. Sup. Ct.)

Keller Rohrback was a member of the three-firm steering committee addressing significant mortgage repurchase issues that impacted institutional investors. Keller Rohrback represented certificate holders who intervened in a proposed \$8.5 billion settlement initiated by Bank of New York Mellon, as Trustee of 530 Countrywide mortgage-backed securities trusts. Our firm played a lead role in discovery and the eight-week bench trial in New York contesting the fairness of the settlement. The objection we pursued and tried was the only objection the trial court sustained.

In re LIBOR-Based Fin. Instruments Antitrust Litig., No. 11-2262 (S.D.N.Y.)

Keller Rohrback represents institutional funds pursuing antitrust claims based on the manipulation of the London Interbank Offered Rate (LIBOR) by the international panel of banks entrusted to set that rate. Multiple government investigations have revealed that certain panel banks manipulated LIBOR to mislead the markets and investors about the state of their financial health. The case is in discovery.

Diebold v. Northern Tr. Invs., N.A., No. 09-1934 (N.D. Ill.)

Keller Rohrback was Class Counsel in this class action litigation against Northern Trust alleging that Northern Trust imprudently structured and managed its securities lending program by improperly investing cash collateral in long term debt, residential mortgage-backed securities, structured investment vehicles ("SIVs"), and other risky and illiquid assets. On August 7, 2015, Judge Susan E. Cox approved the allocation plan for a \$36 million settlement.

SECURITIES AND FINANCIAL FRAUD



REPRESENTATIVE CASES continued

Louisiana Firefighters' Ret. Sys. v. Northern Tr. Invs., N.A., No. 09-7203 (N.D. Ill.)

Keller Rohrback was Co-Lead Counsel in this securities lending litigation, a class action brought on behalf of four public retirement systems alleging that Northern Trust breached its fiduciary and contractual duties to investors when it imprudently structured and managed its securities lending program by improperly investing cash collateral in long-term debt, residential mortgage-backed securities, SIVs, and other risky and illiquid assets, rather than conservative, liquid investments. Plaintiffs allege that Northern Trust's imprudent management of the collateral pools caused Plaintiffs and other investors to suffer hundreds of millions of dollars in losses. On May 6, 2011, the Honorable Robert W. Gettleman denied in significant part Defendants' motion to dismiss. Plaintiffs also successfully defeated Defendants' third party complaint. The Court thereafter approved a partial settlement of \$24 million in cash, plus interest earned thereon, which represents settlement of the indirect lending claims of settlement class members.

In re Bank of N.Y. Mellon Corp. Forex Transactions Litig., No. 12-2335 (S.D.N.Y.)

Keller Rohrback served as Lead ERISA Counsel in this class action against the Bank of New York Mellon ("BNY Mellon") arising from its undisclosed charges for Standing Instruction Foreign Currency ("SI FX") transactions. Plaintiffs allege that between January 12, 1999 and January 17, 2012, BNY Mellon breached its fiduciary duties by failing to prudently and loyally manage the Plan's foreign currency transactions in the best interests of the participants, failing to disclose fully the details of the relevant SI FX transactions it was undertaking on behalf of the Plans, and engaging in prohibited transactions. In March 2015, a global resolution of the private and governmental enforcement actions was announced in which \$504 million will be paid back to BNY Mellon customers—\$335 million of which is directly attributable to funds received in the class litigation.

Madoff Direct & Feeder Fund Litigation: Hartman v. Ivy Asset Mgmt. LLC, No. 09-8278 (S.D.N.Y.)

Keller Rohrback successfully litigated this direct action on behalf of the trustees of seventeen employee benefit plans damaged by the Madoff Ponzi scheme. The action alleged that Ivy Asset Management and J.P. Jeanneret Associates, Inc. breached their fiduciary duties under ERISA by causing the plans to be invested directly or indirectly in Madoff funds. Keller Rohrback obtained a settlement of over \$219 million in this case and related actions, including claims brought by the United States Secretary of Labor and the New York Attorney General.

In re IKON Off. Sols., Inc. Sec. Litig., MDL No. 1318 (E.D. Pa.)

Keller Rohrback served as Co-Lead Counsel representing the City of Philadelphia and eight other lead Plaintiffs in this certified class action alleging securities fraud. Class counsel achieved the highest securities fraud settlement at that time in the Eastern District of Pennsylvania by settling with Defendant IKON Office Solutions, Inc. for \$111 million. The settlement was listed as one of the "largest settlements in class-action securities-fraud lawsuits since Congress reformed securities litigation in 1995" by *USA Today*.

In re Apple Comput., Inc. Derivative Litig., No. 06-4128 (N.D. Cal.)

Keller Rohrback served on the Management Committee in this federal derivative shareholder action against nominal Defendant Apple Computer, Inc. and current and former directors and officers of Apple. Plaintiffs pursued breach of fiduciary duty, unjust enrichment, and gross mismanagement claims arising from backdated stock options granted between 1993 and 2001, which diverted millions of dollars of corporate assets to Apple executives. We achieved a settlement that awarded \$14 million—one of the largest cash recoveries in a stock backdating case—and that required Apple to adopt a series of unique and industry-leading corporate enhancements.

KELLER ROHRBACK

LAW OFFICES ♦ L. L. P.



LAURA R. GERBER

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Class Action & Consumer Litigation
- Consumer Protection
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services
- Governments & Municipalities
- Institutional Investors
- Whistleblower

Laura R. Gerber is a strong advocate for her clients. From her early years in a whistleblower protection organization, to her current practice litigating against some of America's largest corporations, Laura has built her career as a trusted advocate for plaintiffs. Laura represents her clients with skill, tact and diplomacy. As a result, Laura's clients trust her to listen carefully, keep them informed, provide excellent legal advice, and to diligently pursue their interests in litigation against powerful defendants.

For over fifteen years, Laura has practiced in Keller Rohrback's Complex Litigation Group where she has developed a diverse practice with a focus on holding corporations and other institutions accountable. Laura is experienced in litigating consumer protection, RICO, antitrust, ERISA, environmental, excessive fee, breach of contract and breach of fiduciary duty, qui tam, and Ponzi scheme matters.

Laura's strategic persistence in complex cases has led to impressive results with her clients receiving substantial recoveries. Laura played a key role in managing litigation enhancing the security of pension plan benefits for healthcare workers at religiously affiliated healthcare systems, resulting in settlements exceeding \$800 million.

In addition to her J.D., Laura has a Masters in Public Administration.

EDUCATION

Goshen College

B.A., 1994, History, Economics

University of Washington School of Law

J.D., 2003

Evans School of Public Affairs, University of Washington

M.P.A., 2003

PUBLICATIONS & PRESENTATIONS

Speaker, American Conference Institute's 8th National Forum on ERISA Litigation, October 2014, (New Trends in Church Plan Litigation).

L. Gerber and R. Giovarelli, *Land Reform and Land Markets in Eastern Europe*, Food and Agriculture Organization of the United Nations (2005).

David Weissbrodt, Penny Parker, Laura Gerber, Muria Kruger, Joe W. (Chip) Pitts III, *A Review of the Fifty-Fourth Session of the Sub-Commission on the Promotion and Protection of Human Rights*, 21 NETH Q. HUM. RTS. 291 (2003)

KELLER ROHRBACK

LAW OFFICES ♦ L.L.P.

BAR & COURT ADMISSIONS

2004, Washington
2006, U.S. District Court for the Eastern District of Washington
2006, U.S. District Court for the Western District of Washington
2010, U.S. District Court for the Northern District of Illinois
2013, U.S. District Court for the District of Colorado
2016, U.S. District Court for the Southern District of Illinois
2016, U.S. District Court for the Eastern District of Missouri
2016, U.S. District Court for the Northern District of Ohio
2016, U.S. District Court for the Western District of Oklahoma
2016, U.S. District Court for the Central District of Illinois
2016, U.S. District Court for the Northern District of Indiana
2006, U.S. Court of Appeals for the Ninth Circuit Court
2014, U.S. Court of Appeals for the Sixth Circuit Court
2015, U.S. Court of Appeals for the Tenth Circuit Court
2019, U.S. Court of Appeals for the Seventh Circuit Court
2019, U.S. Court of Appeals for the Eighth Circuit Court
2017, Supreme Court of the United States

PROFESSIONAL & CIVIC INVOLVEMENT

Campaign for Equal Justice, *Board Member*, 2018-present
Hanford Challenge, *Board of Directors*, 2018-present
Washington Appleseed, *Board of Directors*, 2012-2019
King County Bar Association, *Member*
Washington State Bar Association, *Member*
Federal Bar Association, *Member*
American Bar Association, *Member*
American Bar Foundation, *Fellow*
American Association for Justice, *Member*
Mother Attorney Mentoring Association (MAMA), *Member*

HONORS & AWARDS

Selected to Rising Stars and Super Lawyers lists in *Super Lawyers - Washington*, 2009, 2014, 2020-2022

KELLER ROHRBACK

LAW OFFICES ♦ L. L. P.



GRETCHEN OBRIST

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PRACTICE EMPHASIS

- Appeals
- Class Actions
- Consumer Protection
- Employee Benefits and Retirement Security
- Fiduciary Breach
- Financial Products and Services
- Whistleblower

EDUCATION

University of Nebraska - Lincoln

B.S. with distinction, 1999,
Women's Studies, UNL Honors
Program

University of Nebraska - Lincoln, College of Law

J.D., with high distinction, 2005,
Order of the Coif, Editor-in-Chief,
Nebraska Law Review, 2004-2005

Gretchen Obrist provides her clients with a clear voice in complex cases.

Gretchen is a partner in Keller Rohrback's nationally recognized Complex Litigation Group whose work as a dedicated advocate dates back two decades to her role at a nonprofit organization focused on impact litigation.

With her work as a law clerk and as a litigator, Gretchen has significant experience with a broad range of federal cases at all stages. Her nationwide practice focuses on Employee Retirement Income Security Act ("ERISA") fiduciary breach and prohibited transaction cases. Gretchen's work has helped curtail excessive and conflict-ridden fees in the multi-trillion dollar retirement savings industry and provide recourse to retirement plan participants and beneficiaries who have faced pension reductions, misrepresentations, and other unfair practices related to their retirement plan benefits. Gretchen's ERISA experience includes a successful appeal to the Eighth Circuit in *Braden v. Walmart Stores, Inc.* reversing dismissal of the lead plaintiff's excessive fee case, significant contributions to cases challenging cash balance pension plan conversions by Washington Mutual and JPMorgan, and representation of the employees who lost nearly all of their ESOP savings with the collapse of Bear Stearns.

More recently, Gretchen has been instrumental in the firm's litigation against pharmacy benefit managers ("PBMs"), drug manufacturers, and other entities whose business practices have driven up the cost of prescription drugs for ERISA welfare plan participants, as well as Medicare plan and ACA/individual plan members, and the uninsured. In 2018, Gretchen was appointed by the Court as Plaintiffs' Interim Lead Class Counsel in the *In Re EpiPen ERISA Litigation*, No. 17-cv-01884-PAM-HB (D. Minn.), a case alleging that the PBMs are fiduciaries under ERISA who breached their duties to the putative class of participants who paid inflated prices for EpiPens.

Gretchen's breadth of practice extends to consumer protection and financial fraud claims, civil rights issues, and qui tam relator representation. She has played a key role in class action and multi-district cases arising out of the collapse of the mortgage securities industry and the residential mortgage modification and foreclosure crisis, including several ERISA actions and a consumer MDL against JPMorgan Chase.

Prior to joining Keller Rohrback, Gretchen served as a law clerk to the Honorable John C. Coughenour, U.S. District Judge for the Western District of Washington. Before obtaining her law degree, she worked at a public defender's office, the Nebraska Domestic Violence Sexual Assault Coalition, and the Nebraska Appleseed Center for Law in the Public Interest—where she was profiled for Nebraska Appleseed's 20th Anniversary celebration as an innovator in the organization's earliest days.

Gretchen has served as a Plaintiff Co-Chair of the ABA Employee Benefits

KELLER ROHRBACK

LAW OFFICES ♦ L. L. P.

Committee's Fiduciary Responsibility Subcommittee and a Chapter Editor for *Employee Benefits Law* (Jeffrey Lewis et al. eds., 3d ed. BNA 2012; Ivelisse Berio LeBeau, 4th ed. BNA 2017). She frequently speaks at conferences and CLEs, is quoted in pension-related publications, and has published a number of articles related to her practice areas.

BAR & COURT ADMISSIONS

2005, Washington

2007, U.S. District Court for the Western District of Washington

2008, U.S. District Court for the Eastern District of Michigan

2008, U.S. Court of Appeals for the Eighth Circuit

2010, U.S. Court of Appeals for the Ninth Circuit

2011, U.S. District Court for the Eastern District of Washington

2011, U.S. Court of Appeals for the Second Circuit

2011, U.S. Court of Appeals for the Sixth Circuit

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*, Litigation/Labor and Employment Sections

HONORS & AWARDS

Recipient of the 2004 Robert G. Simmons Law Practice Award (first place)

Theodore C. Sorensen Fellow, 2004-2005

Selected to Rising Stars list in *Super Lawyers - Washington*, 2010

PUBLICATIONS & PRESENTATIONS

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Nashville, TN, 2019 (Top Ten Employee Benefits Topics of 2018).

Speaker, ABA Joint Committee on Employee Benefits CLE Webinar, October 18, 2018 (Prescription Drug Program Trends and Litigation).

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee - Mid-Winter Meeting, Clearwater Beach, FL, 2018 (Prescription Drug Program Trends and Litigation).

Speaker, ABA Joint Committee on Employee Benefits - National Institute on ERISA Litigation, Chicago, IL, 2017 (Fiduciary Litigation Update: Anatomy of a Deposition).

Speaker, Western Pension & Benefits Council - Spring Seminar, Seattle, WA, 2017 (Litigation Issues in Health and Retirement Plans: a Plaintiff's Class Action Attorney's Perspective).

Speaker, ABA Section of Labor and Employment Law, Employee Benefits Committee – Mid-Winter Meeting, Las Vegas, NV, 2016 (Will Class Actions Live After This Supreme Court Term?).

Lynn L. Sarko, Erin M. Riley, and Gretchen S. Obrist, Brief for Law Professors as Amici Curiae in Support of the Petitioners, *Tibble, et al. v. Edison International, et al.*, No. 13-550 (U.S. 2014).

Erin M. Riley and Gretchen S. Obrist, Contributors, "Attorneys Reflect on 40 Years of ERISA's Biggest Court Rulings" *Pension & Benefits Daily*, Bloomberg BNA, discussing *CIGNA Corp. v. Amara*, 131 S.Ct. 1866, 50 EBC 2569 (U.S. 2011) (95 PBD, 5/17/11; 38 BPR 990, 5/24/11) (BNA Sept. 9, 2014) (www.bna.com).

Speaker, ABA Joint Committee on Employee Benefits – 24th Annual National Institute on ERISA Litigation, Chicago, IL, 2014 (Fiduciary Litigation: Disclosure & Investment; Ethical Considerations in ERISA Litigation).

Speaker, Western Pension & Benefits Council – Spring Seminar, Seattle, WA, 2014 (What's New in Fiduciary Litigation?).

KELLER ROHRBACK

L A W O F F I C E S ♦ L. L. P.

Speaker, ABA Joint Committee on Employee Benefits
– 23rd Annual National Institute on ERISA Litigation,
Chicago, IL, 2013 (Fiduciary Litigation Part 1: Disclosure
& Investment; Fiduciary Litigation Part 2: Cutting Edge
Issues).

Speaker, ABA Section of Labor and Employment Law,
Employee Benefits Committee – Mid-Winter Meeting,
Charleston, SC, 2013 (ERISA 408(b)(2) and 404(a)
Disclosures and the Ongoing Fee Litigation).

Contributing Editor and Writer, Foreclosure Manual
for Judges: A Reference Guide to Foreclosure Law in
Washington State, A Resource by Washington Appleseed
(2013).

Gretchen S. Obrist, “ERISA Fee Litigation: Overview of
Developments in 2012 and What to Expect in 2013,”
Benefits Practitioners’ Strategy Guide, Bloomberg BNA
(Mar. 26, 2013) (www.bna.com).

Gretchen S. Obrist, “ERISA Fee Litigation: The Impact of
New Disclosure Rules, and What’s Next in Pending Cases,”
Pension & Benefits Daily, Bloomberg BNA (Feb. 21, 2013)
(www.bna.com).

Speaker, ABA Section of Labor and Employment Law,
Employee Benefits Committee – Mid-Winter Meeting,
Savannah, GA, 2011 (Update on ERISA Fee Litigation and
the Impact of the Regulations).

Gretchen S. Obrist, Note, The Nebraska Supreme Court
Lets Its Probation Department Off the Hook in *Bartunek
v. State*: “No Duty” as a Non-Response to Violence Against
Women and Identifiable Victims, 83 Neb. L. Rev. 225
(2004).

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RON KILGARD

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PRACTICE EMPHASIS

- Appeals
- Antitrust & Trade Regulation
- Class Action
- Constitutional Law
- Employee Benefits & Retirement Security
- Fiduciary Breach
- Financial Products & Services

EDUCATION

Harvard College B.A., 1973,
History

Harvard Divinity School M.T.S.,
1975, Old Testament

**Arizona State University College
of Law** J.D., 1979, Editor-in
Chief, *Arizona State Law Journal*,
Armstrong Award (outstanding
graduate)

Ron Kilgard is a 40-year civil litigation lawyer. Over a long career, he has handled all manner of civil cases, from routine automobile accidents and two-party contract disputes of no interest to anyone but the parties, to multi-million dollar class actions covered in *The New York Times* and *The Wall Street Journal*. For the last 20 years, Ron has mostly litigated pension plan class actions. Ron helped Keller Rohrback pioneer company stock ERISA litigation in the late 1990s and early 2000s; he was part of the team that obtained settlements of over \$265 million in the Enron 401(k) litigation. In 2017, after six years of litigation, Ron prevailed in an action challenging as unconstitutional the cutbacks to the pensions of Arizona state court judges. That same year, Ron began representing pro bono, and is still representing, a client fleeing gang-related violence in El Salvador.

Ron is a Phoenix native. He clerked for the Hon. Mary M. Schroeder, U. S. Court of Appeals for the Ninth Circuit, in 1979-80 and has practiced in Phoenix ever since. He was one of the lawyers who formed the Phoenix office of Keller Rohrback L.L.P. in November 2002.

HONORS & AWARDS

Best Lawyers in America, ERISA Practice, 2013-2022

Florence Immigrant & Refugee Rights Project, 2018 Pro Bono Attorney of the Year (adult cases)

PROFESSIONAL & CIVIC INVOLVEMENT

State Bar of Arizona, *Member*

District of Columbia Bar, *Member*

New York State Bar Association, *Member*

National Immigrant Justice Center, *Pro Bono Counsel*

Florence Immigrant & Refugee Rights Project, *Pro Bono Counsel*

KELLER ROHRBACK

LAW OFFICES ♦ L. L. P.

BAR & COURT ADMISSIONS

1979, Arizona Supreme Court
1979, U.S. District Court for the District of Arizona
1982, U.S. Court of Appeals for the Ninth Circuit
1995, U.S. Supreme Court
2005, U.S. Court of Appeals for the Second Circuit
2005, U.S. Court of Appeals for the Fifth Circuit
2007, U.S. District Court for the Eastern District of Michigan
2009, District of Columbia Court of Appeals
2010, U.S. Court of Appeals for the Fourth Circuit
2010, U.S. District Court for the District of North Dakota
2011, New York Supreme Court, Appellate Division
2012, U.S. District Court for the Southern District of New York
2013, U.S. District Court for the District of Colorado
2013, U.S. Court of Appeals for the Eighth Circuit
2014, U.S. Court of Appeals for the Sixth Circuit
2014, U.S. Court of Appeals for the Third Circuit
2015, U.S. Court of Appeals for the Seventh Circuit
2015, U.S. Court of Appeals for the Tenth Circuit
2016, U.S. District Court for the Southern District of Illinois
2016, U.S. District Court for the Western District of Oklahoma
2016, U.S. District Court for the Eastern District of Missouri
2016, U.S. District Court of the Central District of Illinois
2016, U.S. District Court of the Northern District of Indiana
2017, Executive Office for Immigration Review
2019, U.S. District Court for the Northern District of New York

PUBLICATIONS & PRESENTATIONS

Speaker, ABA Seminar, After Enron, 2006
Speaker, Chicago Bar Association, Company Stock Litigation, 2006
Speaker, West LegalWorks ERISA Litigation Conference, 2007
Speaker, National Center for Employee Ownership, *Fiduciary Implications of Company Stock Lawsuits*, 2012 and 2013
Speaker, American Conference Institute, *New Developments in Church Plan Litigation*, 2015-2017

KELLER ROHRBACK

LAW OFFICES ♦ L. L. P.



DEAN KAWAMOTO

CONTACT INFO

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dkawamoto@kellerrohrback.com

PRACTICE EMPHASIS

- Class Actions
- Environmental Litigation
- Financial Products & Services
- Institutional Investors
- Mortgage Put-Back Litigation
- Securities

EDUCATION

University of California at Berkeley

B.A., History and Biology, *High Distinction*, 1998

Yale Law School

J.D., 2003

University of Cambridge (UK)

LL.M., International Law, *First Class Honors*, 2007

Dean Kawamoto understands complex cases. Many of Dean's cases involve complicated financial transactions, sophisticated institutional and government clients, large-scale discovery, extensive expert analysis, and massive damages. Dean's litigation experience is broad, and includes litigation involving public health, systemic corporate fraud, financial services and securities transactions, consumer protection, product liability, environmental remediation, and professional liability.

As a partner in the firm's Complex Litigation Group, Dean has played an important role in many of Keller Rohrbach's largest cases. In the Opiate MDL, Dean has played a lead role in developing the case against Mallinckrodt and has also worked closely with the experts in the case. Dean was part of the Keller Rohrbach team that successfully sued Volkswagen, Audi, and Porsche for engaging in a massive fraud to cheat emission standards by using "defeat devices." Dean is currently part of the litigation team representing several of the Federal Home Loan Banks in litigation against dozens of issuers, underwriters, and sponsors of private label mortgage-backed securities worth \$13 billion. He was also part of the trial team that successfully objected on behalf of the firm's clients to the \$8.5 billion settlement between Bank of New York Mellon and Bank of America over Countrywide's massive mortgage liabilities, the only objection that was sustained by the trial court. Most recently, Dean was appointed by the Honorable Judge William Orrick as co-lead counsel for *In re JUUL Labs, Inc., Marketing, Sales Practices, and Products Liability Litigation*, the multidistrict litigation against JUUL Labs, Inc. and other defendants for actions relating to the vaping epidemic among minors.

Dean also has an extensive background in environmental law. He has performed climate change research in the Arctic Tundra. He has worked for the United States Senate Committee on Environment and Public Works, where he was in charge of issues relating to water pollution and the Clean Water Act. During law school, he was a research assistant and teaching assistant to Professor Daniel Esty, the former Commissioner of the Connecticut Department of Energy and Environmental Protection. Dean also served as an adjunct instructor in environmental law and policy for the University of Southern California.

Dean served as a clerk for the Honorable Wm. Matthew Byrne, U.S. District Judge for the Central District of California and was previously a Professional Staff Member on the U.S. Senate Committee on Environment and Public Works and a Legislative Aide to Senator Lincoln D. Chafee of Rhode Island.

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BAR & COURT ADMISSIONS

2004, California

2004, U.S. District Court for the Central District of California

2009, District of Columbia

2011, Washington

2015, U.S. District Court for the Northern District of California

2015, U.S. District Court for the Eastern District of California

2015, U.S. District Court for the Western District of Washington

PROFESSIONAL & CIVIC INVOLVEMENT

Washington State Bar Association, *Member*

State Bar of California, *Member*

District of Columbia Bar, *Member*

American Bar Association, *Member*

HONORS & AWARDS

Selected to Rising Stars list in *Super Lawyers – Washington*, 2014-2015

Recipient of the Clifford Chance C.J. Hamson Prize for thesis on class actions

John Gardner Public Service Fellow

Recipient of the Departmental Citation for Integrative Biology (awarded to the top graduate in the major)

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DEREK LOESER

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PRACTICE EMPHASIS

- Antitrust & Trade Regulation
- Appeals
- Class Action & Consumer Litigation
- Data Privacy Litigation
- Employee Benefits & Retirement Security
- Employment Law
- Environmental Litigation
- Financial Products & Services
- Governments and Municipalities
- Institutional Investors
- Mortgage Put-Back Litigation
- Securities Fraud
- Whistleblower

Derek is a senior partner in Keller Rohrback's nationally recognized Complex Litigation Group and a member of the firm's Executive Committee.

Derek's passion for holding large corporations accountable for wrongdoing has helped recover billions of dollars for consumers, retirees, governments and institutions. He has served in leadership roles in major complex cases across the country. Currently, he is co-lead counsel in *In re Facebook, Inc. Consumer Privacy User Profile Litigation*, the MDL litigation against Facebook stemming from the Facebook Cambridge Analytica scandal.

Derek also serves as lead counsel for the Wells Fargo unauthorized account consumer class action. In this case, Derek and the Keller Rohrback team achieved a \$142 million settlement requiring the bank to refund all improper fees and provide first-of-its kind credit damage reimbursement, among other relief, to Wells Fargo customers.

In addition to his class action work, Derek helps manage the Keller Rohrback team representing state and local government entities in a number of matters involving significant public health crises. For example, Derek leads the Keller Rohrback team litigating government cases against opioid manufacturers and distributors in *In re National Prescription Opiate Litigation*. In the Opioid MDL, Derek serves on the Expert and Law & Briefing Committees, and directs the litigation against a major generic opioid manufacturer. He also represents school districts and counties in litigation against the e-cigarette company, JUUL, for targeting and addicting youth. These cases are quintessential examples of the type of litigation Derek and the Keller Rohrback team fervently pursue: corporate fraud and malfeasance causing serious harm to the public.

Some of Derek's other notable cases include mortgage-backed securities cases on behalf of the Federal Home Loan Banks of Chicago, Indianapolis and Boston; ERISA class cases on behalf of employees whose retirement savings were decimated by corporate fraud and abuse on the part of Enron, WorldCom, Countrywide, and Washington Mutual, among others. He has also litigated fraud, RICO, and antitrust cases against drug manufacturers, pharmacy benefit managers, and insurance companies for conspiring to drive up the cost of life-saving medications such as insulin.

Many of Derek's cases have required coordinating with state and federal agencies involved in litigation that parallels cases pursued by Keller Rohrback, including state attorneys general, the Department of Justice, and the Department of Labor. In addition, Derek has extensive experience negotiating complex, multi-party settlements, and coordinating with the many parties and counsel necessary to accomplish this. He is also frequently asked to speak at national conferences about class actions, public health litigation, ERISA, and

KELLER ROHRBACK

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other complex litigation topics.

Before joining Keller Rohrback, Derek served as a law clerk for the Honorable Michael R. Hogan, U.S. District Court for the District of Oregon. He was also employed as a trial attorney in the Employment Litigation Section of the Civil Rights Division of the U.S. Department of Justice in Washington, D.C.

EDUCATION

Middlebury College

B.A., *summa cum laude*, 1989, American Literature (highest department honors), Stolley-Ryan American Literature Prize, Phi Beta Kappa

University of Washington School of Law

J.D., *with honors*, 1994

HONORS & AWARDS

Listed as Lawdragon 500 Leading Lawyers in America 2018 and 2022

Selected to Super Lawyers list in *Super Lawyers - Washington*, 2007-2012, 2014-2022

AV[®], Peer Review Top-Rated by Martindale-Hubbell

Recipient of the 2010 Burton Award for Legal Achievement for the article, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty, Pension & Benefits Reporter*, Bureau of National Affairs, Inc. (Sept. 1, 2009)

Selected to Rising Stars list in *Super Lawyers - Washington*, 2005-2007

U.S. Department of Justice Award for Public Service, 1996

U.S. Department of Justice Achievement Award, 1996

U.S. Department of Justice Honors Program Hire, 1994

BAR & COURT ADMISSIONS

1994, Washington

1998, U.S. District Court for the Western District of Washington

1998, U.S. District Court for the Eastern District of Washington

1998, U.S. Court of Appeals for the Ninth Circuit

2002, U.S. District Court for the Eastern District of Michigan

2004, U.S. District Court for the Northern District of Illinois

2006, U.S. Court of Appeals for the Eleventh Circuit

2009, U.S. Court of Appeals for the Eighth Circuit

2010, United States Supreme Court

2010, U.S. Court of Appeals for the Fourth Circuit

2012, U.S. Court of Appeals for the Third Circuit

2013, U.S. Court of Appeals for the Second Circuit

2014, U.S. Court of Appeals for the First Circuit

2017, New York

PROFESSIONAL & CIVIC INVOLVEMENT

King County Bar Association, *Member*

Washington State Bar Association, *Member*

American Bar Association, *Member*; *Employment Benefits Committee Member*

National Employment Lawyers Association, *Member*

American Civil Liberties Union of Washington, *Cooperating counsel*

PUBLICATIONS & PRESENTATIONS

Panelist, Law Seminars International - Health Care Class Actions: The Role of Class Actions as a Path to Recovery of Damages Related to the Opioid Crisis - *Class certification issues for human health impacts vs. financial impacts on government entities*, November, 2020.

Panelist, HarrisMartin's MDL Conference: JUUL and Capital One Data Breach Litigation – JUUL, E-Cigarettes & Vaping Litigation – An Overview of JUUL Legal Landscape: Case Filings, Judicial Rulings and MDL Submissions, Beverly Hills, CA, September, 2019.

Panelist, HarrisMartin's MDL Conference: Opioid, Equifax & Talcum Powder – *Opioid Litigation Landscape: Venues, Jurisdictional Hurdles, Defenses and Cause of Action*, St. Louis, MO, November, 2017.

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PUBLICATIONS & PRESENTATIONS (CONT)

Panelist, HarrisMartin's National Opioid Litigation Conference - *Current Landscape of Opioid Litigation*, Chicago, IL, October, 2017.

Speaker, *Trends in Auto Defect Litigation*, Seattle, WA, May, 2017.

Panelist, Law Seminars International - VW Diesel Emissions Litigation: A Case Study of the Interplay Between Government Regulatory Activity and Consumer Fraud Class Actions, May, 2016.

Speaker, *Class Action & Data Breach Litigation*, Santa Barbara, CA, March, 2016.

Speaker, *Fiduciary Challenges in a Low Return Environment*, Seattle, WA, December, 2014.

Speaker, *Post-Certification Motion Practice in Class Actions*, Seattle, WA, June, 2014.

Speaker, *Investment Litigation: Fees & Investments in Defined Contribution Plans*, ERISA Litigation, Washington, D.C., 2012.

Speaker, *Post-Certification: Motion Issues in Class Actions*, Litigating Class Actions, Seattle, WA, 2012.

Derek W. Loeser, Erin M. Riley & Benjamin B. Gould, 2010 *ERISA Employer Stock Cases: The Good, the Bad, and the In Between-Plaintiffs' Perspective*, Pension & Benefits Daily, Bureau of National Affairs, Inc. (Jan. 28, 2011).

Derek W. Loeser & Erin M. Riley, *The Case Against the Presumption of Prudence*, Pension & Benefits Daily, Bureau of National Affairs, Inc. (Sept. 10, 2010).

Speaker, ABA Mid-Winter Meeting, San Antonio, TX, 2010.

Speaker, 22nd Annual ERISA Litigation Conference - New York, NY, Nov. 2009.

Speaker, 22nd Annual ERISA Litigation Conference - Las Vegas, NV, Oct. 2009.

Derek W. Loeser & Benjamin B. Gould, *The Continuing Applicability of Rule 23(b)(1) to ERISA Actions for Breach of Fiduciary Duty*, Pension & Benefits Reporter, Bureau of National Affairs, Inc. (Sept. 1, 2009).

Derek W. Loeser & Benjamin B. Gould, *Point/Counterpoint: Is Rule 23(b)(1) Still Applicable to ERISA Class Actions?*, ERISA Compliance and Enforcement Library of the Bureau of National Affairs, Inc. (May 1, 2009).

Derek W. Loeser, *The Legal, Ethical, and Practical Implications of Noncompetition Clauses: What Physicians Should Know Before They Sign*, J.L. Med. & Ethics, Vol. 31:2 (2003).

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PRACTICE EMPHASIS

- Class Actions
- Commercial Litigation
- Consumer Protection
- eDiscovery
- Financial Products and Services
- Intellectual Property
- Mass Personal Injury
- Securities
- Whistleblower

EDUCATION

Arizona State University

B.S., 2002, Justice Studies

New England School of Law

J.D., 2006, Senior Editor, *New England Journal of International and Comparative Law*

Eric Fierro bridges the gap between technology and the law. Eric practices in Keller Rohrback's nationally recognized Complex Litigation Group and oversees the firm's legal technology group, providing electronic discovery and litigation support to colleagues and clients on a wide array of cases. Whether he is helping to preserve significant amounts of data for institutional clients or walking an individual through the data collection process to increase accuracy and maximize privacy, Eric works closely with clients to understand their needs and provide solutions.

Eric has over 15 years of experience with legal technology. While attending law school in the evening, Eric worked full-time for the U.S. Attorney's Office for the District of Massachusetts where he provided technical support for all criminal and civil units, including the healthcare fraud, securities fraud, and other white collar crime units. Eric also worked as a summer law clerk for the computer crime and intellectual property unit at the U.S. Attorney's Office. Before joining Keller Rohrback, he was a managing consultant for Huron Consulting Group, providing consultative services for complex electronic discovery and document review matters.

When not at work, Eric enjoys spending time with his family, golfing, and rebuilding off-road vehicles in his garage.

BAR & COURT ADMISSIONS

2009, Arizona

2009, U.S. District Court for the District of Arizona

PROFESSIONAL & CIVIC INVOLVEMENT

Arizona State Bar Association, *Member*

PUBLICATIONS & PRESENTATIONS

Presenter, 2019 ASU-Arkfeld eDiscovery and Digital Evidence Conference, "Everyday Devices and the Internet of Things: Working with ESI in the Forest of Smart Device."

Presenter, 2018 Complex Litigation E-Discovery Forum, Plaintiff Offensive Review Workflows and Tips, September 2018.

Presenter, 2017 Complex Litigation E-Discovery Forum, Best Practice for Plaintiff Document Collection, September 2017.

Presenter, 2016 Complex Litigation E-Discovery Forum, Negotiating a State of the Art ESI Protocol, September 23, 2016.

Panelist, IPro Innovations for The Sedona Conference, The 2015 Federal Rule Amendments: Has Anything Really Changed? April 2016.

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PUBLICATIONS & PRESENTATIONS (CONT.)

Guest Lecturer at Stanford Law School, Multidistrict Litigation (February 22, 2019).

Presenter at ABA Section of Litigation, Discovery and Ethical "Rules of the Road" for Working with Expert Witnesses (July 19, 2018).

Presenter at Bristol Myers Squibb Panel, UC-Irvine, UC-Berkeley, & Emory University Schools of Law First Joint Coordination Conference at Berkeley (June 5, 2018).

Law Seminars International Presents: The 14th Annual Conference On Litigating Class Actions (May 10-11, 2018).

Presenter, Consumer Protection and the Opioid Crisis

Presenter, Corporate Fraud Against Consumers

Presenter, Settlement Strategies for Class Actions and Multidistrict Litigation.

Presenter at HarrisMartin's Plaintiff Opioid MDL Conference, "Causation and Science" (January 8, 2018).

Presenter at HarrisMartin MDL Conference, "Opioid, Equifax & Talcum Powder, Equifax Data Breach: What Happened? Who Was Impacted? What Are the Damages?" (November 29, 2017).

Presenter at National Consumer Law Center, "Effectively Persuading Your Judge," NCLC Consumer Class Action Symposium (November 18, 2017).

Presenter at Practising Law Institute 22nd Annual Consumer Financial Services Institute (2017).

Panelist at Law Seminars International - 13th Annual Conference on Litigating, "Settlement Strategies for Class Actions and Multidistrict Litigation" (April 28, 2017).

Panelist at EmoryLaw NextGen Conference and EmoryLaw Fed. Judicial Ctr. and JPML Program (December 14-16, 2016).

Panelist at HarrisMartin's MDL Conference, "Settlements in Mass Tort and Class Action Litigation" (July 27, 2016).

Panelist at American Association for Justice webinar, "Dissecting the U.S. Supreme Court Decision in Spokeo," Inc. v. Robins (May 26, 2016).

Panelist at Law Seminars International, "VW Diesel Emissions Litigation: A Case Study of the Interplay Between Government Regulatory Activity and Consumer Fraud Class Actions" (May 6, 2016).

Presenter at PLI Consumer Financial Services Institute 2016, "Data Security & Privacy Issues" (May 12, 2016).

Panelist at HarrisMartin Pharmaceutical and Environmental Mass Tort Litigation, Class Action and Data Breach Litigation (March 30, 2016).

Panelist at Bridgeport Consumer Class Action Litigation Conference, "Current State of the Law on Ascertainability and Standing" (January 8, 2016).

Panelist at HarrisMartin MDL Conference Volkswagen and Pharmaceutical Update: RICO and Additional Defendants (December 2, 2015).

Panelist at Bridgeport Volkswagen Class Action & MDL Seminar - Diesel Emissions Scandal (November 23, 2015).

Panelist at HarrisMartin Volkswagen Diesel Emissions Litigation Conference: RICO and Additional Defendants (October 27, 2015).

Panelist at Law Seminars International, The Eleventh Annual Comprehensive Conference on Class Actions, "Data Breaches: Cases at the Intersection of Class Actions and Internet Technology" (June 4, 2015).

Panelist at ABA Section of Dispute Resolution Meeting 17th Annual Spring Conference, "Solutions in Seattle: A View From the Trenches: What's Working and What's Not Working with Mediators" (April 16, 2015).

Presenter at HarrisMartin Data Breach Litigation Conference, "Coming of Age: The Differences between Employee and Consumer Cases" (March 25, 2015).

Presenter at Practising Law Institute, Managing Complex Litigation 2014: Class Actions; Mass Torts & MDL (October 21, 2014).

Presenter at Class Action Conference, "Recent Settlement Trends in Class Actions and Multidistrict Litigation: A Detailed Look at the Process for Settling and Administering Settlements" (June 13, 2014).

Presenter at Harris Martin's MDL Conference, "Target Data Security Breach Litigation: Recent Development, Issues in Data Breach Litigation" (March 26, 2014).

Presenter at Law Seminars International, Class Actions and Other Aggregate Litigation Seminar: Post-Certification Motion Issues in Class Actions (May 14, 2013).

Panelist at Chartis Security & Privacy Seminar (October 20, 2011).

Presenter at 20th Annual American Bar Association Tort Trial and Insurance Practice Section Spring CLE Meeting, "Toxic Torts: Toxins In Everyday Products" (April 1, 2011).

Gretchen Freeman Cappio, Erosion of Indigenous Right to Negotiate in Australia, 7 Pac. Rim L. & Pol'y J. 405 (1998).

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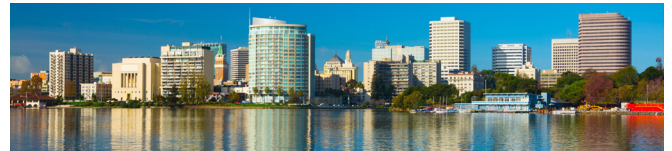
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Keller Rohrback L.L.P.
3255 Bending Tree Lane
Missoula, MT 59808



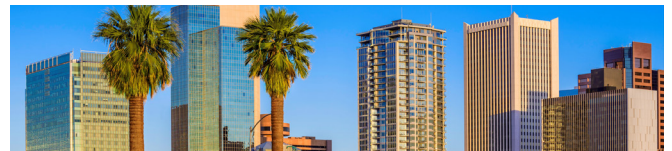
OAKLAND

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180 Grand Avenue, Suite 1380
Oakland, CA 94612
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NEW YORK

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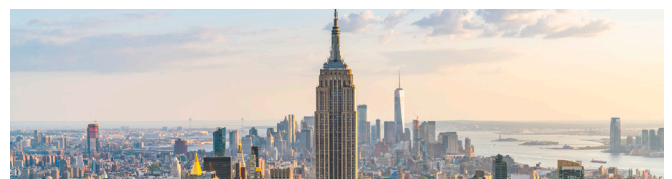


EXHIBIT 8



HAGENS BERMAN



EXPERIENCE.
INNOVATION.
RESULTS.





Hagens Berman is a leader in class-action litigation and an international law firm driven by a team of legal powerhouses. With a tenacious spirit, we are motivated to make a positive difference in people's lives.

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 Jeannie Evans115
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 Laura Hayes118
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Tory Beardley129
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Michael J. Gallagher Jr.157

INTRODUCTION

The Firm

Hagens Berman Sobol Shapiro LLP was founded in 1993 with one purpose: to help victims with claims of fraud and negligence that adversely impact a broad group. The firm initially focused on class action and other types of complex, multi-party litigation, but we have always represented plaintiffs, victims and the underdog. As the firm grew, it expanded its scope while staying true to its mission of taking on important cases that implicate the public interest. The firm represents plaintiffs including investors, consumers, inventors, workers, the environment, governments, whistleblowers and others.

We are one of the nation's leading class-action law firms and have earned an international reputation for excellence and innovation in groundbreaking litigation against large corporations.

OUR FOCUS. Our focus is to represent plaintiffs/victims in product liability, tort, antitrust, consumer fraud, sexual harassment, securities and investment fraud, employment, whistleblower, intellectual property, environmental, and employee pension protection cases. Our firm is particularly skilled at managing multi-state and nationwide class actions through an organized, coordinated approach that implements an efficient and aggressive prosecutorial strategy to place maximum pressure on defendants.

WE WIN. We believe excellence stems from a commitment to try each case, vigorously represent the best interests of our clients, and obtain the maximum recovery. Our opponents know we are determined and tenacious and they respect our skills and recognize our track record of achieving top results.

WHAT MAKES US DIFFERENT. We are driven to return to the class every possible portion of its damages—our track record proves it. While many class action or individual plaintiff cases result in large legal fees and no meaningful result for the client or class, Hagens Berman finds ways to return real value to the victims of corporate fraud and/or malfeasance.

A NATIONWIDE REACH. The scope of our practice is truly nationwide. We have flourished through our network of offices in eight cities across the United States, including Seattle, Boston, Chicago, Los Angeles, New York, Phoenix, San Diego and San Francisco, and one international office in London, and our eyes are always open to trends of fraud, negligence and wrongdoing that may be taking form anywhere in the world. Our reach is not limited to the cities where we maintain offices. We have cases pending in courts across the country and have a vested interest in global instances of oppression, wrongdoing and injustice.



INTRODUCTION
Locations

SEATTLE

1301 Second Avenue, Suite 2000
Seattle, WA 98101
(206) 623-7292 phone
(206) 623-0594 fax

BERKELEY

715 Hearst Avenue, Suite 202
Berkeley, CA 94710
(510) 725-3000 phone
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BOSTON

55 Cambridge Parkway, Suite 301
Cambridge, MA 02142
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(617) 482-3003 fax

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Hagens Berman UK LLP
10 Finsbury Square
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455 N. Cityfront Plaza Drive, Suite 2410
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(708) 628-4949 phone
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LOS ANGELES

301 North Lake Avenue, Suite 920
Pasadena, CA 91101
(213) 330-7150 phone
(213) 330-7152 fax

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“ ...the track record of Hagens Berman[’s] **Steve Berman is... impressive**, having racked... a \$1.6 billion settlement in the Toyota Unintended Acceleration Litigation and a substantial number of really outstanding big-ticket results. ”

– Milton I. Shadur, Senior U.S. District Judge, naming Hagens Berman Interim Class Counsel in Stericycle Pricing MDL

“ Class counsel has **consistently demonstrated extraordinary skill and effort**. ”

– U.S. District Judge James Selna, Central District of California, *In re Toyota Motor Corp. Unintended Acceleration Marketing, Sales Practices and Products Liability Litigation*

“ Berman is considered **one of the nation’s top class-action lawyers**. ”

– Associated Press

Elite Trial Lawyers

The National Law Journal

The Plaintiffs’ Hot List: The Year’s Hottest Firms

The National Law Journal

Most Feared Plaintiffs Firms

Law360

“ **Landmark consumer cases are business as usual** for Steve Berman. ”

– *The National Law Journal*, naming Steve Berman one of the 100 most influential attorneys in the nation for the third time in a row

“ [A] **clear choice** emerges. That choice is the Hagens Berman firm. ”

– U.S. District Court for the Northern District of California, *In re Optical Disk Drive Products Antitrust Litigation* (appointing the firm lead counsel)

“ All right, I think I can conclude on the basis with my five years with you all, watching this litigation progress and seeing it wind to a conclusion, that **the results are exceptional...** You did an exceptionally good job at organizing and managing the case... ”

– U.S. District Court for the Northern District of California, *In re Dynamic Random Access Memory Antitrust Litigation* (Hagens Berman was co-lead counsel and helped achieve the \$325 million class settlement)

VISA-MASTERCARD ANTITRUST LITIGATION

The firm served as co-lead counsel in what was then the largest antitrust settlement in history – valued at **\$27 billion**.

VOLKSWAGEN FRANCHISE DEALERS LITIGATION

The firm served as lead counsel representing VW franchise dealers in this suit related to the automaker’s Dieselgate scandal. A **\$1.6 billion** settlement was reached, and represents a result of nearly full damages for the class.

VOLKSWAGEN EMISSIONS LITIGATION

Hagens Berman was named a member of the Plaintiffs’ Steering Committee and part of the Settlement Negotiating team in this monumental case that culminated in the largest automotive settlement in history – **\$17.4 billion**.

TOYOTA UNINTENDED ACCELERATION LITIGATION

Hagens Berman obtained the then largest automotive settlement in history in this class action that recovered **\$1.6 billion** for vehicle owners.

STATE OF WASHINGTON, ET AL. V. PHILIP MORRIS, ET AL.

Hagens Berman represented 13 states in the largest recovery in litigation history – **\$206 billion**.

E-BOOKS ANTITRUST LITIGATION

Hagens Berman served as co-lead counsel in this matter and secured a combined **\$560 million** settlement on behalf of consumers against Apple and five of the nation’s largest publishing companies.

LCD ANTITRUST LITIGATION

Hagens Berman served as a member of the Executive Committee representing consumers against multiple defendants in multi-district litigation. The total settlements exceeded **\$470 million**.

MCKESSON DRUG LITIGATION

Hagens Berman was lead counsel in these racketeering cases against McKesson for drug pricing fraud that settled for more than **\$444 million** on the eve of trials.

DAVITA HEALTHCARE PERSONAL INJURY LITIGATION

A Denver jury awarded a monumental **\$383.5 million** jury verdict against GranuFlo dialysis provider DaVita Inc. on June 27, 2018, to families of three patients who suffered cardiac arrests and died after receiving dialysis treatments at DaVita clinics.

DRAM ANTITRUST LITIGATION

The firm was co-lead counsel, and the case settled for **\$345 million** in favor of purchasers of dynamic random access memory chips (DRAM).

AVERAGE WHOLESALE PRICE DRUG LITIGATION

Hagens Berman was co-lead counsel in this ground-breaking drug pricing case against the world’s largest pharmaceutical companies, resulting in a victory at trial. The court approved a total of **\$338 million** in settlements.

ENRON ERISA LITIGATION

Hagens Berman was co-lead counsel in this ERISA litigation, which recovered in excess of **\$250 million**, the largest ERISA settlement in history.

CHARLES SCHWAB SECURITIES LITIGATION

The firm was lead counsel in this action alleging fraud in the management of the Schwab YieldPlus mutual fund; a **\$235 million** class settlement was approved by the court.

Practice Areas

PRACTICE AREAS

Consumer Protection - General Class Litigation

> Wells Fargo Force-Placed Insurance

Hagens Berman brought a case against Wells Fargo alleging it used “force-placed” insurance clauses in mortgage agreements, a practice that enables the bank to charge homeowners insurance premiums up to 10 times higher than normal rates.

RESULT: Hagens Berman reached a settlement in this case, under which all class members will be sent checks for more than double the amount of commissions that Wells Fargo wrongfully extracted from the force placement of insurance on class members’ properties.

> Consumer Insurance Litigation

Hagens Berman has pioneered theories to ensure that in first- and third-party contexts consumers and health plans always receive the treatment and benefits to which they are entitled. Many of our cases have succeeded in expanding coverage owed and providing more benefits; recovering underpayments of benefits; and returning uninsured/underinsured premiums from the misleading tactics of the insurer.

U.S. Legal Team

**PARTNER****Thomas E. Loeser**

Mr. Loeser obtained judgments in cases that have returned billions of dollars to millions of consumers and more than \$100 million to the government.

CONTACT

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YEARS OF EXPERIENCE

> 21

PRACTICE AREAS

- > Consumer Rights
- > False Claims Act/**Qui Tam**
- > Government Fraud
- > Corporate Fraud
- > Data Breach/Identity Theft and Privacy

INDUSTRY EXPERIENCE

- > Automotive
- > Consumer Fraud
- > Cyber and Intellectual Property Crimes
- > Racketeering
- > False Claims
- > Government Fraud
- > Technology
- > Software
- > Recreation
- > Athletic Apparel

BAR ADMISSIONS

- > California
- > Illinois
- > District of Columbia

COURT ADMISSIONS

- > District of Columbia
- > U.S. District Court for the District of Columbia

CURRENT ROLE

- > Partner, Hagens Berman Sobol Shapiro LLP
- > Practice focuses on class actions, False Claims Act and other whistleblower cases, consumer protection and data breach/identity-theft/privacy cases
- > Successfully litigated class-action lawsuits against mortgage lenders, appraisal management companies, automotive manufacturers, national banks, home builders, hospitals, title insurers, technology companies and data processors
- > Currently prosecuting consumer protection class-action cases against banks, automobile manufacturers, lenders, loan servicing companies, technology companies, national retailers, payment processors and False Claims Act whistleblower suits now under seal
- > Obtained judgments in cases that have returned billions of dollars to millions of consumers and more than \$100 million to the government

RECOGNITION

- > The National Trial Lawyers: Top 100, 2019 -2020
- > Washington Super Lawyers, 2016 - 2020
- > Washington Top Lawyers, 2016 - 2020
- > Martindale-Hubbell® AV Preeminent rating, 2015 - 2020
- > Lawdragon 500 Leading Lawyers in America - 2019
- > Lawdragon 500 Leading Lawyers in America, Plaintiff Financial Lawyers - 2020

EXPERIENCE

- > Experience trying cases in federal and state courts in San Francisco, Los Angeles and Seattle
- > Served as lead or co-lead counsel in 12 federal jury trials and has presented more than a dozen cases to the Ninth Circuit Court of Appeals
- > As a federal prosecutor in Los Angeles, Mr. Loeser was a member of the Cyber and Intellectual Property Crimes Section and regularly appeared in the Central District trial courts and the Ninth Circuit Court of Appeals
- > Assistant U.S. Attorney, U.S. Department of Justice
- > Wilson Sonsini Goodrich & Rosati

NOTABLE CASES

- > Volkswagen Emissions Defect Litigation
- > Shea Homes Construction Defect Litigation

PARTNER

Thomas E. Loeser

- > U.S. District Court for the Eastern District of California
- > U.S. District Court for the Northern District of California
- > U.S. District Court for the Southern District of California
- > U.S. District Court for the Central District of California
- > Supreme Court of California
- > U.S. District Court for the Eastern District of Michigan
- > U.S. District Court for the Western District of Washington
- > Supreme Court of Washington
- > Ninth Circuit Court of Appeals

EDUCATION

- > Duke University School of Law, J.D., **magna cum Laude**, Order of the Coif, Articles Editor Law and Contemporary Problems, 1999
- > University of Washington, M.B.A., **cum laude**, Beta Gamma Sigma, 1994
- > Middlebury College, B.A., Physics with Minor in Italian, 1988

- > Meracord/Noteworld Debt Settlement Litigation
- > Defective RV Refrigerators Litigation
- > New Jersey Medicare Outlier Litigation
- > Center for Diagnostic Imaging Qui Tam Litigation
- > Countrywide FHA Fraud Qui Tam Litigation
- > Chicago Title Insurance Co. Litigation
- > KB Homes Captive Escrow Litigation
- > Aurora Loan Modification Litigation
- > Wells Fargo HAMP Modification Litigation
- > JPMorgan Chase Force-Placed Flood Insurance Litigation
- > Wells Fargo Force-Placed Insurance Litigation
- > Target Data Breach Litigation
- > Cornerstone Advisors Derivative Litigation
- > Honda Civic Hybrid Litigation
- > Hyundai MPG Litigation

LANGUAGES

- > French
- > Italian

**PARTNER**

Barbara Mahoney

Ms. Mahoney received her doctorate in philosophy from the Universität Freiburg (Germany), where she graduated magna cum laude.

CONTACT

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YEARS OF EXPERIENCE

> 19

PRACTICE AREAS

- > Civil RICO
- > Consumer Rights
- > Environmental Litigation
- > Intellectual Property
- > State False Claims

INDUSTRY EXPERIENCE

- > Pharmaceutical Industry
- > Class Action Litigation

BAR ADMISSIONS

- > Washington

COURT ADMISSIONS

- > U.S. District Court, Western District of Washington
- > U.S. District Court, Eastern District of Washington
- > Ninth Circuit Court of Appeals

EDUCATION

- > University of Washington, J.D., 2001
- > Universität Freiburg, PhD, philosophy, magna cum laude, 1993

CURRENT ROLE

- > Partner, Hagens Berman Sobol Shapiro LLP
- > Focuses primarily on national class actions and pharmaceutical litigation
- > Currently part of the firm's legal team representing 2014-16 BMW i3 REx owners in a class action regarding a defect in the range extender that causes the cars to suddenly reduce speed and power without warning when transitioning from pure battery mode to the range extender.
- > Represents consumers in a nationwide class action against Dometic Corporation seeking compensation for RV and boat owners who experienced extensive loss of property due to fires and explosions caused by defective refrigerators sold by Dometic.
- > Extensively involved in several suits against McKesson relating to allegations the company engaged in a scheme that raised prices of 400+ brand-name prescription drugs. Resulted in two national class-action settlements for \$350 million and \$82 million. In related litigation, Ms. Mahoney represented Virginia, Connecticut, Arizona, Oregon, Utah and Montana in individual cases against McKesson.
- > Extensively involved in **In re: Generic Pharmaceuticals Pricing Antitrust Litigation** on behalf of putative class of direct purchasers in MDL alleging generic drug manufacturers engaged in price fixing.
- > Represents Kentucky homeowners in a putative class action against Louisville Gas & Electricity to recover the cost of removing coal ash and dust from their homes.
- > Previously, she was involved in pioneering litigation against oil and energy companies for the village and tribe of Kivalina to recover the cost of extensive damage to the village caused by global warming.

RECOGNITION

- > Rising Star, Washington Law & Politics, 2005

EXPERIENCE

- > Worked in several areas of commercial litigation, including unlawful competition, antitrust, securities, trademark, CERCLA, RICO, FLSA as well as federal aviation and maritime law
- > Associate, Calfo Harrigan Leyh & Eakes LLP (formerly Danielson Harrigan Leyh & Tollefson)
- > Law Clerk, Justice Sanders, Washington Supreme Court
- > Law Clerk, Judge Sandra Brown Armstrong, U.S. District Court, N.D. California

LEGAL ACTIVITIES

- > Downtown Neighborhood Legal Clinic
- > Q Law

PARTNER

Barbara Mahoney

› Cooperating Attorney with American Civil Liberties Union of Washington

NOTABLE CASES

› New England Carpenters v. First DataBank (\$350 million class-action settlement)

› Douglas County v. McKesson (\$82 million class-action settlement)

LANGUAGES

› Fluent in German

› Reads Swedish and French

PERSONAL INSIGHT

Ms. Mahoney lives in West Seattle with her partner and is very active in local athletic organizations. She is a former board member of Rain City Soccer, where she also organized a summer-long program on basic skills. She is also active in Seattle Frontrunners, a masters track club. She enjoys reading, running, soccer and studying foreign languages.



ASSOCIATE

Ted Wojcik

Ted is devoted to working on behalf of those harmed by corporate misconduct, and has experience advocating for individuals in several contexts.

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YEARS OF EXPERIENCE

> 5

BAR ADMISSIONS

> Georgia

CLERKSHIPS

- > Judge Mark H. Cohen, U.S. District Court for the Northern District of Georgia, Atlanta, GA, 2016-2018
- > Judge Marjorie Allard, Alaska Court of Appeals, Anchorage, AK, 2015-2016

EDUCATION

- > Yale Law School, J.D., 2015
- > Dartmouth College, A.B., 2011, *magna cum laude*

CURRENT ROLE

- > Associate, Hagens Berman Sobol Shapiro LLP

EXPERIENCE

- > Prior to joining Hagens Berman, Ted served as a clerk to U.S. District Judge Mark H. Cohen, and prior to that, for Judge Marjorie Allard in the Alaska Court of Appeals.
- > During law school, Ted interned for the Alaska Public Defender Agency in Palmer, Alaska, and the New Orleans City Attorney's Office. He also worked as a student attorney in the landlord/tenant and immigration legal services clinics, and was an editor for the Yale Law Journal.
- > Before law school, Ted worked for a year as a high school teacher in the Marshall Islands.

PERSONAL INSIGHT

A Maine native and recent Seattle transplant, Ted is working hard to master the intricacies of composting and to remember that the ocean lies to the west now, not the east.

EXHIBIT 9

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United States District Court
Northern District of California

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

STARLA ROLLINS, et al.,
Plaintiffs,
v.
DIGNITY HEALTH, et al.,
Defendants.

Case No. 13-cv-01450-JST

**ORDER GRANTING MOTION FOR
FINAL APPROVAL OF SETTLEMENT
AND MOTIONS FOR ATTORNEY'S
FEES**

Re: ECF Nos. 310, 311, 312

Before the Court are a motion for a final approval of a settlement agreement and two motions for attorney's fees, expenses, and incentive awards filed by class counsel for Plaintiffs and class counsel for Intervenor Plaintiffs. ECF Nos. 310, 311, 312. The Court will grant all three motions.

I. BACKGROUND

A. Factual and Procedural Background

The factual and procedural background to this putative class action is more fully described in the Court's previous orders denying Plaintiffs' motions for preliminary settlement approval and preliminary class certification. *See* ECF Nos. 289, 292. In short, Plaintiffs sued Defendants Dignity Health and Dignity Health Retirement Plans Subcommittee as well as two individual defendants over the administration of the Dignity Health Pension Plan ("the Plan"). Second Amended Complaint ("SAC"), ECF No. 268 ¶ 3. The crux of the dispute is whether the Plan qualifies for the church plan exemption to the Employee Retirement Income Security Act of 1974 ("ERISA"). *Id.* ¶ 4.

1 This case has travelled a long road. Plaintiffs filed suit in 2013. ECF No. 1. In 2019, after
2 the case progressed through the District Court, Ninth Circuit, Supreme Court, and then the District
3 Court again, the parties eventually reached a settlement. ECF No. 278. Plaintiffs filed an
4 unopposed motion for preliminary approval of the settlement agreement – which included
5 provisions for differing payments to two subgroups – and to preliminarily certify the class. ECF
6 No. 284. The Court denied approval without prejudice and deferred ruling on preliminary class
7 certification. ECF No. 289. Plaintiffs revised the agreement and filed a renewed, unopposed
8 motion for preliminary approval and class certification. ECF No. 290. The Court reluctantly
9 denied the renewed motion, recognizing that subclass certification was required because the
10 interests of the Vesting Subclass conflicted with those of the general settlement class. ECF No.
11 292 at 16.

12 Following the second denial order, three members of the Vesting Subclass obtained
13 separate counsel and filed a motion to intervene, ECF No. 294, which the Court granted, ECF No.
14 297. The subgroup’s counsel, Mark Kindall of Iazard, Kindall & Raabe, negotiated with counsel
15 for Dignity Health, ECF No. 306 at 12, and the parties arrived at a proposed settlement as
16 articulated in the second revised settlement agreement, ECF No. 306-1.

17 After the parties addressed the Court’s concerns, the Court entered an order granting
18 preliminary approval of the class action settlement, preliminarily certifying a putative class and
19 subclass for settlement purposes. ECF No. 307. A final approval hearing was conducted on
20 March 3, 2022.

21 **B. Terms of Settlement¹**

22 The terms of the settlement agreement pertaining to the Settlement Class – “[a]ll
23 participants, former participants, or beneficiaries of the Dignity Health Pension Plan,” ECF No.
24 306-1 § 1.32 – are discussed at length in the Court’s previous order denying preliminary approval,
25 ECF No. 292 at 2-4, and the Court’s previous order granting preliminary approval, ECF No. 307

26 _____
27 ¹ This order incorporates by reference the definitions in the Second Restated and Amended Class
28 Action Settlement Agreement, and all terms used shall have the same meanings as set forth in the
Settlement Agreement.

1 at 2-3. The Court incorporates its discussion of the parties' settlement agreement here by
2 reference.

3 **II. JURISDICTION**

4 The Court has jurisdiction pursuant to 28 U.S.C. § 1331, 29 U.S.C. § 1132(e)(1), and 28
5 U.S.C. § 1332(d).

6 **III. MOTION FOR FINAL SETTLEMENT APPROVAL**

7 Having reviewed the parties' briefs and supplemental submission, the Court will grant
8 Plaintiffs' motion for final approval of the Settlement.

- 9 1. The Court confirms that the class preliminarily certified under Rule 23 is
10 appropriate for the reasons set forth in its preliminary approval order, and
11 hereby certifies the following non-opt-out classes:

12 Settlement Class: Includes "[a]ll participants, former participants, or
13 beneficiaries of the Dignity Health Pension Plan as of the date of
full execution of [the] settlement agreement." ECF No. 310-1 at 5.

14 Vesting Subclass: "the members of the Settlement Class who are
15 former Participants in the Cash Balance portion of the Plan who
16 terminated employment on or after April 1, 2013, and on or before
March 27, 2019, and completed at least three (3) but less than five
(5) years of vesting service." *Id.*

- 17 2. The "Effective Date of Settlement" as defined at Section 1.14 of the
18 Settlement Agreement, is the date on which this order becomes final.
- 19 3. For purposes of the Settlement, the Court hereby finally certifies Plaintiffs
20 Starla Rollins and Patricia Williams as class representatives and Intervenors
21 Jenifer Heiner, Christine Montoya, and Michele Hall as Vesting Subclass
22 representatives. The Court also finally certifies Keller Rohrback L.L.P.,
23 including but not limited to Ron Kilgard, Christopher Graver, Lynn L.
24 Sarko, Matthew M. Gerend, and Juli E. Farris, and Cohen Milstein Sellers
25 & Toll PLLC, including but not limited to Karen L. Handorf and Michelle
26 C. Yau, as Settlement Class Counsel. The Court finally certifies Izard,
27 Kindall & Raabe, LLP, including but not limited to Mark P. Kindall, as
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- Vesting Subclass counsel and Angeion Group as settlement administrator.
4. The parties complied in all material respects with the second revised notice plan, ECF No. 306-5, and distribution plan, ECF No. 284 at 37. The Court finds that Plaintiffs’ notice to the settlement class constituted due and sufficient notice to the class of the pending of the litigation, the existence and terms of the Settlement, class member’s right to make claims or object, and the matters to be decided at the final approval hearing. Further, the notice plan satisfied the requirements of the United States Constitution, Rule 23 of the Federal Rules of Civil Procedure, and all other applicable law. All requirements of the Class Action Fairness Act, 29 U.S.C. § 1711, et seq., have been met.
 5. The Court finds that full opportunity has been given, including at the final approval hearing held on March 3, 2022, for class members to object to the terms of the Settlement and the requests for attorney’s fees. No class members objected at the hearing. The Court received one objection from Jessica Jensen on the docket. ECF No. 313. It appears that her objection is based on a misunderstanding of the Settlement; the Settlement will not affect any of her claims regarding the amount of her individualized pension benefits and it does not dictate the amount of her accruals. Instead, the Settlement involves mandated Plan contributions and direct payments to certain subgroups. Class Counsel contacted Jensen by phone and had a discussion with her about her objection. ECF No. 316 at 8. Although it is not clear whether Jensen believes the discussion resolved her objection, the Court finds that her concerns do not relate to the Settlement in this case.
 6. None of the other statements received by the Court and/or Class Counsel appear to be objections. Monika Poje, counsel for Vladosa Brencic Hamrla, filed a notice and inquiry with the Court. ECF No. 314. The notice informs

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- the Court of the death of Nicholos Migorodsky and that his pension benefit is in the process of being transferred to his only heir, Brencic Hamrla. The notice also requested information about whether the decedent is a “member of The Vesting Subclass and is entitled to one-time payment.” ECF No. 314 at 2. Class Counsel responded to Poje on January 27, 2022, letting her know that it is unlikely that Mirgorodsky is a member of the Vesting Subclass because he has been receiving retirement benefits from 1994 until his recent death. ECF No. 316 at 10; ECF No. 316-5 ¶ 7. Class counsel sent a follow-up email on February 17, 2022. *Id.* Neither email prompted a response. The Court finds that the notice and inquiry do not constitute an objection to the Settlement.
7. Class Counsel also received a hand-written letter from “Grace T.” that discusses missed Dignity Health pension payments but does not include any discernible objection to the Settlement. ECF No. 316-2 at 5; ECF No. 316 at 4.
8. Finally, the Settlement Administrator received a letter from a person expressing concern that the Settlement could interfere with her Social Security benefits. ECF No. 316-2 ¶ 11. The Settlement Administrator responded with a letter containing additional information about the Settlement and contact information for Class Counsel. ECF No. 316-1 ¶ 8. As of the date of this order, the letter’s author has neither contacted Class Counsel nor filed an objection. The Settlement Administrator also received other inquiries via email, none of which constitute objections to the Settlement. ECF No. 316-1 ¶ 9.
9. The Court finds that the Settlement is fair, reasonable, and adequate. The Court further finds that the Settlement was the product of arms-length negotiations between competent, able counsel and conducted with the

United States District Court
Northern District of California

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oversight and involvement of a neutral mediator; the record was sufficiently developed and complete through meaningful discovery and motion proceedings enabled counsel for the parties to adequately evaluate and consider the strengths and weaknesses of their respective positions; the litigation involved disputed claims, which underscores the uncertainty and risks of the outcome in this matter; and the Settlement provides meaningful remedial benefits for the disputed claims.

* * *

Accordingly, the motion for final approval of the Settlement is hereby granted. Pursuant to and in accordance with Rule 23, the Court fully and finally approves the Settlement in all respects including, without limitation, the terms of the Settlement, the releases provided for therein, and the dismissal with prejudice of the claims asserted in this action, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of the settlement class representatives, intervenor class representatives, class, and the intervenors.

The Court retains continuing and exclusive jurisdiction over the implementation, administration and enforcement of this Judgment and the Settlement and all matters ancillary thereto. The parties are directed to implement and perform the Settlement in accordance with the terms and provisions of the Settlement.

In accordance with the Settlement, and to effectuate the Settlement, Defendants shall provide Cash Contributions and Minimum Funding to the Plan Trust in accordance with the terms of the Settlement. In addition, Defendants shall provide a one-time payment to the PEP Plus Claimants and one-time payment to the Vesting Subclass as described in Section 7 of the Settlement Agreement. The terms of the Settlement and this order shall be binding on the Settlement Class, including the scope of the Released Claims described in Section 3 of the Settlement Agreement.

Finding no just reason to delay entry of this order as a final judgment with respect to the claims asserted in this action, the Clerk of the Court is directed to enter judgment pursuant to Rule

1 54(b).

2 **IV. PLAINTIFFS’ MOTION FOR ATTORNEY’S FEES, EXPENSES, AND**
3 **INCENTIVE AWARDS**

4 Plaintiffs filed a motion for attorney’s fees, reimbursement of expenses, and incentive
5 awards. ECF No. 311. They request that the Court approve \$5,766,193.12 in attorney’s fees, a
6 reimbursement of \$363,806.88 for litigation costs, and \$10,000 in incentive awards to each of the
7 two named plaintiffs. These fees will not impact Dignity Health’s contribution of \$100,000,000 to
8 the Plan. Instead, the funds will be taken from a separate allocation of \$6.15 million that
9 Defendants have agreed to pay in attorney’s fees, expenses, and incentive awards. ECF No. 311 at
10 16.

11 **A. Attorney’s Fees Award**

12 “While attorneys’ fees and costs may be awarded in a certified class action where so
13 authorized by law or the parties’ argument, . . . courts have an independent obligation to ensure
14 that the award, like the settlement itself, is reasonable, even if the parties have already agreed to an
15 amount.” *In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 941 (9th Cir. 2011) (internal
16 citation omitted). “The Ninth Circuit has approved two different methods for calculating a
17 reasonable attorneys’ fee depending on the circumstances: the lodestar method or the percentage-
18 of-recovery method.” *In re Apple Inc. Device Performance Litig.*, No. 5:18-md-02827-EJD, 2021
19 WL 1022866, at *1 (N.D. Cal. March 17, 2021) (citation omitted).

20 The lodestar method “is appropriate in class actions brought under fee-shifting statutes
21 (such as federal civil rights, securities, antitrust, copyright, and patent acts), where the relief
22 sought—and obtained—is often primarily injunctive in nature and thus not easily monetized but
23 where the legislature has authorized the award of fees to ensure compensation for counsel
24 undertaking socially beneficial litigation.” *In re Bluetooth*, 654 F.3d at 941. “The lodestar
25 method is also appropriate for ‘claims-made’ settlements.” *In re Apple*, 2021 WL 1022866, at *2
26 (citation omitted).

27 In contrast, “[w]here a settlement produces a common fund for the benefit of the entire
28 class, courts have discretion to employ either the lodestar method or the percentage-of-recovery

United States District Court
Northern District of California

1 method” to assess the reasonableness of the requested attorney's fee award. *In re Bluetooth*, 654
2 F.3d at 942. “Because the benefit to the class is easily quantified in common-fund settlements,
3 [the Ninth Circuit has] allowed courts to award attorneys a percentage of the common fund in lieu
4 of the often more time-consuming task of calculating the lodestar.” *Id.*

5 In choosing the proper methodology, courts must exercise their discretion “in a way that
6 achieves a reasonable result.” *In re Apple*, 2021 WL 1022866, at *1 (citing *In re Coordinated*
7 *Pretrial Proceedings*, 109 F.3d 602, 607 (9th Cir. 1997)). Thus, the first question before this
8 Court is which method to employ.

9 1. Method of Fee Calculation

10 Plaintiffs acknowledge that “this settlement is not technically structured as a common fund
11 because class members do not have ascertainable claims to a portion of the \$100 million payment”
12 but argue that “it is nevertheless appropriate to treat the settlement as a common benefit fund for
13 the purpose of determining the reasonableness of the requested attorney[']s fees because it
14 provides a sum certain common benefit.” ECF No. 311 at 9. Plaintiffs calculate the fund as
15 \$106,975,000.00 by combining Dignity Health’s baseline contributions of \$100 million with the
16 Plan’s Trust plus payments of \$825,000 and \$6,150,000 in requested attorney’s fees, expenses,
17 and incentive awards.² ECF No. 311 at 10. For purposes of this motion, the Court will calculate
18 the reasonableness of the fee requests based on the \$100 million baseline contribution.

19 The requested fees, expenses, and awards in this case “will not reduce the monetary
20 recovery to the Settlement Class.” ECF No. 311 at 6. However, this case is distinguishable from
21 cases that have found no “common fund” where the attorney’s fees “come directly from defendant
22 as opposed to from a fund created by the settlement.” *Create-a-Card, Inc. v. Intuit, Inc.*, No. C
23 07-06452 WHA, 2009 WL 3073920, at *1 (N.D. Cal. Sept. 22, 2009). Here, the parties agree that
24 “if the Court awards a lesser amount than \$6.15 million, the difference between the amount
25

26 ² The Court also notes that Dignity Health may ultimately pay as much as \$747,000,000 to the
27 Fund. ECF No. 311 at 7. The Court does not use this figure to calculate the reasonableness of the
28 attorney’s fees, expenses, or incentive awards, but notes that this fact further supports approving
these requests. ECF No. 292 at 9.

1 awarded and \$6.15 million will be added to the amounts contributed to the Plan.” ECF No. 311 at
2 6. In other words, while the requested fees will not reduce the minimum monetary recovery to the
3 Settlement class, the fees will still impact the recovery available to the class. *Cf. id.* (“the amount
4 of attorney’s fees awarded will have no impact on the recovery available to the class members”).

5 Because the Settlement includes a fixed, minimum, non-reversionary sum of \$100,000,000
6 and because the attorney’s fees award will have an impact on the recovery available to the class,
7 the Court finds that the Settlement does contain a common fund for purposes of this motion.³ *See*
8 *In re Apple*, 2021 WL 1022866, at *2 (applying the percentage-of-the-fund method where there is
9 a fixed minimum amount for the class and distinguishing cases where the amount of attorney’s
10 fees awarded “did not have any impact on the recovery available to the class”).

11 “Nonetheless, the Ninth Circuit has made clear that in ‘megafund’ cases, such as this one,
12 courts may ‘employ the lodestar method instead’ if rote application of the 25% benchmark ‘would
13 yield windfall profits for class counsel in light of the hours spend on the case.’” *In re High-Tech*
14 *Employee Antitrust Litig.*, No. 11-CV-02509-LHK, 2015 WL 5158730, at *7 (N.D. Cal. Sept. 2,
15 2015) (quoting *In re Bluetooth*, 654 F.3d at 942). For example, in *In re Washington Public Power*
16 *Supply System Securities Litig.*, 19 F.3d 1291, 1297-98 (9th Cir. 1994), the Ninth Circuit found
17 that the district court “acted well within the bounds of its discretion” when it decided to apply the
18 lodestar method, rather than the percentage-of-the-fund method, to a motion for attorney’s fees out
19 of a \$687 million common fund. Although class counsel requested an award of 13.6 percent of the
20 fund, well below the 25 percent benchmark, the district court found the request “arbitrary” because
21 class counsel “could just as easily have requested 3.6 percent or 36.1 percent.” *Id.* (internal
22 quotation marks omitted). The Court finds that in this case, as in *In re Washington*, there is
23 “nothing inherently reasonable about an award of” approximately 6 percent of the megafund.
24 Therefore, the Court finds that the lodestar method – tying the fee awards for counsel to the actual
25 hours they reasonably expending on the litigation – is the best method to employ in this case,
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27 ³ The \$100,000,000 fixed minimum amount for the Class does not include the additional \$925,000
28 being paid to the Vesting Subclass because that Subclass is represented by separate counsel who
negotiated a separate settlement and are requesting separate fees. ECF No. 311 at 6 n.3.

1 along with a percentage-of-the-fund cross-check. *See In re Bluetooth*, 654 F.3d at 944
 2 (encouraging courts to “cross-check[] their calculations against a second method”).

3 **2. Lodestar Method**

4 Under the lodestar method, a “lodestar figure is calculated by multiplying the number of
 5 hours the prevailing party reasonably expended on the litigation (as supported by adequate
 6 documentations) by a reasonable hourly rate for the region and for the experience of the lawyer.”
 7 *Id.* at 941 (citing *Staton v. Boeing Co.*, 327 F.3d 938, 965 (9th Cir. 2003)). Although “the lodestar
 8 figure is presumptively reasonable, the court may adjust it upward or downward by an appropriate
 9 positive or negative multiplier reflecting a host of reasonableness factors.” *Id.* at 941-42 (citations
 10 and internal quotation marks omitted). These factors include “the quality of representation, the
 11 benefit obtained for the class, the complexity and novelty of the issues presented, and the risk of
 12 nonpayment.” *Id.* at 942 (citations omitted). The most important factor is the benefit obtained for
 13 the class. *Id.*

14 **a. Billing Rates**

15 In determining reasonable hourly rates, courts balance “granting sufficient fees to attract
 16 qualified counsel” with the need to “avoid[] a windfall to counsel.” *Moreno v. City of*
 17 *Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008). Courts achieve this balance by ensuring that
 18 counsel is compensated at “the rate prevailing in the community for similar work performed by
 19 attorneys of comparable skill, experience, and reputation.” *Chalmers v. City of Los Angeles*, 796
 20 F.2d 1205, 1210-11 (9th Cir. 1986), *amended on other grounds*, 808 F.2d 1373 (9th Cir. 1987).
 21 To inform and assist the Court in making this assessment, “the burden is on the fee applicant to
 22 produce satisfactory evidence . . . that the requested rates are in line with those prevailing in the
 23 community” *Blum v. Stenson*, 465 U.S. 886, 895 n.11 (1984). The forum district is generally
 24 considered the relevant legal community. *Gates v. Deukmejian*, 987 F.2d 1392, 1405 (9th Cir.
 25 1992).

26 The billing rates in this case vary based on the attorneys’ level of experience. Partners’
 27 and Counsels’ rates range from \$625 to \$1,060. The billing rates for non-partner and non-counsel
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1 attorneys, including associates, litigation assistants, and document analysts range from \$215-\$625,
 2 with most under \$600. *See* ECF No. 310-2 at 80-91. The Court finds these rates reasonable in
 3 light of prevailing market rates in this district and the complexity and novelty of the issues
 4 presented by this case. *See, e.g., Wit v. United Behavioral Health*, No. 14-cv-02346-JCS, 2022
 5 WL 45057, at *7 (N.D. Cal. Jan. 5, 2022) (approving rates ranging from \$625 to \$1,145 for
 6 partners and counsel, \$425 to \$650 for associates, \$300-\$370 for paralegals); *In re Volkswagen*
 7 “*Clean Diesel*” *Mktg., Sales Practices, and Prod. Liab. Litig.*, MDL No. 2672 CRB (JSC), 2017
 8 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (approving rates ranging from \$275 to \$1,600 for
 9 partners, \$150 to \$790 for associates, and \$80 to \$490 for paralegals). In addition, Class Counsel
 10 provides documentation demonstrating that the billing rates in this case are similar to hourly rates
 11 in other church plan cases that they have litigated jointly and separately across the country. ECF
 12 No. 310-2 ¶¶ 64-66.

13 The billing rates are further justified by the particular skill and experience many of the
 14 attorneys brought to this case. For example, Michelle C. Yau, a partner at Cohen Milstein “has
 15 played an instrumental role in some of the most significant ERISA lawsuits in recent U.S. history”
 16 and was named “a Rising Star Under 40 in 2014 . . . for her work in cutting-edge ERISA
 17 litigation.” ECF No. 310-2 at 76-77. Similarly, Scott M. Lampert who is Of Counsel at Cohen
 18 Milstein “is currently engaged in litigating a number of so-called ‘church plan lawsuits.’” *Id.* at
 19 78. He “has over 20 years of experience litigating complex commercial class actions on behalf of
 20 employees, retirees, and consumers in retiree benefits, employment, consumer protection and
 21 antitrust matters.” *Id.* As of December 2021, he “serves as lead or co-lead counsel in 12 separate
 22 cases in various jurisdictions throughout the U.S.” *Id.*

23 Therefore, the Court finds that Class Counsel have justified their rates based on the
 24 prevailing rates in this district for attorneys with similar skill, experience, and reputation.

25 **b. Reasonable Hours**

26 In determining whether the hours expended on litigation are reasonable, the inquiry “must
 27 be limited to determining whether the fees requested by this particular legal team are justified for
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1 the particular work performed and the results achieved in this particular case.” *Moreno v. City of*
2 *Sacramento*, 534 F.3d 1106, 1111 (9th Cir. 2008). A district court must “exclude from this initial
3 fee calculation hours that were not ‘reasonably expended.’” *Hensley v. Eckerhart*, 461 U.S. 424,
4 434 (1983) (citation omitted).

5 This case—which has been in active litigation since 2013—required a significant amount
6 of Class Counsel’s time as they litigated complex and unsettled areas of the law in the district
7 court, appellate court, and Supreme Court. The case was first assigned to Judge Thelton
8 Henderson, who concluded that only a church or a convention or association of churches may
9 establish a church plan under the exemption. Because the Plan was not established by one of
10 those qualifying entities, Judge Henderson granted Plaintiffs’ motion for partial summary
11 judgment. ECF No. 175. Judge Henderson then granted Defendants’ motion to stay the case and
12 certified the partial summary judgment order for interlocutory appeal. ECF No. 205. Before the
13 case was stayed, the parties submitted three joint case management statements and participated in
14 four case management conferences. ECF No. 10-2 ¶ 8. During this time, Rollins also served two
15 sets of interrogatories, four sets of requests for production of documents, and one set of requests
16 for admissions. Plaintiffs also responded to one set of Defendants’ interrogatories and one set of
17 requests for production. *Id.* Plaintiffs took the depositions of two Dignity Health witnesses and
18 was in the midst of scheduling a third deposition when the case was stayed. *Id.* The parties also
19 briefed two discovery disputes and held conferences among themselves to try and resolve a variety
20 of discovery issues. *Id.*

21 The Ninth Circuit agreed to hear Defendants’ interlocutory appeal over Plaintiffs’
22 objection. After full briefing (which included nine *amici curiae* briefs), the parties argued the
23 Ninth Circuit appeal. The parties also filed post-argument briefs on issues raised at oral argument
24 as well as “additional briefing on subsequently-issued opinions.” *Id.* ¶ 9. Ultimately, the Ninth
25 Circuit affirmed the district court’s interpretation of the church plan. *Rollins v. Dignity Health*,
26 830 F.3d 900 (9th Cir. 2016).

27 Defendants then petitioned the Supreme Court for a writ of certiorari. *Id.* ¶ 10. The
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1 Supreme Court granted review in this case and two other cases in two other circuits that reached
2 similar conclusions. *Id.* The Court consolidated all three appeals, heard argument, and ultimately
3 reversed all three circuit courts. *Id.* The Court “held that pension plans need not be established by
4 churches in order to qualify as ERISA-exempt church plans, as long as they otherwise meet the
5 requirements to be church plans.” *Id.* (citing *Advocate Health Care Network v. Stapleton*, 137 S.
6 Ct. 1652, 1663 (2017)). The case was then remanded to this Court for further proceedings on
7 Plaintiffs’ other claims. ECF No. 234.

8 Following remand, Plaintiff Patricia Wilson joined Plaintiff Rollins and they jointly filed
9 an amended class action complaint. ECF No. 249. After full briefing and argument, the Court
10 denied in large part Defendants’ motion to dismiss, concluding that Plaintiffs adequately alleged
11 that the Plan did not qualify as a church plan under the *Stapleton* Court’s construction of the
12 exemption. The Court granted the motion to dismiss in part with leave to amend. Plaintiffs then
13 filed a second amended class action complaint, which expanded on Plaintiff Rollins’ initial
14 complaint. ECF No. 310-2 ¶ 12. Defendants answered the complaint. ECF No. 272. In
15 November 2018, concurrently with the resumption of discovery, the parties initiated settlement
16 discussions. ECF No. 310-2 ¶¶ 13-14. To prepare for mediation, the parties exchanged
17 confidential information and documents on an expedited basis and wrote confidential mediation
18 statements to the mediator. *Id.* ¶ 14. Plaintiffs also hired an actuary to assist in analyzing
19 information and help prepare for mediation. *Id.* ¶ 15. The settlement negotiations spanned several
20 months, which included two day-long in-person mediation sessions in January and February 2019.
21 The parties communicated between the two sessions as they tried to work out the terms of possible
22 settlement. After “innumerable phone conferences, more than a dozen drafts, and after
23 considering all relevant factors” the parties reached an agreement in principle to settle the case.
24 *Id.* ¶ 17.

25 After reaching a settlement, the parties filed a motion for preliminary approval, which the
26 Court denied due to concerns regarding certain features of the provision for payment of attorney’s
27 fees, expenses, and incentive awards; whether subgroups required subclass certification; and the
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1 need for additional evidence regarding the value of the settlement and the claims being settled.
2 ECF No. 289 at 10-16. The parties engaged in further negotiations, amended their settlement
3 agreement, and filed a renewed motion for approval of the settlement agreement. ECF No. 290.
4 The Court denied the motion again, finding that the subgroup preliminarily certified as the Vesting
5 Subclass required separate representation before the Court could determine whether their recovery
6 was adequate. ECF No. 292 at 16.

7 Prompted by the Court's order, three members of the Vesting Subclass moved to intervene
8 in this matter. ECF No. 294, 297. The Defendants and Intervenor Plaintiffs proceeded to engage
9 in months-long negotiations and were able to reach an agreement that did not adversely affect the
10 Settlement Class members. The resulting Settlement Agreement was preliminarily approved by
11 this Court. ECF No. 307.

12 The Court provides this lengthy narrative to demonstrate the reasonableness of expending
13 over 10,789 professional hours litigating and settling this action. The Court further notes Class
14 Counsel's decision not to include timekeepers with less than 20 hours in this case and to exclude
15 any time incurred in the settlement approval proceedings themselves, even though they estimate
16 that the dollar value of that time would be valued at more than \$1,000,000 at counsel's current
17 hourly rates. ECF No. 310-2 at 18.

18 For these reasons, the Court accepts Class Counsel's calculated lodestar of \$8,070,034.50.

19 **c. Multipliers**

20 Class Counsel requests a fee award of \$5,766,193.12, which results in a fractional
21 multiplier of 0.71 of the lodestar. The Court approves this multiplier, which is below the range
22 that other courts have approved for similar megafund settlements. *See, e.g., Vizcaino v. Microsoft*
23 *Corp.*, 290 F.3d 1043, 1051, n.6 (9th Cir. 2002) (in a bare majority of cases surveyed where the
24 common fund was \$50-200 million, the multiplier was in the 1.5-3.0 range); *In re Wells Fargo &*
25 *Co. S'holder Derivative Litig.*, 445 F. Supp. 3d 508, 532 (N.D. Cal. 2020) (approving a 2.7
26 multiplier for a megafund of \$240 million).

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3. Percentage-of-Recovery Cross-Check

Class counsel requests a fee award of \$5,766,193.12, which is approximately six percent of the common fund.⁴ The Court finds this reasonable. *See Gutierrez v. Wells Fargo Bank, N.A.*, No. C 07-5923 WHA, 2015 WL 2438274, at *8 (N.D. Cal. May 21, 2015) (awarding nine percent of \$203 million megafund and listing cases with comparable awards).

* * *

For the foregoing reasons, the Court grants class counsel’s motion for an attorney’s fee award of \$5,766,193.12.

B. Reimbursement of Expenses

An attorney is entitled to “recover as part of the award of attorney’s fees those out-of-pocket expenses that would normally be charged to a fee paying client.” *Harris v. Marhoefer*, 24 F.3d 16, 19 (9th Cir. 1994) (quotation and citations omitted).

In addition to attorney’s fees, class counsel requests a reimbursement of \$363,806.88 for litigation costs. Keller Rohrback claims it incurred \$172,247.64 in expenses and Cohen Milstein claims \$191,559.24 in expenses. After reviewing the exhibits containing the firm’s itemized lists of costs, the Court finds these costs reasonable. ECF No. 310-2 at 99-101. The expenses incurred all relate to common and routinely reimbursed litigation expenses, such as filing fees, travel fees, court appearances and mediation, copying, deliveries, legal research charges, and mediator’s charges. *Id.* The Court’s conclusion in this regard is further supported by the fact that the reimbursement will not reduce the baseline amount that Dignity Health will contribute to the Fund and instead will be taken from the \$6.15 million allocated for attorney’s fees, incentive awards, and expenses.

C. Incentive Awards

Plaintiffs request that the Court award \$10,000 in incentive fees to named plaintiffs Rollins

⁴ The common fund consists of a minimum of \$100 million that Dignity Health will contribute to the Plan’s Trust. It may also include the Trust plus payments of \$825,000 to the PEP Plus subgroup, as well as an additional \$6.15 million for requested attorney’s fees, expenses, and incentive awards. Regardless of how it is calculated, the fee award represents approximately six percent of the common fund.

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1 and Wilson.

2 “Incentive awards are payments to class representatives for their service to the class in
3 bringing the lawsuit.” *Radcliffe v. Experian Info. Sols., Inc.*, 715 F.3d 1157, 1163 (9th Cir. 2013).
4 “It is well-established in this circuit that named plaintiffs in a class action are eligible for
5 reasonable incentive payments, also known as service awards.” *Wren v. RGIS Inventory*
6 *Specialists*, No. 06-cv-05778 JCS, 2011 WL 1230826, at *31 (N.D. Cal. Apr. 1, 2011),
7 *supplemented*, No. 06-cv-05778 JCS, 2011 WL 1838562 (N.D. Cal. May 13, 2011). An incentive
8 award of \$5,000 is presumptively reasonable, and an award of \$25,000 or even \$10,000 is
9 considered “quite high.” *See Dyer v. Wells Fargo Bank, N.A.*, 303 F.R.D. 326, 335 (N.D. Cal.
10 2014) (*citing Harris v. Vector Mktg. Corp.*, No. C-08-5198 EMC, 2012 WL 381202, at *7 (N.D.
11 Cal. Feb. 6, 2012)). Nonetheless, a higher award may be appropriate where class representatives
12 expend significant time and effort on the litigation and face the risk of retaliation or other personal
13 risks; where the class overall has greatly benefitted from the class representatives’ efforts; and
14 where the incentive awards represent an insignificant percentage of the overall recovery. *Wren*,
15 2011 WL 1230826, at *32. In addition, although the Court gives this factor only modest weight,
16 larger awards are more common in “megafund” cases. *See In re High-Tech*, 2015 WL 5158730, at
17 *18 (collecting cases).

18 In this case, Plaintiffs have demonstrated that named plaintiffs Wilson and Rollins are each
19 entitled to an incentive award of \$10,000. Rollins has been involved with the litigation since its
20 inception in 2013 and was the only named plaintiff until 2015. ECF No. 310-13 ¶ 6. During the
21 time the case was pending in the district court, Rollins played an active role in meeting with
22 attorneys to discuss, among other things, motion practice, litigation strategy, and discovery
23 requests and responses. *Id.* ¶¶ 7-13. After the case was stayed, Rollins continued to communicate
24 with counsel, albeit on a less frequent basis (1-2 times a month). *Id.* Once the case returned to the
25 district court, Rollins once again participated in strategic decisions and provided further
26 information about Dignity Health. *Id.* She also supported counsel during months of settlement
27 discussions. *Id.* ¶¶ 14-20. She estimates that she spent a few hours per month on the case every
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1 year for the past nine years. *Id.* ¶ 26. Thus, the Court finds that Rollins’ demonstrated
 2 commitment and hard work entitles her to the requested incentive award of \$10,000. *See, e.g.,*
 3 *Chu v. Wells Fargo Invs., LLC*, Nos. C 05-4526 MHP, C 06-7924 MHP, 2011 WL 672645, at *5
 4 (N.D. Cal. Feb. 16, 2011) (approving a \$10,000 incentive award to plaintiffs who actively
 5 participated in 5-6 years of litigation).

6 Although Wilson joined the litigation two years after Rollins, the Court finds that her
 7 efforts and significant contribution to this case also entitle her to a \$10,000 incentive award.
 8 Wilson produced over 1,500 pages of documents concerning the Plan, worked with counsel as
 9 they drafted the amended complaint, and traveled to Washington, DC for Supreme Court
 10 arguments. ECF No. 310-14 at 3-4. According to Class Counsel, “the PEP Plus claim would
 11 never have been brought but for her efforts,” ECF No. 311 at 17, because Wilson was the one who
 12 spotted the issue. *Id.* Besides for identification of the problem, Wilson provided counsel with an
 13 analysis of the issue via detailed graphs and spreadsheets. *Id.* She has been actively involved in
 14 assisting the attorneys through her actuarial expertise and even engaged in direct communications
 15 with mediators. *Id.* Because she is a current employee of Dignity Health, she also held a
 16 reasonable fear of retaliation and has, in fact, experienced negative ramifications due to her work
 17 on this case. *Id.* 17-18; ECF No. 310-14 at 6-7.

18 Based on these considerations, the Court finds that both named Plaintiffs are entitled to
 19 incentive awards of \$10,000. The Court again notes that the baseline contribution to the Plan will
 20 not be impacted by these awards. Instead, the awarded amounts will be taken from the \$6.15
 21 million allocated for attorney’s fees, expenses, and awards.

22 **V. INTERVENOR PLAINTIFFS’ MOTION FOR ATTORNEY’S FEES AND**
 23 **INCENTIVE AWARDS**

24 The Court denied Plaintiffs’ original motion for preliminary approval of settlement. ECF
 25 No. 289. Among other reasons, the Court had “concerns regarding the two subgroups of class
 26 members who will receive direct payments.” *Id.* at 16. The Court informed Plaintiffs that any
 27 future motion should “(1) support the propriety of providing payments to these subgroups without
 28 subclass certification and (2) provide sufficient information regarding the value of the subgroups’

1 claims for the Court to evaluate whether the Settlement treats those claims equitably.” *Id.* In
2 accordance with the Court’s ruling, the parties negotiated a revised and amended settlement
3 agreement, ECF No. 290-1, and filed a renewed motion for preliminary approval, ECF No. 290.
4 The Court ultimately denied the renewed motion, finding that there was “a fundamental conflict of
5 interest between the vesting subgroup and the rest of the class that must be addressed by subclass
6 certification.” *Id.* at 16.

7 After the Court denied the renewed motion, attorneys from the law firm of Izard, Kindall
8 & Raabe (“IKR”) came forward to represent the Vesting Subclass. ECF No. 306-6 ¶¶ 1, 3.
9 Attorney Mark Kindall from IKR subsequently engaged in discussions with several potential
10 subclass members and investigated their potential claims. Following these efforts, “Jenifer
11 Heiner, Michele Hall and Christine Montoya determined that they wanted to intervene in the suit
12 to represent the Vesting Subclass” and filed a motion to intervene. *Id.* ¶ 4. To prepare for
13 settlement discussions, IKR needed more precise data concerning the accrued benefits that
14 members of the Vesting Subclass forfeited when they left Dignity. *Id.* ¶ 5. This involved
15 negotiations with Defendants to obtain the necessary data. *Id.* IKR then analyzed the data and
16 formulated a strategy with the Intervenor Plaintiffs. Defendants and Intervenors engaged in
17 settlement discussions from November 2020 through February 2021. The Intervenor Plaintiffs
18 were primarily concerned with three issues: “(1) increasing the overall amount of money going to
19 the Vesting Subclass; (2) revising the allocation of those amounts to conform to the amounts that
20 individual Vesting Subclass Members had lost; and (3) including language to ensure that the
21 Settlement did not result in prejudice to Vesting Subclass Members who might return to work at
22 Dignity.” *Id.* ¶ 6. After reaching agreements on each of these issues, Intervenor Counsel then
23 negotiated payments for attorney’s fees, expenses, and incentive awards. *Id.* ¶ 8.

24 Before the negotiations with IKR occurred, Defendants had agreed to pay the Vesting
25 Subclass \$660,000. ECF No. 312 at 13. After those negotiations, Defendants increased
26 compensation to the Vesting Subclass to \$950,000. Counsel for the Vesting Subclass now request
27 for \$50,000 in attorney’s fees and expenses. ECF No. 312 at 12. The three Intervenor Plaintiffs
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1 request \$2,500 each in incentive awards. ECF No. 312 at 19.

2 **A. Attorney's Fees**

3 The Court finds attorney's fees reasonable under the percentage-of-the-fund method
4 regardless of whether it calculates the common fund as \$950,000 (the total amount that
5 Defendants will pay the Vesting Subclass) or \$290,000 (the increased amount Defendants agreed
6 to pay after negotiations with Intervenor Plaintiffs' counsel). The requested fees are 5% of
7 \$950,000 and 17% of \$290,000. The fees are reasonable based on the benefit counsel provided to
8 the Vesting Subclass and because the requested fees fall well below the Ninth Circuit's 25%
9 benchmark.

10 The award is also reasonable under a lodestar cross-check. IKR spent 107 hours on this
11 case generating a lodestar of \$78,975. ECF No. 310-3 ¶ 19. These hours were spent on
12 appropriate litigation tasks like negotiations with Defendants over data issues, communicating
13 with Intervenor Plaintiffs, and reviewing the terms of the original and revised settlement
14 agreements. *Id.* ¶ 20. Exhibits provide the following rates for the hours spent on this litigation:
15 \$850 per hour for a senior partner with 33 years of experience, \$350 per hour for an associate with
16 5 years of experience, and \$180 per hour for time billed by two paralegals. *Id.* ¶¶ 21-24. The
17 Court finds these rates reasonable. *See, e.g., Haralson v. U.S. Aviation Serv. Corp.*, No. 16-CV-
18 05207-JST, 2021 WL 5033832, at *8 (N.D. Cal. Feb. 3, 2021) (approving, for purposes of the
19 lodestar cross-check, rates "between \$300 and \$500 for associates, and between \$750 and \$850 for
20 partners and senior attorneys"); *Hefler v. Wells Fargo & Co.*, No. 16-CV-05479-JST, 2018 WL
21 6619983, at *14 (N.D. Cal. Dec. 18, 2018) (approving rates "from \$650 to \$1,250 for partners or
22 senior counsel, from \$400 to \$650 for associates, and from \$245 to \$350 for paralegals" for
23 purposes of a lodestar cross-check), *aff'd sub nom. Hefler v. Pekoc*, 802 F. App'x 285 (9th Cir.
24 2020).

25 The requested attorney's fees in this case are 63% of counsel's lodestar. This "contrasts
26 with the majority of common fund settlements, in which the fees awarded are typically greater
27 than, or a multiple of, counsel's lodestar." *Flores v. TFI Int'l Inc.*, No. 12-CV-05790-JST, 2019
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1 WL 1715180, at *10 (N.D. Cal. Apr. 17, 2019) (citing *Vizcaino*, 290 F.3d at 1051 n.6 for the
2 proposition that lodestar multiples between 1 and 4 are common). For these reasons, the Court
3 grants an attorney’s fees award of \$50,000 to counsel for Intervenor Plaintiffs.

4 **B. Incentive Awards**

5 Intervenor Plaintiffs request that the Court award \$2,500 in incentive fees to Intervenor
6 Plaintiffs Michelle Hall, Jenifer Heiner, and Christina Montoya. The Court finds these awards
7 reasonable in light of Intervenor Plaintiffs’ active and valuable assistance to counsel. ECF No.
8 312 at 18-19. The awards are also well below the “presumptively reasonable” amount of \$5,000.
9 *Noll v. eBay, Inc.*, 309 F.R.D. 593, 611 (N.D. Cal. 2015) (“In this district, \$5,000 for each class
10 representative is presumptively reasonable.”).

11 **CONCLUSION**

12 For the reasons stated above, the Court grants Plaintiffs’ motion for final approval of the
13 class action settlement. The Court also grants Plaintiffs’ and Intervenor Plaintiffs’ motions for
14 attorney’s fees, expenses, and incentive awards. Class counsel is awarded \$5,766,193.12 in
15 attorney’s fees and \$363,806.88 in costs. The Court also awards \$50,000 in attorney’s fees to
16 counsel for Intervenor Plaintiffs. Named plaintiffs are each awarded \$10,000 and Intervenor
17 Plaintiffs are each awarded \$2,500 in incentive awards.

18 Class counsel shall file a post-distribution accounting within 21 days after the distribution
19 of settlement funds. In addition to the information contained in the Northern District of
20 California’s Procedural Guidance for Class Action Settlements, available at
21 <https://cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>, the post-
22 distribution accounting shall discuss any significant or recurring concerns communicated by class
23 members to the settlement administrator or counsel since final approval, any other issues in
24 settlement administration since final approval, and how any concerns or issues were resolved.

25 The Court will withhold 10% of the attorney’s fees granted in this order until the post-
26 distribution accounting has been filed. Class counsel shall file a proposed order releasing the
27 remainder of the fees when they file their post-distribution accounting.

United States District Court
Northern District of California

EXHIBIT 10

KELLER ROHRBACK L.L.P.

Contreras, et al. v. Nationstar Mortgage LLC, et al., No. 16-cv-00302
Fee Summary Report – Inception through July 31, 2022

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
Farrow, Raymond J.	Partner	388.7	\$815	\$316,790.50
Fierro, Eric	Partner	34.4	\$795	\$27,348.00
Gerber, Laura R.	Partner	1538.3	\$1,010	\$1,553,683.00
Kawamoto, Dean N.	Partner	55.7	\$1,010	\$56,257.00
Kilgard, Ron	Partner	123.9	\$1,100	\$136,290.00
Lin, Tana	Partner	630.6	\$850	\$536,010.00
Loeser, Derek W.	Partner	53.2	\$1,100	\$58,520.00
Obrist, Gretchen S.	Partner	370.9	\$765	\$283,738.50
Mensher, Ian J.	Attorney	525.9	\$595	\$312,910.50
Meredith, Michael W.	Attorney	457.5	\$475	\$217,312.50
Morowitz, Rachel E.	Attorney	1180.7	\$525	\$619,867.50
Bartlett, Kris P.	Paralegal	30.8	\$300	\$9,240.00
Burnett, Elizabeth A.	Paralegal	75.3	\$300	\$22,590.00
Dillman, Jason	Paralegal	57.1	\$410	\$23,411.00
Lenentine, Daniel	Paralegal	752.5	\$270	\$203,175.00
Meyer, Wyatt W.	Paralegal	81.7	\$90	\$7,353.00
Montgomery, Mary K.	Paralegal	83	\$340	\$28,220.00
Rodenburg, Katie M.	Paralegal	34.6	\$225	\$7,785.00
Spangler, Brian E.	Paralegal	29.3	\$320	\$9,376.00
Tiezazu, Y. Tizzy	Paralegal	44.4	\$295	\$13,098.00
Tuato'o, Jennifer	Paralegal	30	\$410	\$12,300.00
Vries, A.J. de	Paralegal	1442.3	\$410	\$591,343.00
Evans, John M.	Paralegal Information Specialist	79.5	\$300	\$23,850.00
Eyler, Carly D.	Paralegal Information Specialist	25.7	\$230	\$5,911.00
Mittenthal, Robert O.	Paralegal Information Specialist	43.4	\$410	\$17,794.00
Parrilla, Cavin L.	Paralegal Information Specialist	121.9	\$300	\$36,570.00
Total Lodestar:		8291.3		\$5,130,743.50

Expense Costs – Inception through July 31, 2022

Category	Amount
Copies	\$24,602.36
Computer-Based Research Costs (Westlaw, Pacer, etc.)	\$13,507.30
Court Costs	\$1,690.92
Expert Fees	\$37,037.38
Postage / Express Delivery	\$2,113.60
Process Service	\$1,785.75
Mediation Services	\$3,200.00
Relativity Database Services, Licensing and Hosting	\$66,681.28
Telephone	\$392.94
Transcripts (Depositions and Hearings)	\$17,469.76
Travel (Air Fare, Ground Transportation, Lodging, Meals, Parking, etc.)	\$18,192.52
Total Costs:	\$186,673.81

EXHIBIT 11

HAGENS BERMAN

Contreras, et al. v. Nationstar Mortgage LLC, et al., No. 16-cv-00302

Fee Summary Report – Inception through July 31, 2022

Timekeeper	Title	Hours Worked	Hourly Rate	Lodestar
Thomas E. Loeser	Partner	590.2	\$800	\$472,160.00
Craig Spiegel	Partner	25	\$850	\$21,250.00
Barbara A. Mahoney	Partner	42.1	\$675	\$28,417.50
Nick Styant-Browne	Of Counsel	782.7	\$725	\$567,457.50
Jamia Hampton-Simmons	Contract Attorney	523.5	\$350	\$183,225.00
Ted Wojcik	Associate	62.7	\$400	\$25,080.00
Connor Reynolds	Summer Associate	54	\$225	\$12,150.00
Joseph Salonga	Paralegal	37.6	\$350	\$13,160.00
Jessica Stevens	Paralegal	91.9	\$225	\$20,677.50
Total Lodestar:		2026.2		\$1,343,577.50

Cost Summary Report – Inception through July 31, 2022

Category	Amount
Copies	\$834.25
Computer-Based and Other Research	\$1,697.01
Court Costs	\$425.00
Expert Fees	\$11,368.64
Mediation	\$9,150.00
Process Service	\$68.38
Relativity Database Services and Licensing	\$1,350.00
Transcripts (Depositions and Hearings)	\$11,041.92
Travel (Air Fare, Ground Travel, Lodging, Meals, Parking, etc.)	\$3,976.82
Total Costs:	\$39,912.02

EXHIBIT 12

*Contreras, et al. v. Nationstar Mortgage LLC, et al.,
No. 16-cv-00302*

Fee Summary Report
Combined Total Lodestar with Discount
Inception through July 31, 2022

Firm	Hours Worked	Lodestar	Lodestar 50% Discount
Keller Rohrback L.L.P.	8291.30	\$5,130,743.50	\$2,565,371.75
Hagens Berman	2026.20	\$1,343,577.50	\$671,788.75
TOTAL	10,317.50	\$6,474,321.00	\$3,237,160.50

EXHIBIT 13

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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-JDP

**DECLARATION OF SHERLIE CHARLOT
IN SUPPORT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
EXPENSES, AND SERVICE AWARDS**

1 I, Sherlie Charlot, hereby declare as follows:

2 1. I am a Plaintiff in the above-captioned litigation. I am competent to testify and make
3 this Declaration based on my personal knowledge.

4 2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class
5 Action Settlement and Award of Attorneys’ Fees and Expenses, and Service Awards. I have personal
6 knowledge of the matters stated herein and, if called upon, I could and would competently testify
7 thereto.

8 3. I am a resident and citizen of Wellington, Florida.

9 4. On or about March 22, 2010, I executed a Promissory Note in favor of America Home
10 Key, Inc. encumbering a piece of real property located in Lake Worth, Florida. Servicing of my
11 mortgage was transferred to Nationstar Mortgage LLC on June 10, 2013, and Nationstar is the current
12 servicer of my mortgage. In 2013, Nationstar began charging me a \$9.95 fee for making or scheduling
13 online payments. These fees are the subject of this litigation and are referred to as “pay-to-pay fees” or
14 “convenience fees”.
15

16 5. I retained Keller Rohrback L.L.P. as my counsel in this matter on November 11, 2015.
17 Prior to retaining my counsel, I familiarized myself with the duties of a class representative in a class
18 action.
19

20 6. I voluntarily undertook the burdens and risks associated with this lawsuit to seek
21 compensation—for myself and others like me—for injuries arising from a scheme undertaken by
22 Nationstar to profit from charging unfair and excessive fees to certain borrowers who were trying to
23 make online or telephone payments of their mortgage. I understood that being a plaintiff in this case
24 entailed, among other things: having my name in a publicly-filed complaint; ongoing engagement with
25 my legal team; participating in discovery, including a possible deposition; participating in a potential
26 trial; and acting at all times in the best interest of the class, including in any mediation or settlement. I
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1 believe that without plaintiffs such as myself stepping forward to serve as class representatives,
2 Defendants would not compensate the people they harmed.

3 7. I have participated actively in this lawsuit since I retained my counsel on November 11,
4 2015. In my role as a class representative, I have followed the status and progress of the case and met
5 with counsel in person or communicated with them by phone and e-mail to stay informed, and to
6 discuss motion practice, amendments to the complaint, discovery requests and responses, the district
7 court's rulings, and litigation strategy, including during the mediation and settlement negotiations. I
8 also I will continue to do so during this settlement approval process, as needed.

10 8. Among other tasks, I helped counsel draft the complaints by describing to them my
11 story and relevant facts and events. As part of that process, I reviewed and provided counsel with my
12 documents and information, and I reviewed the draft complaints before they were filed.

14 9. In September 2021, I submitted a declaration in support of class certification, further
15 explaining my experiences with Nationstar and confirming my commitment to representing the
16 interests of the Class.

17 10. I searched for, preserved, and provided to my counsel any documents that were
18 pertinent to the case multiple times, understanding that Defendant would receive copies of documents
19 to which they were entitled, including private and financially sensitive documents. I reviewed or
20 discussed with my counsel other documents related to this case, including documents shared in
21 discovery, the proposed settlement, and the settlement approval papers. I worked closely with counsel
22 to respond to written document requests and interrogatories as well.

24 11. I was deposed by Defendants' counsel in a remote deposition on October 19, 2021 in
25 Boca Raton, Florida, with my counsel present. I am a medical oncology nurse and worked a twelve
26 hour night shift before my October 19 deposition. I was deposed by defense counsel from
27 approximately 9:30 a.m. until 3:30 p.m. As part of the deposition process, I took substantial time out of
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1 my schedule to prepare and meet with my counsel, attend the deposition itself, and later review the
2 transcript for errors.

3 12. While some months have required much more of my time than others, I estimate that I
4 devoted over 100 hours to this case over nearly six and a half years of litigation, including by working
5 on the tasks described above.
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7 13. I have reviewed the Settlement for the Florida Class. I strongly support the settlement,
8 as I believe it represents an excellent and fair resolution of the convenience fee claims of borrowers in
9 this case, while also avoiding the delays and risks of additional litigation, trial, and appeals.

10 14. I have never been promised any compensation for performing my duties as a plaintiff
11 and class representative, including any service award, and I am aware of no interest of mine in this
12 litigation that conflicts with the interests of other class members. I understand, however, that Class
13 Counsel also believe that the contributions I have made to this litigation justify a service award and
14 intend to request that the Court award me up to \$10,000 for my time and efforts on behalf of the
15 Florida Class, which the Court may or may not approve at its discretion. I support my lawyers' request
16 that I receive a service award of \$10,000. I have worked hard on this case for over six and a half years.
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19 I declare under the penalty of perjury under the laws of the United States that for foregoing is
20 true and correct.

21 Executed August 18, 2022, at Wellington, Florida.

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23 DocuSigned by:

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24 Sherlie Charlot
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EXHIBIT 14

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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-JDP

**DECLARATION OF JENNIE MILLER IN
SUPPORT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
EXPENSES, AND SERVICE AWARDS**

1 I, Jennie Miller, hereby declare as follows:

2 1. I am a Plaintiff in the above-captioned litigation. I am competent to testify and make
3 this Declaration based on my personal knowledge.

4 2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class
5 Action Settlement and Award of Attorneys’ Fees and Expenses, and Service Awards. I have personal
6 knowledge of the matters stated herein and, if called upon, I could and would competently testify
7 thereto.

8 3. I am a resident and citizen of Wauconda, Illinois.

9 4. On or about June 19, 2009, I executed a Promissory Note and Deed of Trust
10 encumbering a piece of real property located in Wauconda, Illinois. Nationstar Mortgage LLC bought
11 the servicing rights to my mortgage as of June 4, 2013. Nationstar is the current servicer of my loan. In
12 2013, Nationstar began charging me a \$9.95 fee for making or scheduling online payments. These fees
13 are the subject of this litigation and are referred to as “pay-to-pay fees” or “convenience fees”.
14

15 5. I retained Keller Rohrback L.L.P. as my counsel in this matter on February 2, 2016.
16 Prior to retaining my counsel, I familiarized myself with the duties of a class representative in a class
17 action.
18

19 6. I voluntarily undertook the burdens and risks associated with this lawsuit to seek
20 compensation—for myself and others like me—for injuries arising from a scheme undertaken by
21 Nationstar to profit from charging unfair and excessive fees to certain borrowers who were trying to
22 make online or telephone payments of their mortgage. I understood that being a plaintiff in this case
23 entailed, among other things: having my name in a publicly-filed complaint; ongoing engagement with
24 my legal team; participating in discovery, including a possible deposition; participating in a potential
25 trial; and acting at all times in the best interest of the class, including in any mediation or settlement.
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1 I believe that without plaintiffs such as myself stepping forward to serve as class representatives,
2 Defendants would not compensate the people they harmed.

3 7. I have participated actively in this lawsuit since I retained my counsel on February 2,
4 2016. In my role as a class representative, I have followed the status and progress of the case and I met
5 with my counsel in person several times. I also communicated with my counsel by phone, e-mail, and
6 zoom in order to stay informed, and to discuss motion practice, amendments to the complaint,
7 discovery requests and responses, the district court's rulings, and litigation strategy, including during
8 the mediation and settlement negotiations. I also met with my counsel to prepare for my deposition. I
9 will continue to stay involved during this settlement approval process, as needed.

10 8. Among other tasks, I helped counsel draft the complaints by describing to them my
11 story and relevant facts and events. As part of that process, I reviewed and provided counsel with my
12 documents and information, and I reviewed the draft complaints before they were filed.

13 9. In September 2021, I submitted a declaration in support of class certification, further
14 explaining my experiences with Nationstar and confirming my commitment to representing the
15 interests of the Class.

16 10. I searched for, preserved, and provided to my counsel any documents that were
17 pertinent to the case multiple times, understanding that Defendants would receive copies of documents
18 to which they were entitled, including private and financially sensitive documents. I reviewed or
19 discussed with my counsel other documents related to this case, including documents shared in
20 discovery, the proposed settlement, and the settlement approval papers. I worked closely with counsel
21 to respond to written document requests and interrogatories as well.

22 11. I was deposed by Defendants' counsel in a remote deposition on October 5, 2021, with
23 my counsel present in my home in Wauconda, Illinois. I was deposed by defense counsel from
24

1 approximately 9:30 a.m. until 2:15 p.m. As part of the deposition process, I took substantial time out of
2 my schedule to prepare and meet with my counsel, to attend the deposition on what was my work
3 weekend, and later review the transcript for errors.

4
5 12. When this case started, I did not know that as a named plaintiff I would be unable to
6 access my mortgage loan account online or through Nationstar's customer service. Because of my
7 status as a plaintiff, I was locked out of access to Nationstar's account systems. Whenever I needed to
8 obtain information concerning my mortgage or had questions about my bills, I had to ask my counsel
9 to ask Nationstar's counsel to answer my questions. Sometimes it took weeks to get answers to my
10 questions. This was a great inconvenience to me as a named plaintiff.

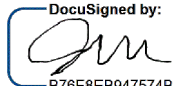
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12 13. While some months have required much more of my time than others, I estimate that I
13 devoted over 100 hours to this case over nearly six and a half years of litigation, including by working
14 on the tasks described above.

15
16 14. I have reviewed the Settlement for the Illinois Class. I strongly support the settlement,
17 as I believe it represents an excellent and fair resolution of the convenience fee claims of borrowers in
18 this case, while also avoiding the delays and risks of additional litigation, trial, and appeals.

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20 15. I have never been promised any compensation for performing my duties as a plaintiff
21 and class representative, including any service award, and I am aware of no interest of mine in this
22 litigation that conflicts with the interests of other class members. I understand, however, that Class
23 Counsel also believe that the contributions I have made to this litigation justify a service award and
24 intend to request that the Court award me up to \$10,000 for my time and efforts on behalf of the
25 Illinois Class, which the Court may or may not approve at its discretion. I support my lawyers' request
26 that I receive a service award of \$10,000. I have worked hard on this case for over six and a half years.

1 I declare under the penalty of perjury under the laws of the United States that for foregoing is
2 true and correct.

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4 Executed August 18, 2022, at Wauconda, Illinois.

5 DocuSigned by:
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8 Jennie Miller

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EXHIBIT 15

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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-JDP

**DECLARATION OF ROSA CONTRERAS
IN SUPPORT OF FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
EXPENSES, AND SERVICE AWARDS**

1 I, Rosa Contreras, hereby declare as follows:

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1. I am a Plaintiff in the above-captioned litigation. I am competent to testify and make this Declaration based on my personal knowledge.

2. I submit this declaration in support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and Award of Attorneys’ Fees and Expenses, and Service Awards. I have personal knowledge of the matters stated herein and, if called upon, I could and would competently testify thereto.

3. I am a resident and citizen of California.

4. On or about April 11, 2008, my husband, Eugenio, and I executed a Note and Deed of Trust secured by real property located in Tracy, California. Nationstar Mortgage LLC bought the servicing rights to my mortgage as of June 4, 2013. Nationstar is the current servicer of my loan. In 2013, Nationstar began charging me a \$9.95 fee for making or scheduling online payments. These fees are the subject of this litigation and are referred to as “pay-to-pay fees” or “convenience fees”.

5. Eugenio and I retained Land Counsel and Hagens Berman as my counsel in this matter. Prior to retaining my counsel, we familiarized ourselves with the duties of a class representative in a class action.

6. We voluntarily undertook the burdens and risks associated with this lawsuit to seek compensation—for ourselves and others like us—for injuries arising from a scheme undertaken by Nationstar to profit from charging unfair and excessive fees to certain borrowers who were trying to make online or telephone payments of their mortgage. We understood that being plaintiffs in this case entailed, among other things: having our names in a publicly-filed complaint; ongoing engagement with our legal team; participating in discovery, including possible depositions; participating in a potential trial; and acting at all times in the best interest of the class, including in any mediation or

1 settlement. I believe that without plaintiffs such as myself and Eugenio stepping forward to serve as
2 class representatives, Defendants would not compensate the people they harmed.

3 7. We have participated actively in this lawsuit since we retained our counsel in February,
4 2015. In our roles as a class representatives, we have followed the status and progress of the case and
5 met with counsel in person several times. Both Eugenio and I also communicated with counsel by
6 phone, e-mail, and zoom in order to stay informed, and to discuss motion practice, amendments to the
7 complaint, discovery requests and responses, the district court's rulings, and litigation strategy,
8 including during the mediation and settlement negotiations. Eugenio and I also met with counsel to
9 prepare for our depositions. We will continue to stay involved during this settlement approval process,
10 as needed.

11 8. Among other tasks, we helped counsel draft the complaints by describing to them our
12 story and relevant facts and events. As part of that process, we reviewed and provided counsel with
13 our documents and information, and we reviewed the draft complaints before they were filed.

14 9. In September 2021, we submitted a declaration in support of class certification, further
15 explaining our experiences with Nationstar and confirming our commitment to representing the
16 interests of the Class.

17 10. We searched for, preserved, and provided to counsel any documents that were pertinent
18 to the case multiple times, understanding that Defendants would receive copies of documents to which
19 they were entitled, including private and financially sensitive documents. We reviewed or discussed
20 with counsel other documents related to this case, including documents shared in discovery, the
21 proposed settlement, and the settlement approval papers. We worked closely with counsel to respond
22 to written document requests and interrogatories as well.

23 11. Both Eugenio and I were deposed by Defendants' counsel in remote depositions on
24 October 14, 2021, with our counsel present. We were deposed by defense counsel from approximately
25

1 9:30 a.m. until 1 p.m. As part of the deposition process, Eugenio and I each took substantial time out of
2 our schedules to prepare and meet with counsel, to attend the deposition, and later review the transcript
3 for errors.

4 12. When this case started, we did not know that as named plaintiffs we would be unable to
5 access our mortgage loan account online or through Nationstar’s customer service. Because of our
6 status as plaintiffs, we were locked out of access to Nationstar’s account systems. Whenever we
7 needed to obtain information concerning our mortgage or had questions about our bills, we had to ask
8 our counsel to ask Nationstar’s counsel to answer our questions. Sometimes it took weeks to get
9 answers. This was a great inconvenience to us as named plaintiffs.

10 13. While some months have required much more of our time than others, we estimate that
11 we devoted well over 100 hours to this case over nearly seven-and-a-half years of litigation, including
12 by working on the tasks described above.

13 14. We have reviewed the Settlement for the California Class. We strongly support the
14 settlement, as we believe it represents an excellent and fair resolution of the convenience fee claims of
15 borrowers in this case, while also avoiding the delays and risks of additional litigation, trial, and
16 appeals.

17 15. We have never been promised any compensation for performing our duties as plaintiffs
18 and class representatives, including any service award, and we are aware of no interest in this litigation
19 that conflicts with the interests of other class members. We understand, however, that Class Counsel
20 also believe that the contributions we have made to this litigation justify a service award and intend to
21 request that the Court award Eugenio and me up to \$10,000 for our time and efforts on behalf of the
22 California Class, which the Court may or may not approve at its discretion. We support our lawyers’
23 request that we receive a service award of \$10,000. We have worked hard on this case for over seven-
24 and-a-half years.

1 I declare under the penalty of perjury under the laws of the United States that for foregoing is
2 true and correct.

3 Executed on 9/1/2022
4 _____, at Tracy, California.

5 DocuSigned by:
6 **Rosa Contreras**
7 _____
8 Rosa Contreras

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