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11 **UNITED STATES DISTRICT COURT**
12 **EASTERN DISTRICT OF CALIFORNIA**
13 **SACRAMENTO DIVISION**

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

17
18 Plaintiffs,

19 v.

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

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28 Defendants.

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

**PLAINTIFFS' REPLY IN SUPPORT OF
UNOPPOSED MOTION FOR FINAL
APPROVAL OF SETTLEMENT
AGREEMENT AND CERTIFICATION OF
SETTLEMENT CLASS AND MOTION FOR
ATTORNEYS' FEES, REIMBURSEMENT
OF EXPENSES, AND SERVICE AWARDS**

Date: November 10, 2022
Time: 10:00 AM
Ctrm: Via Zoom Videoconference
Judge: Hon. Morrison C. England, Jr.

1 Plaintiffs Eugenio and Rosa Contreras, Sherlie Charlot, and Jennie Miller (“Named Plaintiffs”),
2 by and through their attorneys, respectfully submit this reply memorandum (“Reply”) in support of their
3 Unopposed Motion for Final Approval of Settlement Agreement and Certification of Settlement Class
4 (“Final Approval Motion”), ECF No. 163, and Motion for Attorneys’ Fees, Reimbursement of
5 Expenses, and Service Awards (“Fee Motion”), ECF No. 164 (together, the “Approval Motions”).
6

7 I. INTRODUCTION

8 The Approval Motions seek final approval of a Settlement Agreement (“SA”)¹ completely
9 resolving this matter, and further seek approval of awards of attorneys’ fees, reimbursement of
10 expenses, and Service Awards to Named Plaintiffs. For the reasons set forth in this Reply and its
11 attachments, in the Approval Motions and their supporting memoranda, and in the Joint Declaration of
12 Class Counsel, the combined \$8.6 million, non-reversionary Settlement before the Court is fair,
13 adequate, and reasonable, and should be finally approved pursuant to Fed. R. Civ. P. 23(e). Further, the
14 total requested awards of \$2.15 million in Class Counsel’s attorneys’ fees, \$226,585.83 in
15 reimbursement of expenses, and for Service Awards for the three Named Plaintiffs of \$10,000 each,
16 should be approved.
17

18 II. THE APPROVAL MOTIONS SHOULD BE GRANTED

19 A. Notice of the Settlement Was Properly Given.

20 As more fully described at pages 5 through 8 of the Final Approval Motion and its supporting
21 Joint Declaration, notice of the Settlement and the November 10, 2022 Final Approval Hearing was
22 given to the Settlement Class by email and mail by the deadlines set in the Court’s Order Granting
23 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”), ECF No. 162. In
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27 ¹ A true copy of the Settlement Agreement and Release dated March 30, 2022, is attached as Exhibit 1
28 to the Joint Declaration of Laura R. Gerber and Thomas E. Loeser (“Joint Declaration” or “Joint
Decl.”), ECF No. 165-1. Capitalized terms not otherwise defined in this Reply shall have the same
meaning ascribed to them in the Settlement Agreement.

1 accordance with the Settlement Agreement, the notice program included the following elements: 1)
2 Email Notice to Settlement Class Members with valid email addresses; and 2) for Settlement Class
3 Members without a valid email address, or if an email bounce-back was received, Postcard Notice via
4 first class mail. Final Approval Motion at 7. The Email Notice was sent to the email addresses of
5 298,703 Settlement Class Members, and the Postcard Notice was sent to the last known addresses of
6 81,483 Settlement Class Members for whom no email address was available or the Email Notice was
7 undeliverable. Supplemental Declaration of Mark Cowen in Support of Plaintiffs' Reply to Final
8 Approval Motions ("Cowan Supplemental Declaration" or "Cowan Suppl. Decl.") ¶¶ 6, 9, concurrently
9 filed herewith. By July 26, 2022, the Settlement Administrator, A.B. Data, also posted and linked the
10 Complaint, the Settlement Agreement, the Long-Form Notice, and other relevant documents on the
11 Settlement Website. Final Approval Motion at 8. Previously, on May 9, 2022, notice of the Settlement
12 was properly given by defense counsel under the Class Action Fairness Act, 28 U.S.C. § 1715(a)(1) and
13 (b). *Id.* at 8–9.

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16 The Class Notice was prepared in three forms, the Long-Form Notice, the Email Notice, and the
17 Postcard Notice. The Long-Form Notice provided detailed information about the Settlement to the
18 Settlement Class Members, including a comprehensive summary of the Settlement's terms; notice of
19 Class Counsel's intent to request Attorneys' Fees and Expenses, and Service Awards for the services
20 performed by Named Plaintiffs; detailed information about the Released Claims; the Final Approval
21 Hearing date; the procedure and deadlines to opt-out of the Settlement or to object to the Settlement;
22 how to receive additional information about the Settlement; provided Settlement Class Members with
23 contact information for Class Counsel; information on the toll-free phone number for inquiries to the
24 Settlement Administrator; and the Settlement Website address for further information. Decl. of Mark
25 Cowen in Supp. of Pls.' Unopposed Mot. for Final Approval of Settlement Agreement & Certification
26 of Settlement Class ("Cowan Decl.") Ex. 4, ECF No. 166-4. The Email and Postcard Notice included
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1 substantially similar information and provided a link to the website with the Long-Form Notice. *Id.* Ex.
2 1 (Email Notice), ECF No. 166-1; Ex. 2 (Postcard Notice), ECF No. 166-2. Notice has been fully and
3 timely given.

4 **B. Notice to the Settlement Class.**

5 The parties went to great lengths to notify the Settlement Class about the terms of the
6 Settlement, and to educate the Settlement Class about the effects of the Settlement on the Class. Named
7 Plaintiffs and Class Counsel are pleased to report that these efforts were extremely successful, as
8 evidenced by the fact that 2,019 people contacted the Settlement Administrator or Class Counsel to
9 inquire about the Settlement, but none of the inquiries have resulted in an objection. This is a
10 remarkable result given that 380,186 notices were emailed or mailed to Settlement Class Members of
11 the Settlement terms, their right to object or opt-out, and how to go about doing so.
12

13 Efforts to maximize notice to the Settlement Class continued after the Approval Motions were
14 filed. The Settlement Administrator reports that between September 8, 2022 and September 20, 2022,
15 an additional 37,775 Email Notices were sent to borrowers where multiple borrower email addresses
16 were associated with a single loan, and 2,245 Postcard Notices were re-mailed. Cowan Suppl. Decl.
17 ¶¶ 4–9.
18

19 In sum, of the 380,186 notices given, after tracing and re-mailing efforts, there were only about
20 3,570—.93%—for which no address could be found. *See id.* ¶¶ 6, 8. The total number of records for
21 whom no addresses could be determined—3,570—is also just under one percent of the 358,727 unique
22 Settlement Class Members.²
23

24 A.B. Data has responded to 682 email inquiries in response to the Class Notice. Cowan Suppl.
25 Decl. ¶ 12. Separately, Class Counsel have received and responded to 16 email and phone inquiries.
26

27 ² As explained at note 4 to the Final Approval Motion, “[a]fter analyzing and deduplicating the 368,848
28 records received [from Nationstar], A.B. Data determined there were 358,727 unique records[.]” Final
Approval Motion at 7 n.4.

1 Declaration of Laura R. Gerber in Support of Plaintiffs’ Reply to Final Approval Motions ¶ 6,
2 concurrently filed herewith.

3 **C. Four Class Members Submitted Exclusion Requests in Proper Form.**

4 The Settlement Agreement provided Class members with opt-out rights if they did not wish to
5 be bound by any orders or judgments relating to the Settlement. SA ¶ 10.1–10.2. Thirty-four individuals
6 submitted opt-out or exclusion requests to the Settlement Administrator. Cowan Suppl. Decl. ¶ 14. All
7 of the exclusion requests are attached as Exhibit A through D to the Cowan Supplemental Declaration.
8 Four Class members submitted timely exclusion requests in proper form. *Id.* ¶¶ 15, 16. Thirty Class
9 members submitted timely opt-out requests that were not in proper form. *Id.* ¶ 17; *see* SA ¶ 10.1 (“Mass
10 or class opt outs and electronic or facsimile signatures shall not be allowed.”). Finally, one individual,
11 David Lawson, submitted a letter indicating he did not satisfy the definition of the Class, and therefore
12 is not a Settlement Class member. Cowan Suppl. Decl. ¶ 18; Ex. D. Following receipt of the exclusion
13 requests, the Settlement Administrator emailed all individuals for whom an email address was available
14 to inform them if their request was timely received and in proper form. *Id.* ¶¶ 15, 16, 17.

17 **D. The Absence of Objections Supports Approval of the Settlement and the Fee Motion.**

18 When Named Plaintiffs filed the Final Approval Motion in early September, the Class
19 members’ response to the Settlement was the one factor they could not definitively address, since the
20 objection deadline was not until a month later. Now that the deadline has passed, and no objections
21 have been filed, it is readily apparent that the Class approves of the Settlement. “It is established that
22 the absence of a large number of objections to a proposed class action settlement raises a strong
23 presumption that the terms of a proposed class settlement action are favorable to the class members.”
24 *Ontiveros v. Zamora*, 303 F.R.D. 356, 371–72 (E.D. Cal., 2014) (quoting *National Rural Telecomms.*
25 *Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal. 2004)). Accordingly, this factor weighs in
26 favor of the Court’s approval of the settlement.
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1 The Final Approval Brief extensively demonstrated that the Settlement is “fair, reasonable, and
2 adequate,” as required by Fed. R. Civ. P. 23(e)(2). Named Plaintiffs can now buttress that analysis with
3 the complete absence of objections to the Settlement, indicating class-wide support. The Settlement
4 should be fully and finally approved.

5
6 Similarly, Named Plaintiffs are also now able to report that the objection deadline has passed
7 and no objections to the Fee Motion—encompassing fees, expenses, and Service Awards—have been
8 received. As with the Settlement itself, absence of objections by settlement class members is a strong
9 indication that the fee request is fair and reasonable. *See Reed v. 1-800 Contacts, Inc.*, No. 12-cv-02359
10 JM (BGS), 2014 WL 29011, at *8–9 (S.D. Cal. Jan 2, 2014) (relying on absence of objections in
11 approving fee award). The Long-Form Notice informed Settlement Class Members that Class Counsel
12 would seek an attorneys’ fee award of 25% of the Settlement funds, plus reimbursement of their costs
13 and expenses, and for Service Awards for the three Named Plaintiffs. Cowan Decl. Ex. 4, at 5–6, ECF
14 No. 166-4.
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16 In addition, the Fee Motion explained why the requests, separate and apart from the relief to the
17 Settlement Class, are fair and reasonable and supported by, among other factors, the result achieved in
18 the face of significant risks and the contingent nature of the litigation. The Fee Motion is supported by
19 the Joint Declaration of Class Counsel, which includes a detailed explanation of fees and expenses and
20 the reasons they were incurred, and is supported by the Named Plaintiffs, who were active participants
21 in the litigation and the settlement process. Joint Decl. ¶¶ 31–46; Exs. 10–12.
22

23 The Fee Motion, and the detailed support therefor, did not attract one objection, strongly
24 indicating that the request is fair and reasonable. Accordingly, the approval of Settlement Class
25 Members in this Action supports approval of the request for attorneys’ fees, reimbursement of
26 expenses, and Service Awards to Named Plaintiffs.
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III. CONCLUSION

For the foregoing reasons, Named Plaintiffs respectfully request that the Court: (a) grant final approval of the Settlement because it is a fair and reasonable result when viewed in the light of the governing standard; (b) grant final certification of the Settlement Class because they meet all the requirements of Fed. R. Civ. P. 23; (c) grant final approval of the requested attorneys' fees, reimbursement of expenses, and Service Awards to Named Plaintiffs; and (d) grant such other and further relief as the Court deems appropriate.

DATED this 3rd day of November 2022.

By /s/ Laura R. Gerber

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Attorneys for Plaintiffs and Settlement Classes

CERTIFICATE OF SERVICE

I hereby certify that on November 3, 2022, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which in turn sent notice to all counsel of record.

/s/ Laura R. Gerber _____

Laura R. Gerber

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

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

Plaintiffs,

v.

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

Defendants.

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

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Action Filed: February 12, 2016
FAC Filed: August 30, 2017
SAC Filed: September 24, 2018
TAC Filed: May 6, 2020

This matter having come before the Court for hearing pursuant to Plaintiffs' Unopposed Motion for Final Approval of Settlement Agreement and Certification of Settlement Class, ECF No. 163, and Motion for Attorneys' Fees, Reimbursement of Expenses, and Service Awards, ECF No. 164, as set forth in the Settlement Agreement and Release ("Settlement Agreement'), and due to adequate notice having been given to the Settlement Class Members as required in the

1 Order Granting Preliminary Approval of Class Action Settlement, ECF No. 162, and the Court
2 having considered all papers filed and proceedings had herein and otherwise being fully
3 informed of the promises and good cause appearing therefore, it is ORDERED, ADJUDGED,
4 AND DECREED THAT:

5 1. This Final Approval Order and Judgment (“Final Approval Order”) incorporates by
6 reference the definitions in the Settlement Agreement. All capitalized terms used herein shall
7 have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth
8 herein.

9 2. This Court has jurisdiction over the subject matter of the Litigation and over all of
10 the Parties to the Litigation.

11 3. For purposes of settlement only, the Parties have stipulated to the certification of
12 three Settlement Classes under Fed. R. Civ. P. 23, defined as all Settlement Class Members who
13 do not request exclusion from the Settlement and meet the following criteria:

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

18 (2) Florida Class: all residents of Florida, who, from February 1, 2012 to February
19 14, 2022, made a payment to Nationstar on a residential mortgage loan over the phone or online
20 that included a Convenience Fee at Issue charged by Nationstar for using the phone or internet;
21 and

22 (3) Illinois Class: all residents of Illinois, who, from February 1, 2013 to February
23 14, 2022, made a payment to Nationstar on a residential mortgage loan over the phone or online
24 that included a Convenience Fee at Issue charged by Nationstar for using the phone or internet.

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

1 4. Certification. As to the Settlement Classes, the Court finds that the class action
2 prerequisites of Fed. R. Civ. P. 23(a) have been satisfied. Specifically, the Court finds that: (i)
3 the Settlement Classes are so numerous that joinder would be impractical; (ii) common questions
4 of law and fact exist as to the Settlement Classes; (iii) that the claims or defenses of the Named
5 Plaintiffs are typical of the claims or defenses of the Settlement Classes; and (iv) that the Named
6 Plaintiffs will fairly and adequately protect the interests of the Settlement Classes. As to the
7 Settlement Classes, the Court also finds “that the questions of law or fact common to class
8 members predominate over any questions affecting only individual members, and that a class
9 action is superior to other available methods for fairly and efficiently adjudicating the
10 controversy.” Fed. R. Civ. P. 23(b)(3). Because all the class certification requirements of Fed. R.
11 Civ. P. 23 have been met as to the Settlement Classes, the Court certifies the Settlement Classes
12 for purposes of this Settlement.

13 5. The Court appoints Keller Rohrback L.L.P. and Hagens Berman Sobol Shapiro
14 LLP as Class Counsel for the Settlement Classes, and Named Plaintiffs Eugenio and Rosa
15 Contreras, Sherlie Charlot, and Jennie Miller as class representatives for the Settlement Classes.

16 6. The Class Notice provided to the Settlement Classes conformed with the
17 requirements of Fed. R. Civ. P. 23, the United States Constitution, and any other applicable law,
18 and constituted the best notice practicable under the circumstances, by providing individual
19 notice to all Settlement Class Members who could be identified through reasonable effort, and by
20 providing due and adequate notice of the proceedings and of the matters set forth therein to the
21 other Settlement Class Members. The Class Notice fully satisfied the requirements of Due
22 Process.

23 7. No Settlement Class Members have objected to the terms of the Settlement.

24 8. A list of Settlement Class Members who timely requested exclusion in proper form
25 pursuant to Section 10.1 of the Settlement Agreement is attached hereto as Exhibit 1.

26 9. The Court finds that Defendants properly and timely notified the appropriate
27 government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of
28 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendants’ notice

1 sent on May 9, 2022 and finds that it complied with all applicable requirements of CAFA.
2 Further, more than ninety (90) days have elapsed since Defendants provided notice pursuant to
3 CAFA to the appropriate state officials and the date set for the Final Approval Hearing.

4 10. This Court now gives final approval to the Settlement and finds that the Settlement
5 Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Classes. The
6 Settlement consideration provided under the Settlement Agreement constitutes fair value given
7 in exchange for the release of claims against the Released Persons. The Court finds that the
8 consideration to be paid or provided to Settlement Class Members is reasonable and in the best
9 interests of the Settlement Classes considering the disputed facts and circumstances of and
10 affirmative defenses asserted in the Litigation and the potential risks and likelihood of success of
11 pursuing litigation on the merits. The complex legal and factual posture of this Litigation, the
12 amount of discovery completed, and the fact that the Settlement is the result of arm's-length
13 negotiations between the Parties, including negotiations presided over by the Honorable William
14 J. Cahill (Ret.) of JAMS, support this finding. The Court finds that these facts demonstrate that
15 there was no collusion present in the reaching of the Settlement Agreement, implicit or
16 otherwise. *See In re Bluetooth Headset Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

17 11. The Court has specifically considered the factors relevant to class settlement
18 approval as required by Fed. R. Civ. P. 23(e)(2) including, *inter alia*, whether Named Plaintiffs
19 and Class Counsel have adequately represented the Settlement Classes, whether the Settlement
20 was negotiated at arm's length, the relief provided to the Settlement Classes, taking into account
21 the costs, risks and delay of trial and appeal, the effectiveness of distributing payments to
22 Settlement Class Members; the terms of the proposed attorneys' fees, including timing of
23 payment, and any agreements required to be identified under Fed. R. Civ. P. 23(e)(3); and
24 whether the proposal treats Settlement Class Members equitably relative to one another—and
25 upon consideration of such factors finds that the Settlement is fair, reasonable, and adequate to
26 all concerned.

27 12. Accordingly, the Settlement is hereby finally approved in all respects, and the
28 Parties are hereby directed to implement and consummate the Settlement Agreement according

1 to its terms and provisions.

2 13. The terms of the Settlement Agreement and of this Final Approval Order, including
3 all exhibits thereto, shall be forever binding in all pending and future lawsuits maintained by the
4 Named Plaintiffs and all other Settlement Class Members, as well as their family members, heirs,
5 administrators, successors, and assigns.

6 14. Upon entry of this Final Approval Order, compensation to Settlement Class
7 Members shall be effected pursuant to the terms of the Settlement.

8 15. In addition to any recovery that the Named Plaintiffs may receive under the
9 Settlement, and in recognition of the Named Plaintiffs' efforts and risks taken on behalf of the
10 Settlement Classes, the Court hereby approves the payment of Service Awards to the three
11 Named Plaintiffs in the amount of \$_____, or \$ _____ total.

12 16. The Court approves the payment of Attorneys' Fees to Class Counsel in the sum of
13 \$_____, and the reimbursement of litigation Expenses in the sum of
14 \$_____.

15 17. The Court approves and orders payment to the Settlement Administrator, A.B.
16 Data, Ltd., in the amount of \$104,554.92 for its performance of its settlement claims
17 administration services provided to date, and further approves and orders payment to A.B. Data,
18 Ltd. from the Settlement Fund for future services rendered to the Settlement Classes upon proper
19 submission of invoices for such services to Class Counsel.

20 18. The Releases, which are set forth in Section 9 of the Settlement Agreement, are
21 expressly incorporated herein in all respects and are effective as of the Final Settlement Date.
22 Upon the Final Settlement Date, the Settlement Class Members, (except any excluded
23 individuals referenced in Exhibit 1 of this Final Approval Order), shall, by operation of the Final
24 Approval Order, be deemed to have fully, conclusively, irrevocably, forever, and finally
25 released, relinquished, and discharged the Released Persons from any and all claims, actions,
26 causes of action, suits, debts, sums of money, payments, obligations, promises, damages,
27 penalties, attorneys' fees and expenses, liens, judgments, and demands of any kind whatsoever
28 that each member of the Settlement Classes may have on or before February 14, 2022 or may

1 have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as
2 individual claims or as claims asserted on a class basis, whether past or present, mature or not yet
3 mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local
4 law, statute, ordinance, regulations, contract, common law, or any other source, that were or
5 could have been alleged in the Litigation that relate, concern, arise from, or pertain in any way to
6 the Released Persons' conduct, policies, or practices concerning Convenience Fees at Issue
7 charged by Nationstar to the Settlement Classes during the applicable Class Periods outlined in
8 Paragraph 3.1 of the Settlement Agreement, including but not limited to claims related to charges
9 for making payments to Nationstar over the phone or internet and claims or causes of action
10 based on such charges for breach of contract, breach of the implied covenant of good faith and
11 fair dealing, unjust enrichment, violation of the Rosenthal Fair Debt Collection Practices Act,
12 violation of the California Unfair Competition Law, violation of the Florida Deceptive and
13 Unfair Trade Practices Act, and violation of the Illinois Consumer Fraud Act.

14 19. Furthermore, Named Plaintiffs and all Settlement Class Members are hereby barred
15 and permanently enjoined from: (a) filing, commencing, prosecuting, intervening in, promoting,
16 or participating (as class members or otherwise) in any action in any jurisdiction based on any of
17 the Released Claims or the facts and circumstances relating thereto; and (b) organizing
18 Settlement Class Members who have not been excluded from the Settlement Classes into a
19 separate class for purposes of pursuing as a purported class action (including by seeking to
20 amend a pending complaint to include class allegations, or seeking class certification in a
21 pending action) based on any of the Released Claims or the facts and circumstances relating
22 thereto.

23 20. This Final Approval Order, the Settlement, and all negotiations, statements,
24 documents, and/or proceedings in connection with this Settlement are not and shall not be
25 construed as an admission by Defendants of any liability or wrongdoing in this or in any other
26 proceeding.

27 21. This Final Approval Order is intended to be a final disposition of the above
28 captioned action in its entirety and is intended to be immediately appealable.

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22. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the subject matter of the Litigation, including but not limited to all matters related to the Settlement and the determination of all controversies related thereto.

DATED: _____, 2022

Hon. Morrison C. England, Jr.
Senior United States District Judge

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EXHIBIT 1

LIST OF OPT-OUTS

1. Thomas E. Vittitow (Estate of)
2. Jackerly McFadden
3. Guadalupe Vera
4. David Hale