

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

TAQUELIA WASHINGTON TOLAND and
GEORGIA TOLAND, individually and on
behalf of All Others Similarly Situated,

Plaintiffs,

vs.

NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company;
VERIPRO SOLUTIONS INC., a Delaware
corporation, and DOES 1 through 20,

Defendants.

Case No. 3:17-cv-02575-JD

CLASS ACTION

**[PROPOSED] ORDER FINALLY
APPROVING CLASS ACTION
SETTLEMENT AND FINAL JUDGMENT**

Date: April 21, 2022

Time: 10:00 a.m.

Courtroom 11, 19th Floor

Hon. James Donato

Action Filed: March 24, 2017

This matter having come before the Court for hearing pursuant for approval of the settlement set forth in the Settlement Agreement and Release, and due and adequate notice having been given to the Settlement Class Members as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed of the promises and good cause appearing therefore, it is ORDERED, ADJUDGED AND DECREED THAT:

1. This Final Approval Order and Judgment incorporates by reference the definitions in the Settlement Agreement. All capitalized terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise set forth herein.

1 2. This Court has jurisdiction over the subject matter of the Action and over all of the
2 parties to the Action.

3 3. For purposes of settlement only, the Parties have stipulated to the certification of a
4 Settlement Class under Federal Rule of Civil Procedure 23 defined as all Class Members who do
5 not request exclusion from the Settlement and meet the following criteria:

6 All natural persons who obtained a second mortgage, or home equity
7 line of credit, secured by a deed of trust on property located in
8 California (a) to secure payment of the purchase price of a dwelling
9 (b) for not more than four families and which (c) was occupied
10 entirely or in part by the purchaser, and, after a foreclosure or short
11 sale of the dwelling, any of the defendants (1) sent the person a
12 letter in the form of Exhibits “A” and/or “C” to the Complaint
within the Class Period (“the Collection Letter Subclass”); and/or
(2) reported such person’s second mortgage loan or home equity line
of credit to one or more of the credit reporting agencies Experian,
Equifax, or TransUnion as having an outstanding balance owing
and/or otherwise as currently delinquent within the Class Period
 (“the Credit Reporting Subclass”).

13 4. Certification. As to the Settlement Class, the Court finds that the class action
14 prerequisites of Federal Rule of Civil Procedure 23(a) have been satisfied. Specifically, the Court
15 finds that (i) the class is so numerous that joinder would be impractical, (ii) common questions of
16 law and fact exist as to the class, (iii) that the claims or defenses of the Class Representatives are
17 typical of the claims or defenses of the class, and (iv) that the Class Representatives will fairly and
18 adequately protect the interests of the class. As to the Settlement Class, the Court also finds “that
19 the questions of law or fact common to class members predominate over any questions affecting
20 only individual members, and that a class action is superior to other available methods for fairly
21 and efficiently adjudicating the controversy.” *See* Fed. R. Civ. P. 23(b)(3). Because all the class
22 certification requirements of Federal Rule of Civil Procedure 23 have been met as to the
23 Settlement Class, the Court certifies that class for purposes of this Settlement.

24 5. The Court appoints Housing and Economic Rights Advocates and Kemnitzer,
25 Barron & Krieg LLP as Class Counsel for the Settlement Class, and Taquelia Washington-Toland
26 and Georgia Toland as Class Representatives.

27 6. The Class Notice provided to the Settlement Class conforms with the requirements
28 of Fed. Rule Civ. Proc. 23, the United States Constitution, and any other applicable law, and

1 constitutes the best notice practicable under the circumstances, by providing individual notice to
2 all Settlement Class Members who could be identified through reasonable effort, and by providing
3 due and adequate notice of the proceedings and of the matters set forth therein to the other
4 Settlement Class Members. The Class Notice fully satisfied the requirements of Due Process.

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

6 8. A list of Settlement Class Members who timely requested exclusion is attached
7 hereto as Exhibit 1.

8 9. The Court finds that Defendants properly and timely notified the appropriate
9 government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of
10 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendants’ notice,
11 and finds that it complied with all applicable requirements of CAFA. Further, more than ninety
12 (90) days have elapsed since Defendants provided notice pursuant to CAFA and the Final
13 Approval Hearing.

14 10. This Court now gives final approval to the settlement and finds that the Settlement
15 Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The
16 settlement consideration provided under the Settlement Agreement constitutes fair value given to
17 in exchange for the release of claims against the Released Persons. The Court finds that the
18 consideration to be paid or provided to Class Members is reasonable and in the best interests of the
19 Settlement Class considering the disputed facts and circumstances of and affirmative defenses
20 asserted in the Action and the potential risks and likelihood of success of pursuing litigation on the
21 merits. The complex legal and factual posture of this case, the amount of discovery completed, and
22 the fact that the Settlement is the result of arm’s-length negotiations between the Parties, including
23 negotiations presided over by the Hon. Donna M. Ryu and Hon. George Hernandez (Ret.) support
24 this finding. The Court finds that these facts demonstrate that there was no collusion present in the
25 reaching of the Settlement Agreement, implicit or otherwise. *See In re Bluetooth Headset Prods.*
26 *Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011).

27 11. The Court has specifically considered the factors relevant to class settlement
28 approval (*see, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004))—including,

1 *inter alia*, the strength of the Class Representatives’ case; the risk, expense, complexity, and likely
2 duration of further litigation; the risk of not maintaining class action status throughout trial; the
3 relief provided for in the settlement; the extent of discovery completed and stage of the
4 proceedings; the experience and views of counsel; and the reaction of the Class Members to the
5 proposed settlement (including the claims submitted and lack of any opt-outs or objections)—and
6 upon consideration of such factors finds that the Settlement is fair, reasonable, and adequate to all
7 concerned.

8 12. Accordingly, the Settlement is hereby finally approved in all respects, and the
9 Parties are hereby directed to implement and consummate the Settlement Agreement according to
10 its terms and provisions.

11 13. The terms of the Settlement Agreement and of this Final Approval Order and
12 Judgment, including all exhibits thereto, shall be forever binding in all pending and future lawsuits
13 maintained by the Plaintiff and all other Settlement Class Members, as well as their family
14 members, heirs, administrators, successors, and assigns.

15 14. Upon entry of this Order, compensation to Settlement Class Members who
16 submitted shall be effected pursuant to the terms of the Settlement.

17 15. In addition to any recovery that the Class Representatives may receive under the
18 Settlement, and in recognition of the Class Representatives efforts and risks taken on behalf of the
19 Settlement Class, the Court hereby approves the payment of Service Awards to Class
20 Representatives, Georgia Toland and Taquelia Washington Toland, in the amount of \$5,000,00
21 each.

22 16. The Court approves the payment of attorneys’ fees to Class Counsel in the sum of
23 \$390,000.00, and the reimbursement of litigation expenses as follows:

24 Kemnitzer, Barron & Krieg LLP	\$174,772.95
25 Arthur D. Levy	\$188,788.65
26 Housing and Economic Rights Advocates	\$ 26,438.40

27 17. The Court approves and orders payment to the Settlement Administrator, JND
28 Legal Administration for performance of its settlement claims administration services as follows:

1 Defendant Nationstar Mortgage LLC: \$25,000.00

2 Plaintiffs' Counsel: All reasonable and necessary charges in excess of \$25,000.00.

3 18. The Releases, which are set forth in Section 10 of the Settlement Agreement, are
4 expressly incorporated herein in all respects and are effective as of the Effective Date. Upon the
5 Effective Date, the Plaintiff and Settlement Class Members, [except the excluded individuals
6 referenced in Exhibit 1 of this Order], shall have, by operation of this Final Approval Order and
7 Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties
8 from all actions, causes of action, claims, demands, obligations, or liabilities of any and every
9 kind, whether known or unknown, fixed or contingent, against any of the Released Parties arising
10 out of or relating to any of the Collection Letters and/or credit reporting of the loans after a short
11 sale or foreclosure that were or could have been asserted by the Class Representative or Class
12 Members in the Action. This release includes, but is not limited to, claims for statutory or
13 regulatory violations, the Rosenthal Fair Debt Collection Practices Act, the California Consumer
14 Credit Reporting Act, the Unfair Competition Law, the False Advertising Law, unfair, abusive, or
15 deceptive act or practice claims, tort, contract, or other common law claims, or violations of any
16 other related or comparable federal, state, or local law, statute, or regulation, and any damages
17 (including compensatory damages, special damages, consequential damages, punitive damages,
18 statutory penalties, attorneys' fees, costs) proximately caused by or attributable thereto, directly or
19 indirectly, and any equitable, declaratory, injunctive, or any other form of relief (the "Released
20 Claims").

21 19. Furthermore, Plaintiffs and all Settlement Class Members are hereby barred and
22 permanently enjoined from (a) filing, commencing, prosecuting, intervening in, promoting, or
23 participating (as class members or otherwise) in any lawsuit in any jurisdiction against any of the
24 Released Parties based on any of the Released Claims; and (b) organizing Settlement Class
25 Members who have not been excluded from the Settlement Class into a separate class for purposes
26 of pursuing as a purported class action any lawsuit (including by seeking to amend a pending
27 complaint to include class allegations, or seeking class certification in a pending action) against
28 any of the Released Parties based on any of the Released Claims.

1 20. This Final Order and the Settlement Agreement (including the exhibits thereto)
2 may be filed in any action against or by any of the Released Parties (as that term is defined herein
3 and the Settlement Agreement) to support a defense of *res judicata*, collateral estoppel, release,
4 good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue
5 preclusion or similar defense or counterclaim.

6 21. This Order, the Settlement, and any and all negotiations, statements, documents,
7 and/or proceedings in connection with this Settlement are not, and shall not be construed as, an
8 admission by Defendant of any liability or wrongdoing in this or in any other proceeding.

9 22. This Judgment is intended to be a final disposition of the above captioned action in
10 its entirety, and is intended to be immediately appealable.

11 23. This Court shall retain jurisdiction with respect to all matters related to the
12 administration and consummation of the settlement, and any and all claims, asserted in, arising out
13 of, or related to the subject matter of the Action, including but not limited to all matters related to
14 the Settlement and the determination of all controversies related thereto.

15 IT IS SO ORDERED.

16 DATED: April 21, 2022

17
18
19
20
21
22
23
24
25
26
27
28

Hon. James Donato

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit 1—Exclusions

The Class Members who submitted timely exclusion requests and are excluded from the Settlement and Judgment are the following:

1. Ersel Mullens
2. Patricia Mitchell
3. Merili Johnston