

HOUSING AND ECONOMIC RIGHTS ADVOCATES

ARTHUR D. LEVY Bar No. 095659

GINA DI GIUSTO Bar No. 293252

P.O. Box 29435

Oakland, CA 94604

Telephone: (415) 702-4551

Facsimile: (415) 814-4080

arthur@yesquire.com

gdigiusto@heraca.org

KEMNITZER, BARRON & KRIEG, LLP

BRYAN KEMNITZER Bar No. 066401

KRISTIN KEMNITZER Bar No. 278946

42 Miller Ave., 3rd Floor

Mill Valley, CA 94941

Telephone: (415) 632-1900

Facsimile: (415) 632-1900

bryan@kbklegal.com

kristin@kbklegal.com

Attorneys for Plaintiffs TAQUELIA WASHINGTON TOLAND AND GEORGIA TOLAND
Individually and on Behalf of All Others Similarly Situated

UNITED STATES DISTRICT COURT

FOR THE 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

**DECLARATION OF KRISTIN
KEMNITZER IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF PROPOSED CLASS
ACTION SETTLEMENT**

Date: April 15, 2021

Time: 10:00 a.m.

Courtroom 11, 19th Floor

Hon. James Donato

Complaint Filed: March 24, 2017

I, KRISTIN KEMNITZER, do hereby declare as follows:

1. I am an attorney at law, duly licensed to practice in the State of California. Our law firm,
Kemnitzer, Barron, & Krieg, LLP, was retained by Plaintiffs Taquelia Washington Toland and

Georgia Toland in this litigation. I have personal knowledge of all information stated below, or the information is based upon my review of the file in this matter, and I am competent to testify thereto.

2. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval and the adequacy of myself and Bryan Kemnitzer, and the law firm Kemnitzer, Barron, & Krieg, LLP as Class Counsel. As set forth below, our firm has extensive experience in class actions

3. My firm and I are fully prepared and able to serve as counsel for the proposed class in this action. The attorneys at Kemnitzer Barron & Krieg LLP are experienced class action lawyers, having represented over 500,000 class members, obtained over \$500 million in recovery for California consumers, and obtained waiver of over \$3 billion in uncollectable debt.

4. For the foregoing reasons, I am aware of the obligations of class counsel and am qualified to act as counsel for the proposed class in this case.

I. BACKGROUND AND EXPERIENCE

A. Kristin Kemnitzer:

5. I am a co-managing Partner at Kemnitzer, Barron & Krieg. I earned my B.A. with honors from Stanford University in 2006. I graduated from University of California, Berkeley, School of Law in 2011 and was sworn in to the California Bar in December 2011.

6. In 2009, I served as a judicial extern for the Honorable Randall R. Rader, formerly Chief Judge of the United States Court of Appeals for the Federal Circuit. During law school, I served as Senior Articles Editor of the Berkeley Technology Law Journal.

7. From 2011 until 2012, I was a litigation associate at the law firm Wilson, Sonsini, Goodrich & Rosati in Palo Alto. While at Wilson Sonsini, I focused on Internet and copyright litigation, and class action defense.

8. I began working at Kemnitzer, Barron & Krieg in October 2012. I am responsible for all aspects of litigation including client interviews, drafting complaints, legal research and analysis, motion practice, arbitration, mediation, depositions, arbitration, trial preparation, and appellate practice. During my tenure at the firm, I have litigated over 150 cases, including dozens of class actions.

9. I am involved in a number of consumer organizations, including the National Consumer

1 Law Center, the National Association of Consumer Advocates, Public Citizen, and Consumer
2 Attorneys of California.

3 10. I have also been an MCLE lecturer on various topics, including providing a legal
4 negotiations training to staff attorneys at Bay Area Legal Aid (2015), MCLE training on the
5 Rees-Levering Act at Bay Area Legal Aid (2019), MCLE training on the Rees-Levering Act at
6 Public Law Center (2019), and trainings on the Rees-Levering Act at Watsonville Law Center
7 (2019), Bay Area Legal Aid (2019), Public Law Center (2019), Housing and Economic Rights
8 Advocates (2020), and Public Counsel (2020). I was also a guest lecturer at the Practising Law
9 Institute in 2020 on a panel entitled “Helping Homeowners Facing Fair Lending Problems.” I
10 have has also appeared on CBS News ConsumerWatch as a correspondent on consumer law
11 issues. I have also been a guest lecturer at University of California, Hastings College of Law.
12 Finally, I have been a speaker at the National Consumer Law Center annual Consumer Litigation
13 Rights Conference in 2017, 2018, 2019, and 2020.

14 11. I have published articles on consumer law in Law360 and Plaintiff Magazine. I have also
15 been responsible to editing chapters of the National Consumer Law Center’s treatise on
16 Warranty Law.

17 12. Our law firm Kemnitzer, Barron & Krieg, LLP specializes in consumer litigation. Our
18 law practice is focused on representing consumers who have disputes with automobile
19 manufacturers, auto dealers and auto finance lenders. In addition to handling a large number of
20 these types of cases at the pre-trial and trial level, we have also done significant work in this area
21 in the California appellate courts. Some of the reported cases in which lawyers from our firm
22 have been involved include the following:

- 23 1. *Mejia v. DACM Inc.*, 54 Cal.App.5th 691 (Rees-Levering Act)
- 24 2. *Ibrahim v. Ford Motor Co.* (1989) 214 Cal.App.3d 878. (Song-Beverly Act)
- 25 3. *Kwan v. Mercedes-Benz* (1994) 23 Cal.App.4th 174. (Song-Beverly Act)
- 26 4. *Jensen v. BMW of North America* (1995) 36 Cal.App.4th 112. (Song-Beverly Act)
- 27 5. *Music Acceptance v. Lofing* (1995) 32 Cal.App.4th 61. (Song-Beverly Act)
- 28 6. *Joseph v. J.J. MacIntyre* (2002) 238 F.Supp.2d 1158. (Fair Debt Collection)
7. *Gutierrez v. Autowest Dodge* (2003) 114 Cal.App.4th 77. (Consumer Arbitration)
8. *Joseph v. J.J. MacIntyre* (2003) 281 F.Supp.2d 1156. (Fair Debt Collection)
9. *Graham v. DaimlerChrysler* (2004) 34 Cal.4th 553. (Private Attorney General Fees)
10. *Pintos v. Pacific Creditors Association* (2009) 565 F.3d 1106. (Fair Debt

- Collection)
11. *Medraza v. Honda of North America* (2008) 166 Cal.App.4th 89. (Vehicle Codes Issues)
 12. *Arguelles v. Americredit Financial Services* (2010) 184 Cal.App.4th 825. (Consumer Arbitration)
 13. *Medraza v. Honda of North Hollywood* (2012) Cal.App.4th 1. (Vehicle Codes Issues)
 14. *Pierce v. Western Surety Company* (2012) 207 Cal.App.4th 83. (Dealer Surety Issues)
 15. *Wohlgemuth v. Caterpillar Inc.*, (2012) 207 Cal. App. 4th 1252. (CCP Section 998)

13. Our firm has been named class counsel in over 250 class actions. A representative list of some of those class actions is attached hereto as **Exhibit B**.

14. In addition to litigating class actions, I have experience working closely with class action administrators, and am involved in the notice, acknowledgment of requests for exclusion or objections, distribution and compliance processes that follow settlement of class actions or implementation of judgment. I speak with class administrators on a weekly basis, and during some periods, daily basis. This experience helps ensure that the terms of settlement and/or judgment are properly implemented.

15. Additional qualifications will be presented at the time of the Final Approval Motion, in support of Plaintiff's Motion for Attorneys' Fees.

B. Bryan Kemnitzer

16. Bryan graduated from Stanford University with a B.A. in 1972, and from the University of the Pacific, McGeorge School of Law with a J.D. in 1975. Bryan was admitted to the California Bar in 1975. Bryan is rated "AV" in Martindale-Hubbell. Bryan has been a civil litigator for nearly forty years. I have had further professional training as a civil trial lawyer through NITA courses and many continuing education programs. Bryan has tried numerous jury cases to judgment and Bryan has served as an arbitrator and judge pro tem.

17. Bryan is a founding member of the law firm Kemnitzer, Barron & Krieg, LLP, which specializes in consumer litigation. Bryan's law practice is focused on representing consumers who have disputes with manufacturers, auto dealers and financial institutions. In addition to handling a large number of these types of cases at the pre-trial and trial level, we have also done

1 significant work in this area in the California appellate courts.

2 18. Throughout his career, Bryan has been actively involved in a number of organizations
3 seeking to promote the interests of consumers through public interest litigation. For several
4 years, Bryan was a member of the Board of Directors of the San Francisco Lawyer Referral
5 Service Association. Bryan was a member of the Board of Governors of the Consumer Attorneys
6 of California (formerly California Trial Lawyers Association) for over five years, starting in
7 1999.

8 19. Bryan is a member of the National Association of Consumer Advocates, non-profit
9 corporation formed in response to the belief that an organization of private and public sector
10 attorneys, legal services attorneys, law professors and students, whose primary practice or
11 interests involve the protection and representation of consumers, was needed. Its mission is to
12 promote justice for all consumers by maintaining a forum for information sharing among
13 consumer advocates across the country and to serve as a voice for its members as well as
14 consumers in the ongoing struggle to curb unfair and abusive business practices.

15 20. Bryan has lectured on various aspects of consumer rights litigation at numerous
16 professional seminars, including the annual conferences for the National Consumer Law Center,
17 National Association of Consumer Advocates, the Consumer Attorneys of California, and the
18 Practicing Law Institute's Consumer Financial Service Litigation Program. Bryan was a speaker
19 for the Bridgeport Class Action Seminar in San Francisco regarding Arbitration and Class
20 Actions and spoke at another Bridgeport conference regarding taking effective depositions. I
21 have testified on these issues before various Sub-Committees of the California Assembly and
22 Senate, and at the Federal Trade Commission in Washington.

23 21. In 2008, Bryan was invited to give an intensive training to JAG officers and civilian legal
24 services lawyers serving the Coast Guard.

25 22. Bryan has been a guest lecturer at University of California Berkley School of Law on
26 numerous occasions. Specifically, in 2011, Bryan spoke at a class regarding mediation and in
27 2014 spoke at an FTC conference held at the school, speaking on consumer issues facing
28 minorities and recent immigrants. In 2011, Bryan talked with law students at the East Bay

1 Community Law Center regarding consumer protection law.

2 23. From 2002 to 2012, Bryan was the chair of the National Consumer Law Center's
3 development arm, the Partner's Council. The National Consumer Law Center (NCLC), based in
4 Boston, is the nation's premiere provider of resources for consumer law. Not only does NCLC
5 have numerous publications to assist consumer advocates; it also has an annual convention,
6 participates in consumer class action litigation, and does in-depth investigation into consumer
7 issues.

8 II. STATEMENT OF THE CASE

9 24. The factual background for this action is set forth in Section ___ of the Points and
10 Authorities in Support of the Motion for Preliminary Approval.

11 25. Plaintiffs filed their Complaint on March 23, 2017 in Alameda County Superior Court.
12 Plaintiffs allege state law unfair debt collection claims under California's Rosenthal Act, Civil
13 Code sections 1788, et seq. and the Unfair Competition Law ("UCL"), Business & Professions
14 Code sections 17200, et seq. Plaintiffs' claims arise out of California's "purchase money" anti-
15 deficiency statute, Cal. Code Civ. Proc. § 580b(a)(3), which eliminates a borrower's personal
16 liability for any unpaid loan balance remaining on a purchase money mortgage after a
17 foreclosure or short sale.

18 26. Plaintiffs brought this class action on behalf of:

19 All natural persons who obtained a second mortgage, or home equity line of credit,
20 secured by a deed of trust on property located in California

21 (a) to secure payment of the purchase price of a dwelling

22 (b) for not more than four families and which

23 (c) was occupied entirely or in part by the purchaser, and, after a
foreclosure or short sale of the dwelling, any of the defendants

24 (1) sent the person a letter in the form of Exhibits "A" and/or
25 "C" to the Complaint within the Class Period ("the
Collection Letter Subclass"); and/or

26 (2) reported such person's second mortgage loan or home equity
27 line of credit to one or more of the credit reporting agencies
Experian, Equifax, or TransUnion as having an outstanding
28 balance owing and/or otherwise as currently delinquent
within the Class Period ("the Credit Reporting Subclass").

III. INVESTIGATION, DISCOVERY, AND MOTION PRACTICE

27. Plaintiffs' Counsel has engaged in extensive investigation, formal discovery, and motion practice in this case as shown below.

28. Plaintiffs' formal discovery requests were as follows:

Request	Date of Request
Plaintiffs' Request for Production of Documents (Nationstar, Veripro) (Set 1)	August 15, 2018
Plaintiffs' Special Interrogatories (Nationstar) (Set 1)	August 15, 2018
Plaintiffs' Special Interrogatories (Veripro) (Set 1)	July 29, 2019
Plaintiffs' Special Interrogatories (Nationstar, Veripro) (Set 2)	July 30, 2019
Plaintiffs' Request for Production of Documents (Nationstar, Veripro) (Set 2)	July 31, 2019

29. Defendants' formal discovery requests were as follows:

Request	Date of Request
Nationstar's Request for Production of Documents	November 20, 2018
Nationstar's Special Interrogatories	November 20, 2018
Nationstar's Request for Admission	November 20, 2018

30. Discovery disputes arising out of Defendants' discovery responses resulted in two informal discovery telephone conferences with the Court (Dkt. Nos. 53, 58) and a Court-ordered in-person discovery meet and confer in the jury room (Dkt. No. 59).

31. Plaintiffs' counsel took Veripro's Fed. R. Civ. P. 30(b)(6) Deposition of Phillip Livingston on July 24, 2019.

32. Plaintiffs' counsel took Nationstar's Fed. R. Civ. P. 30(b)(6) Deposition of Andrew Loll on July 25, 2019.

33. Defense counsel took the deposition of Georgia Toland on July 18, 2019 and the deposition of Taquelia Washington Toland on July 19, 2019.

34. Plaintiffs' counsel took the deposition of Defendants' expert John Ulzheimer on October 11, 2019.

35. Defense counsel took the deposition of Plaintiffs' expert Evan Hendricks on October 12, 2019 and December 10, 2019.

36. The case involved the following motion practice:

Motion	Disposition	Date
Plaintiffs' Motion for Remand	Denied	July 13, 2018
Defendants' Motion for	Fully briefed and pending at	

1	Summary Judgment	the time of settlement	
2	Defendants' Motion to Exclude Testimony of Evan Hendricks	Fully briefed and pending at the time of settlement	
3	Plaintiffs' Motion for Class Certification	Fully briefed and pending at the time of settlement	

IV. ARMS' LENGTH NEGOTIATIONS

37. The parties participated in a full day mediation with Hon. George Hernandez (Ret.) of ADR Services on October 25, 2019. The case did not settle.

38. The parties engaged in a Mandatory Settlement Conference with Hon. Donna Ryu on July 27, 2020. The case did not settle but the parties made progress. The parties stipulated to continue the hearing on the Motion for Class Certification, Motion for Summary Judgment, and Exclude Testimony of Expert Evan Hendricks in light of the continuing settlement discussions.

39. The parties then engaged in a second mandatory settlement conference again with Judge Ryu on August 25, 2020. The parties were able to reach an agreement in principle. The parties negotiated the final settlement agreement and release over the following months and fully executed the Settlement on January 8, 2021.

V. TERMS OF THE SETTLEMENT

40. The terms of the settlement are set forth in the Settlement Agreement and Release ("SAR"), attached hereto as **Exhibit A** and Section III of the Points and Authorities In Support of the Motion for Preliminary Approval. The Claim Form Order is attached to the SAR as Exhibit 1; the Class Notice is attached to the SAR as Exhibit 2; the Proposed Final Approval Order is attached to the SAR as Exhibit 3; and the Proposed Preliminary Approval Order is attached to the SAR as Exhibit 4.

41. Specifically, the highlights of the settlement include:

- Individual mailed settlement notice to all Class Members (SAR ¶ 6.1)
- Payment of 100% of all amounts paid to Veripro by Collection Letter Subclass Members in response to the collection letters at issue, without the need for a Claim Form (SAR ¶ 4.1(a));
- Payment of \$150 in statutory damages for each member of the Collection Letter

Subclass, without the need for a Claim Form (SAR ¶ 4.1(b));

- A simple Claim Form to establish that the borrower is a member of the Credit Reporting Subclass (SAR ¶ 7.3; Exh. “B(1)”);
- Cessation of all collection attempts (SAR ¶ 4.2);
- Credit reporting correction for each Collection Letter Subclass member whose loans were previously serviced by Nationstar and for each other Credit Reporting Subclass Member who submits a valid Claim Form (SAR ¶ 4.3);
- Class-wide releases for Nationstar and Veripro (SAR ¶ 10.1); and
- Defendants shall pay Notice and Administration Costs up to \$25,000.00 (SAR ¶ 4.4);
- Payment of Class Counsel’s attorney’s fees and expenses by Defendants in amounts approved by the Court, subject to a maximum of \$390,000 separate and apart from Class Members’ recovery (SAR ¶ 4.6);
- Payment of incentive awards to the Plaintiffs in amounts to be approved by the Court, subject to a maximum for each Plaintiff separate and apart from Class Members’ recover (SAR ¶ 4.5).

42. The terms of the settlement give the class members substantial relief that they would have been entitled to had Plaintiffs succeeded at trial. By way of example, the following chart sets forth a comparison of results that could have been achieved at trial with the results of the settlement:

Best Possible Trial Outcome	Current Settlement
Restitution of 100% of amounts paid by Collection Letter Subclass Members to Defendants following Veripro’s collection letters.	Restitution of 100% of amounts paid by Collection Letter Subclass Members to Defendants following Veripro’s collection letters. (SAR ¶ 4.1(a).)
Statutory damages of up to \$500,000.00 total for Collection Letter Subclass Members. <i>See</i> Civil Code § 1788.17, incorporating the FDCPA, 15 U.S.C. §1692k(a)(1), (2).	\$150 for each Collection Letter Subclass Member. (SAR ¶ 4.1(b).) Defendants will review each of the 677 potential Collection Letter Subclass Members manually to determine entitlement to funds. (SAR ¶ 2.1.)
Injunctive relief in the form for cessation of collection attempts against all Class Members. Business & Professions Code §§ 17203, 17535; Civil Code §1785.25, subd. (b).	Cessation of collection attempts. (SAR ¶ 4.2.)

Punitive damages pursuant to Civ. Code § 1785.31(c)	Waived for settlement purposes. <i>See Gray</i> . No. 18-cv-01864-JD (Dkt. No. 47), 157 Cal. App. 4th at 638.
Credit reporting changes for Credit Reporting Subclass Members.	Credit reporting changes for Credit Reporting Subclass Members who submit a valid Claim Form. (SAR ¶ 4.3.) Identification of Credit Reporting Subclass Members performed pursuant to SAR ¶ 2.2.

43. The Settlement further provides for Class Notice to be provided directly to individual Class Members, by first class mail, using addresses updated through an address search. Those Credit Reporting Subclass Members who are not also Collection Letter Subclass members shall receive a Claim Form in order to be eligible for credit repair. The Class Notice also provides appropriate notice regarding opting out of the settlement or objecting to the settlement. Thus, the settlement provides class members the relief sought in the action and is structured to provide class members the best notice possible so that they can make an informed decision about whether to participate. Defendants will pay the costs of the class administration fees up to \$25,000 and Class Counsel shall pay any additional amounts, which will be paid separate and apart from any class recovery. Subject to Court approval, the parties have selected JND Legal Administration as class administrator from among four candidates.

44. I contacted the Class Administrator JND to inquire into the estimated Claim Form response rate. JND estimated that in consumer cases with similar Claim Form requirements and settlement benefits, the claims rate is estimated between 5% and 10%. JND expects that the claims rate would be closer to 10% in the instant case. JND likened the instant matter to *Pemberton v. Nationstar Mortgage LLC*, Case No. 14-cv-1024-BAS (MSB) (S.D. Cal.), in which JND served as the Claims Administrator. In *Pemberton*, a one-page claim form was mailed out to all class members that could be completed and returned in exchange for a potential monetary payment. The claims rate in *Pemberton* was approximately 8.2%. JND expects the claims rate to be higher for this matter as no additional supporting documentation is required.

45. I participated in the drafting of the proposed Class Notice. It was drafted specifically to meet the requirements of the revised ethical guidelines for settlement of class actions and in

1 compliance with the Northern District of California Procedural Guidance for Class Action
2 Settlements.

3 46. Defendants, by and through counsel, must provide declarations indicating the method
4 utilized to identify the Settlement Subclasses. (SAR ¶¶ 2.1(c) and 2.2(d)). Subsequent to entry of
5 the Final Approval Order, Defendants shall file and serve on Class Counsel a declaration
6 establishing they have complied with the terms of the Settlement Agreement and Release. (SAR
7 ¶ 9.6).

8 47. The settlement also acknowledges that Class Counsel are entitled to an award of
9 attorneys' fees and costs. Class Counsel played an important contributory role and were a
10 material and significant factor in the process that ultimately resulted in the consideration to be
11 provided to the Settlement Class Members. Class Counsel are entitled to seek an award based
12 upon actual fees, costs, and expenses, not to exceed \$390,000.00, subject to court approval, upon
13 briefing, at the final fairness hearing. This amount will be paid separate from and in addition to
14 the relief provided for class members. The entitlement to said attorneys' fees and costs are set
15 forth in the Points and Authorities in Support of Motion for Attorneys' Fees and corresponding
16 declarations, filed concurrently with this Motion and to be heard at the time of Final Approval.

17 48. In arriving at this settlement, which is a compromise on the part of all parties, we
18 examined the evidence, the risks of trial and potential delay of protracted litigation, the various
19 outcomes to be expected from a trial on merits and/or appeal on procedural or substantive issues,
20 and the potential effect of these outcomes on Plaintiffs and the class. We determined that, in our
21 experience, this settlement was the best outcome for all named parties, as well as absent class
22 members, under the circumstances of this case.

23 **VI. CLASS COUNSEL'S EXPERIENCE WITH CLASS REPRESENTATIVES**

24 49. Class Counsel has worked with many class representatives, and we believe Taquelia
25 Washington Toland and Georgia Toland to be model class representatives. They both took their
26 role as class representatives seriously. They both cared deeply about the rights of class members.
27 As Ms. Washington-Toland testified regarding her role as class representative, "it is [] a moral,
28 ethical responsibility that I feel towards others." Deposition of Taquelia Washington Toland at

1 70:12-71:19, excerpt attached hereto as **Exhibit C**.

2 50. Taquelia Washington Toland and Georgia Toland both maintained constant
3 communication with Class Counsel and were responsive to discovery requests. Both Class
4 Representatives had their depositions taken. Both Taquelia Washington Toland and Georgia
5 Toland were available via phone for the mediation with Judge Hernandez. Georgia Toland
6 participated via Zoom in both Mandatory Settlement Conferences with Judge Ryu.

7 51. Declarations from both Taquelia Washington Toland and Georgia Toland in support of
8 the proposed service awards of \$5,000 are filed concurrently with this Motion.

9 52. Plaintiffs' interests are fully aligned with the interests of the Classes. There are no
10 conflicts of interest between Plaintiffs, or their counsel, and the unnamed members of the
11 proposed classes.

12 I declare under penalty of perjury under the laws of the State of California that the
13 foregoing is true and correct, and this Declaration is executed on February 4, 2021 at Mill
14 Valley, California.

15 /s/ Kristin Kemnitzer
16 KRISTIN KEMNITZER
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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement is entered into as of December 15, 2020 (the “Agreement Date”) between plaintiffs Taquelia Washington Toland and Georgia Toland, on behalf of themselves and the Class Members (as defined below), and defendants Nationstar Mortgage LLC (“Nationstar”) and Veripro Solutions Inc. (“Veripro,” collectively referred to with Nationstar as “Defendants”).

RECITALS

WHEREAS, on March 24, 2017, Plaintiffs filed a putative class action lawsuit in the Superior Court of California, County of Alameda, entitled *Toland v. Nationstar Mortgage LLC*, which Defendants later removed to the United States District Court for the Northern District of California, Case No. 3:17-cv-02575-JD (the “Action”); and

WHEREAS, Plaintiffs assert claims in the Action under the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 *et seq.*, California Consumer Credit Reporting Agencies Act, Cal. Civ. Code, § 1785 *et seq.*, the Unfair Competition Law, Cal. Bus. & Prof. Code, § 17200 *et seq.*, and the False Advertising Law, Cal. Bus. & Prof. Code, § 17500 *et seq.*; and

WHEREAS, on October 25, 2019, the parties attended a private mediation before the Hon. George Hernandez (Ret.) at ADR Services, but the case did not settle at that time; and

WHEREAS, on January 14, 2020, plaintiffs filed their motion for class certification. That motion is fully briefed but has not been decided; and

WHEREAS, on May 15, 2020, Defendants filed their motion for summary judgment or, in the alternative, partial summary judgment. That motion is also fully briefed but has not yet been decided; and

WHEREAS, on July 27, 2020, the parties attended a settlement conference before Magistrate Judge Donna M. Ryu. The parties did not reach an agreement at that conference, but continued to engage in extensive, good-faith, and arms’-length settlement negotiations through Judge Ryu after the conference; and

WHEREAS, the parties attended a further settlement conference with Judge Ryu on August 25, 2020 at which substantial progress was made, and then reached an agreement on material terms on August 26, 2020, which is memorialized herein; and

WHEREAS, the parties understand that, if litigated further, the Action would require the resolution of numerous issues of law, fact, and procedure, with the possibility of appeals; and

WHEREAS, Defendants deny the allegations asserted in the Action and deny that Plaintiffs or the Class have suffered any damages as a result of Defendants’ actions or omissions; however, the parties desire to settle the Action finally on the terms and conditions set forth herein to avoid the burden, expense, and uncertainty of continued litigation;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the Parties agree to settlement of the Action, subject to Court approval, under the following terms and conditions.

ARTICLE I

As used in this Settlement Agreement, the terms set forth in this section in boldface type will have the following meanings:

1.1. **Action:** The lawsuit entitled *Toland v. Nationstar Mortgage LLC*, Case No. 3:17-cv-02575-JD, pending in the United States District Court for the Northern District of California

1.2. **Agreement or Settlement Agreement:** This document, including the text and any exhibits, which has been signed by Plaintiffs, Class Counsel, Defendants, and Defendants' counsel.

1.3. **Attorneys' Fees and Expenses:** Such funds as may be awarded to Class Counsel by the Court to compensate them for fees and expenses in connection with the Action.

1.4. **Claim Form:** The form for Credit Reporting Subclass Members to fill out and submit by the Response Deadline, in substantially the form of Exhibit 1.

1.5. **Class Counsel:** Subject to Court approval, Kemnitzer Barron & Krieg LLP, Arthur D. Levy, and Housing and Economic Rights Advocates.

1.6. **Class:** All natural persons who obtained a second mortgage, or home equity line of credit, secured by a deed of trust on property located in California (a) to secure payment of the purchase price of a dwelling (b) for not more than four families and which (c) was occupied entirely or in part by the purchaser, and, after a foreclosure or short sale of the dwelling, any of the defendants (1) sent the person a 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").

1.7. **Class Member:** A member of the Class.

1.8. **Class Notice:** Subject to Court approval, the notice substantially in the form of Exhibit 2 attached hereto.

1.9. **Class Notice List:** The list of Class Members that Defendants will provide pursuant to the Agreement.

1.10. **Class Period:** March 24, 2013 through the date the Settlement Agreement is fully executed.

1.11. **Class Representatives:** Subject to Court approval, Taquelia Washington Toland and Georgia Toland.

1.12. **Collection Letter:** A letter in the same form as the letters sent by Veripro to Plaintiffs that are attached as Exhibits A and C to the complaint in the Action.

1.13. **Collection Letter Subclass Member:** A member of the Collection Letter Subclass.

1.14. **Court:** The Honorable James Donato, United States District Court for the Northern District of California, or such other judge or magistrate judge of the United States District Court for the Northern District of California to whom the Action may hereafter be assigned.

1.15. **Credit Reporting Agencies:** “Credit Reporting Agencies” refers to Equifax, Experian, TransUnion, and any other credit reporting agency to which Nationstar may have reported information regarding any Credit Reporting Subclass Member.

1.16. **Credit Reporting Subclass Member:** A member of the Credit Reporting Subclass.

1.17. **Effective Date:** Five (5) business days after both of the following have occurred:

(a) The Court enters the Final Approval Order and Judgment approving the Settlement of the Action in a manner consistent with the terms and intent of this Agreement; and

(b) Either: (a) Thirty-five (35) calendar days have passed after Final Approval, and within such time no appeal is taken nor any extension for such appeal is granted, or (b) if an appeal is taken with respect to Final Approval, the appellate court has by final order affirmed the Court’s judgment finally approving the Settlement, or denied review, and the appellant otherwise has exhausted all appellate remedies.

1.18. **Fairness Hearing:** The hearing at which the Court considers (a) any motion or Final Approval of the Settlement; (b) Class Counsel’s request for an award of Attorneys’ Fees and Expenses; (c) a Service Award to the Class Representatives; and (d) any objections or opposition to the Settlement or such requests for Attorneys’ Fees and Expenses and Service Award. In connection with the Fairness Hearing, the parties will request entry of the Final Approval Order and Judgment in substantially the form attached as Exhibit 3 unless otherwise directed by the Court.

1.19. **Final Approval:** The entry of the Final Approval Order and Judgment finally approving the Settlement substantially in accordance with the terms and conditions of this Settlement Agreement.

1.20. **Final Approval Order and Judgment:** The Final Approval Order and Judgment to be entered by the Court substantially in accordance with the terms of this Settlement Agreement, substantially in the form of the proposed order attached as Exhibit 3.

1.21. **Notice and Administrative Costs.** The reasonable and authorized costs and expenses of disseminating the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including, but not limited to, costs and expenses associated with performing the obligations imposed by the Settlement Agreement; assisting Class Members, the parties, and counsel for the parties; administering the Settlement Fund; and issuing and distributing settlement payments.

1.22. **Parties:** The Class Representatives and Defendants.

1.23. **Party:** One or more of the Parties.

1.24. **Preliminary Approval Order:** The order of the Court preliminarily approving the terms and conditions of the Settlement Agreement, in substantially the form of the proposed order attached hereto as Exhibit 4.

1.25. **Released Parties:** Defendants and their parents, subsidiaries, members, affiliates, agents, successors, assignors, assignees, and/or assigns, and their respective subsidiaries, affiliates, members, agents, successors, assignors, assignees, and/or assigns, and each of their respective present or former officers, directors, shareholders, employees, representatives, consultants, accountants, and attorneys.

1.26. **Response Deadline:** One hundred (100) days after entry of the Preliminary Approval Order, or such other deadline as the Court may establish for Class Members to submit claims, request exclusion, or object to the proposed settlement.

1.27. **Service Awards.** Compensation to the Class Representatives for their time and effort in the Action as awarded by the Court.

1.28. **Settlement:** The Settlement of this Action in accordance with the terms and conditions of this Settlement Agreement.

1.29. **Settlement Administrator.** Subject to Court approval, JND Legal Administration.

1.30. **Settlement Class Member.** A Class Member who has not timely and effectively excluded themselves under the terms of the Settlement, as approved by the Court.

1.31. **Settlement Website:** The website to be established and maintained by the Settlement Administrator will include basic information about the settlement and FAQs, and allow important documents related to the Action and the Settlement to be viewed and downloaded, and contact information to enable Class Members to obtain further information, including contact information for Class Counsel. The documents to be posted on the Settlement Website will include, but not be limited to, downloadable versions of the Complaint; this Settlement Agreement; Plaintiffs' motion for entry of the Preliminary Approval Order; any Preliminary Approval Order entered by the Court; any motion for Attorneys' Fees and Expenses and Service Awards; and the Final Approval Order and Judgment entered by the Court. The

Settlement Website will also include downloadable versions of the Class Notice in both English and Spanish, the Claim Form, and an Exclusion Request Form.

ARTICLE II IDENTIFICATION OF CLASS MEMBERS

2.1. Identification of Collection Letter Subclass Members. Defendants will review each of the 677 loans Class Counsel identified as potential members of the Collection Letter Subclass with the following process:

(a) Defendants will compare the results of the CoreLogic Property Lien Securitization Scrub Veripro previously ran on each of these 677 loans with a manual review of the loan files to determine whether each of the loans was secured as of the time the last Collection Letter issued by Veripro was sent. Loans that are confirmed to be secured when the last Collection Letter was sent will be excluded from the Collection Letter Subclass.

(b) For any loans on which the results of the review are inconclusive or indicate the property was unsecured when the last Collection Letter was sent, Defendants will conduct a further review of property records to determine whether or not the loans were purchase-money. Loans that are confirmed not to be purchase-money will be excluded from the Collection Letter Subclass. Loans that are confirmed to be purchase-money or on which the results are inconclusive will be included within the Collection Letter Subclass.

(c) Collection Letter Subclass Members identified through the process described above will be included in the Class Notice List. No later than 20 days after the granting of preliminary approval, Defendants will provide Class Counsel with a declaration stating the number of Collection Letter Subclass Members and explaining the process used to verify membership in the Collection Letter Subclass.

2.2. Identification of Credit Reporting Subclass.

(a) Nationstar will conduct a query of its electronic servicing records for all junior loans or home equity lines of credit secured by property in California that were charged off during the Class Period.

(b) For each loan identified by paragraph 3(a), Veripro will order the CoreLogic Property Lien Securitization Scrub to determine whether or not the property currently remains secured by the lien of the junior mortgage or home equity line of credit so charged off by Nationstar. Loans that are confirmed to be so secured will be excluded from the Credit Reporting Subclass.

(c) Each person with a loan on which the results of the CoreLogic Property Lien Securitization Scrub described in paragraph 3(b) indicate the property is unsecured or are inconclusive will be included in the Credit Reporting Subclass. In addition, Collection Letter Subclass Members whose loans were previously serviced by Nationstar will be deemed Credit Reporting Subclass Members.

(d) Credit Reporting Subclass Members identified through the process described above will be included in the Class Notice List. No later than 20 days after the granting of preliminary approval, Defendants will provide Class Counsel with a declaration stating the number of Credit Reporting Subclass Members and explaining the process used to verify membership in the Collection Letter Subclass.

ARTICLE III SETTLEMENT PROCEDURES

3.1. Preliminary Approval.

(a) As soon as possible after the execution of this Agreement, Class Counsel shall file a motion for preliminary approval and entry of the Preliminary Approval Order. The motion for preliminary approval shall include a proposed Class Notice and proposed Claim Form, in substantially similar form as Exhibits 1 and 2, and a proposed Preliminary Approval Order, in substantially similar form as Exhibit 4. The Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Fairness Hearing no earlier than ninety (90) days after the service of the Notices required under the Class Action Fairness Act, 28 U.S.C. § 1715.

(b) The motion for preliminary approval will seek entry of an order substantially in the form attached hereto as Exhibit 4 that: (i) preliminarily finds the Court is likely to certify the Class for purposes of settlement following the Fairness Hearing; (ii) preliminarily approves the Class Representatives and appoints Class Counsel, pursuant to Fed. R. Civ. P. 23; (iii) preliminarily approves the Settlement as fair, reasonable, and adequate; (iv) approves the form of the Class Notice; (v) approves the methods provided for in this Agreement for giving notice of the Settlement as provided in Article VI of this Agreement; (vi) approves the Claim Form attached as Exhibit 1 hereto and the claims process described in Article VII of this Agreement; (vii) sets deadlines for providing notice to the Class and for Class Members to submit requests for exclusion/opt-out, entry of an appearance, or objections to the proposed settlement; (viii) schedules a date and time for a Fairness Hearing; and (ix) authorizes the Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement.

3.2. Fairness Hearing. On a hearing date established in the Preliminary Approval Order, the Court shall conduct the Fairness Hearing. Prior to the Fairness Hearing, Class Representatives shall move the Court for entry of the Final Approval Order and Judgment.

3.3. Motion for Attorneys' Fees and Expenses and Service Award. Concurrently with the mailing of the Class Notice, the Class Representatives will file a motion for approval of Attorneys' Fees and Expenses and a Service Award.

3.4. CAFA Notice. No later than ten (10) days after the Motion for Preliminary Approval is filed with the Court, Defendants, through the Settlement Administrator, shall provide timely notice to any state and federal officials of the pendency of the Settlement as required by the Class Action Fairness Act (28 U.S.C. § 1715).

ARTICLE IV
CLASSWIDE SETTLEMENT RELIEF

4.1. Monetary Consideration.

(a) Defendants shall determine by diligent investigation from their records, for each Collection Letter Subclass Member, the amount that was paid to Veripro on the loan after a Collection Letter was sent. No later than thirty (30) days the Preliminary Approval Order, Defendants will provide a list of all such Members and the amounts so paid, together with all necessary data to enable Plaintiffs' counsel to verify amounts so paid. Any dispute over the payees or amounts will be submitted to the Court for determination. Defendants agree to refund to each Collection Letter Subclass Member 100% of all amounts paid to Veripro on a loan after a Collection Letter was sent. These payments will be issued by check within 30 days of the Effective Date.

(b) Defendants shall pay each person identified as a member of the Collection Letter Subclass the sum of \$150. Each co-borrower or joint borrower shall be entitled to a separate payment. These payments will be issued by check within 30 days of the Effective Date.

4.2. Cessation of Collection Attempts. Defendants shall take all steps necessary to cease all efforts to collect on the subject loans of all Class Members. This includes, but is not limited to, recalling all accounts referred for collection from Veripro, third parties, including collection agencies and attorneys, and dismissing all pending legal actions to collect a deficiency balance on any such account. Defendants shall not accept any future payments from any Class Member on a subject loan, and shall refund all future payments received on account of the collection letters. Defendants shall change all account records to reflect a zero balance on the subject loans. Defendants will not sell or assign those accounts to any third party.

4.3. Credit Reporting Changes. For each Collection Letter Subclass member and for each other Credit Reporting Subclass Member who submits a valid Claim Form as described in Article VII below whose loan Nationstar last reported as a charge off, delinquent, and/or with an outstanding current balance and/or current amount past due, Nationstar will, within 30 days after the Effective Date, request that the Credit Reporting Agencies to which it reported update their last and any ongoing reporting as follows, provided that no such request will be made where the loan has previously been deleted from the agency's report due to aging (date of first of delinquency) at such time:

(a) For Credit Reporting Subclass Members whose properties were sold at foreclosure sales, Nationstar will agree to report such loans with an Account Status of 97 and a current outstanding loan balance and current amount past due of zero dollars.

(b) For Credit Reporting Subclass Members whose properties were sold at short sales, Nationstar will request that the loans be reported in accord with FAQ 53 of the Credit Reporting Resources Guide. Specifically, Nationstar will request that such loans be reported with Account Status of either 13 or 65 as appropriate under the Guide, Special Comment Code AU, and a current outstanding loan balance and current amount past due of zero dollars.

(c) Subject to legally applicable account aging limitations, Nationstar will continue furnishing information for Credit Reporting Subclass Members' loans in the manner described above until such time as Nationstar in good faith determines that the practice does not comply with the Credit Reporting Resource Guide or applicable law or regulations. If, within two years of the Effective Date, Nationstar in good faith determines that the reporting practices specified above are no longer consistent with applicable law or the Credit Reporting Resource Guide, Nationstar will notify Class Counsel no later than 30 days before making the change to its reporting practice. If, any time after two years of the Effective Date, Nationstar in good faith determines that the reporting practices specified above are no longer consistent with applicable law or the Credit Reporting Resource Guide, Nationstar shall be entitled to change its reporting without notice to Class Counsel. Any change in Nationstar's reporting practices to comply with applicable law or the Credit Reporting Resource Guide shall not be deemed a breach of this Agreement.

(d) The Class Representatives, Credit Reporting Subclass Members and Class Counsel acknowledge that it may take 45 days for the Credit Reporting Agencies to update the credit histories, that Nationstar does not control the Credit Reporting Agencies, and that Nationstar can only request, but cannot guarantee, that its tradeline(s) will be updated as requested. If, at any time following the transmission of such requests, any Credit Reporting Subclass Member determines that any Credit Reporting Agency has not complied with Nationstar's request as set forth in this paragraph, the Credit Reporting Subclass Member may notify Class Counsel and/or submit a direct dispute to the Credit Reporting Agency. Upon being provided a copy of the relevant portion of any credit report which the Settlement Class Member contends was not updated, Nationstar will, within thirty (30) business days following its receipt of such notice and credit reports, re-contact any Credit Reporting Agency that has not updated the Settlement Class Member's credit report and again request that its tradeline be updated as set forth in this Agreement. The Class Representative, Settlement Class Members, and Nationstar agree that Nationstar shall have no liability for any Credit Reporting Agency's failure to act, provided that nothing in this Agreement relieves Nationstar from future compliance with all furnish obligations under the Fair Credit Reporting Act and the California Credit Reporting Agencies Act.

(e) Nothing in this provision requires Nationstar to furnish additional information to the Credit Reporting Agencies on loans for which it is no longer furnishing information, either because more than seven years have elapsed since the date of first delinquency or for any other reason.

(f) Nothing in this provision prevents Nationstar from requesting further or additional changes with respect to the reporting of any Credit Reporting Subclass Member's loan to accommodate a request from such Credit Reporting Subclass Member.

4.4. Payment of Notice and Administrative Costs. Defendants shall pay the estimated Notice and Administrative Costs to the Settlement Administrator, up to a maximum of \$25,000. Any remaining Notice and Administrative Costs shall be paid by Class Counsel.

4.5. Service Awards.

(a) Concurrently with their application of an award of Attorneys' Fees and Expenses, Class Counsel may apply to the Court for a Service Award for each Class Representative, not to exceed five thousand dollars (\$5,000) per Class Representative, in recognition of their service to the Class, in addition to any other relief to which they are entitled as a Settlement Class Member.

(b) This Settlement is not conditioned upon the Court awarding the amount sought by the Class Representatives as a Service Award. If the amount awarded by the Court is less than what was sought by the Class Representatives, the remaining provisions of the Settlement Agreement are binding and effective.

4.6. Attorney's Fees and Expenses.

(a) Plaintiffs will be considered the prevailing parties and Class Counsel will be entitled to an award of Attorneys' Fees and Expenses as provided in this subsection. Concurrently with the mailing of the Class Notice, Class Counsel may apply to the Court for an award of Attorneys' Fees and Expenses not to exceed \$390,000. Defendants may oppose such application, but will pay an Attorney's Fees and Expenses award in the amount awarded by the Court, not to exceed \$390,000, for all services provided on behalf of the Class Representatives and the Settlement Class. Defendants shall issue an IRS Form 1099-MISC solely to the respective Class Counsel for the amount paid to such counsel pursuant to this section and to no other person or entity. Notwithstanding the foregoing, Defendants may issue additional Form 1099-MISCs to other persons or entities only if ordered to do so by the IRS, and any compliance by Defendants with such an order or requirement shall not be a breach of this Agreement. If ordered to issue any Form 1099-MISCs to other persons or entities by the IRS, Defendants shall provide documentation of any such order or requirement to Class Counsel. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on their attorneys' fees award and shall hold harmless Defendants, and counsel for Defendants, from any claim or liability for taxes, penalties, or interest arising from their attorneys' fee award.

(b) Class Counsel shall be solely responsible for paying any monies due to any and all other counsel for Plaintiffs and the Class, out of the Attorneys' Fees and Expenses approved by the Court. Defendants shall not be liable for any claims ensuing from the distribution of the Attorneys' Fees and Expenses.

(c) Class Counsel and the Class Representatives expressly disclaim any right to recover attorneys' fees and costs in the Action in excess of the amount awarded by the Court from any person or entity. Class Counsel and the Class Representatives agree that the amounts of such Attorneys' Fees and Expenses awarded shall compensate them for all legal work in the Action up to and including the Effective Date, as well as for all legal work and costs that may be incurred in the Action after the Effective Date.

(d) This Settlement is not conditioned upon the Court awarding the amounts sought by Class Counsel as an award of Attorneys' Fees and Expenses. If the amount awarded by the Court is less than what was sought by Class Counsel, the remaining provisions of this Settlement Agreement shall be binding and effective.

4.7. **No Additional Amounts Due.** In no event shall Defendants be required to pay Class Counsel more Attorneys' Fees and Expenses than the amounts specified under Article IV of this Agreement.

4.8. **No Tax Liability.** Defendants are not and will not be obligated to compute, estimate, or pay any taxes on behalf of the Class Representatives, any Class Member, Class Counsel, and/or the Settlement Administrator.

ARTICLE V SETTLEMENT ADMINISTRATION

5.1. **Responsibilities of Settlement Administrator.** The Settlement Administrator shall administer the Settlement in accordance with the Settlement Agreement and as approved by the Court, and shall do so in a cost-effective and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all records as are required by applicable law in accordance with its normal business practices and such records shall be made available to counsel for the Parties upon request. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for the implementation and effectuation of Class Notice; establishing and maintaining the Settlement Website; receiving and maintaining on behalf of the Court any correspondence regarding requests for exclusion and/or objections to the Settlement; distributing payments to Settlement Class Members; and providing all other related support, reporting, and administration as further stated in this Agreement. The Parties may direct the Settlement Administrator to assist with various additional administrative tasks in implementing the Settlement as the Parties deem appropriate.

5.2. **Parties to Cooperate with Settlement Administrator.** The Parties will cooperate with the Settlement Administrator to provide Class Notice, as set forth in this Agreement. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with administration of the Settlement as confidential, and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided in this Settlement Agreement, or as required to respond to inquiries from Class Members regarding their participation in the Settlement, or by Court Order.

5.3. Settlement Administrator Reporting.

(a) **Settlement Administrator Interim Reports.** Starting two weeks after the deadline to begin providing Class Notice, the Settlement Administrator shall provide biweekly reports to Class Counsel and counsel for Defendants concerning the Claim Forms received during the prior two-week period. The reports shall also identify the number of valid requests for exclusions received.

(b) **Final Claims Accounting.** No later than fourteen (14) days after the Response Deadline, the Settlement Administrator will provide Class Counsel and Defendants' Counsel with a declaration attesting to compliance with the Class Notice provisions of this

Agreement; showing the number of timely and valid Claim Forms submitted, and the number and identities of all Class Member who submitted timely and valid exclusion requests. The Administrator shall concurrently provide a spreadsheet listing the answers to the Claim Form questions and a tabulation showing the number and identities of Class Members not members of the Collection Letter Subclass who qualify for credit reporting relief under this Agreement.

5.4. **Final Exclusion and Objection Accounting.** Within fourteen (14) calendar days after the Response Deadline, unless otherwise agreed by the Parties, the Settlement Administrator shall provide Class Counsel and counsel for Defendants with a report of requests for exclusion received and confirming which requests for exclusion are timely and untimely. No later than fourteen (14) days before the filing date for the Class Representative's motion for entry of the Final Approval Order and Judgment, the Settlement Administrator will serve upon Class Counsel and counsel for Defendants a declaration indicating, among other things, the number of valid requests for exclusion and the identities of the Class Members who submitted them..

ARTICLE VI CLASS NOTICE

6.1. **Manner of Giving Notice.** Subject to Court approval, the Settlement Administrator will provide the Class Notice and Class Member to all Class Members after the Preliminary Approval Order is entered by the Court. No further notice shall be required after the Court enters a judgment finally approving the Settlement of the Action.

6.2. **Class Notice Mailing List.** No later than twenty (20) days after entry of the Preliminary Approval Order, Defendants shall provide to the Settlement Administrator and Class Counsel the Class Notice List. Because the information about Settlement Class Members in the Class Notice List that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Defendant will be used solely for the purpose of effecting this Settlement. The Settlement Administrator shall only use the Class Notice List as necessary to perform its obligations under this Agreement. Upon the Effective Settlement Date, the Settlement Administrator shall return the Class Notice List to Defendants and destroy any copies. Within one hundred twenty (120) days of the Effective Settlement Date, the Settlement Administrator shall certify to Defendants that it has complied with these return-and-destroy obligations.

6.3. **Class Notice.** As soon as practicable, but starting no later than forty (40) days after entry of the Preliminary Approval Order, the Settlement Administrator shall send the Class Notice and Claim Form, by first class mail, to all Class Members. Before mailing the Class Notice and Claim Form, the Settlement Administrator will update the addresses provided by Nationstar with the National Change of Address database. If any notice is returned as undeliverable, the Settlement Administrator shall perform a credit bureau address update search and attempt to find a valid address. If such an address is ascertained, the Class Notice and Claim Form will be re-mailed to such address. It will be conclusively presumed that the intended recipients received the Class Notice if the mailed Class Notice has not been returned to the Settlement Administrator as undeliverable within fifteen (15) days of mailing.

6.4. **Settlement Website.** Prior to the date on which the Settlement Administrator initially mails the Class Notice, the Settlement Administrator shall also establish the Settlement Website. The Parties shall meet and confer and choose a mutually acceptable URL for the Settlement Website. The Settlement Website shall remain accessible until thirty (30) days after the Settlement Administrator has completed its obligations under the Settlement Agreement. The content and format of the website will be agreed upon by the Parties. The website will comply with the provisions of Section 1.31, above.

6.5. **Toll Free Phone Number.** Prior to the date on which the Settlement Administrator initiates the Class Notice, the Settlement Administrator shall establish a toll-free number to call to obtain recorded information about the Settlement through an Interactive Voice Response system..

ARTICLE VII SETTLEMENT CLAIMS PROCESS

7.1. **Potential Claimants.** Each Credit Reporting Subclass Member who does not timely and validly request exclusion from the settlement as set forth in this Agreement shall be bound by this Agreement and any Final Approval Order and Judgment that is entered. Except for Members of the Collection Letter Subclass who are also members of the Credit Reporting Subclass, any Credit Reporting Subclass Class Member who does not submit a completed Claim Form by the Claim Deadline shall be deemed to have waived any claim to the credit reporting relief described in section 4.3 above.

7.2. **Claim Form.** The Claim Form will be substantially in the form attached as Exhibit 1 and will require Credit Reporting Subclass Members to verify they obtained a second mortgage, or home equity line of credit, secured by a deed of trust on property located in California (a) to secure payment of the purchase price of a dwelling (b) for not more than four families which (c) was occupied entirely or in part by the purchaser and (d) was sold at a foreclosure sale or short sale.

7.3. **Claim Filing Process.** Credit Reporting Subclass Members shall be permitted to submit a signed and completed Claim Form in either of the following two ways: 1) By mailing (either through the United States Postal Service or through a private mail carrier, such as UPS or Federal Express, provided that it is postmarked or the proof of the mail date is otherwise reflected on the label of the mailing) to the Settlement Administrator no later than the Response Deadline; or 2) By emailing the Claim Form to the Administrator on a date no later than the Response Deadline. Except for Members of the Collection Letter Subclass who are also members of the Credit Reporting Subclass, any Credit Reporting Subclass Member who does not mail or email a completed Claim Form by the Claim Deadline shall be deemed to have waived any claim to relief and any such untimely Claim Form will be rejected. All Members of the Collection Letter Subclass who are also Credit Reporting Subclass Members shall be entitled to the credit reporting relief under this Agreement, regardless of whether they submitted a Claim Form or of any inaccuracy or deficiency in any Claim Form they may submit.

7.4. **One Claim Per Loan.** Credit Reporting Subclass Members who are co-borrowers or joint borrowers on the same loan need only file one (1) Claim Form to be eligible for relief.

7.5. Claim Review Process. The Settlement Administrator will review the Claim Forms to determine whether Credit Reporting Subclass Members have answered the questions confirming that they obtained a second mortgage, or home equity line of credit, secured by a deed of trust on property located in California (a) to secure payment of the purchase price of a dwelling (b) for not more than four families which (c) was occupied entirely or in part by the purchaser and (d) was sold at a foreclosure sale or short sale. Credit Reporting Subclass Members whose Claim Forms establish these facts will be eligible to the relief specified in Section 4.3 above. Credit Reporting Subclass Members whose Claim Forms do not establish these facts will be determined to be ineligible for the relief specified in Section 4.3 above. Notwithstanding any provision in this Agreement to the contrary, all Members of the Collection Letter Subclass who are also Credit Reporting Subclass Members are deemed eligible for such credit reporting relief without submitting a Claim Form.

7.6. Correction of Claims and Denial of Claims. In the event the Settlement Administrator is able to determine, on the face of the Claim Form, that there has not been strict compliance due to a minor error, (such as the Claim Form was not properly dated or the Claim Form was returned unsigned), the Settlement Administrator shall, within ten (10) calendar dates of its receipt of the Claim Form, return the Claim Form to the Class Member and identify the deficiency in the filed form. The Settlement Administrator shall inform the Class member he/she has ten (10) calendar days from the date of mailing to correct the Claim Form. If it is not postmarked or emailed to the Settlement Administrator within the 10-day period Defendants may still consider the claim or deny the claim. If it is postmarked or emailed to the Settlement Administrator within the 10-day period, it will be considered timely even if sent or received after the Response Deadline. The Settlement Administrator provide Class Counsel and Defendants' Counsel with copies of all Claim Forms and received and its determination as to whether the claims are valid. Class Counsel and Defendants' Counsel reserve the right to challenge any determination as to a claim's validity. In the event of a dispute regarding a claim's validity, Class Counsel and Defendants' Counsel shall meet and confer in good faith and attempt to resolve the issue. If Class Counsel and Defendants' Counsel cannot agree on any disputed claim, the dispute shall be submitted to the Court, whose decision shall be binding on all Parties.

ARTICLE VIII OBJECTIONS AND REQUESTS FOR EXCLUSION

8.1. Requests for Exclusion. As set forth below, Class Members shall have the right to opt out of the Class and this Settlement.

(a) **Notification of Right to Request Exclusion.** The Class Notice shall advise Class Members of their rights to forego the benefits of the Settlement and pursue an individual claim. The Class Notice will also provide that any Class Member wishing to exclude themselves who fails to properly or timely file or serve an exclusion request will be precluded from doing so.

(b) **Requirements for Exclusion.** If a Class Member wishes to be excluded from the Settlement and not be bound by the Settlement Agreement, that person must, prior to the Response Deadline, sign and mail in a notice of intention to opt out of the Settlement to the Settlement Administrator. The notice must (1) be postmarked on or before the Response

Deadline; (2) include the Class Member's name, address, and telephone number; (3) be personally signed and dated by the Class Member; and (4) contain a clear request that the individual would like to opt out or be excluded, by use of those or other words clearly indicating a desire not to participate in the Settlement. Any Class Member who properly and timely requests exclusion in compliance with these requirements will not be entitled to any relief from the Settlement and will not be bound by this Settlement Agreement or the Final Approval Order and Judgment.

(c) **Submission of Claim Form and Request for Exclusion.** If a Class Member submits both a Claim Form and an exclusion request, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request will be deemed to have been sent by mistake and rejected. If more than one Class Member is a co-borrower or joint borrower on a loan, and one or more co-borrower or joint borrower submits a Claim Form and one or more co-borrower or joint borrower submits a request for exclusion, the Claim Form shall take precedence and be considered valid and binding, and the exclusion request will be deemed to have been sent by mistake and rejected.

(d) **Exclusion Applies to All Borrowers.** Any timely written request for exclusion submitted by any co-borrower or joint borrower will have the effect of excluding all other co-borrowers or joint borrowers in that loan, none of whom thereafter will be treated as Settlement Class Members, unless any other joint borrower or co-borrower submits a Claim Form.

8.2. **Objections to the Settlement.** As set forth below, any Class Member who has not submitted a timely request for exclusion may object to this Settlement Agreement, the motion for Attorneys' Fees and Expenses, and/or the motion for a Service Award.

(a) **Notification of the Right to Object.** The Class Notice shall advise Class Members of their right to object to this Settlement Agreement, the motion for Attorneys' Fees and Expenses, and/or the motion for a Service Award.

(b) **Objection Requirements.** Any Class Member who has not submitted a timely request for exclusion and who wishes to object must do so in writing only if the Class Member shall, on or before the Response Deadline, mail his or her written Objections to the Clerk of the Court postmarked on or before the Response Deadline. The Objections must set forth: (1) the objecting Settlement Class Member's full name, current address, and telephone number; (2) the last four digits of his or her loan number, and/or the objector's Claim ID as set forth on the Class Notice; (3) a statement of the position the objector wishes to assert, including the factual and legal grounds for the objections; (4) the identity of any witnesses that the objector may ask the Court to allow to testify in support of his or her objection and a summary of their testimony; (5) the name(s) of any attorney(s) representing the objector; and (5) copies of all documents that the objector wishes to submit in support of his or her position. Subject to Court approval, any objecting Settlement Class Member may appear at the Fairness Hearing, in person or through counsel, to show cause why the proposed Settlement should not be approved.

(c) **Submission of Request for Exclusion and Objection.** Only Settlement Class Members may submit objections. A Class Member who submits a request for exclusion

shall not be entitled to object to the Settlement, and if both a request for exclusion and an objection are submitted, the request for exclusion shall control and the objection shall be deemed invalid.

(d) **Submission of Claim Form and Objection.** A Settlement Class Member who objects to the Settlement may also submit a Claim Form on or before the Response Deadline, which shall be processed in the same manner as all other Claim Forms. A Settlement Class Member shall not be entitled to an extension of the Response Deadline merely because the Settlement Class Member has also submitted an objection.

(e) **Failure to Object.** Any Class Member who does not comply with the provisions of this Section 8.2 and provide a timely written objection shall be deemed to have waived any objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement, the motion for Attorneys' Fees and Expenses, the motion for a Service Award, the award of Attorneys' Fees and Expenses, or the awarded Service Award.

(f) **Responding to Objections.** The Class Representative, Class Counsel, and/or Defendants may file responses to any timely written objection(s) no later than seven (7) days before the date of the Fairness Hearing.

ARTICLE IX SETTLEMENT PAYMENT DISTRIBUTIONS

9.1. **Funding of Monetary Payments.** Within thirty (30) days after the Effective Date, Defendants shall provide to the Settlement Administrator sufficient funds to fund in full the payments provided for in Article IV of this Agreement.

9.2. **Timing of Payments.** Within ten (10) calendar days after the funding of settlement payments pursuant to Section 9.1, the Settlement Administrator shall mail to all eligible Class Members checks for the payments provided in Section 4.1. Also within fifteen (15) calendar days after the Effective Settlement Date and receipt of Forms W-9 identifying all payees, Defendants shall wire, according to instructions from Class Counsel, payment to Class Counsel for the attorneys' fee award provided in Section 4.6 and payments to each Class Representative for the payment provided in 4.5.

9.3. **Check Void Date.** All checks issued pursuant to this Agreement shall be void if not negotiated within ninety (90) calendar days of their original date of issue. The checks shall contain a conspicuous disclaimer to that effect. All checks that are not redeemed by the stale date will be cancelled and the funds so represented by paid as follows: first, for replacement checks for Class Members whose checks became stale who contact either the Settlement Administrator or Class Counsel requesting replacement within 30 days after the stale date; second, as specified in Section 9.4 below. If the Settlement Administrator issues a replacement check in response to a payee's request, the void date on the replacement check shall be thirty (30) days from the replacement check's issue date.

9.4. **Cy Pres.** Subject to approval by the Court, Defendants will pay as *cy pres* the residue of any uncashed checks distributed pursuant to the terms of this Agreement to the following non-profit organization: The National Housing Law Project.

9.5. **Tax Liability.** The Parties make no representations as to the tax treatment or legal effect of the payments called for or amounts required to be reported hereunder, and Class Members are not relying on any statement or representation by the Parties in this regard. Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold the Parties free and harmless from and against any claims, liabilities, costs, and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of such payments as not subject to withholding or deduction.

9.6. **Declaration Verifying Compliance With Settlement Agreement.** Within sixty (60) days of the Effective Date, the Settlement Administrator will file with the Court and provide Class Counsel with a declaration and/or documentation verifying the monetary and/or other benefits provided to Class Members as part of the Settlement.

ARTICLE X RELEASE OF CLAIMS

10.1. **Class Claims.** Upon entry of the Final Approval Order and Judgment, each Settlement Class Member, and each of their respective executors, representatives, heirs, successors, bankruptcy trustees, guardians, and all those who claim by or through them or who assert claims on their behalf, will be deemed to have completely released and forever discharged the Released Parties, and each of them, from all actions, causes of action, claims, demands, obligations, or liabilities of any and every kind, whether known or unknown, fixed or contingent, arising out of or relating to any of the Collection Letters and/or credit reporting of the loans after a short sale or foreclosure that were or could have been asserted by the Class Representative or Class Members in the Action. This release includes, but is not limited to, claims for statutory or regulatory violations, the Rosenthal Fair Debt Collection Practices Act, the California Consumer Credit Reporting Agencies Act, the Unfair Competition Law, the False Advertising Law, unfair, abusive, or deceptive act or practice claims, tort, contract, or other common law claims, or violations of any other related or comparable federal, state, or local law, statute, or regulation, and any damages (including compensatory damages, special damages, consequential damages, punitive damages, statutory penalties, attorneys' fees, costs) proximately caused by or attributable thereto, directly or indirectly, and any equitable, declaratory, injunctive, or any other form of relief.

10.2. **Release by Class Representative.** The Class Representatives on behalf of themselves and their spouses, heirs, executors, estates, predecessors, successors, assigns, agents and representatives, hereby release any and all claims, liens, demands, causes of action, obligations, damages, and liabilities, known or unknown, suspected or unsuspected, fixed or contingent, which they have or may have against any of the Released Parties that arose before the date this Agreement is executed. The release is intended to be a general one covering all existing claims or demands of any nature whatsoever.

10.3. **Unknown Claims.** The Class Representatives may hereafter discover facts other than or different from those they knew or believe to be true with respect to the subject matter of the claims released pursuant to the terms of Sections 10.1 and 10.2, but each of those individuals expressly agrees that, upon entry of the Final Approval Order and Judgment, he or she shall have waived and fully, finally, and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, contingent or non-contingent, claim with respect to the claims released pursuant to sections 10.1 and 10.2, whether or not concealed or hidden, without regard to subsequent discovery of such different or additional facts. Each of those individuals further agrees and acknowledges that he or she is bound by this Agreement, including the releases contained in this section and sections 10.1 and 10.2, and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed or hidden, without regard to subsequent discovery of different or additional facts and subsequent changes in the law. In connection with the foregoing releases, the Class Representative and each Settlement Class Member shall be deemed, as of the entry of the Final Judgment, to have waived any and all provisions, rights, benefits conferred by Section 1542 of the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

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

ARTICLE XI PRECLUSIVE EFFECT OF ENTRY OF THE FINAL APPROVAL ORDER AND JUDGMENT

11.1. The Class Representatives, on behalf of themselves and the Class, consent to entry of the Final Approval Order and Judgment, which shall be *res judicata* and fully and finally determine all claims released under this Agreement with prejudice, in accordance with the terms of the Agreement.

ARTICLE XII CONTINUING JURISDICTION

12.1. In the event any Party reasonably believes in good faith that another Party is not meeting its obligations, that Party will engage in a good-faith meet-and-confer through counsel for the purposes of attempting to resolve those issues.

12.2. The Court will retain jurisdiction to interpret, enforce, and resolve any and all disputes that may arise regarding the Settlement. Nothing in this provision is intended to prevent the Court from exercising its authority to inquire about the bases for settlement, settlement terms, implementation of the Settlement, the information provided to the Court in connection with preliminary or final approval, or anything else.

ARTICLE XIII NOTICES

13.1. Any communication, verification, or notice sent by any Party in connection with the Agreement shall be sent by email and overnight mail as follows:

<p><u>To Class Representatives:</u></p> <p>Arthur D. Levy 3950 Broadway, Suite 200 Oakland, CA 94611 arthur@yesquire.com</p> <p>and</p> <p>Kristin Kemnitzer KEMNITZER, BARRON & KRIEG LLP 42 Miller Avenue, Third Floor Mill Valley, CA 94941 kristin@kbklegal.com</p>	<p><u>To Nationstar:</u></p> <p>Mark D. Lonergan SEVERSON & WERSON, P.C. One Embarcadero Center, Suite 2600 San Francisco, CA 94111 mdl@severson.com</p>
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ARTICLE XIV TERMINATION OF SETTLEMENT

14.1. **Invalidity on Modification or Disapproval.** If the Court suggests any substantial modifications to the Agreement or conditions entry of the Preliminary Approval Order or Final Approval Order and Judgment on modifications to the Agreement, the Parties shall work in good faith and consistent with the Agreement to attempt to cure such deficiencies identified by the Court. But, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class Members, the cost or burden to the Parties, the content or extent of the Class Notice, or the scope of the proposed release. If the Court orders or proposes such additions or modifications, the Parties will each have the right to terminate the Settlement Agreement as set forth below in section 14.3 within twenty-one (21) days from the date of the Court's order or proposal unless otherwise agreed in writing by the Parties.

14.2. **Defendants' Option to Terminate.** If the number of Settlement Class Members who properly and timely exercise their right to opt out of the Class exceeds 200 Settlement Class Members, Defendants shall have the right, at their sole discretion, to terminate this Agreement without penalty or sanction by providing written notice of the election to do so to all other Parties hereto within ten (10) days after learning from the Settlement Administrator that the number of valid opt outs exceeds 200 Settlement Class Members.

14.3. **Manner of Termination.** This Settlement may be terminated by either Nationstar or Class Counsel by serving on counsel for the opposing Party and filing with the Court a written notice of termination within 21 days of any of the following occurrences:

- (a) The Court rejects, materially modifies, or materially amends or changes the Settlement Agreement;
- (b) The Court conditions entry of the Preliminary Approval Order or Final Approval Order and Judgment on substantial modifications to the Settlement Agreement;
- (c) The Court declines to preliminarily or finally approve the Settlement;
- (d) An appellate court reverses the Final Approval Order and the Settlement is not reinstated without material changes by the Court on remand;
- (e) The Court modifies, amends, or changes the Preliminary Approval Order, Final Approval Order and Judgment, or Settlement in a way that either Party reasonably considers material;
- (f) The Effective Date does not occur within five years after the Preliminary Approval Order or
- (g) Any other ground for termination provided elsewhere in this Agreement.

14.4. In the event of termination of the Settlement, the Parties shall retain all of their pre-Settlement rights, claims, and defenses and shall be returned to the same positions in the Action as though this Settlement had not been entered.

ARTICLE XV MISCELLANEOUS

15.1. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior understandings, agreements, or writings concerning the subject matter of this Agreement. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Settlement Agreement, have been made by any party hereto.

15.2. **No Liability.** This Agreement does not constitute, is not intended to constitute, and will not under any circumstances be deemed to constitute, an admission by any Party as to the merits, validity, or accuracy, or lack thereof, of any of the allegations or claims in this Action. This agreement does not constitute a waiver of any defense or affirmative defenses that Defendants may be entitled to assert in any future litigation.

15.3. **Amendment.** This Agreement may be amended or modified before Final Approval only by a written instrument signed by each Party (or his, her, or its successor in interest or duly authorized representative). After entry of the Final Approval Order and Judgment any amendments or modifications will be subject to Court approval.

15.4. **Termination of Discovery and Motion Practice.** By signing this Settlement Agreement, the Parties agree not to serve any discovery or proceed with any motion after the date of this Settlement Agreement, except for motions related to the approval of the Settlement, unless the Parties are ordered to do so by the Court or the Final Approval Order and Judgment is not entered and this Settlement becomes void.

ARTICLE XVI REPRESENTATIONS AND WARRANTIES

16.1. **Parties Authorized to Enter into Agreement.** The Class Representatives and Defendants represent and warrant that they are fully authorized to enter into this Agreement and carry out the obligations provided for herein. Each Party further represents and warrants that he, she, or it intends to be bound fully by the terms of the Agreement.

16.2. **No Attempt by Parties to Object.** The Class Representatives and Defendants and Class Counsel each represent and warrant that they have not attempted to, nor will they attempt to, void this agreement in any way, or solicit, encourage, or assist in any fashion in any effort by any person (natural or legal) to object to the Settlement. Nothing in this Agreement will prevent Class Counsel from informing any person of their right to object and the provisions of this Agreement and the Preliminary Approval Order relating to objections.

16.3. **Best Efforts.** The Parties agree that the terms of the Settlement Agreement reflect a good-faith settlement of disputed claims. Class Counsel, Class Representatives, and Defendants consider the Settlement to be fair, reasonable, and adequate, and will use their best efforts to support the Settlement and seek approval by the Court according to its terms without modification, and in responding to any objectors, intervenors, or other persons or entities seeking to preclude the final approval of this Settlement Agreement. The Parties further agree to cooperate and work together in good faith throughout the administration of the Settlement and to adhere to the terms of this Agreement.

16.4. **Time Periods.** The time periods and dates provided herein are subject to Court approval and modification by the Court or by written stipulation of Class Counsel and counsel for Defendants.

16.5. **Governing Law.** This Agreement is intended to be and shall be bound by the laws of the State of California.

16.6. **No Construction Against Drafter.** This Agreement shall be deemed to have been drafted by the Parties, and any rule that a document shall be interpreted against the drafter shall not apply to this agreement. Class Representatives and Defendants acknowledge that each has been advised and is represented by legal counsel of her or its own choosing throughout the negotiations preceding execution of this Agreement and have executed the Agreement after having been so advised.

16.7. **Agreement Binding on Successors in Interest.** This Agreement shall be binding on and inure to the benefit of the Parties' heirs, successors, and assigns.

16.8. **Execution in Counterparts.** This Agreement shall become effective upon its execution by the Parties, Class Counsel, and counsel for Defendants. The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

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

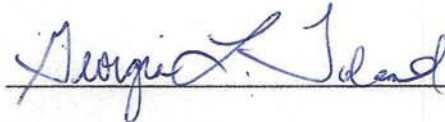
CLASS REPRESENTATIVES

DATED: December 20, 2020



Taquelia Washington Toland

DATED: December 20, 2020



Georgia Toland

DEFENDANTS

DATED: December __, 2020

Nationstar Mortgage LLC

By:

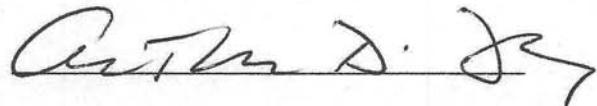
DATED: December __, 2020

Veripro Solutions Inc.

By:

APPROVED AS TO FORM:

DATED: December 15, 2020



HOUSING AND ECONOMIC RIGHTS
ADVOCATES

BY: Arthur D. Levy

16.8. **Execution in Counterparts.** This Agreement shall become effective upon its execution by the Parties, Class Counsel, and counsel for Defendants. The Agreement may be executed in counterparts. Each counterpart shall be deemed an original, and execution of the counterparts shall have the same force and effect as if all Parties had signed the same instrument.

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CLASS REPRESENTATIVES

DATED: December __, 2020

Taquelia Washington Toland

DATED: December __, 2020

Georgia Toland

DEFENDANTS

DATED: December __, 2020



Nationstar Mortgage LLC

By:

ALAN BLUNT

DATED: December __, 2020

Veripro Solutions Inc.

By:

APPROVED AS TO FORM:

DATED: December __, 2020

HOUSING AND ECONOMIC RIGHTS
ADVOCATES

BY: Arthur D. Levy

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CLASS REPRESENTATIVES

DATED: December __, 2020

Taquelia Washington Toland

DATED: December __, 2020

Georgia Toland

DEFENDANTS

DATED: December __, 2020

Nationstar Mortgage LLC

By: 

DATED: December __, 2020

Veripro Solutions Inc.

By: 

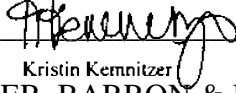
APPROVED AS TO FORM:

DATED: December __, 2020

HOUSING AND ECONOMIC RIGHTS
ADVOCATES

BY: Arthur D. Levy

DATED: December 15, 2020



Kristin Kemnitzer
KEMNITZER, BARRON & KRIEG LLP

BY: Kristin Kemnitzer

Attorneys for Plaintiffs and the Class

DATED: December __, 2020

SEVERSON & WERSON

BY: Erik Kemp

*Attorneys for Defendants Nationstar
Mortgage LLC and Veripro Solutions Inc.*

DATED: December __, 2020

KEMNITZER, BARRON & KRIEG LLP

BY: Kristin Kemnitzer

Attorneys for Plaintiffs and the Class

DATED: ^{January 8}
~~December~~ __, 2020



SEVERSON & WERSON

BY: Erik Kemp

*Attorneys for Defendants Nationstar
Mortgage LLC and Veripro Solutions Inc.*

EXHIBIT 1

IMPORTANT LEGAL NOTICE - CLASS ACTION CLAIM FORM

This class action settlement Claim Form is authorized by the Court and addressed to you because you may be a member of the Settlement Class. This is not a bill or solicitation to buy any product or service. **SEND NO MONEY.**

To: [name(s) of loan signatory]

Date of Mortgage or Loan: []

Address of Property Securing the Mortgage or Loan: []

Mortgage or Loan Number: []

YOU MAY BE ELIGIBLE FOR CREDIT REPORTING RELIEF UNDER A CLASS ACTION SETTLEMENT WITH NATIONSTAR MORTGAGE, LLC AND VERIPRO SOLUTIONS INC.

YOU MUST MAKE A CLAIM TO BE CONSIDERED FOR CREDIT REPORTING RELIEF. TO MAKE A CLAIM, YOU MUST FULLY ANSWER THE FOLLOWING QUESTIONNAIRE, VERIFY THE TRUTH OF YOUR ANSWERS BY SIGNING, AND RETURN THIS CLAIM FORM AND QUESTIONNAIRE NO LATER THAN [DUE DATE].

ALL CLAIMS ARE SUBJECT TO VERIFICATION DURING THE CLAIMS ADMINISTRATION PROCESS, INCLUDING REVIEW OF LOAN ACCOUNT AND/OR REAL PROPERTY RECORDS PERTAINING TO THE CLAIM.

Current Address (if different from the address on the envelope enclosing this claim form):

IF YOU NEED FURTHER INFORMATION

If you have any questions or would like further information about the terms of the Settlement, your eligibility for relief under the Settlement, or how to make a claim for credit reporting relief, you may visit [<http://www.settlementwebsite.com>], call the Settlement Administrator toll-free at [[phone number](#)], or contact Class Counsel at yes@yesquire.com or (866) 576-4999.

CLASS ACTION SETTLEMENT CLAIM QUESTIONNAIRE

YOU MUST ANSWER ALL OF THE FOLLOWING QUESTIONS FULLY AND RETURN YOUR SIGNED QUESTIONNAIRE TO THE CLAIMS ADMINISTRATOR.

WHEN TO SUBMIT THIS FORM: YOUR SIGNED AND COMPLETED QUESTIONNAIRE MUST BE POSTMARKED OR EMAILED ON OR BEFORE [**DUE DATE**] IN ORDER FOR YOUR CLAIM TO BE CONSIDERED.

WHERE TO SUBMIT THIS FORM: MAIL TO _____ OR EMAIL TO _____.

Question 1: Did you obtain a second mortgage or home equity line of credit, secured by a deed of trust, on property located in California?
☐ Yes ☐ No

Question 2: If your answer to Question 1 is yes, did you use the second mortgage or home equity line of credit to pay all or part of the purchase price of the property at the time you originally purchased that property?
☐ Yes ☐ No

Question 3a: If your answer to Question 2 is yes, when you purchased the property, did you move in and live in the property?
☐ Yes ☐ No

Question 3b: If your answer to Question 2 is yes, did you purchase the property as your:
☐ Primary Residence ☐ Secondary Residence ☐ Investment Property

Question 4a: Do you currently own that property?
☐ Yes ☐ No

Question 4b: Was the property sold through a foreclosure or short sale?
☐ Yes ☐ No

Question 4c: Do you know the date of the foreclosure or short sale?
☐ Yes, Date: _____ ☐ I Don't Know

VERIFICATION UNDER PENALTY OF PERJURY

Based on the information available to me/us, I/we declare under penalty of perjury under the laws of the State of California that my/our answers to the preceding questions on this Claim Form are true and correct.

Signature of Borrower

Date (mm/dd/yy)

EXHIBIT 2

THIS IS AN IMPORTANT NOTICE ABOUT THE *TOLAND V. NATIONSTAR* CLASS ACTION SETTLEMENT

THE COURT APPROVED THIS NOTICE; IT DOES NOT SEEK ANY MONEY FROM YOU

Your Rights Are Affected Even If You Do Not Act. Please Read This Notice Carefully.

Why you are receiving this notice: The Court directed that this notice be sent to inform you about a proposed class action Settlement in *Toland v. Nationstar* because you may be a class member entitled to benefits. You can obtain an electronic version of this Notice with active website links at [\[Click here\]\(link to www. .com\)](#). The Settlement is only proposed and must be approved by the Court before it can become effective.

What the *Toland* class action case is about: The case is *Toland v. Nationstar* in the United States District Court for the Northern District of California, Case No. 3:17-cv-02575-JD. The case challenges the practices of Nationstar Mortgage LLC and Veripro Solutions Inc. in allegedly attempting to collect balances on California purchase money second mortgages and home equity credit lines after foreclosure and short sales. The case also challenges Nationstar's practices in reporting such loans to the credit reporting agencies after a foreclosure or short sale has taken place. Defendants strongly deny any claims of wrongdoing, but have agreed to settle the lawsuit to avoid the burden and cost of further litigation.

Who is included in the Class Action Settlement: The proposed Settlement provides for two Subclasses, a **Collection Letter Subclass** and a **Credit Reporting Subclass**. You may be a member of either or both Subclasses:

Collection Letter Subclass: You are a member of this Subclass if you obtained a second mortgage, or home equity line of credit, secured by a deed of trust on property located in California (a) to secure payment of the purchase price of a dwelling (b) for not more than four families and which (c) was occupied entirely or in part by you, and, after a foreclosure or short sale of the dwelling, and Defendants sent you certain Collection Letter(s) between March 24, 2013 and , 2020.

The Collection Letter forms can be viewed and downloaded on the Settlement website, [\[Click here\]\(link to www. .com\)](#). To be a member of the Collection Letter Subclass, you must have been sent one of these letters after there was a foreclosure or short sale of your home securing the mortgage.

Credit Reporting Subclass: You are a member of this Subclass if you had a purchase money second mortgage, or home equity line of credit as defined above, and Nationstar reported that loan 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 between March 24, 2013 and , 2020.

Capitalized terms used in this Notice, other than those defined in this Notice, shall have the same meaning as set forth in the Settlement Agreement.

This notice is only a summary of the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement available at [www. .com](#). You may also obtain the Settlement Agreement by contacting Class Counsel at yes@vesquire.com or (866) 576-4999, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	Last Day DEADLINE for you to mail:
Collection Letter Subclass Members Receive Benefits Automatically	<p>If you are a member of the Collection Letter Subclass, Defendants will pay you the sum of \$150. If you paid any amounts to Veripro on the loan after a Collection Letter was sent, you will also automatically be refunded those amounts. Defendants agree to make no further attempts to collect on the loans of Collection Letter Subclass Members and will not sell or assign those accounts to any third party.</p> <p>You do not need to do anything to receive these benefits. If Nationstar previously serviced your loan, you are also automatically a member of the Credit Reporting Subclass and automatically entitled to credit reporting updates under the Settlement without having to submit a Claim Form.</p> <p><u>For more details: see FAQ 2 below.</u></p>	None
Submit a Claim Form to Recover Credit Reporting Relief	<p>If you are a Credit Reporting Subclass Member who is not a member of the Collection Letter Subclass whose loan was previously serviced by Nationstar and you wish to receive credit reporting changes under the Settlement, you must complete and submit the accompanying Claim Form in order to obtain the credit reporting. If you qualify for credit reporting changes, Defendants also agree to make no further attempts to collect on your loan and will not sell or assign those accounts to any third party.</p> <p>By the date indicated in the box directly on the right, you must either mail or email your signed and fully completed Claim Form to the addresses listed on the Claim Form. If you do not timely submit a valid Claim Form, Nationstar will not submit any credit reporting changes for you, and you will become a Settlement Class Member bound by the terms of the Settlement Agreement and Final Judgment. <u>For more details: see FAQs 3 & 4 below.</u></p>	[100 days following entry of Preliminary Approval Order]
Ask to Be Excluded	<p>You can exclude yourself from the Settlement by signing and mailing in a notice of intention to opt out of the Settlement to the Settlement Administrator. If you do so, you will not be eligible to receive any benefits from the Settlement and will not be bound by the Settlement Agreement or the Final Approval Order and Judgment. But you will retain the right to sue Defendants on your own regarding any claims that are part of the Settlement.</p> <p><u>For more details: see FAQs 7 & 8 below.</u></p>	[100 days following entry of Preliminary Approval Order]
Submit an Objection	<p>You may remain a Settlement Class Member and object to the Settlement. You may appear and speak at the Final Approval Hearing on your own or through a lawyer hired by you at your own expense. If the Settlement is approved over your objection, however, you will be bound by the Settlement</p>	[100 days following entry of Preliminary

	and give up your right to sue on your own regarding any claims that are part of the Settlement. <u>For more details: see FAQ 9 below.</u>	Approval Order].
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FREQUENTLY ASKED QUESTIONS (FAQS) AND ANSWERS

The following FAQs are addressed below:

1. Why is there a Settlement?
2. What are the terms of the proposed Settlement?
3. Why would I have to submit a Claim Form and how do I do it?
4. What is the credit reporting relief?
5. When will money or benefits be given?
6. If I remain in the Settlement Class, what do I give up?
7. Why would I ask to be excluded?
8. How do I exclude myself from the Settlement Class?
9. Can I object to the Settlement?
10. When is the Final Approval Hearing?
11. What if I want to attend the Final Approval Hearing?
12. Does the Settlement Class have a lawyer?
13. Do I need to hire my own lawyer?
14. How will Class Counsel be paid?
15. Will the Class Representatives receive any payments in addition to the Settlement Benefits?
16. How can I get more information?
17. May I contact the Court or Defendants directly?

1. Why is there a Settlement?

There has not been a trial in the Action and the Court has not decided in favor of the Class Representatives or Defendants.

The Class Representatives and Class Counsel believe that the Settlement is in the best interests of the Settlement Class. Class Counsel has evaluated information made available in the course of the lawsuit and settlement negotiations and have taken into account the risks and uncertainties of proceeding with the Action.

Defendants strongly deny any wrongdoing and do not believe they have any liability to the Class Representatives or the Settlement Class. This Notice does not imply that any court has found or would have found that Defendants violated the law or that any member of the class would have recovered any amount of damages if the Action were not settled. However, Defendants believe that it is in its best interest to settle the Action under the terms of the Settlement Agreement and obtain closure on these matters to avoid the uncertainty, expense, and diversion of business resources resulting from further litigation.

2. What are the terms of the proposed Settlement?

This Notice provides a summary of some, but not all, of the terms of the Settlement Agreement. [\[Click here\]\(link to www._____com\)](#) to see and obtain a copy of the entire Settlement Agreement. The Settlement Agreement must be approved by the Court and become “Final” before any payments or other benefits are given.

The key terms of the proposed Settlement are as follows:

- Defendants will pay each member of the Collection Letter Subclass \$150 without the need for any Claim Form.
- Defendants will refund to each member of the Collection Letter Subclass any amounts paid to Veripro on the loan after a Collection Letter was sent without the need for any Claim Form.
- Defendants agree to make no further attempts to collect on the loans of the qualifying members of both Subclasses and will not sell or assign those accounts to any third party.
- If you qualify under the Settlement, Nationstar will submit requests to the credit bureaus to update the reporting of your loan to reflect a zero current balance and zero amount past due. However, unless you are a member of the Collection Letter Subclass and your loan was previously serviced by Nationstar, you must qualify for and request this update by filling out and timely submitting the accompanying Claim Form. If you do not timely submit a completed Claim Form, Nationstar will not request any credit reporting change for you, even though you will still be bound by the terms of the Settlement. If you do submit a timely completed Claim Form, Nationstar will only request the credit reporting change if your answers show that you are entitled to such relief.
- You give up all of your claims against Nationstar, Veripro, their corporate affiliates, and personnel based on the Collection Letters and credit reporting at issue in this case. All of those claims will be released, which means that you will not be able to continue any lawsuit and to initiate any future lawsuit on those claims.
- Class Counsel will apply to the Court for an award of attorney's fees and expenses of litigation of up to \$390,000. The Court will determine the amount of any such award.
- Class Counsel will apply for service awards for each of the two Class Representatives in the amount of \$5,000 each. The Court will determine the amount of any such award.

3. Why would I have to submit a Claim Form and how do I do it?

You do not have to submit a Claim Form to obtain any benefits under the Settlement if you are a member of the Collection Letter Subclass and your loan was previously serviced by Nationstar. This includes credit reporting relief; see FAQ 4.

If you are not a member of the Collection Letter Subclass or your loan was not previously serviced by Nationstar, you must submit the accompanying Claim Form in order to determine whether you qualify for the updates to your credit report under the proposed Settlement. If you qualify for credit reporting changes, Defendants also agree to make no further attempts to collect on your loan and will not sell or assign those accounts to any third party. If you do not timely submit a completed Claim, your credit report will not be updated and you will still be bound by the terms of the Settlement. This means you forfeit your right to sue Defendants in the future about the claims at issue in this lawsuit.

If you are a Credit Reporting Subclass Member, you may submit a Claim Form in either of the following two ways: 1) By mailing (either through the United States Postal Service or through a private mail carrier, such as UPS or Federal Express, provided that it is postmarked or the proof of the mail date is otherwise reflected on the label of the mailing) to the Settlement Administrator no later than [REDACTED] [100 days following entry of the Order Preliminarily Approving the Settlement]; or 2) By emailing the Claim Form to the Administrator on a date no later than [REDACTED] [100 days following entry of the Order Preliminarily Approving the Settlement]. **The mailing and email addresses for sending the Claim Form are listed on the Claim Form.**

The Settlement Administrator will review the Claim Forms to determine whether the answers to the questions confirmed the claimant is entitled to credit reporting relief under the Settlement. The Settlement Administrator may determine there is a deficiency, and return the Claim Form to the claimant with instructions to correct the deficiency.

4. What is the credit reporting relief?

If the Court grants final approval of the Settlement, for all Collection Letter Subclass Members whose loans were previously serviced by Nationstar and for those Credit Reporting Subclass Members who submit Claim Forms that establish their eligibility for relief, Nationstar will, within 30 days after the Effective Date, request that the credit reporting agencies to which it reports update their reporting as follows if your account continues to appear on your credit reports:

- For Credit Reporting Subclass Members whose properties were sold at foreclosure sales, Nationstar will agree to report such loans with an Account Status of 97 and a current outstanding loan balance and current amount past due of zero dollars.
- For Credit Reporting Subclass Members whose properties were sold at short sales, Nationstar will request that the loans be reported in accordance with FAQ 53 of the Credit Reporting Resources Guide. Specifically, Nationstar will request that such loans be reported with Account Status of either 13 or 65 as appropriate under the Guide, Special Comment Code AU, and a current outstanding loan balance and current amount past due of zero dollars.

5. When will money or benefits be given?

Payments and credit reporting updates will not be made until the Court has decided whether to approve the Settlement and because it is not yet final. The Settlement will become final only if the Court approves the Settlement and after any appeals and opportunities for appeal have been exhausted and/or been denied. There is no guarantee that money or benefits will ever be distributed.

6. If I remain in the Settlement Class, what do I give up?

If you remain in the Settlement Class, you give up your right to sue in court or arbitration or be part of any other lawsuit or arbitration against Defendants or their affiliates based on any of the Collection Letters and/or the credit reporting qualifying you for Class membership. For example, if you believe that a Collection Letter as described in the Complaint violates some other law besides the ones listed in the Complaint, such a claim would be barred by this Settlement. However, if you believe that you suffered some injury unrelated to the Collection Letters or credit reporting alleged in the Complaint, those claims would not be barred by the Settlement.

7. Why would I ask to be excluded?

You should exclude yourself if you do not wish to participate in the Settlement or be bound by any order or judgment entered in the Action and are willing to forego any benefits from the Settlement. You may want to exclude yourself from the Settlement Class if you already have filed (or intend to file) a lawsuit or arbitration against Defendants or their affiliates for the Released Claims and want to continue that lawsuit or arbitration individually, on your own behalf. If you do not exclude yourself, you will be legally bound by all orders of the Court regarding the Settlement Class, the Settlement Agreement, and the Released Claims.

8. How do I exclude myself from the Settlement Class?

You may exclude yourself (“opt out”) from the Settlement Class by timely submitting an exclusion or “opt out” request to the Settlement Administrator. The notice must (1) be postmarked on or before the [redacted] [100 days following entry of the Order Preliminarily Approving the Settlement]; (2) include the Class Member’s name, address, and telephone number; (3) be personally signed and dated by the Class Member; and (4) contain a clear request that the individual would like to opt out or be excluded, by use of those or other words clearly indicating a desire not to participate in the Settlement.

You can download an Exclusion Request Form from the Settlement website, [Click here](link to [www. \[redacted\] .com](http://www. [redacted] .com)), but are not required to use that form, as long your exclusion request complies with the requirements listed above.

If you choose to exclude yourself from the Settlement, please mail your notice to the following address:

[insert]

Your exclusion request must be postmarked **no later than [100 days following entry of the Order Preliminarily Approving the Settlement]**. If you exclude yourself from the Settlement, you cannot object to the Settlement and you will **not** receive any money or other benefits from the Settlement.

9. Can I object to the Settlement?

Yes, but **not** if you exclude yourself from the Settlement Class. You can ask the Court to deny settlement approval by filing an objection. You can’t ask the Court to order a different settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

Any objection to the proposed settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Toland v. Nationstar Mortgage LLC*, Case Number 3:17-cv-02575-JD), (b) be submitted to the Court either by mailing them to the address below or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be mailed or postmarked on or before **[100 days following entry of the Order Preliminarily Approving the Settlement]**.

The address to mail your Objections:

Class Action Clerk
United States District Court for the Northern District of California
450 Golden Gate Avenue
Box 36060, San Francisco, California 94102

Your written objections must contain all of the following information to be considered by the Court:

- 1) your full name, current address, and telephone number;
- (2) the last four digits of your loan number, and/or the your Claim ID as set forth on the Class Notice;
- (3) a statement of the position you wish to assert, including the factual and legal grounds for your objections;

(4) the identity of any witnesses that you may ask the Court to allow to testify in support of your objections and a summary of their testimony;

(5) the name(s) of any attorney(s) representing you; and

(6) copies of all documents that you wish to submit in support of your position.

All objections that are timely filed with the Court will be considered at the Final Approval Hearing on [REDACTED]. If you do not file an objection, you waive your right to appeal any Court order or judgment related to the Settlement. If the Settlement is ultimately approved over your objection, you will be bound by the Settlement and give up your right to sue on your own regarding any claims that are released under the Settlement.

Instructions for how to appear remotely at the Final Approval Hearing can be found on the Court's website, <https://apps.cand.uscourts.gov/telhrhg/>, a few days before the scheduled hearing date. **You may also contact Class Counsel for information as set forth in FAQ 16 below.**

10. When is the Final Approval Hearing?

The Court will hold a Final Approval Hearing on [insert date], at [insert] in Courtroom 11 of the United States District Court for the Northern District of California, the Honorable James Donato presiding, located at 450 Golden Gate Avenue, 19th Floor, San Francisco, California 94102. The Final Approval Hearing may take place by Zoom or other video technology due to the COVID-19 emergency.

The date of the Final Approval Hearing may change, so please refer to the Settlement website [Click here](link to www._____.com) and/or the Court's website, <https://apps.cand.uscourts.gov/telhrhg/>, to confirm the date and time of the Final Approval Hearing and how to attend the hearing remotely. At the Final Approval Hearing, the Court will consider if: (1) the Settlement is fair, reasonable, and adequate; (2) The Settlement should be approved; (3) any objections to the Settlement and, if so, whether those are valid; (4) the amount of any Service Award for the Class Representatives; and (5) the amount of any attorney's fees and costs award for Class Counsel.

11. What if I want to attend the Final Approval Hearing?

Your attendance at the Final Approval Hearing is not required. However, you or your attorney may attend the hearing at your own expense. At this time, the Court is conducted all civil motion hearings remotely. Check the Court website a few days before the scheduled hearing to see if you can view or listen to the hearing remotely. <https://apps.cand.uscourts.gov/telhrhg/> **You may also contact Class Counsel for information as set forth in FAQ 16 below.**

12. Does the Settlement Class have a lawyer?

Yes. The Court appointed the Kemnitzer Barron & Krieg LLP and Housing and Economic Rights Advocates to represent you and the other Settlement Class Members. They are called "Class Counsel." You will not be charged for their services.

Arthur D. Levy
3950 Broadway, Suite 200
Oakland, CA 94611
arthur@yesquire.com

Kristin Kemnitzer
KEMNITZER, BARRON & KRIEG LLP
42 Miller Avenue, Third Floor
Mill Valley, CA 94941
kristin@kbklegal.com

13. Do I need to hire my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. However, you may hire an attorney at your own expense to represent you and speak on your behalf.

14. How will Class Counsel be paid?

Class Counsel may apply to the Court for an award of Attorneys' Fees and Expenses not to exceed \$390,000. Defendants may oppose such application, but will pay an Attorney's Fees and Expenses award in the amount awarded by the Court, not to exceed \$390,000, for all services provided on behalf of the Class Representatives and the Settlement Class. The Court will determine the amount of the award.

You can view and download Class Counsel's fee request on the Settlement website [Click here](link to www._____.com).

15. Will the Class Representatives receive any payments in addition to the Settlement Benefits?

Concurrently with their application of an award of Attorneys' Fees and Expenses, Class Counsel may apply to the Court for a Service Award for each of the two Class Representatives, not to exceed five thousand dollars (\$5,000) per Class Representative, in recognition of their service to the Class, in addition to any other relief to which they are entitled as a Settlement Class Member. The Court will determine the amount of the award.

MORE INFORMATION

16. How can I get more information?

If you have questions, you may obtain more information as follows:

- Visit the Settlement website. [Click here](link to www._____.com). You can view and download complete copies of the Settlement Agreement, relevant court filings, obtain an electronic version of this Notice, and obtain an Exclusion Request Form.
- Call the Interactive Voice Recognition information line at _____.
- Contact Class Counsel at yes@yesquire.com or (866) 576-4999.
- Access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

17. May I contact the Court or Defendants directly?

Please do not contact the Court, Defendants or Defense Counsel regarding this Settlement. They cannot provide you any advice.

EXHIBIT 3

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
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11 TAQUELIA WASHINGTON TOLAND and
12 GEORGIA TOLAND, individually and on
behalf of All Others Similarly Situated,

13 Plaintiffs,

14 vs.

15 NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company;
16 VERIPRO SOLUTIONS INC., a Delaware
corporation, and DOES 1 through 20,
17

18 Defendants.
19

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

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

Action Filed: March 24, 2017

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

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

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

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

All natural persons who obtained a second mortgage, or home equity line of credit, secured by a deed of trust on property located in California (a) to secure payment of the purchase price of a dwelling (b) for not more than four families and which (c) was occupied entirely or in part by the purchaser, and, after a foreclosure or short sale of the dwelling, any of the defendants (1) sent the person a 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”).

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

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

6. The Class Notice provided to the Settlement Class conforms with the requirements 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. Any and all objection to the Settlement are overruled. [No Settlement Class
6 Members have objected to the terms of the Settlement].

7 8. A list of Settlement Class Members who timely requested exclusion is attached
8 hereto as Exhibit 1. [No Settlement Class Members have requested exclusion from the
9 Settlement.]

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

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

1 11. The Court has specifically considered the factors relevant to class settlement
 2 approval (*see, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004))—including,
 3 *inter alia*, the strength of the Class Representatives’ case; the risk, expense, complexity, and likely
 4 duration of further litigation; the risk of not maintaining class action status throughout trial; the
 5 relief provided for in the settlement; the extent of discovery completed and stage of the
 6 proceedings; the experience and views of counsel; and the reaction of the Class Members to the
 7 proposed settlement (including the claims submitted and lack of any opt-outs or objections)—and
 8 upon consideration of such factors finds that the Settlement is fair, reasonable, and adequate to all
 9 concerned.

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

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

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

19 15. In addition to any recovery that the Class Representatives may receive under the
 20 Settlement, and in recognition of the Class Representatives efforts and risks taken on behalf of the
 21 Settlement Class, the Court hereby approves the payment of Service Awards to Class
 22 Representatives in the amount of \$_____.

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

25 Kemnitzer, Barron & Krieg LLP \$_____

26 Arthur D. Levy \$_____

27 Housing and Economic Rights Advocates \$_____

28 17. The Court approves and orders payment in an amount commensurate with

1 _____ actual costs for performance of its settlement claims administration
2 services.

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.

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

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

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

23. 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 Action, including but not limited to all matters related to the Settlement and the determination of all controversies related thereto.

IT IS SO ORDERED.

DATED: _____, 2021

Hon. James Donato

EXHIBIT 4

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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**
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11 TAQUELIA WASHINGTON TOLAND and
12 GEORGIA TOLAND, individually and on
behalf of All Others Similarly Situated,

13 Plaintiffs,

14 vs.

15 NATIONSTAR MORTGAGE LLC, a
Delaware limited liability company;
16 VERIPRO SOLUTIONS INC., a Delaware
corporation, and DOES 1 through 20,
17

18 Defendants.
19

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

**[PROPOSED] ORDER PRELIMINARILY
APPROVING CLASS ACTION
SETTLEMENT**

Action Filed: March 24, 2017

20 The motion for preliminary approval of the proposed class action settlement between
21 plaintiffs Taquelia Washington Toland and Georgia Toland, on the one hand, and defendants
22 Nationstar Mortgage LLC and Veripro Solutions Inc. on the other hand, came before this Court for
23 hearing on _____. Having considered the motion and the documents filed in support
24 thereof, and good cause therefor appearing, the Court grants the motion and rules as follows:

25 1. The Court has reviewed the terms of the Parties' Settlement Agreement and
26 Release (the "Settlement") and preliminarily finds that the Settlement appears sufficiently fair,
27 reasonable, and adequate to warrant dissemination of class notice of the proposed settlement and
28 scheduling a formal fairness hearing. The Court finds that the Settlement contains no obvious

1 deficiencies and that the Parties entered into the settlement in good faith, following arm's length
 2 negotiations between their respective counsel. The Court adopts the definitions set forth in the
 3 Settlement and all defined words or phrases used in this Order shall have the same meaning as in
 4 the Settlement.

5 2. Preliminary Certification. The Court finds that it will likely be able to certify the
 6 Settlement Class for purposes of settlement only after the Final Approval Hearing. The Court
 7 preliminarily finds that the class action prerequisites of Federal Rule of Civil Procedure 23(a) have
 8 been satisfied. Specifically, the Court preliminarily finds that: (i) the Settlement Class is so
 9 numerous that joinder would be impractical, (ii) common questions of law and fact exist as to the
 10 class, (iii) the claims or defenses of the representative parties, Class Representatives Taquelia
 11 Washington-Toland and Georgia Toland are typical of the claims or defenses of the class, (iv) the
 12 Class Representatives and their counsel will fairly and adequately protect the interests of the class,
 13 (v) Common questions of law and fact predominate over questions affecting only individual
 14 members of the Settlement Class, and (vi) Resolution of the claims in this Action by way of a
 15 settlement is superior to other available methods for the fair and efficient resolution of the claims
 16 of the Settlement Class. Accordingly, the Court preliminarily finds that it will likely be able to
 17 certify the Settlement Class, which is defined in the Settlement Agreement as follows:

18 All natural persons who obtained a second mortgage, or home equity
 19 line of credit, secured by a deed of trust on property located in
 20 California (a) to secure payment of the purchase price of a dwelling
 21 (b) for not more than four families and which (c) was occupied
 22 entirely or in part by the purchaser, and, after a foreclosure or short
 23 sale of the dwelling, any of the defendants (1) sent the person a
 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").

24 3. Pursuant to Rule 23(c)(2)(B) and Rule 23(e) of the Federal Rules of Civil
 25 Procedure, the Court orders that the Class be given notice of the pendency of this action and the
 26 Parties' proposed Settlement. The Court finds that the Class Notice dissemination procedure set
 27 forth in Section VI of the Settlement Agreement (i) is the best practicable notice; (ii) is reasonably
 28 calculated, under the circumstances, to apprise Class Members of the pendency of the Action and

1 of their right to object or to exclude themselves from the proposed Settlement; (iii) is reasonable
2 and constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
3 meets all applicable requirements as set forth by law. Thus, the Court adopts and incorporates the
4 Class Notice dissemination procedures set forth in Section VI of the Settlement into this Order.

5 4. The Court approves the Class Notice attached as Exhibit ____ to the Agreement.
6 The Court also approves the Claim Form attached as Exhibit ____ to the Agreement and the creation
7 of a Settlement Website by the Settlement Administrator.

8 5. The Court appoints JND Legal Administration as Settlement Administrator to
9 disseminate notice to the Settlement Class and administer the settlement. The Court orders
10 _____ to comply with all Settlement Administrator obligations under the Settlement
11 Agreement and this Order.

12 6. The Court sets a Fairness Hearing on _____ to consider the fairness,
13 reasonableness, and adequacy of the proposed Settlement and determine whether it should finally
14 be approved by the Court. At that time, the Court will hear any applications for attorneys' fees,
15 expenses, and/or service awards.

16 7. The Court sets _____ as the deadline for filing the final approval motion and
17 _____ as the deadline for filing the application for the Attorneys' Fee Award and
18 Service Award.

19 8. The Court sets _____ as the deadline by which Class Members must submit
20 any (i) Claim Form; (ii) request for exclusion from the Settlement Class; or (iii) objection to the
21 Settlement or to the Attorneys' Fee Award.

22 9. The Court sets _____ as the deadline for filing any reply memorandum in
23 further support of final approval of the proposed Settlement or the Attorneys' Fee Award
24 application.

25 10. Any Class Member who wishes to be excluded from the Settlement Class must
26 comply with the requirements of Section 8.1 of the Settlement Agreement. Any Class Member
27 who does not submit a timely written request for exclusion from the Settlement Class will be
28 bound by all proceedings, orders, and judgments in the Action, even if such Class Member has

1 previously initiated or subsequently initiates individual litigation or other proceedings
2 encompassed by the Release.

3 11. Any Class Member who has not filed a timely written Request for Exclusion and
4 who complies with the requirements of this Paragraph may comment in support of, or in
5 opposition to, any aspect of the proposed settlement either on his or her own or through an
6 attorney hired at his or her expense. All objections shall comply with the provisions of Section 8.2
7 of the Settlement Agreement.

8 12. Any Class Member who fails to timely file a written objection in accordance with
9 the terms Section 8.2 shall not be permitted to object to this Settlement Agreement at the Final
10 Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement
11 by appeal or other means and shall be deemed to have waived his or her objections and be forever
12 barred from making any such objections in the Action or any other action or proceeding.

13 13. If the Settlement is finally approved, all Settlement Class Members who have not
14 filed a timely and proper Request for Exclusion shall release the Released Persons from all claims
15 described in Section 10 of the Settlement Agreement.

16 14. This Order shall become null and void, and shall be without prejudice to the rights
17 of the Parties, all of whom shall be restored to their respective positions existing immediately
18 before this Court entered this Order, if (i) the proposed Settlement is not finally approved by the
19 Court, or does not become Final (as defined in the Settlement Agreement), pursuant to the terms
20 of the Settlement Agreement; or (ii) the Settlement Agreement is terminated pursuant to the terms
21 of the Settlement Agreement for any reason. In such event, and except as provided therein, the
22 proposed Settlement and Settlement Agreement shall become null and void and be of no further
23 force and effect; neither the Settlement Agreement nor this Order shall be used or referred to for
24 any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections,
arguments, and defenses in the Action.

25 15. This Order shall not be construed or used as an admission, concession, or
26 declaration by or against Defendant of any fault, wrongdoing, breach, or liability, or by or against
27 Plaintiffs or the Settlement Class Members that their claims lack merit or that the relief requested
28

1 in this Action is inappropriate, improper, or unavailable, or as a waiver by any party of any
2 defenses they may have.

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

5
6
7 DATED: _____, 2021

8
9
10 _____
Hon. James Donato
United States District Judge

EXHIBIT B

- *Aguilar, Canton, Owens and Eaton v. Citizens Automobile Finance, Inc.: RBS Citizens, N.A.*, Civil No.: C 10-05345JSW (Northern District of California)
- *Ally Financial, Inc. v. Lazrovich, et al*, Civil No. 111CV195659 (Santa Clara Superior Court)
- *Ahsan v. Valencia Dodge*, Civil No. 307512 (San Francisco Superior Court)
- *Alta Vista Credit Union v. Campbell, et al., and Related Cross Action*, Case No.: CIVDS1009450 (San Bernardino County Superior Court)
- *Asabi v. A-L FINANCIAL Consumer USA Inc. dba Drive Financial Services*, Civil No. RG09443628 (Alameda Superior Court)
- *Arguelles-Romero, et al. v. Americredit Financial Services, Inc.*, Civil No. BC410509 (Los Angeles Superior Court)
- *Assett Acceptance Corporation v. Niumalelega*, Civil No. 03-424751 (San Francisco Superior Court)
- *Baker v. GEMB, Inc. et al.* Civil No. C10-05261SBA (United States District Court for the Northern District of California)
- *Bang and Johnson v. United States Fidelity and Guaranty Co., et al.*, Civil No. RG06273805 (Alameda County Superior Court)
- *Bank of Stockton v. Tolentino, et al.*, Civil No. CV 160904 (Santa Cruz Superior Court)
- *Banks v. JP Morgan Chase, N.A.*, Civil No. RG12614875 (Alameda Superior Court)
- *Bohannon v. Professional Cycle Parts*, Civil No. 34-2011-00108983 (Sacramento Superior Court)
- *Bryan v. Franklin Capital Corp.*, Civil No. BC 340574 (Los Angeles Superior Court)
- *Buzenes v. Nuvel National Auto Finance LLC*, Los Angeles Superior Court Case No. BC407366
- *Castro, Sanchez v. Industrial Acceptance Company*, Civil No.: RG11591326 (Alameda County Superior Court – Northern Division)
- *Campf v. Golden 1 Credit Union*, Sacramento County Superior Court, Case No. 34-2018-00228285.
- *Caras/Johnson v. Hyundai Capital America*, Los Angeles Superior Court Case No. BC 565263
- *California Community Credit Union v. Chapman*, Sacramento County Superior Court Case No. 34-2009-00054626
- *Cisneros v. American General Financial Services, Inc.*, Civil No. 3:11-cv-02869

(Northern District of California)

- *Conway v. Phillios & Cohen Associates, Ltd.*, Civil No. 5:15-cv-02388 (Central District of California)
- *Cooper v. ROHL, LLC.*, Case No. 4MSC15-00352 (Contra Costa County Superior Court)
- *Cooperrider v. First Metropolitan Credit Union*, Civil No. BC321978 (Alameda County Superior Court)
- *Cordero v. American Honda Finance Corporation* Civil No. 531470 (San Mateo County Superior Court)
- *Cross v. Ford Motor Company*, Civil No. BC281465 (Los Angeles Superior Court)
- *Croxton v. Ford Motor Company*, Civil No. MSC02-02311 (Contra Costa Superior Court)
- *Dadian v. Westlake Services, Inc.*, Civil No. BC322765 (Los Angeles Superior Court)
- *DaimlerChrysler Financial Services Americas LLC v. Pryer, et al.*, Civil No. RIC 470466 (Riverside Superior Court)
- *Davis v. Volvo Finance North America*, Civil No. 03AS00938 (Sacramento Superior Court)
- *Dawson v. Honda Financial Services*, Civil No. RG 09443611 (Alameda Superior Court)
- *DePaula v. Green Tree Servicing LLC*, Civil No. BC322375 (Los Angeles Superior Court)
- *Dilsworth v. Kia Motors of America*, Civil No. H 219121-0 (Alameda County Superior Court)
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- *Gonzalez v. Hayward Dodge*, Civil No. H208451-4 (Alameda Superior Court)
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- *Peraza v. Nissan Motor Acceptance Corporation*, Civil No. BC 201048 (Los Angeles Superior Court)
- *Pha v. Yia Yang*, Civil No. 2:12-cv-01580 (Eastern District of California)
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- *TK Credit Recovery v. Blaurock, and Related Cross-Action*, Alameda County Superior Court, Case No. RG13676609
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- *Williams v. Tidewater Finance Company, et al.*, Los Angeles County Superior Court, Case No. BC487314
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No. 34-2009-00064451

EXHIBIT C

TAQUELIA WASHINGTON TOLAND
TOLAND vs NATIONSTAR MORTGAGE

July 19, 2019

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IN THE SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

---oOo---

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

Plaintiffs,)

vs.)

Case No.
17854212

NATIONSTAR MORTGAGE, LLC, a)
Delaware limited liability)
corporation, and)
Does 1 through 20,)

Defendants._ _)

DEPOSITION OF

TAQUELIA WASHINGTON TOLAND

Pages 1 through 77

Friday, July 19th, 2019 • 10:05 a.m.

One Embarcadero Center, 26th Floor
San Francisco, California 94111

Reported By: Tamra Elaine Keen
CCRR, CLR, RPR, CSR No. 5404

TAQUELIA WASHINGTON TOLAND
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1 A. Um-hmm.

2 Q. Okay.

3 So last series of questions I want to ask
4 about.

5 Do you understand that you are representing a
6 class in this case?

7 A. Yes.

8 Q. And what does that mean for you, representing
9 a class?

10 A. Do you mean by legally what that means, or
11 what do you mean?

12 Q. I just -- I mean -- no, not legally, because
13 your lawyers have their responses, but I just mean for
14 you, as a person, what does that -- what does that
15 involve in your mind as far as duties and obligations?

16 A. Yeah.

17 So I think for me, like the first level of it
18 is more like a moral, ethical responsibility that I feel
19 towards others. For me, this has been an incredibly
20 stressful and anxiety-producing process, and I'm a
21 well-resourced, educated person. And the idea that
22 there's other people out there that may have been
23 impacted by this, that don't have that resources, that
24 may have paid into this, feels like it is my obligation
25 to do what I can to try to ensure some level of justice

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1 around that.

2 And I also understand that there's, like,
3 obligations that come with that, in terms of making sure
4 that I'm staying on top of the case, making sure that
5 I'm showing up for things like this and telling my truth
6 in it.

7 Q. Okay.

8 And are you prepared to litigate this case to
9 the end on behalf of the class?

10 A. Yes.

11 Q. You mentioned earlier that your -- you
12 suffered some financial -- sorry, my throat is a little
13 dry -- some financial hardships as a result of your
14 hours going down.

15 Are there any financial difficulties that
16 would continue to exist that would make it difficult for
17 you to be a class representative?

18 A. No. Not to my understanding. I don't know
19 all of what that involves, so that might change.

20 MR. LADI: Okay.

21 If I could just take a five-minute break to
22 look over my notes I think --

23 MS. LYONS: Sure.

24 MR. LADI: Off the record.

25 (Recess.)

CERTIFICATE OF REPORTER

I, Tamra Elaine Keen, CCRR, CLR, RPR,
CSR No. 5404, a Certified Shorthand Reporter, hereby
certify that the witness in the foregoing deposition was
by me duly sworn to tell the truth, the whole truth and
nothing but the truth in the within-entitled cause;

That said deposition was taken down in
shorthand by me, a disinterested person, at the time and
place therein stated, and that the testimony of the said
witness was thereafter reduced to typewriting, by
computer, under my direction and supervision;

I further certify that I am not of counsel or
attorney for either or any of the parties to the said
deposition, nor in any way interested in the event of
this cause, and that I am not related to any of the
parties thereto.

Dated: Monday, July 29th, 2019

Tamra Elaine Keen

Tamra Elaine Keen, CCRR, CLR, RPR, CSR No. 5404