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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

TAQUELIA WASHINGTON TOLAND, et al.,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC, et al.,

Defendants.

Case No. 17-cv-02575-JD

**ORDER RE FINAL APPROVAL AND FINAL JUDGMENT**

United States District Court  
Northern District of California

This order is based on a proposed order submitted by the parties. *See* Dkt. No. 134. The Court has modified it to conform to its class action settlement practices and other considerations.

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

2. The 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,

1 Equifax, or TransUnion as having an outstanding balance owing  
2 and/or otherwise as currently delinquent within the Class Period  
3 (“the Credit Reporting Subclass”).

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

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

17 6. The Class Notice provided to the Settlement Class conforms with the requirements  
18 of Rule 23 and due process, and constitutes the best notice practicable under the circumstances, by  
19 providing individual notice to all Settlement Class Members who could be identified through  
20 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters  
21 set forth therein to the other Settlement Class Members.

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

23 8. A list of Settlement Class Members who timely requested exclusion is attached as  
24 Exhibit 1.

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

1 (90) days have elapsed since Defendants provided notice pursuant to CAFA and the Final  
2 Approval Hearing.

3 10. The Court grants final approval to the settlement and finds that the Settlement  
4 Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The  
5 settlement consideration provided under the Settlement Agreement constitutes fair value given to  
6 in exchange for the release of claims against the Released Persons. The consideration to be paid  
7 or provided to Class Members is reasonable and in the best interests of the Settlement Class  
8 considering the disputed facts and circumstances of and affirmative defenses asserted in the  
9 Action and the potential risks and likelihood of success of pursuing litigation on the merits. The  
10 complex legal and factual posture of this case, the amount of discovery completed, and the fact  
11 that the Settlement is the result of arm's-length negotiations between the Parties, including  
12 negotiations presided over by the Hon. Donna M. Ryu and Hon. George Hernandez (Ret.) support  
13 this finding. The Court finds that these facts demonstrate that there was no collusion present in  
14 the reaching of the Settlement Agreement, implicit or otherwise.

15 11. The Court has considered the factors relevant to class settlement approval,  
16 including the strength of the Class Representatives' case; the risk, expense, complexity, and likely  
17 duration of further litigation; the risk of not maintaining class action status throughout trial; the  
18 relief provided for in the settlement; the extent of discovery completed and stage of the  
19 proceedings; the experience and views of counsel; and the reaction of the Class Members to the  
20 proposed settlement (including the claims submitted and lack of any opt-outs or objections), and  
21 finds that the Settlement is fair, reasonable, and adequate.

22 12. The Parties are directed to implement and consummate the Settlement Agreement  
23 according to its terms and provisions.

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

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1           14.     Upon entry of this Order, compensation to Settlement Class Members who  
2 submitted a Claim Form shall be effected pursuant to the terms of the Settlement.

3           15.     The Court defers the question of payment of Service Awards to Class  
4 Representatives, Georgia Toland and Taquelia Washington Toland, pending a conference set for  
5 July 21, 2022, at 10:00 a.m. in Courtroom 11. The parties are advised that the proposed awards of  
6 \$5,000 to each named plaintiff will not granted. *See* Federal Rule of Civil Procedure 23(e)(2)(d).  
7 An award of up to \$1,500 to each named plaintiff will be considered.

8           16.     The motion for attorney’s fees and costs, Dkt. No. 128, is deferred pending the  
9 conference set for July 21, 2022. Approval will be contingent upon a statement by plaintiffs’  
10 counsel attesting that all of the class remedies detailed in the Settlement Agreement have been  
11 made. A 25% holdback of any fees awarded will be ordered pending a final accounting as  
12 required by the District’s Procedural Guidance for Class Action Settlements, available at  
13 <https://www.cand.uscourts.gov/forms/procedural-guidance-for-class-action-settlements/>.

14           17.     The question of a cy pres award is deferred and the parties are directed to do a  
15 second round of distributions to the class if the administrative cost is reasonable. The parties will  
16 address this issue in a statement to be filed with the Court no later than July 14, 2022.

17           18.     The Court approves and orders payment of \$25,000.00 by Defendant Nationstar  
18 Mortgage LLC to the Settlement Administrator, JND Legal Administration for performance of its  
19 settlement claims administration services. Plaintiffs’ Counsel will pay any reasonable and  
20 necessary charges in excess of \$25,000.00.

21           19.     The Releases, which are stated in Section 10 of the Settlement Agreement, are  
22 expressly incorporated herein in all respects and are effective as of the Effective Date. Upon the  
23 Effective Date, the Plaintiff and Settlement Class Members, excluding the excluded individuals  
24 named in Exhibit 1 of this Order, shall have, by operation of this Final Approval Order and  
25 Judgment, fully, finally and forever released, relinquished, and discharged the Released Parties  
26 from all actions, causes of action, claims, demands, obligations, or liabilities of any and every  
27 kind, whether known or unknown, fixed or contingent, against any of the Released Parties arising  
28 out of or relating to any of the Collection Letters and/or credit reporting of the loans after a short

1 sale or foreclosure that were or could have been asserted by the Class Representative or Class  
2 Members in the Action. This release includes, but is not limited to, claims for statutory or  
3 regulatory violations, the Rosenthal Fair Debt Collection Practices Act, the California Consumer  
4 Credit Reporting Act, the Unfair Competition Law, the False Advertising Law, unfair, abusive, or  
5 deceptive act or practice claims, tort, contract, or other common law claims, or violations of any  
6 other related or comparable federal, state, or local law, statute, or regulation, and any damages  
7 (including compensatory damages, special damages, consequential damages, punitive damages,  
8 statutory penalties, attorneys' fees, costs) proximately caused by or attributable thereto, directly or  
9 indirectly, and any equitable, declaratory, injunctive, or any other form of relief (the "Released  
10 Claims").

11 20. Plaintiffs and all Settlement Class Members are barred and permanently enjoined  
12 from (a) filing, commencing, prosecuting, intervening in, promoting, or participating (as class  
13 members or otherwise) in any lawsuit in any jurisdiction against any of the Released Parties based  
14 on any of the Released Claims; and (b) organizing Settlement Class Members who have not been  
15 excluded from the Settlement Class into a separate class for purposes of pursuing as a purported  
16 class action any lawsuit (including by seeking to amend a pending complaint to include class  
17 allegations, or seeking class certification in a pending action) against any of the Released Parties  
18 based on any of the Released Claims.

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

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

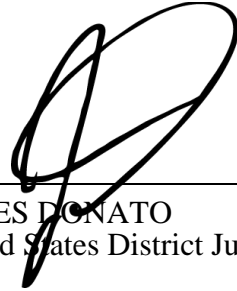
27 23. This Judgment is intended to be a final disposition of the above captioned action in  
28 its entirety, and is intended to be immediately appealable.

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24. The Court will 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: May 27, 2022



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JAMES DONATO  
United States District Judge

United States District Court  
Northern District of California

**EXHIBIT 1—EXCLUSIONS**

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

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

United States District Court  
Northern District of California