

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</p> <p>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.

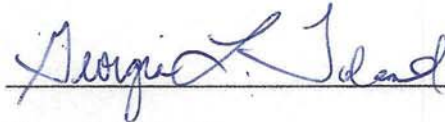
CLASS REPRESENTATIVES

DATED: December 20, 2020



Taquelia Washington Toland

DATED: December 20, 2020



Georgia Toland

DEFENDANTS

DATED: December __, 2020

Nationstar Mortgage LLC

By:

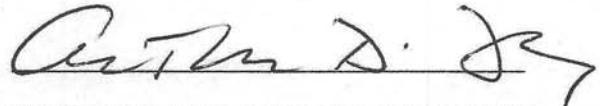
DATED: December __, 2020

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

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Taquelia Washington Toland

DATED: December __, 2020

Georgia Toland

DEFENDANTS

DATED: December __, 2020

Nationstar Mortgage LLC

By: 

DATED: December __, 2020

Veripro Solutions Inc.

By: 

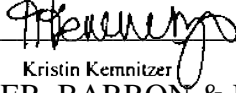
APPROVED AS TO FORM:

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.*