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Individually and on Behalf of All Others Similarly Situated
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15 UNITED STATES DISTRICT COURT
16 FOR THE NORTHERN DISTRICT OF CALIFORNIA
17

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

20 Plaintiffs,
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22 vs.

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

25 Defendants.
26 _____/

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

CLASS ACTION

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

Date: April 15, 2021

Time: 10:00 a.m.

Courtroom 11, 19th Floor

Hon. James Donato

Complaint Filed: March 24, 2017

27 The motion for preliminary approval of the proposed class action settlement between
28 plaintiffs Taquelia Washington Toland and Georgia Toland, on the one hand, and defendants

1 Nationstar Mortgage LLC and Veripro Solutions Inc. on the other hand, came before this Court for
2 hearing on April 15, 2021. Having considered the motion and the documents filed in support
3 thereof, and good cause therefor appearing, the Court grants the motion and rules as follows:

4 1. The Court has reviewed the terms of the Parties' Settlement Agreement and
5 Release (the "Settlement") and preliminarily finds that the Settlement appears sufficiently fair,
6 reasonable, and adequate to warrant dissemination of class notice of the proposed settlement and
7 scheduling a formal fairness hearing. The Court finds that the Settlement contains no obvious
8 deficiencies and that the Parties entered into the settlement in good faith, following arm's length
9 negotiations between their respective counsel. The Court adopts the definitions set forth in the
10 Settlement and all defined words or phrases used in this Order shall have the same meaning as in
11 the Settlement.

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

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

- 27 (a) to secure payment of the purchase price of a dwelling
28 (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

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- (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”).

3. Pursuant to Rule 23(c)(2)(B) and Rule 23(e) of the Federal Rules of Civil Procedure, the Court orders that the Class be given notice of the pendency of this action and the Parties’ proposed Settlement.

4. The Court orders that members of the Credit Reporting Subclass will be identified by Nationstar first conducting a search of its electronic records for all junior loans or home equity lines of credit secured by property in California that were charged off during the Class Period. (Settlement Agreement and Release (“SAR”) ¶ 2.2(a) [a copy of the SAR is attached as Exhibit A to the Kristin Kemnitzer filed as Doc. No. 117-1].) This represents the outer limit of junior loans that could have had a foreclosure or short sale during the class period. Nationstar estimates there will be approximately 7,000 to 8,000 such loans.

5. Next, the Court orders that for each such loan identified by Nationstar, Veripro will order a CoreLogic Property Lien Securitization Scrub to determine whether the property currently remains secured by the lien of the junior mortgage or home equity line of credit so charged off by Nationstar. (SAR ¶ 2.2(b).) Loans that are confirmed as secured will be excluded from the Credit Reporting subclass. (Id.) Loans that are unsecured or inconclusive will be included in the Credit Reporting Subclass. (SAR ¶ 2.2(c).) Additionally, all members of the collection letter subclass whose loans were previously serviced by Nationstar will be included in the Credit Reporting Subclass. (Id.)

6. The Court finds that the Class Notice dissemination procedure set forth in Section VI of the Settlement Agreement (i) is the best practicable notice; (ii) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and of their right to object or to exclude themselves from the proposed Settlement; (iii) is reasonable and

1 constitutes due, adequate and sufficient notice to all persons entitled to receive notice; and (iv)
2 meets all applicable requirements as set forth by law. Thus, the Court adopts and incorporates the
3 Class Notice dissemination procedures set forth in Section VI of the Settlement Agreement into
4 this Order.

5 7. Following the April 15, 2021 hearing on the motion for preliminary approval, the
6 parties simplified the Class Notice by making it easier to read and digest and further explaining
7 the settlement terms. The revised Class Notice provides recipients four options for obtaining
8 further details about the settlement, without necessarily having to read past the second page: (i) the
9 FAQs on the following pages; (ii) the settlement website; (iii) the voice recognition telephone line
10 the Administrator is establishing; and/or (iv) by directly emailing or telephoning Class Counsel
11 with questions. The revised Class Notice also clarifies that the “Response Deadline,” which is 100
12 days after preliminary approval, shall in no case be less than 60 days after mailing of the Notices.
13 The Court approves these changes, as set forth in the approval of the revised Class Notice attached
14 as Exhibit 2 to the Agreement.

15 8. The Court orders that, because the Credit Reporting Subclass is expected to be
16 7,000-8,000 loans and the parties cannot economically identify them through an automated
17 process within the parameters of the settlement, a Claim Form is needed to identify the subclass
18 members that are entitled to the credit reporting relief. As a result, the settlement requires Credit
19 Reporting Subclass members who are not also Collection Letter Subclass members to self-identify
20 via the Claim Form.

21 9. Following the April 15, 2021 hearing, the parties streamlined the Claim Form into a
22 one-page attestation instead of a questionnaire in order to make it easier for class members to
23 submit claims. The Court finds that it provides incentives for members of the Credit Reporting
24 Subclass to submit claims, given the nature of the claim at issue and the valuable relief being made
25 available.

26 10. The Court approves the revised Claim Form attached as Exhibit 1 to this Order and
27 the creation of a Settlement Website by the Settlement Administrator. The Court also approves
28 the revised Class Notice attached as Exhibit 2 to this Order.

1 11. The Court orders that the Class Administrator include an online portal on the class
2 action website to allow Class Members to submit the Claim Form online.

3 12. In addition to the online Claim Form portal, the Court also orders that a reminder
4 postcard shall be sent to all Credit Reporting Subclass Members approximately forty (40) days
5 after the initial Class Notice mailing, approximately three weeks before the close of the at least 60-
6 day claim response period.

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

11 14. JND estimates that the cost of the online Claim Form will run between \$5,500 -
12 \$7,500, plus an additional \$200 per month to host the website. JND estimates that the cost of the
13 postcard reminder will run approximately \$3,000. The settlement provides a \$25,000 cap on
14 Defendants' contribution toward notice and administration. Because the Administrator's cost
15 estimate already exceeds \$25,000 without the addition of the online Claim Form and postcard
16 reminder, the Court orders Class Counsel to pay notice and administration costs exceeding
17 \$25,000.00.

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

22 16. The Court sets the deadline for filing the final approval motion as twenty-one (21)
23 days before the Fairness Hearing. The application for the Attorneys' Fee Award and Service
24 Award shall be filed no later than the date on which the Class Notice is mailed.

25 17. The Court sets 100 days after the entry of this Order or 60 days after the mailing of
26 Class Notice, whichever is later, as the deadline by which Class Members must submit any (i)
27 Claim Form; (ii) request for exclusion from the Settlement Class; or (iii) objection to the
28 Settlement or to the Attorneys' Fee Award.

1 18. The Court sets as seven (7) days before the Fairness Hearing as the deadline for
2 filing any reply memorandum in further support of final approval of the proposed Settlement or
3 the Attorneys' Fee Award application.

4 19. Any Class Member who wishes to be excluded from the Settlement Class must
5 comply with the requirements of Section 8.1 of the Settlement Agreement. Any Class Member
6 who does not submit a timely written request for exclusion from the Settlement Class will be
7 bound by all proceedings, orders, and judgments in the Action, even if such Class Member has
8 previously initiated or subsequently initiates individual litigation or other proceedings
9 encompassed by the Release.

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

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

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

23 23. This Order shall become null and void, and shall be without prejudice to the rights
24 of the Parties, all of whom shall be restored to their respective positions existing immediately
25 before this Court entered this Order, if (i) the proposed Settlement is not finally approved by the
26 Court, or does not become Final (as defined in the Settlement Agreement), pursuant to the terms
27 of the Settlement Agreement; or (ii) the Settlement Agreement is terminated pursuant to the terms
28 of the Settlement Agreement for any reason. In such event, and except as provided therein, the

1 proposed Settlement and Settlement Agreement shall become null and void and be of no further
2 force and effect; neither the Settlement Agreement nor this Order shall be used or referred to for
3 any purpose whatsoever; and the Parties shall retain, without prejudice, any and all objections,
4 arguments, and defenses in the Action.

5 24. This Order shall not be construed or used as an admission, concession, or
6 declaration by or against Defendant of any fault, wrongdoing, breach, or liability, or by or against
7 Plaintiffs or the Settlement Class Members that their claims lack merit or that the relief requested
8 in this Action is inappropriate, improper, or unavailable, or as a waiver by any party of any
9 defenses they may have.

10 25. The Court authorizes the Parties to take all necessary and appropriate steps to
11 implement the Settlement Agreement.

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13 Dated: _____, 2021

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HON. JAMES DONATO
United States District Judge

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EXHIBIT 1

CLASS ACTION SETTLEMENT CLAIM FORM

To: [name(s) of loan signatory]
Date of Mortgage or Loan: []
Address of Property Securing the Mortgage or Loan: []
Mortgage or Loan Number:[] Claim No.: []

PLEASE READ THE STATEMENT BELOW CAREFULLY, WHICH IS UNDER PENALTY OF PERJURY. IF YOU TRUTHFULLY MEET ALL CONDITIONS IN THE BELOW STATEMENT, SIGN AND DATE THIS FORM, AND RETURN YOUR FORM TO THE CLAIMS ADMINISTRATOR.

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

WHERE TO SUBMIT THIS FORM: MAIL TO _____ OR EMAIL TO _____. YOU MAY ALSO FILL OUT THIS CLAIM FORM ONLINE AT [INSERT WEBSITE URL].

STATEMENT OF QUALIFICATION

I/we obtained a second mortgage or home equity line of credit, secured by a deed of trust, on property located in California. I/we used the second mortgage or home equity line of credit to pay all or part of the purchase price of the property at the time I/we originally purchased that property. I/we moved into and lived in the property, which I/we purchased to use as my/our primary residence. I/we do not currently own the property. The property was sold through a foreclosure or short sale.

ATTESTATION 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 the above Statement of Qualification is true and correct.

Signature of Borrower

Date (mm/dd/yy)

Signature of Borrower

Date (mm/dd/yy)

EXHIBIT 2

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

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

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. The Settlement is only proposed and must be approved by the Court before it can become effective.

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. A “short sale” happens when a lender approves your sale of your property to another person for less than the amount owed on your loan or loans. Defendants strongly deny any claims of wrongdoing but have agreed to settle the lawsuit to avoid the burden and cost of further litigation.

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 purchase a home (b) of four units or fewer and which (c) was occupied entirely or in part by you, and, (d) after a foreclosure or short sale of the home, Defendants sent you certain Collection Letter(s) between March 24, 2013 and [REDACTED], 2020.

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 as having an outstanding balance owing and/or otherwise as currently delinquent following a foreclosure or short sale between March 24, 2013 and [REDACTED], 2020.

A SUMMARY OF YOUR RIGHTS AND CHOICES

You May:	Summary:	DEADLINE for you to comply:
<p>Collection Letter Subclass Members Receive Benefits Automatically</p>	<p>If you are a member of the Collection Letter Subclass, Defendants will pay you the sum of \$150 automatically. 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 also 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. <u>For more details: see FAQ 1 below.</u></p>	<p>None</p>

<p>Submit a Claim Form to Recover Credit Reporting Relief</p>	<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, you must complete and submit the accompanying Claim Form in order to obtain the credit reporting relief. If you qualify for credit reporting relief, 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. You may also fill out the Claim Form and submit it online at [insert website URL]. If you do not timely submit a valid Claim Form, Nationstar will not submit any credit reporting changes for you, and you will be bound by the terms of the Settlement Agreement and Final Judgment. <u>For more details: see FAQs 2 & 3 below.</u></p>	<p>[100 days following entry of Preliminary Approval Order, but no less than 60 days from the mailing of this Notice]</p>
<p>Ask to Be Excluded</p>	<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. <u>For more details: see FAQ 5 below.</u></p>	<p>[100 days following entry of Preliminary Approval Order, but no less than 60 days from the mailing of this Notice]</p>
<p>Submit an Objection</p>	<p>You may remain a Settlement Class Member and object to the Settlement. If the Settlement is approved over your objection, however, you will be bound by the Settlement 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 6 below.</u></p>	<p>[100 days following entry of Preliminary Approval Order, but no less than 60 days from the mailing of this Notice].</p>

FOR MORE INFORMATION AND ANSWERS TO YOUR QUESTIONS

- You will find answers to Frequently Asked Questions on the following pages.
- You can visit the Settlement website. [Click here](link to www._____.com).
- You can call the Interactive Voice Recognition information line at _____.
- You can contact Class Counsel at yes@yesquire.com or (866) 576-4999.

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

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@yesquire.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.

FREQUENTLY ASKED QUESTIONS (FAQS) AND ANSWERS

The following FAQs are addressed below:

1. **What are the terms of the proposed Settlement?**
2. **Why would I have to submit a Claim Form and how do I do it?**
3. **What is the credit reporting relief?**
4. **If I remain in the Settlement Class, what do I give up?**
5. **How do I exclude myself from the Settlement Class?**
6. **Can I object to the Settlement?**
7. **When is the Final Approval Hearing?**
8. **What if I want to attend the Final Approval Hearing?**
9. **Does the Settlement Class have a lawyer?**
10. **How will Class Counsel be paid?**
11. **Will the Class Representatives receive any payments in addition to the Settlement Benefits?**
12. **How can I get more information?**

1. 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 automatically pay each member of the Collection Letter Subclass \$150.
- Defendants will automatically refund to each member of the Collection Letter Subclass any amounts paid to Veripro on the loan after a Collection Letter was sent.
- 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. Depending on your circumstances, this may improve your credit score. 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.
- 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 or 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.

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

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 Form, 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 one of the following three 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, , but no less than 60 days from the mailing of this Notice]; 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, but no less than 60 days from the mailing of this Notice]; or 3) By submitting the Claim Form online at [insert website URL] [100 days following entry of the Order Preliminarily Approving the Settlement, but no less than 60 days from the mailing of this Notice]. **The mailing and email addresses for sending the Claim Form are listed on the Claim Form.**

3. What is the credit reporting relief?

- If the Court grants final approval of the Settlement, Nationstar will, for all eligible Collection Letter Subclass Members and Credit Reporting Subclass Members, request that the credit reporting agencies to which it reports update their reporting for all such accounts to a current outstanding loan balance and current amount past due of zero dollars, if your Nationstar account continues to appear on your credit reports. This may improve your credit score, depending on your circumstances. The specific information that Nationstar will report is as follows:
 - 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.

4. 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.

5. 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, but no less than 60 days from the mailing of this Notice]; (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 Class Member 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, but no less than 60 days from the mailing of this Notice]**. 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.

6. 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 or credit reporting relief will be provided 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 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. All objections must be mailed or postmarked on or before **[100 days following entry of the Order Preliminarily Approving the Settlement, but no less than 60 days from the mailing of this Notice]**.

The address to mail your Objections is below:

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) the case name and number (*Toland v. Nationstar Mortgage LLC*, Case Number 3:17-cv-02575-JD),
- (4) a statement of the position you wish to assert, including the factual and legal grounds for your objections;
- (5) 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;
- (6) the name(s) of any attorney(s) representing you; and
- (7) 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/telhrq/>, a few days before the scheduled hearing date. **You may also contact Class Counsel for information as set forth in FAQ 12 below.**

7. 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/telhrq/>, 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.

8. 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/telhrq/> **You may also contact Class Counsel for information as set forth in FAQ 12 below.**

9. 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
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Oakland, CA 94611
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Kristin Kemnitzer
KEMNITZER, BARRON & KRIEG LLP
42 Miller Avenue, Third Floor
Mill Valley, CA 94941
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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.

10. How will Class Counsel be paid?

Class Counsel will apply to the Court for an award of Attorneys’ Fees and Expenses not to exceed \$390,000, for all services provided on behalf of the Class Representatives and the Settlement Class. Any amount awarded will be paid separately by Defendants and not reduce your benefits under the settlement. 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).

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

Class Counsel will 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. Any amount awarded will be paid separately by Defendants and not reduce your benefits under the settlement. The Court will determine the amount of the award.

MORE INFORMATION

12. 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.