

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JACKERLY MCFADDEN, CELINDA LAKE,
MARY MONTGOMERY, and LILLIAN
NELSON, *On Behalf of Themselves and All*
Others Similarly Situated,

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC,
d/b/a MR. COOPER,

Defendant.

Case No. 1:20-cv-00166

PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT

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Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson, individually and on behalf of the proposed Settlement Class, hereby moves, pursuant to Rule 23(e)

for preliminary approval of the class action settlement. This motion is based on the attached Memorandum of Points and Authorities, as well as the following supporting documents:

Appendix A: Summary of Similar Settlements

Declaration of Kristen Simplicio & Exhibit 1 (Settlement Agreement)¹ and Exhibit 2 (Resume of Tycko & Zavareei LLP)

Declaration of James Kauffman & Exhibit A (Resume of Bailey & Glasser LLP)

Declaration of Ryan Aldridge

Dated: September 28, 2023

Respectfully submitted,

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¹ A proposed order is attached as Exhibit C to the Settlement Agreement.

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NATIONSTAR MORTGAGE LLC,
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**PLAINTIFFS' MEMORANDUM OF POINTS AND AUTHORITIES
IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

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I. INTRODUCTION

Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson, individually and on behalf of the proposed Settlement Class,¹ seek preliminary approval of a proposed Settlement of claims against Defendant Nationstar Mortgage LLC, d/b/a Nationstar (“Nationstar”), together (the “Parties”). While there has been a large number of settlements against mortgage servicers over their practice of charging “convenience fees” or “Pay-to-Pay fees” to borrowers who pay their mortgage online or over the phone, the settlement reached here is one of the most generous to date.

The Settlement Agreement (the “SA”), if approved, will establish (a) a DC Class limited to borrowers on residential mortgage loans secured by properties located in the District of Columbia, estimated to be 5,767 separate Convenience Fees (the “DC Class”); and (b) Nationwide Class of borrowers on residential mortgage loans secured by properties in the United States (other than the District of Columbia) (the “Nationwide Class”), and will provide (c) injunctive relief from charges going forward.

First, the Parties’ settlement agreement contains a total Class Cash Settlement Amount of \$3,587,254 (the “Common Fund”), inclusive of all costs including class administration costs (which include the costs associated with CAFA notices), attorney fees and costs, and class representative service awards. The Settlement consists of three parts: (1) a “D.C. Component” of \$1,441,750, which represents \$250 for each of the 5,767 instances in which a D.C. Class Member paid a Fee that are known to Defendant at the time of settlement; (2) a “Nationwide Component” of \$1,966,213, which represents 35% of the \$5,617,750 in Fees known to Defendant to have been

¹ Unless otherwise specifically defined herein, all capitalized terms have the same meanings as those set forth in the parties’ Settlement Agreement, attached as Exhibit 1 to the Declaration of Kristen Simplicio (“Simplicio Decl.”).

paid by members of the Nationwide Class at the time of settlement; and (3) a “Residual Component” of \$179,291 to be used to cover Administrative Costs and other court-approved attorneys’ expenses. SA at § 5.1. While the amounts to be paid to the two groups of Class Members differ, the value that each group is receiving is at the higher range of comparable settlements (summarized in Appendix A), and exceeds the amounts that Nationstar paid in comparable settlements in the last several years.

Second, the Settlement includes valuable non-monetary injunctive relief. Nationstar ceased charging or collecting Convenience Fees to certain FDCPA borrowers in or around May 2018—and as of July 1, 2022, it ceased the collection of Convenience Fees from any borrower in the country, in part because of this lawsuit. In addition to that one-year period, and as a result of this Settlement, Nationstar agrees to refrain from the charging or collection of Convenience Fees from borrowers for a period of at least six additional months after entry of the Final Approval Order, which constitutes approximately two years of injunctive relief in total.

The proposed Settlement should be preliminarily approved. The settlement provides substantial monetary relief to the DC Class and Nationwide Classes, as well as significant injunctive relief stopping a major mortgage loan servicer from charging of Convenience Fees for approximately two years while continuing to offer free electronic payment services to borrowers. Indeed, the injunctive relief will save Settlement Class Members significant monetary expense as they pay their mortgages in the future. This relief was secured by experienced and informed counsel after nine months of settlement negotiations, including two mediations before an independent mediator. As such, the proposed Settlement warrants preliminary approval, as the terms are fair, reasonable, and adequate. Accordingly, Plaintiffs request that the Court (1) preliminarily approve the proposed Settlement, (2) certify the Settlement Class for settlement

purposes only, (3) appoint Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson as Class Representatives, (4) appoint Hassan A. Zavareei and Kristen G. Simplicio of Tycko & Zavareei LLP, James L. Kauffman of Bailey Glasser LLP, as Class Counsel, and (5) appoint EAG Gulf Coast, LLC as the Settlement Administrator and order that Class Notice be distributed to the Settlement Class, and (6) schedule a Final Approval Hearing. Nationstar does not oppose the relief sought in this Motion.

II. BACKGROUND

To challenge Nationstar's practice of charging and collecting convenience fees from borrowers paying their monthly mortgage by phone or online, Plaintiffs commenced an action in the District of Columbia. On January 22, 2020, Plaintiffs McFadden and Wilson initiated a class action lawsuit in the District Court of the District of Columbia. *See* ECF No. 1. Nationstar moved to dismiss the complaint on March 30, 2020. ECF No. 13. Plaintiffs opposed Nationstar's motion to dismiss on April 13, 2020 (ECF No. 15), and Nationstar filed its reply in support of its motion to dismiss on April 20, 2020. ECF No. 18. On July 30, 2021, Magistrate Judge Faruqui issued a report and recommendation denying Nationstar's motion to dismiss (ECF No. 42), which the Court adopted on March 31, 2022. ECF No. 51. Plaintiff Wilson passed away, ECF No. 59, and on December 16, 2022, Plaintiffs Lake, Montgomery, and Nelson joined the lawsuit, and along with McFadden, they filed the First Amended Complaint. *See* ECF No. 64.

On March 23, 2023, the parties mediated before Stephen J. Dalesio. SA at § 2.3. The mediation began at 9 AM (Eastern time) and continued for approximately 6 hours. In the months preceding this mediation, the parties had had numerous discussions and Nationstar undertook efforts to compile data on the class size and fees paid. Although this mediation did not resolve the claims in this case, the parties continued to negotiate over the next several months, exchanging

information, additional discovery, and legal argument. The parties again formally mediated Plaintiffs' claims before Stephen J. Dalesio on July 12, 2023 for another four hours, and in the days that followed, reached an agreement on all material terms. *Id.* Class Counsel entered the mediation fully informed of the merits of Settlement Class members' claims and were prepared to continue to litigate rather than accept a settlement that was not in the Plaintiffs' and Settlement Class's best interests. After these hard-fought negotiations, where both sides made presentations to the mediator and all attendees, the parties reached an agreement on all material terms, including the amount of the Common Fund. Class Counsel prepared the first draft of the Settlement Agreement, and the parties then negotiated the precise terms and language of the Agreement now before the Court.

III. THE SETTLEMENT AGREEMENT

A. The Proposed Class

The Settlement Agreement contemplates certification of the following Settlement Class for settlement purposes only:

- (a) The D.C. Class is defined as all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or interactive voice recognition (IVR) during the applicable statute of limitations. The D.C. Class consists of borrowers on 780 accounts, who in 5,767 instances paid convenience fees to make payment by telephone.
- (b) The Nationwide Class is defined to include all borrowers on residential mortgage loans secured by properties in the United States (other than the District of Columbia) which were:
 - (i) 30 days or more delinquent on loan payment obligations when Mr. Cooper acquired servicing rights;
 - (ii) 30 days or more delinquent on loan payment obligations when any of Mr. Cooper's predecessors in interest acquired servicing rights; and/or

(iii) insured by the Federal Housing Administration.²

Simplicio Decl. Ex. 1; Settlement Agreement at §4.1.

1. Monetary Benefits

The Settlement Agreement provides monetary benefits in the form of a Common Fund of \$3,587,254, from which shall be paid (1) all payments to Settlement Class members, (2) all Administrative Costs, (3) any taxes owed by the Gross Settlement Amount (but not any taxes owed by any individual Class Counsel, Plaintiffs, or Settlement Class Members), (4) any Fee and Expense Award approved by the Court, and (5) any Service Awards to the Class Representatives approved by the Court. *See* SA at § 5. The Settlement consists of three parts: (1) a “D.C. Component” of \$1,441,750, which represents \$250 for each of the 5,767 instances in which a D.C. Class Member paid a Fee that are known to Defendant at the time of settlement; (2) a “Nationwide Component” of \$1,966,213, which represents 35% of the \$5,617,750 in Fees known to Defendant to have been paid by members of the Nationwide Class at the time of settlement; and (3) a “Residual Component” of \$179,291 to be used to cover Administrative Costs and other court-approved attorneys’ expenses. *Id.* at § 5.1. After payment of costs of administration and notice and any fees, expenses, and service award authorized by the Court, the Net Common Fund will be distributed to Settlement Class Members as described below. *Id.* at § 7.

Settlement Class Members do not have to submit claims or take any other affirmative step to receive benefits under the Settlement. Instead, Nationstar will provide the Settlement Administrator with a Settlement Class Member List that includes the names, last known mailing addresses, the last known email addresses of the Settlement Class Members (if the Court’s

² The Settlement Class excludes deceased class members, class members in bankruptcy, and class members included in the settlements reached in the Contreras Action or the Vannest Action.

Preliminary Approval Order provides for email notice), and the dates and amounts of each Convenience Fee paid during the Class Period. *Id.* at § 10.1

2. Injunctive Relief

In addition to the monetary relief, the Settlement Agreement also includes important and valuable injunctive relief. Nationstar ceased charging or collecting Convenience Fees to certain FDCPA borrowers in or around May 2018, and as of July 1, 2022, Nationstar ceased the collection of Convenience Fees from any borrower in the country, in part because of this lawsuit. In addition to that one-year period, and as a result of this Settlement, Nationstar agrees to refrain from the charging or collection of Convenience Fees from borrowers for a period of at least six additional months after entry of the Final Approval Order, which constitutes approximately two years of injunctive relief in total.

As set forth in Appendix A, this settlement achieves a remarkable result. While most of the cases listed in Appendix A were resolved by Class Counsel involve similar results of around 30-35% of the amount of fees collected and 2-3 years of changed practices, and have been approved by courts around the country, here, we have secured approximately 35% of the amount of Fees paid by the Nationwide Class, as well as \$250 per Fee paid by the members of the D.C. Class. The relief here stands in stark contrast to other cases, such as *McWhorter v. Ocwen Loan Servicing LLC*, No. 2:15-cv-01831 (N.D. Ala.) and *Morris v. PHH Mortg. Co.*, No. 0:20-cv-60633 (S.D. Fla.), where the settlements included amendments to class members' notes, permitting the fees to be charged going forward. *See App'x A.*

B. Settlement Administrator and Administration Costs

Subject to Court approval, the Settlement Administrator is EAG Gulf Coast, LLC ("EAG"), a leading class action administration firm in the United States. *Simplicio Decl.* ¶ 32. While the

parties reviewed proposals from two prominent settlement administrators before deciding on EAG based on overall cost and value to the Settlement Class, Class Counsel's decision-making was informed by their experience consulting numerous prominent settlement administrators while managing other similar settlements against other mortgage servicers. *Id.* The proposals included proposals for email and postcard notice, as well as a long form notice to be available on a settlement website, along with a toll-free number for Settlement Class Members to call for information about the Settlement. *Id.* EAG is able to offer the option for Settlement Class Members to elect to receive their distributions via digital payment as well as paper check. *Id.* This option will reduce the cost of administration and increase the speed at which Settlement Class members can be paid. *Id.*

All Administrative Costs shall be paid from the Gross Common Fund. SA at § 5.1(c). Currently, the costs of notice are estimated to be approximately \$150,000, though this amount may increase or decrease, depending on things like the rate of digital payment election and notice bouncebacks. Simplicio Decl. ¶ 33. The Settlement Administrator will oversee the provision of Class Notice to the Settlement Class Members and administration of the Common Fund, and handle the CAFA Notices

C. Class Member Release

In exchange for the benefits conferred by the Settlement, all Settlement Class Members will be deemed to have released the Released Entities from all claims that were or could have been asserted by the Class Representatives or Settlement Class Members arising out of, based upon, or related to the charging, collection, or attempted collection of Convenience Fees, up until the Effective Date, which the Settlement Class Member ever had or may discover in the future. SA at

§ 17.1-17.4. The release is appropriately tailored, in that it covers claims arising from the identical factual predicate to the claims asserted in the operative Complaint.

D. Proposed Plan of Notice

The parties' proposed Notice Plan is designed to reach as many Settlement Class Members as possible and is the best notice practicable under the circumstances of the instant case. *Simplicio Decl.* ¶¶ 31, 34. Within 14 days or such other time as provided in the Preliminary Approval Order, Nationstar, at its own expense, will compile the Settlement Class Member List and provide it to the Settlement Administrator and Class Counsel. SA at § 8.4. As soon as practicable but starting no later than thirty (30) days after receipt of the Settlement Class Member List, the Settlement Administrator shall cause the Email Notice to be sent to all Settlement Class Members for whom the Settlement Class Member List includes an email address. *Id.*

As soon as practicable but starting no later than twenty-one (21) days of the entry of an order granting preliminary approval of the Settlement, the Settlement Administrator shall cause the Postcard Notice to be sent to all Settlement Class Members for whom no email address appears on the Settlement Class Members List. *Id.* at § 10.1. If the Postcard Notice is returned with a forwarding address, the Settlement Administrator shall promptly remail the Postcard Notice to that forwarding address. *Id.* If the Postcard Notice is returned undeliverable without a forwarding address, the Administrator shall perform a National Change of Address Registry and LexisNexis/Death Records Search, and the Settlement Administrator shall remail such Postcard Notices upon discovery of a valid mailing address for the Settlement Class Member. *Id.* The Settlement Administrator shall also mail or email the Long Form Notice to any Settlement Class member who requests a copy. *Id.* at § 3.22.

Prior to the date on which the Settlement Administrator mails the Postcard Notice, the Settlement Administrator shall establish the Settlement Website. *Id.* Class Counsel will ensure that the Settlement Website shall contain: (1) the Long Form Notice in downloadable PDF format in both English and Spanish; (2) the Long Form Notice in HTML format with a clickable table of contents, described as answers to frequently asked questions; (3) contact information for the Settlement Administrator, and addresses and telephone numbers for Class Counsel and Nationstar' Counsel; (4) the Settlement Agreement; (5) the signed Preliminary Approval Order and publicly filed motion papers and declarations in support thereof; (6) the operative complaints; and (7) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any motion papers and declarations filed publicly in support thereof. The Settlement Website shall remain accessible until 30 days after the Settlement Administrator has completed its obligations under the Settlement Agreement.

Class Counsel has also asked that the Settlement Administrator to establish a 24-hour toll-free telephone line with information about frequently asked questions about the Settlement. The number shall be included in the Class Notice and posted on the Settlement Website.

The Settlement Administrator will also ensure that the necessary notice is provided to any state and federal officers as required by the Class Action Fairness Act, 28 U.S.C. § 1715. *Id.*

The Notices will also apprise the Settlement Class Members of their right to receive their Settlement Payment via an electronic payment method. *Id.* at § 10.2. To incentivize the election of the electronic payment method, thereby reducing administrative costs associated with uncashed checks and promoting efficiency in the claims administration process, the Notices will advise that any Settlement Class Member who elects electronic payment will be eligible to receive a secondary distribution in the event funds remain in the Common Fund after payment of all attorneys' fees

and expenses, administrative costs, incentive awards, and the clearance/expiration of any payments and checks associated with the Settlement Payments. *Id.* In consultation with Class Counsel, the Settlement Administrator shall undertake reasonable, cost-effective efforts to provide additional reminders to encourage the election of electronic payment options.

E. Opt-Outs and Objections

The Class Notice will advise Settlement Class Members of their right to opt out of the Settlement or to object to the Settlement and/or to Class Counsel's application for attorneys' fees, costs, and expenses and/or Service Award to the Class Representative, and of the associated deadlines. SA at § 10.3.

Settlement Class Members who choose to opt out must submit a written request for exclusion. *Id.* The Notices shall also apprise the Settlement Class Member of his/her right to opt out of the Settlement Class, of his/her right to object to the Class Settlement, of the fact that any objections or opt outs must be sent to the Administrator and postmarked no later than twenty-one (21) days prior to the Final Approval Hearing, and that any failure to object or to opt out in accordance with applicable deadlines for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class or to appeal from the Final Approval Order. *Id.* at § 10.3. Any request for exclusion must include the name of the case, and the name, address, phone number, and signature of the borrower or borrowers seeking exclusion and must contain language clearly indicating a request for exclusion. *Id.* If there are co-borrowers on the loan all co-borrowers must sign the request for exclusion. *Id.* Any Settlement Class Member who does not submit a request to opt out in accordance with the deadlines and other requirements will be bound by the Settlement absent a court order to the contrary. *Id.*

Settlement Class Members who wish to object to the Settlement must mail a written objection, postmarked on or before twenty-one (21) days prior to the Final Approval Hearing, to the Settlement Administrator. *Id.* at § 10.3. All objections must be in writing and personally signed by the Settlement Class Member and include: (1) the objector's name, address, email address if any, and telephone number; (2) the case caption; (3) the specific factual basis and legal grounds for the objection; (4) a list of all cases in which the objector has objected to a class action settlement, including case name, court, and docket number; (5) if the objector is represented by counsel, a list of all cases in which the objector's counsel has represented an objector in objecting to a class action settlement, case name, court, and docket number; (6) a statement indicating whether the Settlement Class Member and/or their lawyer(s) intend to appear at the Final Fairness Hearing; (7) a list of witnesses, if any, that the objecting Settlement Class Member intends to call; and (8) whether the objection relates only to the objector, or to a subset of the Settlement Class, or to the entire Settlement Class.

Any Settlement Class Member who has not submitted a timely request for exclusion may appear at the Final Fairness Hearing either in person or through an attorney. However, if the Settlement Class Member intends to appear through counsel, the Settlement Class Member must have submitted a written objection pursuant to this section. Any lawyer who intends to appear at the Final Fairness Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the Response Deadline. Any Settlement Class Member who intends to request the Court to allow him or her to call witnesses at the Final Fairness Hearing must make such a request in a written brief, which contains a list of such witnesses and a summary of their requested testimony.

No person who has opted out of the Settlement may object to it. Any Settlement Class Member who does not provide a timely written objection or who does not make a record of his or her objection at the Final Approval Hearing 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, Fee and Service Awards Application, or the Fee and Expense Award or Service Awards.

F. Attorneys' Fees and Costs and Service Award

The Settlement Agreement contemplates Class Counsel petitioning the Court for attorneys' fees, as well as documented, customary costs incurred by Class Counsel. SA at § 15.1. The Settlement Agreement provides that Class Counsel may seek attorneys' fees in an amount not to exceed one third (33.33%) of the Gross Common Fund as well as reasonable expenses incurred in the litigation subject to Court approval. *Id.* § 7.7. Any approved Fee and Expense Award will be paid from the Gross Common Fund prior to distribution to the Settlement Class Members. *Id.* at § 7.1.

On or before sixty (60) days prior to the Final Approval Hearing, Class Counsel will file a petition for attorneys' fees and costs explaining why the requested Fee and Expense Award is reasonable. Class Counsel will provide lodestar information sufficient for the Court to perform a lodestar cross-check should the Court choose to exercise its discretion to perform one. Nationstar has not agreed to any award of attorneys' fees or expenses and may respond to the Fee and Service Award Application as it sees fit.

Class Counsel may also petition the Court for up to \$7,000 each for Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson as Service Awards as

compensation for their time and effort in the Action. *Id.* at § 7.8. Any approved awards will be deducted from the Gross Common Fund prior to distribution to the Settlement Class Members. *Id.* at § 7.1. Plaintiffs will submit declarations detailing their participation in the Action along with the Fee and Service Award Application.

IV. LEGAL STANDARD FOR PRELIMINARY APPROVAL

Rule 23(e) requires court approval of a class-action settlement. This entails a “three-stage process, involving two separate hearings.” *Ross v. Lockheed Martin Corp.*, 267 F. Supp. 3d 174, 189–90 (D.D.C. 2017). Before the Court may approve a class-action settlement, it “must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties’ showing that the court will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). Rule 23(e)(2), in turn, requires that the settlement be “fair, reasonable, and adequate.” *Id.*

Under the first stage, the Court “make[s] a preliminary determination on the fairness, reasonableness, and adequacy of the settlement terms,” *Ross*, 267 F. Supp. 3d at 194—often referred to as preliminary approval. *See Manual for Complex Litig.* § 21.632 (4th ed. updated 2022). If the Court preliminarily approves the settlement, the next stage is to direct that notice be “sent to the class describing the terms of the proposed settlement and explaining class members’ options with respect to the settlement agreement . . . including the right to object to the proposed settlement.” *Ross*, 267 F. Supp. 3d at 190; *see* William B. Rubenstein, *Newberg on Class Actions* § 13:1 (5th ed. updated 2022). The third and final stage involves a fairness hearing during which the Court examines the settlement and any objections to it, followed by a decision on whether to approve the settlement. *Id.*

A. The Settlement Provides an Exceptional Recovery for the Class. Thus, the Court Should Find That Approval of the Settlement is Very Likely And Direct That Notice Be Provided To Class Members Under Rule 23(E)(1).

Whether to grant preliminary approval a proposed class action settlement “lies within the sound discretion of the district court.” *Stephens v. Farmers Rest. Grp.*, 329 F.R.D. 476, 482 (D.D.C. 2019). That discretion, however, “is constrained by the principle of preference favoring and encouraging settlement in appropriate cases.” *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 16 (D.D.C. 2019); *see also id.* (“Class action settlements are favored as a matter of public policy.”); *United States v. MTU Am. Inc.*, 105 F. Supp. 3d 60, 63 (D.D.C. 2015) (“Settlement is highly favored.”).

The criteria guiding the preliminary-approval determination are supplied by Rule 23(e)(2), which requires consideration of whether “(A) the class representatives and class counsel have adequately represented the class; (B) the proposal was negotiated at arm’s length; (C) the relief provided for the class is adequate”; and “(D) the proposal treats class members equitably relative to each other.” In considering these factors, the Court will also look to “the opinion of experienced counsel.” *Stephens*, 329 F.R.D. at 486; *see also* Fed. R. Civ. P. 23, Advisory Committee Note, 2018 Amendments (observing that the Rule’s enumerated factors were not intended to “to displace any factor” rooted in the case law). Each of these factors strongly supports preliminary approval here.

B. The Class Representatives and Class Counsel Have Vigorously Represented Both Classes Throughout This Litigation Resulting in a Fair and Adequate Settlement.

The first factor examines the adequacy of representation. The adequacy requirement is satisfied when the class representatives will “fairly and adequately protect the interests of the class.” Fed. R. Civ. P. 23(a) (4). Adequacy requires that the named plaintiffs “must not have antagonistic or conflicting interests with the unnamed members of the class” and “must appear able to vigorously prosecute the interests of the class through qualified counsel.” *Nat’l Veterans*

Legal Servs. Program v. United States, 235 F. Supp. 3d 32, 41 (D.D.C. 2017). Only conflicts that are “fundamental to the suit and . . . go to the heart of the litigation” prevent named plaintiffs from satisfying the adequacy requirement. *Keepseagle v. Vilsack*, 102 F. Supp. 3d 205, 216 (D.D.C. 2015). Further, “conflicts will not defeat the adequacy requirement if they are speculative or hypothetical.” *Nat’l Veterans Legal Servs. Program*, 235 F. Supp. 3d at 41.

Here, the Plaintiffs have no conflicts of interest with other class members, and they and their counsel will and have vigorously prosecuted this case on behalf of the class. *See* Simplicio Decl. ¶¶ 4-14; 24-29 (describing Class Counsel’s extensive experience litigating over proposed class actions against mortgage servicers). As previously noted, Class Counsel is particularly experienced in the litigation, certification, trial, and settlement of nationwide class action cases, and mortgage fee cases in particular. Simplicio Decl. ¶¶ 28-29. Given their understanding of the intricacies of consumer finance and mortgage servicing, Class Counsel are qualified, experienced, and able to conduct this litigation. Adequacy is satisfied here.

C. The Settlement is the Result of Arm’s-Length Negotiations.

The next factor examines the negotiation process. It asks whether the negotiations were made at arm’s length or whether there is instead some indication that the settlement could have been the product of collusion between the parties.

Here, “both sides negotiated at arms-length and in good faith,” and “the interests of the class members were adequately and zealously represented in the negotiations.” *Blackman v. District of Columbia*, 454 F. Supp. 2d 1, 9 (D.D.C. 2006) (Friedman, J.). The plaintiffs were represented by class counsel, while lawyers for Nationstar were represented by Troutman Pepper Hamilton Sanders LLP. “Although the mediation occurred before formal fact discovery began,” there had been “significant informal discovery,” which ensured that “the parties were well-

positioned to mediate their claims.” *Radosti v. Envision EMI, LLC*, 717 F.Supp.2d 37, 56 (D.D.C. 2010); *see also Trombley v. Nat’l City Bank*, 759 F. Supp. 2d 20, 26 (D.D.C. 2011) (explaining that “formal discovery is not . . . required even for final approval of a proposed settlement” if “significant factual investigation [had been] made prior to negotiating a settlement”). “[T]he parties reached a settlement only after a lengthy mediation session that was presided over by an experienced mediator,” *Radosti*, 717 F.Supp.2d at 56. Where a settlement is “reached in arm’s length negotiations between experienced, capable counsel after meaningful discovery,” there is a “presumption of fairness, adequacy, and reasonableness.” *Kinard v. E. Capitol Fam. Rental, L.P.*, 331. F.R.D. 206, 215 (D.D.C. 2019).

D. The Settlement Relief Provided to Class Members is Exceptional Under the Circumstances.

The third factor examines “how the relief secured by the settlement compares to the class members’ likely recovery had the case gone to trial.” *Blackman*, 454 F. Supp. 2d at 9–10. This factor focuses in particular on “(i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2); *see also In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d at 16.

The relief provided to class members is exceptional. The settlement provides substantial monetary relief to the DC Class and Nationwide Class, as well as significant injunctive relief stopping a major mortgage loan servicer from charging of Convenience Fees for approximately two years while continuing to offer free electronic payment services to borrowers. Indeed, the injunctive relief will save Settlement Class Members significant monetary expense as they pay

their mortgages in the future.

This would be an excellent outcome for the class even if it were achieved after trial, but it is especially remarkable given the significant costs, risks, and delays posed by pursuing further litigation in the federal court system. As noted above, the Common Fund of \$3,587,214 consists of three parts, representing (1) \$250 for each of the 5,767 instances in which a D.C. Class Member paid a Fee (the D.C. Component of \$1,441,750); (2) 35% of the \$5,617,750 in Fees (the Nationwide Component of \$1,966,213); and (3) \$179,291 to cover Administrative Costs and other court-approved attorneys' expenses (the Residual Component). Without a settlement, the case would be headed for years of litigation and likely appeal, with no guarantee that the class would wind up with any recovery, not to mention the inherent benefits provided by avoiding protracted and costly litigation and time-and-resource-intensive discovery into the remaining issues.

The difference in compensation to the two Settlement Classes is fair and reasonable, and based on informed decisions about the nature of the claims asserted, as well as an analysis of comparable settlements. The DC Class asserts claims under the DC Consumer Protection Procedures Act ("CPPA"), which authorizes statutory damages of \$1,500 per violation. *See* D.C. Code § 28-3905(k)(1)(A)(i). In similar settlements against mortgage servicers in West Virginia, which has a debt collection statute authoring similar statutory damages,³ borrowers have received \$216 or \$220 per violation. *See* Appendix A, Chart 2. In its own settlement of claims involving a West Virginia Class, Nationstar paid class members \$220 per violation, less than what they have agreed to pay DC Class members. *See id.*, Row 17.

The Nationwide Class is also treated fairly. Those Class Members have claims under the

³ The West Virginia Consumer Credit and Protection Act provides for a uniform \$1000 per violation penalty. W. Va. Code § 46A-5-101(1).

FDCPA and for breach of contract; in similar settlements against mortgage servicers for those claims, borrowers have tended to receive between 30-35% of fees paid, with a few higher or lower than that range. *See id.*, Chart 1. Indeed, Nationstar's agreement here to set aside 35% of fees paid is more than what it agreed to pay in other comparable settlements. For example, Nationstar settled a similar lawsuit in 2018 involving FDCPA borrowers at a rate of 32% of fees paid, and another involving borrowers in California, Illinois, and Florida in 2022 at a rate of 22.5% fees paid. *See id.*, Rows 16 and 17. And while class members in a few settlements received more than 35%, these settlements by and large tended to be smaller, single state settlements, and higher percentages are needed to account for higher per-person costs of administration that comes with smaller settlements. *See id.*, Rows 8 and 10. Notably, here, the amounts allotted in each of the components are after the costs of administration, not before.

Thus, both Classes are not only receiving settlements at the high end of the range of comparable settlements, but they are receiving more than what Nationstar itself has paid in comparable settlements, evidencing that neither Class was shortchanged as a result of the other Class's settlement.

The settlement's provision for attorneys' fees and service awards is also reasonable. The settlement provides that the total amount requested in attorneys' fees and expenses will be no more than 33.33% of the aggregate amount of the Common Fund. SA at § 7.7. The settlement further provides that the plaintiffs will request service awards of no more than \$7,000 per class representative. *Id.* at § 7.8.

This Court will have the opportunity to assess the reasonableness of any requested award once it is made. For now, it is enough to note that these provisions ensure that class counsel will request an amount in fees that is reasonable relative to the relief they obtained for the Class.

E. The Settlement Agreement Treats Class Members Equitably.

The fourth factor examines whether the settlement treats class members equitably. This settlement does. It reimburses the DC class on a per transaction basis and Nationwide Class members as a percentage of the net amount collected. This formula for calculating payments is reasonable under the circumstances of this case.

In addition, the settlement is equitable in allowing the class representatives to seek service awards of up to \$7,000, while recognizing that this Court has discretion to award a smaller amount. *See Cobell v. Salazar*, 679 F.3d 909, 922 (D.C. Cir. 2012); *Abraha v. Colonial Parking, Inc.*, 2020 WL 4432250, at *6 (D.D.C. July 31, 2020) (preliminarily approving settlement where “all parties will receive payments according to the same distribution plan and formulas, except for a relatively small additional payment” of \$15,000 per named plaintiff “to compensate them for their time and effort in this litigation”). Service awards “are not uncommon in common-fund-type class actions and are used to compensate plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation.” *Radosti v. Envision EMI, LLC*, 760 F. Supp. 2d 73, 79 (D.D.C. 2011).

F. The Plaintiffs and the Class Counsel Support the Settlement.

The final relevant factor is not enumerated in the text of Rule 23, but it is well-settled in the case law. Under this Court’s cases, “the opinion of experienced and informed counsel should be afforded substantial consideration by a court in evaluating the reasonableness of a proposed settlement.” *Prince v. Aramark Corp.*, 257 F. Supp. 3d 20, 26 (D.D.C. 2017). Counsel for both parties “are clearly of the opinion that the settlement in this action is fair, adequate, and

reasonable,” which only further confirms its reasonableness. *Cohen v. Chilcott*, 522 F.Supp.2d 105, 121 (D.D.C. 2007).

G. The Court Should Approve the Proposed Notice Plan as the Notice and Notice Programs Will Provide Class Members the Best Notice Practicable Under the Circumstances.

The parties’ proposed notice plan is formulated to conform with the procedural and substantive requirements of Rule 23. Due process under Rule 23 requires that class members receive notice of the settlement and an opportunity to be heard and participate in the litigation. *See* Fed. R. Civ. P. 23(c)(2)(B); *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985); *Eisen v. Carlisle and Jacquelin*, 417 U.S. 156, 175-76 (1974) (“[I]ndividual notice must be provided to those class members who are identifiable through reasonable effort.”).

The proposed Notice meets these requirements. It describes the lawsuit in plain English, including the key terms of the settlement, the procedures for objecting to it, and the date of the fairness hearing. SA at § 10. The Notice will also inform them of their right to opt out and the procedures through which they may exercise that right. *Id.* Further, the notices will be distributed in a way that is designed to reach all class members: email notice to all class members for whom the Nationstar has an email address on file, and postcard notice to all class members for whom Nationstar does not have an email address or for whom email delivery was unsuccessful. *Id.* at § 10.1. Relevant case documents will also be available on the settlement website. *Id.* at 3.3 The Class Notice is comprised of direct notice in the form of Email Notice and Postcard Notice. In addition, the Settlement Administrator will establish the Settlement Website, where the Long Form Notice will be available, along with important case documents. And a toll-free telephone number will be available to Settlement Class Members with questions. The operative notice plan is the best notice

practicable and is reasonably designed to reach the Settlement Class Members. *See* Simplicio Decl. ¶¶ 31, 34. And the Notice Plan will be overseen by EAG, a reputable settlement administrator.

Class Counsel have overseen several other settlements against mortgage loan servicers for similar practices for which email notice was used and final approval granted. *See, e.g., Phillips v. Caliber Home Loans, Inc.*, Case No. 0:19-cv-2711, 2022 WL 832085, at *5 (D. Minn. Mar. 21, 2022).

Here, contact information will initially be provided by Nationstar, which, as a mortgage servicer regularly issuing statements to class members, is highly likely to have the most accurate contact information. When combined with a process to confirm addresses through NCOA before sending notice and subsequent skip tracing in the unlikely instance that any notice is returned as undeliverable, the notice program should cause nearly every class member to receive actual notice.

V. CONCLUSION

For the foregoing reasons, Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson request that the Court preliminarily approve the Settlement, enter the Preliminary Approval Order, appoint them as Class Representatives, appoint Tycko & Zavareei LLP and Bailey & Glasser LLP as Class Counsel, direct that Notice be distributed to the Settlement Class, and schedule a Fairness Hearing.

Dated: September 28, 2023

Respectfully submitted,

/s/ Kristen G. Simplicio

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Attorneys for Plaintiffs

Appendix A

APPENDIX A Pay to Pay Settlements

Chart 1: Settlements Based on Percentage of Fees Charged

	Case	Class Size	Funds Made Available	Percentage of Actual Damages	Future Practices	Attorneys' Fees	Service Awards
1	<i>Alexander v. Carrington</i> , 20-cv-00250-MMC (N.D. Cal)*	442,500 (nationwide)	\$18,181,898	35%	As a result of the settlement, Carrington agreed to cease charging Pay-to-Pay Fees for all borrowers in the United States continuing until at least three years after the date the Court grants final approval of the Settlement.	40%	\$5,000 for each named plaintiff (6)
2	<i>Elbert v. Roundpoint</i> , 20-cv-00250-MMC (N.D. Cal)*	123,000 (nationwide)	\$1,600,000	35%	As a result of the settlement, RoundPoint has agreed to cease charging Pay-to-Pay Fees for all borrowers in the United States effective June 1, 2021 and continuing until at least two years after the date the Court grants final approval of the Settlement.	33.33%	\$5,000 for named plaintiff
3	<i>Phillips v. Caliber Home Loans, Inc.</i> , 19-cv-2711 (D. Minn)*	322,404 (nationwide)	\$5 mil Common fund with no reversion	29.38%	As term of Settlement, Defendant agreed to stop charging fees nationwide for two years	33.33%	\$5,000 for each named plaintiff (4)
4	<i>Fernandez v. Rushmore</i> , 8:12-cv-00621-DOC-(KEXc) (C.D. Cal)*	122,000 (nationwide)	\$1,645,840	30%	Rushmore agrees to stop charging Convenience Fees and continue to stop charging for a period of two years after entry of the Final Approval Order.	33.33%	\$5,000 for named plaintiff
5	<i>Reddick v. Freedom Mortgage Corporation</i> 3:19-cv-02193 (N.D. Tex.)	187,757 (nationwide)	\$2.25 mil Common fund with no reversion.	35%	As term of Settlement, Defendant agreed to stop charging fees from borrowers for a period of at least one year after entry of the Final Approval Order.	33.33%	\$5,000 for each named plaintiff

* Plaintiff is represented by James Kauffman of Bailey Glasser LLP and Hassan A. Zavareci and Kristen G. Simplicio of Tycko & Zavareci LLP.

	Case	Class Size	Funds Made Available	Percentage of Actual Damages	Future Practices	Attorneys' Fees	Service Awards
6	<i>Silveira v. M&T Bank,</i> 2:19-cv-06958-ODW-KS (C.D. Cal)*	110,871 (nationwide)	\$3.325 mil Common fund with no reversion.	34.7%		33.33%	\$5,000 for named plaintiff
7	<i>White v. Shellpoint and Fannie Mae,</i> Case No. C-02-CV-001060 (Anne Arundel Cty. Cir. Ct. Md.)	20,307 (Maryland)	\$425,000 Common fund with no reversion.			40%	\$10,000 for named plaintiff
8	<i>Lembeck et al v. Arvest Central Mortgage Co.,</i> 4:20-cv-03277 (N.D. Cal.)*	48,059 (California, Texas, Florida)	\$1,474,314 Common Fund with no reversion.	49.7%	As term of Settlement, Defendant will stop charging fees in class member states for three years.	25%	\$3,000 for each named plaintiff (3)

* Plaintiff is represented by James Kauffman of Bailey Glasser LLP and Hassan A. Zavareci and Kristen G. Simplicio of Tycko & Zavareci LLP.

	Case	Class Size	Funds Made Available	Percentage of Actual Damages	Future Practices	Attorneys' Fees	Service Awards
9	Langston v. Gateway Mortgage, 4:20-cv-01902 (C.D. Cal.)	69,134 (nationwide)	\$1,175,000	27%	As term of Settlement, Defendant will stop charging fees in class member states for one year after final approval.	25%	\$5,000 for each named plaintiff
10	Sanders v LoanCare, LLC, 2:18-CV-09376-SJO(RAOx) (C.D. Cal)	61,867 (California)	\$3.4 mil Common fund with no reversion.	38.64%		25%	\$7,500 combined for named plaintiffs
14	Montesi et al v. Seterus, Inc 2015CA010910 (Fla Cir. Ct)¹	57,615 (Florida)	\$1.75 mil Common fund with no reversion.	35%		33.33%	\$10,000 for each named plaintiff
15	McWhorter, et al v. Ocwen Loan Servicing LLC, et al 2:15-cv-1831 (N.D. Ala.)	182,831 (Nationwide)	\$9.7 mil. Common fund with no reversion.	30%	As term of Settlement, class member mortgages amended to permit defendants to charge fees effective June 1, 2018. Fees will not increase until at least August 1, 2020. Defendant will provide disclosures on fee amount and avoidance.	33.33%	\$15,000 for each named plaintiff
16	Garcia v. Nationstar Mortgage, LLC, 2:15-cv-1808 (W.D. Wash.)	119,511 (Nationwide)	\$3.875 mil Common fund with no reversion.	32%	As term of Settlement, Defendant will provide express notice to consumers prior to charging any Convenience Fees	25%	\$5,000 for each named plaintiff

¹ Plaintiff was represented by James Kauffman of Bailey Glasser LLP.

* Plaintiff is represented by James Kauffman of Bailey Glasser LLP and Hassan A. Zavareci and Kristen G. Simplicio of Tycko & Zavareci LLP.

	Case	Class Size	Funds Made Available	Percentage of Actual Damages	Future Practices	Attorneys' Fees	Service Awards
17	<i>Contreras v. Nationstar Mortgage LLC</i> , 2-16-cv-162 (E.D. Cal.)	(California, Florida, Illinois)	\$8,600,000	22.5%		25%	\$10,000 for each named plaintiff (3)

* Plaintiff is represented by James Kauffman of Bailey Glasser LLP and Hassan A. Zavareci and Kristen G. Simplicio of Tycko & Zavareci LLP.

Chart 2: Pay to Pay Settlements In West Virginia (Statutory Damages)

	Case	Monetary Relief	Attorneys' Fees	Service Awards
17	<i>Vannest v. Nationstar Mortgage, LLC</i> , 5:21-cv-00086 (N.D. W.Va.)	\$2,347,380 (\$220 per fee)	33.33%	\$12,000.00 for one named plaintiff
18	<i>Cox v. New Rez, LLC d/b/a Shellpoint Mortgage Serv.</i> , 3:20-cv-00859 (S.D. W.Va.);	\$4,584,288 (\$216 per fee)	33.33%	\$10,000 each for two named plaintiffs.
19	<i>Thacker v. PHH Mortgage Corp.</i> , No. 5:21-cv-00174-JPB (N.D. W.Va.)	\$816,036 (\$216 per fee)	33.33%	\$10,000.00 for one named plaintiff
20	<i>Prettyman v. U.S. Bank, N.A.</i> , 5:22cv293-JPB (N.D. W.Va.)		33.33%	\$10,000.00 for one named plaintiff
21	<i>Six v. LoanCare, LLC</i> , 2022 WL 16747291, at *4 (S.D. W. Va. Nov. 7, 2022)	\$4,500,000 (\$216 per fee)	33.33%	\$15,000.00 for one named plaintiff

* Plaintiff is represented by James Kauffman of Bailey Glasser LLP and Hassan A. Zavareci and Kristen G. Simplicio of Tycko & Zavareci LLP.

**IN THE UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF COLUMBIA**

JACKERLY MCFADDEN, CELINDA LAKE,
MARY MONTGOMERY, and LILLIAN
NELSON, *On Behalf of Themselves and All
Others Similarly Situated,*

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC,
d/b/a MR. COOPER,

Defendant.

Case No. 1:20-cv-00166

**DECLARATION OF KRISTEN G. SIMPLICIO IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND FOR
CERTIFICATION OF SETTLEMENT CLASS**

I, Kristen G. Simplicio, declare as follows:

1. I am an attorney admitted to practice in the District of Columbia, a partner at Tycko & Zavareei (“TZ”), and counsel of record for Plaintiffs and the Class in this case. I have personal knowledge of all of the facts set forth in this Declaration unless otherwise stated, and I am competent to testify to these facts if called on to do so.

2. The proposed Settlement Agreement in this case is attached as **Exhibit 1**.

3. I make this Declaration in support of Plaintiffs’ Motion for Preliminary Approval. In that regard, I discuss, in the following order: (a) the history of this litigation; (b) the proposed settlement agreement; (c) information relating to the certification of the Settlement Class, including TZ’s experience; and (d) the proposed notice program.

Background and Settlement Negotiations

4. Prior to filing the complaint, attorneys at my firm spent substantial time investigating the factual and legal bases for the matters set forth in the complaints. Attorneys here, working with our co-counsel at Bailey Glasser LLP (“BG”) interviewed potential class members, reviewed information about the fees charged by Defendant Nationstar Mortgage LLC, d/b/a Mr. Cooper (“Nationstar”) on its website, reviewed documents provided by the Plaintiffs and other potential class members, and researched the applicable law.

5. The Parties began to discuss the possibility of a classwide settlement beginning in the summer of 2022. Several preliminary discussions were held. Eventually the parties agreed to attend a mediation before Stephen J. Dalesio on March 23, 2023.

6. In advance of the mediation, Nationstar provided informal discovery regarding the size of the Settlement Class and the amount of Pay-to-Pay Fees (fees charged in connection with mortgage payments made online and over the telephone) collected by Nationstar since May 2018 for the various classes and claims pled in the three complaints.

7. The information provided by Nationstar was similar to the information that we would have sought through the formal discovery process. Because we and BG, have litigated and settled numerous class actions involving mortgage servicers and fees, we understand what information is critical to determine damages and evaluate the strength of the underlying case.

8. Based on our review of the informal discovery, as well as our expertise in the relevant law, we prepared a thorough and persuasive mediation statement. We shared the mediation statement with Nationstar in advance of the mediation, and reviewed Nationstar’s mediation statement.

9. Plaintiffs were fully prepared to litigate the three cases rather than accept a settlement that would not be in the best interests of the Settlement Class. Indeed, my co-counsel and I made clear from the onset of discussion that we would not agree to a settlement that would modify loan agreements to expressly permit the charging of Pay to Pay fees.

10. We mediated before Stephen J. Dalesio on March 23, 2023. The negotiations were hard-fought, where both sides made presentations to both Stephen J. Dalesio as well as all attendees. The mediation began at 9 am. (Eastern time) and the negotiations ran for approximately 6 hours. The parties were unable to reach an agreement.

11. In the months that followed, the parties remained in regular communication about the possibility of settlement. Nationstar conducted additional internal investigation and produced additional informal discovery to aid in the negotiations. On July 13, 2023, the parties again convened for a two hour mediation session with Stephen J. Dalesio. In the days that followed, the parties reached agreement on all material terms.

12. The parties then continued to negotiate the written terms of the Settlement Agreement before the Court, including the proposed Class Notice and proposed Preliminary Approval Order and Final Approval Order, over the next several weeks. Class Counsel prepared the first draft of the Settlement and exhibits, and the Parties negotiated over email and telephone until the written Settlement Agreement was complete.

13. Based on our review of the data provided by Nationstar, it appears that Nationstar collected approximately \$5,617,750 in fees from Settlement Class members.

14. The Parties did not discuss any award of attorneys' fees and expenses, or any Service Awards, until after the material terms of the Settlement were agreed upon.

15. The negotiation was done at arms' length between experienced and sophisticated counsel. As discussed below, my firm has significant experience in complex litigation and class actions. And, based on my experience, it appears that Nationstar's counsel is similarly experienced and sophisticated.

The Settlement Agreement

16. While confident in the strengths of Plaintiffs' claims, we are also pragmatic, and recognize the risks inherent in litigation of this magnitude. It remains possible that the Class could see their claims narrowed by a motion for summary judgment, at trial, or on a subsequent appeal.

17. They also face the risk that class certification could be denied. A class has not been certified in any of the underlying cases. There is a significant risk that the Plaintiffs would not maintain class status through trial.

18. Each risk, by itself, could impede the successful prosecution of these claims at trial and in an eventual appeal—which would result in a *zero* recovery to the class.

19. Even if Plaintiffs were to prevail at trial, any recovery would likely be delayed for years by an appeal. Thus, any recovery would likely be years away.

20. Of course, Class Counsel acknowledges that Plaintiffs believe their claims are meritorious and that they would prevail if their cases proceeded to trial. But ultimately, the claims of any one state class are relatively small, and unless states can be bundled together in such a way to ensure economies of scale, each state's class members risk the possibility that in any individual state settlements, notice and administration costs could dwarf the cost of recovery in any one state.

21. Protracted litigation would result in considerable expense and would consume the Parties' resources. This could and likely would result in inefficiency and consumption of the court system's resources and time.

22. Litigation would likely involve expensive and cumbersome discovery disputes, complex and costly expert discovery, and of course the time and expense of preparing for trial and completing any appeals. Yet there is no guarantee that this additional time and expense would result in additional benefit for the class members.

23. In contrast, the Settlement provides immediate benefits, now, to the Settlement Class Members. It is my understanding, based on my review of data received from Nationstar, that the Nationwide Component of the Settlement—\$1,966,213—represents 35% of the \$5,617,750 in Fees known to Defendant to have been paid by members of the Nationwide Class at the time of settlement. The “DC Component” of the Settlement—\$1,441,750—represents \$250 for each of the 5,767 instances in which a DC Class Member paid a Fee that are known Defendants to at the time of settlement.

24. Thus, it is my opinion, based on my experience in complex litigation and class actions, that the Settlement Agreement is in the best interests of the Settlement Class in light of the strengths and risks of Plaintiffs' claims, and the likely expense and duration of further litigation.

Adequacy of Class Representatives and Class Counsel

25. I am aware of no conflicts between the proposed Class Representatives and the proposed Settlement Class.

26. Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery and Lillian Nelson have participated in the litigation by reviewing the draft complaints their respective

actions, communicating with counsel, and reviewing and signing the Settlement Agreement. They also took on significant risk in bringing lawsuits against their mortgage loan servicer. Due to the standard industry practice of placing debt collection litigation notations on the accounts of borrowers involved in litigation and represented by counsel, the mere act of filing the lawsuit came with the risk of experiencing complications in obtaining routine information about their mortgages, property taxes, or similar. It also exposes them to reputational risk and required them to turn over sensitive financial information.

27. Tycko & Zavareei LLP is experienced in the litigation, certification, trial, and settlement of nationwide class actions. A copy of our firm resume is attached as **Exhibit 2**.

28. TZ has worked with our co-counsel BG on the following Pay to Pay settlements: *Alexander v. Carrington Mortg. Servs. LLC*, 1:20-cv-02369-RDB (D. Md.); *Phillips v. Caliber Home Loans*, No. 19-cv-2711 (D. Minn.); *Elbert v. RoundPoint Loan Servicing*, No. 3:20-cv-00250-MMC (N.D. Cal.); *Fernandez v. Rushmore Loan Servicing*, 8:21-cv-00621 (C.D. Cal.); *Lembeck v. Arvest Central Mortgage Co.*, 20-cv-3277 (N.D. Cal.); *Silveira v. M&T Bank*, 19-cv-06958 (C.D. Cal.). My partner Hassan A. Zavareei was class counsel in the *Silveira* matter; he and I were appointed class counsel in the other four matters. As noted in Appendix A, final approval in all five of these settlements was granted.

29. In addition, along with BG, I represent plaintiffs in *DeSimone v. Select Portfolio Servicing*, No. 1:20-cv-03837 (E.D.N.Y.).

30. Mr. Zavareei and other lawyers at TZ were also named Class Counsel, Lead Counsel, or Settlement Class Counsel in the following consumer class actions: *Shannon Schulte, et al. v. Fifth Third Bank*, No. 1:09-cv-06655 (N.D. Ill.); *Kelly Mathena v. Webster Bank*, No. 3:10-cv-01448 (D. Conn.); *Nick Allen, et al. v. UMB Bank, N.A., et al.*, No. 1016 Civ. 34791

(Cir. Ct. Jackson County, Mo.); *Thomas Casto, et al. v. City National Bank, N.A.*, 10 Civ. 01089 (Cir. Ct. Kanawha County, W. Va.); *Eaton v. Bank of Oklahoma, N.A., and BOK Financial Corporation, d/b/a Bank of Oklahoma, N.A.*, No. CJ-2010-5209 (Dist. Ct. for Tulsa County, Okla.); *Lodley and Tehani Taulva, et al., v. Bank of Hawaii and Doe Defendants 1-50*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.); *Jessica Duval, et al. v. Citizens Financial Group, Inc., et al.*, No. 1:10-cv-21080 (S.D. Fla.); *Mascaro, et al. v. TD Bank, Inc.*, No. 10-cv-21117 (S.D. Fla.); *Theresa Molina, et al., v. Intrust Bank, N.A.*, No. 10-cv-3686 (18th Judicial Dist., Dist. Ct. Sedgwick County, Kan.); *Trombley v. National City Bank*, 1:10-cv-00232-JDB (D.D.C.); *Jonathan Jones, et al. v. United Bank and United Bankshares, Inc.*, No. 11-C-50 (Cir. Ct. of Jackson County, W. Va.); *Amber Hawthorne, et al. v. Umpqua Bank*, No. 4:11-cv-06700 (N.D. Cal.); *Sylvia Hawkins, et al. v. First Tennessee Bank, N.A.*, No. CT-004085-11 (Cir. Ct. of Shelby County, Tenn.); *Jane Simpson, et al. v. Citizens Bank, et al.*, No. 2:12-cv-10267 (E.D. Mich.); *Alfonse Forgione, et al. v. Webster Bank, N.A.*, No. UWY-CV12-6015956-S (Super. Ct. Judicial Dist. of Waterbury, Conn.); *Sherry Bodnar v. Bank of America, N.A.*, No. 5:14-cv-03224-EGS (E.D. Pa.); *Wong v. TrueBeginnings LLC d/b/a True.com*, No. 3-07 Civ. 1244-N (N.D. Tex.); *Geis v. Airborne Health, et. al.*, Civil Action No. 2:07 Civ. 4238-KSH-PS (D. N.J.); *Dennings, et al. v. Clearwire Corporation*, No. 2:10-cv-01859 (W.D. Wash.); *In Re: Higher One Oneaccount Marketing And Sales Practices Litigation*, No. 3:12-md-02407 (VLB) (D. Conn.); *Galdamez v. I.Q. Data International, Inc.*, No. 15-cv-1605 (E.D. Va.); *Brown v. Transurban USA*, No. 15-cv-494 (E.D. Va.), *Gatinella et al. v. Michael Kors (USA)*, 14-cv-5731 (S.D.N.Y); *Grayson, et al. v. General Electric Company*, 3:13-cv-1799 (D. Conn.); *Farrell, et al. v. Bank of America, N.A.*, No. 3:16-00492 (S.D. Cal.); *In re: APA Assessment Fee Litigation*, 1:10-cv-01780 (D.D.C.); *Griffith v. ContextMedia Health, LLC d/b/a Outcome Health*, No.

1:16-cv-02900 (N.D. Ill.); *Scott, et al. v. JPMorgan Chase & Co.*, No. 17-cv-249 (D.D.C.); *In re Think Finance, LLC*, et al., No. 17-bk-33964 (Bankr. N.D. Tex.); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495 (E.D. Va.); and *Meta v. Target Corp., et al.*, No. 14-cv-0832 (N.D. Ohio).

Each of these actions has resulted in a settlement that has been finally approved.

Superiority to Other Available Methods for Fair and Efficient Adjudication

31. I am not aware of other pending individual litigation against Nationstar regarding the practices at issue in this Action.

Proposed Notice Program

32. It is my opinion, based on my decades of experience in complex litigation and class actions, that the proposed Notice Plan is the best notice practicable under the circumstances.

33. Prior to selecting the Settlement Administrator, the Parties sought proposals from several experienced, nationally-recognized settlement administrators. The proposals included proposals for email and postcard notice, as well as a long form notice to be available on a settlement website, along with a toll-free number for Settlement Class Members to call for information about the Settlement and that will include an option to speak with a live agent. After reviewing the proposals, the Parties decided EAG Gulf Coast, LLC (“EAG”) based on overall cost and value to the Settlement Class. EAG also has developed a program by which Settlement Class Members can elect to receive their Settlement Payments by digital means in lieu of check, which will reduce the cost of administration and increase the speed at which Settlement Class Members can be paid.

34. Based on the proposal and my discussions with the Settlement Administrator, we estimate the costs of notice and administration will be approximately \$150,000. This amount

may increase or decrease based on the circumstances, including the rate of digital payment election and notice bouncebacks.

35. Based on my experience, it is my opinion that the proposed Notice Program is the best notice practicable under the circumstances and is reasonably designed to reach the Settlement Class Members.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed September 22, 2023 at Washington, DC.

/s/ Kristen G. Simplicio
Kristen G. Simplicio

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

JACKERLY MCFADDEN, CELINDA LAKE,
MARY MONTGOMERY, and LILLIAN
NELSON, *On Behalf of Themselves and All
Others Similarly Situated,*

Plaintiffs,

v.

Case No. 1:20-cv-00166

NATIONSTAR MORTGAGE LLC,
d/b/a MR. COOPER,

Defendant.

CLASS SETTLEMENT AND RELEASE AGREEMENT

1. PARTIES

This Class Settlement and Release Agreement (the “Agreement”) is made and entered into as of the Effective Date, as defined herein, by and between Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery and Lillian Nelson (“Plaintiffs” or “Class Representatives”) acting individually and as representative of the Settlement Class, as defined herein (the “Settlement Class” or “Class Members”) and Defendant Nationstar Mortgage LLC, d/b/a Mr. Cooper (“Nationstar” or “Defendant”) (collectively the “Parties”) for the purpose of resolving by compromise and settlement all claims, controversies and alleged liabilities arising out of the disputes as set forth below.

2. RECITALS

2.1. On January 22, 2020, Plaintiff McFadden filed her Complaint (the “Complaint”) against Defendant. The Complaint asserted claims for violations of the Federal Fair Debt Collection Practices Act (“FDCPA”), state debt collection laws, and breach of contract.

- 2.2. Plaintiffs Celinda Lake, Mary Montgomery and Lillian Nelson joined the lawsuit, and the four Plaintiffs filed an Amended Complaint against Defendant on December 16, 2022, which Defendant answered on January 6, 2023.
- 2.3. After motions practice and discovery, the parties formally mediated their claims with experienced mediator Stephen Dalesio in person on March 23, 2023, but did not resolve the claims. Over the next several months, the parties exchanged information, additional discovery, and legal argument. The parties again formally mediated the Plaintiffs' claims with Stephen Dalesio through videoconference on July 12, 2023, and thereafter ultimately resolved the case through arms-length negotiations conducted through the mediator.
- 2.4. Defendant denies any and all allegations and claims asserted against it in the Action and denies any and all wrongdoing. Neither the fact nor the terms of this Agreement shall be used, offered, or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement.
- 2.5. Notwithstanding the above, solely in order to avoid the cost, burden, expense, and uncertainty of further litigation, the Parties desire to compromise and settle the Action and have reached this Agreement to resolve the disputes between them, pending approval of the Court, and to achieve complete peace.

3. **DEFINITIONS**

As used herein, the following terms have the meanings set forth below.

- 3.1. "Action" means the civil action styled *Jackerly McFadden, et. al. v. Nationstar Mortgage LLC d/b/a Mr. Cooper*, pending in the United States District Court for the District of Columbia.

- 3.2. “Administrative Costs” means all reasonable and authorized costs and expenses of disseminating and publishing 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 assisting Settlement Class Members, escrowing funds, and issuing and mailing Settlement Payments.
- 3.3. “Affiliate” of an entity means any person or entity which controls, is controlled by, or is under common control with such entity.
- 3.4. “Agreement” or “Settlement Agreement” means this Class Settlement Agreement and Release, including all exhibits thereto.
- 3.5. “Attorneys’ Fees and Expense Award” means such funds as may be awarded to Class Counsel by the Court to compensate them (and all other attorneys for Plaintiffs or the Settlement Class) for their fees and all expenses incurred by Plaintiffs or Class Counsel in connection with the Action.
- 3.6. “Attorneys’ Fee and Service Award Application” means Class Counsel’s application for a Fee and Expense Award and Service Awards.
- 3.7. “Class Accounts” means the 72,555 accounts identified by Defendant as belonging to the Settlement Class Members.
- 3.8. “Class Counsel” means James Kauffman of the law firm of Bailey Glasser, LLP and Kristen Simplicio and Hassan Zavareei of the law firm of Tycko & Zavareei LLP.
- 3.9. “Class Period” means from May 26, 2018 through the date that the Court grants preliminary approval of the settlement.

- 3.10. “Class List” means the confidential list of individuals who are within the Settlement Class, as defined below, together with the relevant information concerning the Class Accounts.
- 3.11. “Common Fund Components” means the three components of the Common Fund: (i) the portion allocated to DC Class (“DC Component”); (ii) the portion allocated to the Nationwide Class (“Nationwide Component”); and (iii) the portion remaining, to be used for Administrative Costs and other court-approved expenses (“Residual Component”), as detailed in section 5.1, *infra*.
- 3.12. “Common Fund Remainder” refers to the balance in the Net Common Fund remaining after all checks associated with Settlement Payments have either timely cleared or expired, i.e. the uncashed checks.
- 3.13. “Contreras Action” means *Contreras, et al. v. Nationstar Mortgage, LLC*, Case No. 16-cv-00302, pending in the United States District Court for the Eastern District of California until a class settlement received final approval from the court on November 15, 2022.
- 3.14. “Common Fund” means the \$3,587,254 in funds to be paid by Defendant pursuant to Section 5 of this Agreement.
- 3.15. “Court” means the United States District Court for the District of Columbia.
- 3.16. “Effective Date” means the latest of (1) the date the Final Approval Order is entered; (2) thirty-one (31) days after the date of Final Approval, if a Class Member objects to the Settlement but no appeal by a Class Member is filed; or (3) thirty-one (31) days after the final termination of any appeal from the Final Approval Order.

- 3.17. “Email Notice” means the notice to be emailed to Settlement Class members by the Settlement Administrator, substantially in the form of Exhibit A1, provided that the Preliminary Approval Order prescribes Class Notice by email.
- 3.18. “Fee” or “Fees” means the 391,892 separate fees paid by the Settlement Class Members for optional payment services.
- 3.19. “Final Approval Hearing” or “Final Fairness Hearing” means the hearing at which the Court shall (1) determine whether to grant final approval to this Settlement; (2) consider any timely objections to this Settlement and all responses thereto; and (3) consider requests for incentive awards to the Plaintiffs and for an award of attorneys’ fees and expenses.
- 3.20. “Final Approval Order” means the order approving the Settlement and certifying the Settlement Class as final.
- 3.21. “Lawsuit” or “Litigation” means the Action.
- 3.22. “Long Form Notice” means the notice to be posted on the Settlement Website and mailed to Settlement Class members upon request that discloses the terms of the Settlement Agreement, substantially in the form of Exhibit A3.
- 3.23. “Net Settlement Fund” means the Common Fund minus any Attorneys’ Fee and Expense Award, any Service Awards, and all Administrative Costs.
- 3.24. “Notice Program” means the program of notice via email and postcard described in Section 10 of this Agreement to be provided to potential Settlement Class Members, which will notify potential Settlement Class Members about, among other things, their rights to opt out or object to the Settlement, the preliminary approval of the

Settlement, and the scheduling of the Final Approval Hearing. It includes the Email Notice, the Postcard Notice, and the Long Form Notice.

- 3.25. “Parties” shall mean the Class Representatives, all Settlement Class Members, and Defendant.
- 3.26. “Plan of Allocation” means the terms and procedures for allocating the Common Fund among, and for distributing amounts to Class Members as proposed in the Class Notice and approved by the Court.
- 3.27. “Postcard Notice” means the notice to be mailed to Settlement Class Members by the Settlement Administrator, substantially in the form of Exhibit A2.
- 3.28. “Preliminary Order” means the order entered by the Court preliminarily approving the Settlement, provisionally certifying the Settlement Class, and approving the Settlement, provisionally certifying the Settlement Class, and approving notice to Settlement Class Members. A copy of a proposed Preliminary Approval Order is attached hereto as **Exhibit B**.
- 3.29. “Released Claim” or “Released Claims” “Released Claim” or “Released Claims” means any and all actual or potential claims, actions, causes of action, suits, counterclaims, crossclaims, third-party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys’ fees, costs, restitution, disgorgement, injunctive relief, and any other type of equitable, or legal statutory relief, any other benefits, or any penalties of any type whatsoever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether

asserted in federal court, state court, arbitration, or otherwise, and whether triable before a judge or jury or otherwise, arising from any violation of FDCPA, or any other state, federal or local law, statute, regulation or common law based on the allegations in the Civil Action, which relate to convenience fees identified in the Amended Complaint.

- 3.30. “Settlement” or “Stipulation of Settlement” means the settlement set forth in this Agreement.
- 3.31. “Settlement Administrator” means a third-party agent or administrator selected by Class Counsel.
- 3.32. “Settlement Class” or “Class” means the class of persons that will be certified by the Court for settlement purposes only. The full definition is set forth in Section 4, *infra*.
- 3.33. “Settlement Class Member” means any person who falls within the definition of the Settlement Class and who has not opted out of the Settlement Class.
- 3.1. “Settlement Class Recovery” means the amount of the Common Fund available for distribution to Claimants after payment of Administrative Costs and any Court-approved Attorney’s Fees and Expenses and incentive award.
- 3.2. “Settlement Payment” means the payment to be made from the Common Fund to Settlement Class Members.
- 3.3. “Settlement Website” means an internet website to be established and maintained by the Settlement Administrator for purposes of administering the Settlement. The URL of the Settlement Website shall be <http://www.MortgageFeeClassAction.com>.

3.4. “Vannest Action” means the lawsuit *Vannest. v. Nationstar Mortgage, LLC*, Case No. 21-cv-0086 that was pending in the United States District Court for the Northern District of West Virginia until a class settlement received final approval from the court on October 19, 2022.

4. SETTLEMENT CLASS MEMBERS

4.1. The Settlement Class is defined as all persons in the D.C. Class and Nationwide Classes, which excludes deceased class members, class members in bankruptcy and class members included in the settlements reached in the Contreras Action or the Vannest Action.

- a. The D.C. Class is defined as all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or interactive voice recognition (IVR) during the applicable statute of limitations. The D.C. Class consists of borrowers on 780 accounts, who in 5,767 instances paid convenience fees to make payment by telephone.
- b. The Nationwide Class is defined to include all borrowers on residential mortgage loans secured by properties in the United States (other than the District of Columbia) which were:
 - (i) 30 days or more delinquent on loan payment obligations when Mr. Cooper acquired servicing rights;
 - (ii) 30 days or more delinquent on loan payment obligations when any of Mr. Cooper’s predecessors in interest acquired servicing rights; and/or
 - (iii) insured by the Federal Housing Administration.

- c. The Nationwide Class consists of borrowers who paid convenience fees to make payment by telephone, less refunds in the amount of \$5,617,750.
- 4.2. The terms, effectiveness and validity of this Agreement are subject to the entry of a Preliminary Approval Order granting a Motion for Preliminary Approval of Class Settlement, and Entry of Scheduling Order (“Preliminary Approval Motion”), and the entry of an order granting a Motion for Final Approval of Class Settlement (“Final Approval Motion”). The Agreement becomes effective as of the Effective Date as defined in Paragraph 3.14 of this Agreement.

5. **SETTLEMENT AMOUNT**

- 5.1. Nationstar, its successors, and assigns will pay three million, five hundred eighty-seven thousand, two hundred and fourteen dollars (\$3,587,254) (the “Settlement Amount”) to a “Common Fund” in full settlement of all class claims that were asserted or could have been asserted in the Action. The Common Fund consists of three Components:
- a. “DC Component” of \$1,441,750, which represents \$250 for each of the 5,767 instances in which a DC Class Member paid a Fee that are known Defendants to at the time of settlement;
 - b. “Nationwide Component” of \$1,966,213, which represents 35% of the \$5,617,750 in Fees known to Defendant to have been paid by members of the Nationwide Class at the time of settlement.
 - c. “Residual Component” of \$179,291 to be used to cover Administrative Costs as discussed in Section 8, and other court-approved attorneys’ expenses. In the event any funds remain after payment of all such costs and expenses, the

amount shall be distributed cy pres.

- 5.2. The Settlement Amount is an “all-in” payment. In no event shall Nationstar be liable for any amount greater than the Settlement Amounts listed in Section 5.1.

6. COMMON FUND

- 6.1. The Common Fund shall be maintained as set forth in Section 6.2 and established by Nationstar within ten (10) business days of the Court granting preliminary approval to the Settlement. The Parties shall have joint control of the Common Fund.
- 6.2. The Court shall retain continuing jurisdiction over the Common Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall at all times seek to have the Common Fund treated as a “qualified settlement fund” as that term is defined in 26 C.F.R. § 1.468B-1. The Settlement Administrator shall cause any taxes imposed on the earnings of the Common Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Common Fund under applicable tax laws. The Settlement Administrator shall be the “administrator” of the Common Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).
- 6.3. Should the Settlement be denied for any reason, or otherwise not approved by the Court, then all monies placed into the Common Fund shall be returned to Nationstar.
- 6.4. Should the Settlement be approved, and any monies remain in the Common Fund after disbursement of funds in accordance with the terms of this Agreement, the remaining principal funds shall not revert to Nationstar. Any such remaining funds

shall be donated as a *cy pres* award Habitat for Humanity.

7. **DISTRIBUTION OF SETTLEMENT AMOUNT**

The Settlement Amount shall be distributed as follows:

7.1. Plaintiffs' Attorney's Fees and Expenses, Administrative Costs, and the incentive awards to Plaintiffs shall be deducted from the Common Fund as follows:

- a. Attorneys' Fees and Expenses shall be applied and subtracted from the Common Fund as a whole.
- b. In the event Administrative Costs exceed the Residual Component, they shall be apportioned such that 20% are paid out of the DC Component and 80% are paid out of the Nationwide Component, after applying the Residual Component.
- c. Plaintiff McFadden's incentive award shall be paid out of the Nationwide Component and the other three Plaintiffs' incentive award shall be paid out of the DC Component.

7.2. Each Settlement Class Member shall receive a distribution after payment of fees, costs and incentive awards, as set forth in section 7.1, as follows:

- a. DC Settlement Class Members shall be entitled to a pro rata share of the remaining DC Component, based on the number of Fees each Class Member paid.
- b. Nationwide Settlement Class Members shall be entitled to a pro rata share of the remaining Nationwide Component, based on the amount of Fees each Class Member paid, except that no Class Member shall receive a payment of less than \$5.

7.3. Settlement Payments shall be disseminated via check, unless the Settlement Class

Member opts into receiving payment via electronic payment. The Settlement Administrator shall make available to all Settlement Class Members an array of electronic payment options, including Zelle, PayPal, and Venmo.

- 7.4. Pursuant to Section 10, *infra*, All Settlement Class Members shall be informed via the Notice Program that any Common Fund Remainder shall be distributed pro rata to those electing to receive their distributions via electronic payment. Periodic reminders shall be disseminated via email to Settlement Class Members to urge them to elect electronic payment options. Such payments shall be distributed within 60 days of the latest expiration date of any Settlement Checks.
- 7.5. No interest shall be included as an element of, or be payable or paid on, any Settlement Payment.
- 7.6. Co-borrowers shall be treated as a single Settlement Class Member and receive a single, shared Settlement Payment. Whenever possible, the Settlement Administrator shall issue payment jointly to co-borrowers. Settlement Class Members who receive a Settlement Payment shall be solely responsible for distributing or allocating such payment between or among all co-borrowers.
- 7.7. As payment for Attorney's Fees and Expenses, Plaintiff's counsel shall apply to the Court for a distribution of no more than one third (33.33%) of the Common Fund, plus expenses, which sum (one-third of the Common Fund plus expenses) shall include all Attorney's Fees and Expenses incurred by Plaintiffs.
- 7.8. Plaintiffs will each receive an incentive award of seven thousand dollars (\$7,000), subject to approval by the Court, in addition to each Plaintiff's distribution of the Settlement Class Recovery. Plaintiffs' incentive awards shall be paid out of the

Common Fund as set forth in Section 7.1, *supra*.

8. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

- 8.1 The Parties agree that a Settlement Administrator selected by Class Counsel will handle notice pursuant to the Class Action Fairness Act, process claims, field calls and correspondence from Settlement Class Members, and disburse amounts from the Common Fund.
- 8.2 All the costs associated with providing notice to the Settlement Class Members and disbursement of the Common Fund (“Administrative Costs”), including all costs and expenses related to class notice, distribution of settlement proceeds, reasonable measures to locate potential Settlement Class Members, and retaining any class or claims administrator will be paid from the Common Fund, as set forth in Section 7.1, *supra*. Nationstar’s only responsibility regarding such costs is to fund the Common Fund.
- 8.3 The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement Administrator shall be responsible for mailing the class notice, as defined below, administration of the Common Fund, and providing all other related support, reporting, and administration as further stated in this Agreement.
- 8.4 Defendant will coordinate with the Settlement Administrator to provide the class notice to the potential Settlement Class Members, as provided in this Settlement Agreement, with Class Counsel’s participation and oversight. Because the information about potential Settlement Class Members that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, any such

information shall be deemed “Confidential-Attorneys’ Eyes Only,” and shall be used only for the purpose of administering this Settlement.

- 8.5 W9 Forms. The Settlement Administrator shall complete and provide to Nationstar any W9 forms as to the Common Fund necessary for Nationstar to implement this Settlement.

9. PRELIMINARY APPROVAL MOTION

Plaintiffs will submit to the Court a Motion for Preliminary Approval of Class Settlement and Entry of Scheduling Order (“Preliminary Approval Motion”) no later than thirty (30) days after full execution of this Agreement. The Preliminary Approval Motion will request that the Court:

- 9.1 Find that the Settlement Class representative, and Settlement Class counsel, fairly and adequately represent the interests of the Settlement Class;
- 9.2 Find preliminarily that the Agreement is fair, reasonable and adequate to the Settlement Class;
- 9.3 Schedule a Final Approval Hearing one hundred (100) days after entry of the Preliminary Approval Order granting the Preliminary Approval Motion; and
- 9.4 Approve the form of notice to be provided to members of the Settlement Class.

10. NOTICE TO CLASS MEMBERS

- 10.1 If the Court grants the Preliminary Approval Motion, the Administrator will, within twenty-one (21) days of entry of the Preliminary Approval Order, email to each Settlement Class Member at his or her last known email address the Email Notice, or if no email address is available, mail to each Settlement Class Member at his or her own mailing address, the Postcard Notice. Nationstar shall provide the

Administrator and Class Counsel with the name, last known address, email address, fees paid, and social security number of each Class Member subject to and governed by the Protective Order entered in the Action as Doc. No. 70. Any Settlement Class Member whose Email Notices are returned as undeliverable shall be promptly mailed a Postcard Notice. Any Postcard Notices returned as undeliverable, but with a forwarding address, shall be promptly re-mailed to the forwarding address. The Administrator shall perform a National Change of Address Registry and LexisNexis/Death Records Search for all postcard Notices returned as undeliverable, without a forwarding address. Such Postcard Notices shall be re-mailed upon discovery of a valid mailing address for the Settlement Class Member.

- 10.2 The Notices shall apprise the Settlement Class Members of his/her right to elect to receive their Settlement Payment via an electronic payment method (PayPal, Zelle, Venmo, etc.). Any Settlement Class Member who elects electronic payment shall be eligible to receive a secondary distribution in the event funds remain in the Common Fund after payment of all Attorneys' Fees and Expenses, Administrative Costs, Incentive Awards, and the clearance/expiration of any payments and checks associated with the Settlement Payments. Any funds remaining in the Common Fund after the secondary distribution will be distributed to the *cy pres* designee.
- 10.3 The Notices shall also apprise the Settlement Class Members of his/her right to opt out of the Settlement Class, of his/her right to object to the Class Settlement, of the fact that any objections or opt outs must be sent to the Administrator and postmarked no later than twenty-one (21) days prior to the Final Approval Hearing, and that any failure to object or to opt out in accordance with applicable deadlines

for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class or to appeal from the Final Approval Order.

10.4 In addition to the initial sending of Notices, Class Counsel and the Settlement Administrator shall be permitted to undertake reasonable efforts to disseminate follow up reminders to encourage Settlement Class Members to elect to receive their Settlement Payment via a digital payment option. Reasonable efforts include sending an additional reminder email prior to final approval and/or directing online advertising to Settlement Class Members.

10.5 This Agreement does not impose on any Party or the Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

11. SERVICE OF NOTICE OF OPT OUT

At least fourteen (14) days prior to the Final Approval Hearing, the Administrator shall notify Class Counsel and Nationstar's counsel of any persons who have objected to the Class Settlement or opted out of the Settlement Class, and shall serve Nationstar's counsel, Plaintiffs' counsel, and the Court with copies of all objections, notices of opt out, and supporting documentation.

12. FINAL APPROVAL MOTION

12.1 Prior to the Final Approval Hearing, Plaintiffs will file a Motion for Final Approval of Class Settlement ("Final Approval Motion"). The Final Approval Motion will request that the Court approve the Settlement and enter a Final Order and Judgment that will, among other things:

12.2 Adjudge and approve in all respects the settlement of the Action on the terms described in this Agreement;

12.3 Dismiss on the merits and with prejudice all class and individual claims in the action;

12.4 Include all relief to be provided as part of this Settlement; and

12.5 Retain jurisdiction of all matters relating to the interpretation and enforcement of the Settlement and this Agreement.

13. EFFECT OF DISAPPROVAL/DENIAL OF SETTLEMENT

If the Court disapproves this Agreement or any part thereof for any reason or declines to enter a Final Approval Order as described in this Agreement, then this Agreement, including all releases contained within the Agreement, shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved, unless Plaintiffs and Defendant agree otherwise or jointly appeal the order disapproving this Settlement.

14. REVERSAL, VACATION, OR MODIFICATION OF AGREEMENT BY APPELLATE COURT

In the event that a court of appeals or other reviewing court sets aside, reverses, vacates or modifies the Final Approval Order as described in this Agreement in any material way, then this Agreement, including all releases contained within the Agreement, shall become null and void and the action shall proceed as though no settlement had been negotiated or achieved unless the Parties otherwise agree.

15. PAYMENT OF SETTLEMENT AMOUNT

- 15.1 As soon as practicable after entry of the Final Approval Order, the Administrator shall distribute the Settlement Amount to Settlement Class Members as provided in Section 7 of this Agreement, less that portion of the Settlement Amount the Court awards as Attorney's Fees and Expenses, Administrative Costs, and the incentive award to Plaintiffs. Distributions to Settlement Class Members will be made to their last known address by first class mail, postage prepaid, unless the Settlement Class Member elects to receive electronic distribution pursuant to Section 10.2
- 15.2 Checks made payable to each Settlement Class Member shall become stale and all right to payment on any such check shall end upon expiration of three (3) months from the date of the check (which will be within one calendar week of the date such check is mailed) and shall include a statement to inform the bearer of this validity period.
- 15.3 Any check that becomes stale may be re-issued one time. Right to payment on any re-issued check shall similarly become stale upon the expiration of two (2) months from the date of the re-issued check (which will be within one calendar week of the date such check is mailed) and shall include a statement again informing the bearer of this validity period. The funds represented by any re-issued checks that become stale shall be applied to Administrative Costs first and, if any sums remain after payment of Administrative Costs, donated as set forth in Paragraph 6.4 of this Agreement. Any such donation will have no effect on the validity of this Agreement against those Class Members who do not receive a Settlement Payment following reasonable efforts to deliver a payment to them.

16. FINAL AND BINDING AGREEMENT

The Parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of Defendant, the named Plaintiffs, the Members of the Settlement Class, their counsel, and each of their respective trustees, heirs, executors, administrators, beneficiaries, representatives, agents, successors, and assigns.

17. RELEASE

17.1 Class Release and Released Claims. Each Member of the Settlement Class, for and on behalf of the Class Member and the Class Member's present and future spouses (and common law spouses), children, parents, relations, successors, beneficiaries, heirs, next of kin, assigns, attorneys, executors, administrators, and/or estate, or any and all other persons who could claim through them, other than those Settlement Class Members who have validly opted out, shall, by operation of the final judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Persons from any and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations, promises, damages, penalties, attorneys' fees and costs, liens, judgments, and demands of any kind whatsoever that each member of the Settlement Class may have on or before the Final Settlement Date or may have had in the past, whether in arbitration, administrative, or judicial proceedings, whether as individual claims or as claims asserted on a class basis, whether past or present, mature or not yet mature, known or unknown, suspected or unsuspected, whether based on federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other source, that were or could have been sought or alleged

in the litigation that relate, concern, arise from, or pertain in any way to the Released Persons' conduct, policies, or practices concerning Convenience Fees charged by Nationstar, including but not limited to claims related to charges for making payments over the phone or internet and claims or causes of action under, without limitation, the D.C. Consumer Protection Procedures Act, under the federal Fair Debt Collection Practices Act, for breach of contract, for unjust enrichment, and for violation of any other law.

17.2 Released Persons. "Released Persons" means Nationstar Mortgage LLC and any current and prior servicers, sub-servicers, owners, and investors for the class loans, and for each of the foregoing each of their past, present and future members, direct and indirect parents, direct and indirect subsidiaries, divisions, affiliates, predecessors, successors, and assigns, clients, future, present and former directors, officers (whether acting in such capacity or individually), employees, managers, lenders, masters, servants, principals, agents, subagents, master servicers, subservicers, insurers, reinsurers, shareholders, investors, attorneys, advisors, consultants, representatives, partners, joint venturers, independent contractors, vendors, wholesalers, resellers, distributors, retailers, divisions, subdivisions, predecessors, successors, and assign owners, trustees, creditors, law firms, departments, corporations in common control, or any agent acting or purporting to act for any of the foregoing.

17.3 In connection with the Released Claims, each Settlement Class Member is releasing past or currently existing claims that existed up until the Effective Date and is aware that he or she may hereafter discover claims that existed in the past

or present, that may be unknown or unsuspected but discoverable based on reasonable investigation, or facts in addition to or different from those which he or she now knows or believes to be true with respect to the allegations and subject matter in the Action. Nevertheless, it is the intention of each Settlement Class Member to fully, finally and forever settle and release all Released Claims against Released Persons, which exist or might have existed (whether or not previously or currently asserted in this Action).

17.4 Each Party to this Agreement understands, acknowledges, and agrees that if any fact now believed to be true is found hereafter to be other than, or different from, that which is now believed, each expressly assumes the risk of such difference in fact and agrees that this Agreement shall be, and will remain, in effect notwithstanding any such difference in fact.

18. NO ADMISSION OF LIABILITY OR CERTIFICATION OF CLASS

18.1 Neither this Agreement nor the fact of settlement nor the payment of the Settlement Amount is, may be construed as, or may be used as, an admission on the part of Nationstar of any fault, wrongdoing, or liability whatsoever, or that any class asserted by Plaintiffs merit certification. Nationstar expressly denies any wrongdoing under any federal, state, or local statute, public policy, tort law, contract law, or common law and expressly denies the truth or validity of any claim made against it or the propriety of certification of any class on the merits.

18.2 Further, neither this Agreement nor any drafts hereof nor any documents leading to or relating to the Settlement set forth herein, including, but not limited to, any proposed order, Preliminary Approval Motion, Final Approval Motion, or

memoranda in support thereof, constitutes an admission of liability or of any fact by the Plaintiffs or Nationstar.

18.3 The Parties agree that the foregoing documents will not be offered as or received against Nationstar as evidence of, or construed as or deemed to be evidence of any admission or concession of any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Agreement in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, Nationstar may rely upon or use this Agreement as necessary to effectuate the liability protection granted Nationstar hereunder; and

18.4 The Parties agree that the foregoing documents will not be offered or received as an admission or concession that the consideration to be given to Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial.

19. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS

The settlement negotiations resulting in this Agreement have been undertaken by Plaintiffs and Defendant and their respective counsel in good faith and for settlement purposes only pursuant to Federal Rule of Evidence 408, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. Nor shall the Agreement be offered or received in evidence in any action or proceeding for any purpose, except only for purposes of enforcing the terms and conditions of this Agreement.

20. NO ORAL MODIFICATION

This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, waiver, termination, or discharge of any provision of this Agreement shall be effective unless it is in a written agreement duly executed by all of the Parties hereto.

21. COMPLETE AGREEMENT

This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. This Agreement supersedes all prior negotiations. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

22. COMPETENCY; INDEPENDENT COUNSEL

Each Party to this Agreement represents and warrants that it is competent to enter into the Agreement and in doing so is acting upon its independent judgment and upon the advice of its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the terms set forth in or contemplated by this Agreement.

24. CONSTRUCTION OF AGREEMENT

The language and terms of this Agreement shall be construed as a whole, according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be strictly construed for or against any party to this Agreement.

25. CONTINUING JURISDICTION

The United States District Court for the District of Columbia will have continuing jurisdiction over the Lawsuit for the purpose of implementing the Settlement until the Lawsuit and all related matters are fully resolved, and for enforcement of the Settlement, the Agreement, and the Final Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Agreement or interpretation of the terms of this Agreement or the Final Order will be resolved by the Court.

26. CHOICE OF LAW

This Agreement will be governed by federal law and the internal laws of the District of Columbia without regard to its choice of law principles.

27. CHOICE OF FORUM

The Parties consent to jurisdiction and venue in the United States District Court for the District of Columbia for any dispute arising in any way out of this Agreement.

28. ADDITIONAL ACTS TO EFFECTUATE THE AGREEMENT

The Parties shall execute all documents and perform all acts necessary and proper to effectuate the terms of this Agreement and to obtain the benefits of the Agreement.

29. WAIVER

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

30. PRESERVATION OF PRIVILEGE

Nothing contained in this Agreement or any Order of this Court, and no act required to be performed pursuant to this Agreement or any Order of this Court, is intended to constitute, cause

or effect any waiver, in whole or in part, of any attorney client privilege, work product protection, or common interest or joint defense privilege, and each Class Member agrees not to make or cause to be made in any form any assertion to the contrary.

31. AUTHORITY OF CLASS COUNSEL

Class Counsel unconditionally warrant and represent that they are authorized by Plaintiffs, for whom they are attorneys of record, and the attorneys of record for Nationstar warrant and represent that they are authorized by Nationstar to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to affect the implementation of the Settlement.

32. TAX CONSEQUENCES

32.1 This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the payments set forth in this Agreement reflect the settlement of disputed legal claims and that Defendant makes no representations regarding the Agreement's tax consequences.

32.2 No opinion concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their own tax advisors regarding the tax consequences of the Settlement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto.

32.3 Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

32.4 Each Class Member specifically agrees that he or she is solely responsible for any and all taxes, interest, and penalties due and owing, if any, should the payments or any portion thereof, be taxable.

33. RELEASE, LIMITATIONS

This Agreement does not release claims arising out of the failure of either Party to perform in conformity with the terms of this Agreement.

34. JURY WAIVER

The Parties voluntarily and intentionally waive any right that they may have to a trial by jury in any action, proceeding or litigation directly or indirectly arising out of, or relating to, this Agreement.

35. KNOWING AND VOLUNTARY ASSENT

The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

36. COUNTERPARTS AND FACSIMILE SIGNATURES

This Agreement may be executed in any number of counterparts and with facsimile signatures, and all such counterparts shall be construed together and constitute a single form of this Agreement.

37. HEADINGS AND CAPTIONS

The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

IN WITNESS HEREOF, counsel for the parties and the named plaintiffs have executed this Class Settlement Agreement and Release as of August __, 2023.

PLAINTIFF JACKERLY MCFADDEN

Jackerly McFadden

PLAINTIFF CELINDA LAKE

Celinda Lake


PLAINTIFF MARY MONTGOMERY

Mary Montgomery

PLAINTIFF LILLIAN NELSON

Lillian Nelson

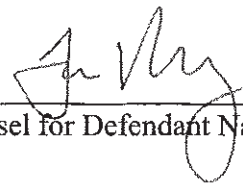
DEFENDANT NATIONSTAR MORTGAGE LLC

By: *Edward M. Jigne* 
ASSISTANT SECRETARY and

Its: *PRINCIPAL LITIGATION AMBASSADOR*

[Signature]

Counsel for Plaintiffs and Settlement Class

A handwritten signature in black ink, appearing to be "J. V. King", written over a horizontal line.

Counsel for Defendant Nationstar

EXHIBIT A1

(Email Notice)

From: Nationstar Mortgage LLC d/b/a Mr. Cooper Convenience Fee Settlement Administrator

Subject Line: Nationstar Mortgage LLC d/b/a Mr. Cooper Convenience Fee Class Action Settlement

Content:

A federal court authorized this notice. This is not a solicitation from a lawyer, and you are not being sued.

You are receiving this notice because you could be affected by the settlement of a class action lawsuit against Nationstar Mortgage LLC d/b/a Mr. Cooper (“Nationstar”) involving Nationstar charging fees to borrowers to make mortgage payments by telephone or interactive voice recognition (“Convenience Fees”). Nationstar denies any and all wrongdoing. The court has not decided who is right. Plaintiffs and Nationstar have agreed to settle the lawsuit to avoid the cost and uncertainty of litigation. You can read the Complaints, Settlement Agreement, and other case documents on the Settlement Website:

<http://www.MortgageFeeClassAction.com>

Who’s Included? Nationstar’s records show you are a member of the Settlement Class. The Settlement Class is defined as all persons in the D.C. Class and Nationwide Class, defined as follows:

The D.C. Class is defined as all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or interactive voice recognition (IVR) during the applicable statute of limitations. The D.C. Class consists of borrowers on 780 accounts, who in 5,767 instances paid convenience fees to make payment by telephone.

The Nationwide Class is all borrowers on residential mortgage loans on properties in the United States (other than the District of Columbia) which were: (i) 30 days or more delinquent on loan payment obligations when Mr. Cooper acquired servicing rights; (ii) 30 days or more delinquent on loan payment obligations when any of Mr. Cooper’s predecessors in interest acquired servicing rights; and/or (iii) insured by the Federal Housing Administration. The Nationwide Class consists of borrowers who paid convenience fees to make payments by telephone, after refunds, in the amount of \$5,617,750.

What are the Settlement terms? Nationstar has agreed to establish a Settlement Fund of \$3,587,254 from which Settlement Class Members will receive payments by check, or by digital payment method. The Settlement Fund, net of any Settlement Notice and Administration Costs, Service Awards, and Attorneys’ Fees and Expenses award by the Court (“Net Settlement Fund”) will be distributed to Settlement Class Members *pro rata* according to the amount of Convenience Fees each Class Member paid. Each Class Member will receive a Settlement Payment from the Settlement Fund of no less than \$5.

Class Members may elect to receive their Settlement Payment via an electronic payment method (PayPal, Zelle, Venmo, etc.). Any Class Member who elects to receive their Settlement Payment via an electronic payment method shall be eligible to receive a secondary distribution in the

event Settlement Funds remains after payment of all attorneys' fees and expenses, administrative costs, and incentive awards. Class Members who do not elect to receive their Settlement Payment via an electronic payment method will be mailed a check. Checks will be valid for 90 days.

If you wish to receive your settlement payment via an electronic payment method and be eligible for a secondary distribution if funds remain, you must visit the Settlement Website at <http://www.MortgageFeeClassAction.com> by [DATE] to provide your information to the Settlement Administrator.

Please understand that these sums may be taxable, that such tax consequences are further described in the settlement agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

Your Other Options: If you do not want to be bound by the Settlement, you must exclude yourself by [Response deadline]. If you exclude yourself, you cannot get money from the Settlement. If you do not exclude yourself, you will release your claims against Nationstar for the claims at issue in the lawsuit. Specifically, you will not be able to sue for any claim relating to Convenience Fees paid between May 26, 2018, and [Date]. A more detailed Long Form Notice, available at <http://www.MortgageFeeClassAction.com> contains instructions for how to exclude yourself.

If you do not exclude yourself, you may object to the Settlement by [Response Deadline]. The more detailed Long Form Notice available at <http://www.MortgageFeeClassAction.com> contains instructions for how to object.

Final Fairness Hearing: The U.S. District Court for the District of Columbia will hold a hearing in this case on _____, 2023 at __ a.m./p.m., in the Courtroom of Judge Emmet G. Sullivan at 333 Constitution Avenue N.W. Washington, D.C. 20001. Class Members do not need to attend the hearing. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time.

At the Final Fairness Hearing, Class Counsel will request attorneys' fees of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. Class Counsel will also request Court approval of Service Awards to the Class Representatives in the amount of \$7,000 each. The Fee and Service Award Application and all supporting papers will be available for your review on the Settlement website at <http://www.MortgageFeeClassAction.com>. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.

If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to approve the Settlement. You may appear at the hearing, but you don't have to. You may hire your own attorney, at your own expense, to appear or speak for you at the hearing.

If you do not take any action, you will be legally bound by the Settlement and any orders or Judgments entered in the Action, and will fully, finally, and forever give up any rights to prosecute certain claims against Nationstar.

This notice provides limited information about the Settlement. For more information call 1-866-709-2460 or visit <http://www.MortgageFeeClassAction.com>.

EXHIBIT A2

Who's Included? Nationstar's records show you are a member of the Settlement Class. The Settlement Class includes all persons in the D.C. Class and Nationwide Class. The D.C. Class is defined as all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or IVR during the applicable statute of limitations. The Nationwide Class is all borrowers on residential mortgage loans on properties in the United States (other than the District of Columbia) which were: (1) 30 days or more delinquent on loan payment obligations when Nationstar acquired servicing rights; (2) 30 days or more delinquent on loan payment obligations when any of Nationstar's predecessors in interest acquired servicing rights; and/or (3) insured by the Federal Housing Administration.

What Are the Settlement Terms? Nationstar has agreed to establish a Settlement Fund of \$3,587,254. The Settlement Fund, net of any settlement notice and administration costs, service awards, and attorneys' fees and expenses award by the Court will be distributed to Class Members as follows: DC Class members will receive a pro rata share based on number of Fees each paid, and Nationwide Class members will receive a pro rata share based on the amount of Fees each paid. **Class Members may elect to receive their Settlement Payment via an electronic payment method (PayPal, Zelle, Venmo, etc.) at www.MortgageFeeClassAction.com.** Class Counsel may seek up to one third of the Settlement Fund for attorneys' fees plus reimbursement of litigation expenses, and the Class Representatives may each seek \$7,000 as Service Awards. In the event funds remain after distribution of funds, and payment of all attorneys' fees and expenses, costs, and service awards, **Class Members electing an electronic payment method shall be eligible to receive a secondary distribution.**

Your Rights May Be Affected. If you do not want to be legally bound by the Settlement, you must exclude yourself from the Settlement Class by **Month Day, 2023**. If you do not timely exclude yourself, you will not be able to sue for any claim relating to Fees paid between June 26, 2018, and [date]. If you exclude yourself or "opt out" of the Class, you won't get a payment. If you stay in the Settlement Class, you may object to the Settlement in writing by **Month Day, 2023**. A more detailed Long Form Notice, available at the website below, contains instructions for how to exclude yourself or object to the Settlement.

The Fairness Hearing. The Court will hold a hearing on _____, 2023 at ___ a.m./p.m., in the Courtroom of Judge Emmet G. Sullivan at 333 Constitution Avenue N.W. Washington, D.C. 20001. At the hearing, the Court will consider whether to approve the Settlement and Class Counsel's request for attorneys' fees and expenses, and the plaintiffs' service awards. Unless you opt-out of the Settlement, you may appear at the hearing, but you do not have to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing.

How Can I Get More Information? Visit the website below if you have questions or want more information about the lawsuit and your rights. You may also call 1-866-709-2460, or write to the Settlement Administrator at P.O. Box 3654, Baton Rouge, LA 70821.

www.MortgageFeeClassAction.com

1(866) 709-2460

If You Were Charged Fees by Nationstar Mortgage Services, LLC, for Making a Mortgage Payment by Telephone or IVR, You May Be Eligible for a Payment from a Class Action Settlement.

Visit www.MortgageFeeClassAction.com to elect to receive an electronic payment or to learn additional details.

Para una notificación en Español, visite nuestro sitio de web, www.MortgageFeeClassAction.com.

A \$3,587,254 Settlement has been reached in a class action lawsuit alleging that Nationstar Mortgage, LLC d/b/a Mr. Cooper ("Nationstar"), improperly charged fees to borrowers who made mortgage payments by telephone or IVR (interactive voice response) ("Convenience Fees" or "Fees"). Nationstar denies any wrongdoing. The Court has not decided who is right.

Visit www.MortgageFeeClassAction.com or call 1(866) 709-2460 for more information.

Nationstar Mortgage Settlement Administrator
P.O. Box 3654
Baton Rouge, LA 70821

ELECTRONIC SERVICE REQUESTED

[SETTLEMENT CLAIM ID]
[FIRST NAME] [LAST NAME]
[ADDRESS]
[ADDRESS]
[CITY] [STATE] [ZIP]



Postal Service: Do Not Mark or Cover Barcode

EXHIBIT A3

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLUMBIA

A class action settlement may affect your rights if you paid Nationstar Mortgage LLC, d/b/a Mr. Cooper (“Nationstar”) a fee to make a loan payment by telephone or interactive voice recognition (“IVR”) between May 26, 2018, and [Date].

THIS NOTICE COULD AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

A court authorized this Notice. This is not a solicitation from a lawyer.

- Nationstar’s records identify you as a Class Member.
- A proposed settlement requires Nationstar to pay \$3,587,254 to make payments to Class Members and to pay other fees and expenses.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
Do Nothing and Receive a Paper Check Payment	<p>If you are entitled under the Settlement to payment, you do not have to do anything to receive it. If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i>, you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment via a paper check mailed to you. This option means that you give up your right to bring your own lawsuit against Nationstar about the claims in this case.</p>
Elect to Receive an Electronic Payment and if Available, a Secondary Distribution	<p>If you are entitled under the Settlement to payment, you may elect to receive your payment electronically via Zelle, PayPal, Venmo, etc. via the Settlement Website at www.MortgageFeeClassAction.com.</p> <p>If the Court approves the Settlement and it becomes final and effective, and you remain in the Settlement Class (<i>i.e.</i>, you do nothing and do not otherwise exclude yourself from the Settlement), you will automatically receive a payment via the digital payment option you elected. This option means that you give up your right to bring your own lawsuit against Nationstar about the claims in this case.</p> <p>In the event funds remain after distribution of all settlement payments to the Settlement Class, such as in the event checks remain uncashed, you will be eligible to receive a secondary distribution.</p>
Exclude Yourself from the Settlement Deadline: [Date]	<p>Instead of doing nothing, you may ask to be excluded from the lawsuit. If you do so, you will receive no benefit from the Settlement, but you retain your right to sue on your own.</p>
Object	<p>You may object to the terms of the Settlement Agreement and have your objections heard at the [date] Final Approval Hearing.</p>

Deadline: [Date]	
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These rights and options – **and the deadlines to exercise them** – are explained in this notice.

The United States District Court for the District of Columbia (the “Court”) authorized this Notice. The following is a summary of the Settlement and of your rights. A full copy of the Settlement Agreement is available at www.MortgageFeeClassAction.com.

THIS IS NOT A SUIT AGAINST YOU. The purpose of this Notice is to advise you that a Settlement has been reached in a class action lawsuit (the “Lawsuit”) against Nationstar Mortgage LLC, d/b/a Mr. Cooper (“Defendant” or “Nationstar”). The Notice is being sent to you because the parties’ records indicate that you are included in the Settlement and entitled to a cash payment.

This notice summarizes the proposed settlement and your rights. The precise terms and conditions of the settlement are set forth in the settlement agreement, which may be viewed by accessing the following website www.MortgageFeeClassAction.com or by contacting the Settlement Administrator at 1-866-709-2460, contacting class counsel at the addresses listed below, or by accessing the Court docket in this case, for a fee, through the Court’s Public Access to Court Electronic Records (PACER) system at www.pacer.gov.

1. What is This Lawsuit About?

The lawsuit alleges that Defendant violated the Fair Debt Collection Practices Act by improperly assessing fees for optional payment services when settlement Class Members made mortgage payments by telephone or interactive voice recognition (“IVR”). Defendant denies any and all wrongdoing. Defendant has agreed to the Settlement solely to avoid the burden, expense, risk, and uncertainty of continuing the Lawsuit.

2. Who is Included in the Settlement

The parties’ records indicate that you are a Class Member. The Settlement Class is defined as all persons in the D.C. Class and Nationwide Class, defined as follows:

The D.C. Class is defined as all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or IVR during the applicable statute of limitations. The D.C. Class consists of borrowers on 780 accounts, who in 5,767 instances paid convenience fees to make payment by telephone.

The Nationwide Class is all borrowers on residential mortgage loans on properties in the United States (other than the District of Columbia) which were: (i) 30 days or more delinquent on loan payment obligations when Nationstar acquired servicing rights; (ii) 30 days or more delinquent on loan payment obligations when any of Nationstar’s predecessors in interest acquired servicing rights; and/or (iii) insured by the Federal Housing Administration. The Nationwide Class consists of borrowers who paid convenience fees to make payments by telephone, after refunds, in the amount of \$5,617,750.

3. What Does the Settlement Provide?

(1) **Payment to Class Members.** Nationstar will establish a Settlement Fund in the amount of \$3,587,254 from which Class Members will receive payments by check or by electronic payment method. The Settlement Fund, net of any settlement notice and administration costs,

service awards, and attorneys' fees and expenses awarded by the Court will be distributed to Class Members as follows: \$1,441,750 will be distributed to the DC Class members, *pro rata* based on the number of Convenience Fees each Class member paid; \$1,966,213 will be distributed to Nationwide Class members, *pro rata*; and the balance will be used to cover administrative expenses and costs of notice. Each Class Member will receive a Settlement Payment from the Settlement Fund of no less than \$5.

Class Members may visit the Settlement Website to at www.MortgageFeeClassAction.com elect to receive their Settlement Payment via an electronic payment method (PayPal, Zelle, Venmo, etc.). Any Class Member who elects to receive their Settlement Payment via an electronic payment method shall be eligible to receive a secondary distribution in the event Settlement Funds remains after expiration of any checks paid to Settlement Class members and payment of all attorneys' fees and expenses, administrative costs, and incentive awards.

Class Members who do not elect to receive their Settlement Payment via an electronic payment method will be mailed a check. Checks will be valid for 90 days. Settlement Class Members may request that the Settlement Administrator reissue a check for one additional 90-day period for good cause shown.

Please understand that these sums may be taxable, that such tax consequences are further described in the settlement agreement, and that counsel is not giving you any tax advice. You are encouraged to seek tax advice without delay from a tax professional.

- (2) **Service Award.** The Plaintiffs who brought this lawsuit will each request a service award of \$7,000 for serving as class representatives.
- (3) **Attorney's Fees and Costs.** Class counsel are Bailey Glasser, LLP and Tycko & Zavareei. They will request attorneys' fees of no more than one-third of the total amount of the Settlement Fund, plus their litigation expenses. The Court will determine the appropriate amount of the attorneys' fees and awards to be paid. The Settlement is not conditioned upon approval of any of the attorneys' fees, costs, or service award amounts.
- (4) **Opinion of Class Counsel.** Class counsel considers it to be in the best interest of the class to enter into this Settlement on the terms described in light of the potential recovery, Defendant's defenses, and the uncertainties of continued litigation.
- (5) **Release.** Each person who remains in the Settlement Class and receives Settlement benefits will, if the Settlement is approved, release Defendants from any and all actual or potential claims, actions, causes of action, suits, counterclaims, crossclaims, third-party claims, contentions, allegations, and assertions of wrongdoing, and any demands for any and all debts, obligations, liabilities, damages (whether actual, compensatory, treble, punitive, exemplary, statutory, or otherwise), attorneys' fees, costs, restitution, disgorgement, injunctive relief, and any other type of equitable, or legal statutory relief, any other benefits, or any penalties of any type whatsoever, whether known or unknown, suspected or unsuspected, contingent or non-contingent, or discovered or undiscovered, whether asserted in federal court, state court, arbitration, or otherwise, and whether triable before a judge or jury or otherwise, arising from any violation of FDCPA, or any other state, federal or local law, statute, regulation or common law based on the allegations in the Civil Action, which relate to convenience fees identified in the Amended Complaint.
- (6) **Binding Effect of Class Judgment.** Upon conclusion of the settlement, the judgment of the Court will be binding upon all class members who do not opt out of the Settlement.

4. The Court's Fairness Hearing

The U.S. District Court for the District of Columbia will hold a hearing in this case on _____, 2023 at __ a.m./p.m., in the Courtroom of Judge Emmet G. Sullivan at 333 Constitution Avenue N.W. Washington, D.C. 20001. Unless you opt-out of the Settlement, you may appear at the hearing, but you do not have to attend. You may also hire your own attorney, at your own expense, to appear or speak for you at the hearing. The hearing date and time may be changed without further notice. If you wish to attend the hearing, you should call the Settlement Administrator in advance to confirm the day and time.

5. What Are Your Options?

- (1) **Do Nothing.** To accept the Settlement and **receive a payment via paper check, you do not need to do anything.** If the Settlement is approved, you will be bound by all of its terms, and a check will be mailed to you. If you change your address, please inform the Settlement Administrator at the address below;
- (2) **Elect An Electronic Payment.** To accept the Settlement, and receive an electronic payment in lieu of a paper check, you must visit the Settlement Website at www.MortgageFeeClassAction.com and opt in to receive a payment via Zelle, Venmo, PayPal, etc. In the event funds remain after distribution of all settlement payments to the Settlement Class, such as in the event checks remain uncashed, you will be eligible to receive a secondary distribution.
- (3) **Exclude Yourself.** You may “opt out” and exclude yourself from the Settlement. If you opt out, you will not receive any cash payment, and you will not release any claims you may have against Defendant. If you opt out, you will be free to pursue whatever legal rights you may have by pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the Settlement, you must mail a letter to the Settlement Administrator (address below) stating that you wish to do so. Your letter must include your name, address, telephone number, the last four digits of your Social Security Number, and a statement that you are seeking exclusion. You must postmark your letter no later than _____, 2023; OR
- (4) **Object to the Settlement.** If you object to the Settlement, you must file with the Court a signed notice of your intention to appear; a statement saying that you object to the Settlement in *McFadden v. Nationstar*, Civil Action No. 1:20-cv-00166; submit documentary proof that you are a member of the Settlement Class; provide your name, address and telephone number; specifically state the basis for your objection(s); identify whether the objection applies to the entire Settlement Class, a specific subset of the Settlement Class, or only to the objector; and serve copies of the foregoing and all other papers in support of such objection(s) upon the following:

Court:

Clerk, U.S. District Court
333 Constitution Avenue, NW
Washington, D.C. 20001

Administrator:

Nationstar Mortgage Settlement Administrator
PO Box 3654
Baton Rouge, LA 70821

Class Counsel:

James L. Kauffman
Bailey Glasser, LLP
1055 Thomas Jefferson Street, NW, Suite 540
Washington, D.C. 20007

Hassan A. Zavareei
Kristen Simplicio
Tycko & Zavareei LLP
2000 Pennsylvania Avenue NW, Suite 1010
Washington, D.C. 20006

Nationstar's counsel:

Jason E. Manning
Troutman Pepper Hamilton Sanders LLP
222 Central Park Avenue, Suite 2000
Virginia Beach, VA 23462

The objection must also state whether you or your own lawyer would like to appear and speak at the Court's fairness hearing, at your own cost. You do not need to appear at the fairness hearing to object to the settlement. If you intend to call witnesses at the fairness hearing, the objection should list any witnesses you intend to call.

PLEASE DIRECT QUESTIONS TO:

**Nationstar Mortgage Settlement Administrator
PO Box 3654
Baton Rouge, LA 70821**

1-866-709-2460

www.MortgageFeeClassAction.com

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JACKERLY MCFADDEN, CELINDA LAKE,
MARY MONTGOMERY, and LILLIAN
NELSON, *On Behalf of Themselves and All
Others Similarly Situated,*

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC,
d/b/a MR. COOPER,

Defendant.

Case No. 1:20-cv-00166

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

After considering Plaintiffs' Motion for Preliminary Approval of Class Settlement,

IT IS HEREBY ORDERED THAT:

1. Plaintiffs' Motion is GRANTED.
2. After a preliminary review, the Settlement appears to be fair, reasonable, and adequate. The Settlement: (a) resulted from arm's-length negotiations between experienced counsel overseen by an experienced mediator; (b) eliminates the risk, costs, delay, inconvenience, and uncertainty of continued litigation; (c) does not provide undue preferential treatment to Class Representatives or to segments of the Nationwide Class or the D.C. Class (collectively, the "Class"); (d) does not provide excessive compensation to counsel for the Classes; and (e) is therefore sufficiently fair, reasonable, and adequate to warrant providing notice of the Settlement to the Class. Accordingly, the Court preliminarily approves the Settlement, subject to further consideration at the Final Approval Hearing described below.

3. The Final Approval Hearing shall be held before this Court on _____, at ___:___
_.m., 120 days from the date of this order, at the United States District Court for the District of
Columbia, 333 Constitution Avenue N.W., Washington, D.C. 20001 for the following purposes:

- a. to determine whether the Settlement is fair, reasonable, and adequate, and should
be approved by the Court;
- b. to determine whether judgment should be entered, dismissing the Complaint on
the merits and with prejudice;
- c. to consider the fee and expense application;
- d. to consider Settlement Class Members' objections to the Settlement, or the
application for fees and expenses, if any;
- e. to rule upon such other matters as the Court may deem appropriate.

4. The Court may adjourn the Final Approval Hearing without further notice to the
members of the Class, and reserves the right to approve the Settlement with such modifications
as may be agreed upon or consented to by the parties and without further notice to the Class where
to do so would not impair Class Members' rights in a manner inconsistent with Rule 23 and due
process of law. The Court further reserves the right to enter its judgment approving the Settlement
and dismissing the Complaint on the merits and with prejudice regardless of whether it has
approved the fee and expense application.

5. The Court will consider objections to the Settlement or the request for fees and
expenses, only if such objections and any supporting papers are sent to the Settlement
Administrator and postmarked no later than twenty-one days prior to the Final Approval Hearing.

6. Plaintiffs' application for fees and expenses shall be filed no later than sixty days
before the Final Approval Hearing. Plaintiffs' Motion for Final Approval of the Settlement,

including any replies to any objections, shall be filed at least thirty days prior to the Final Approval Hearing.

7. The Settlement Class satisfies Rule 23 and is preliminarily certified.

a. The D.C. Class is defined as: all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or interactive voice recognition (IVR) during the applicable statute of limitations. The D.C. Class consists of borrowers on 780 accounts, who in 5,767 instances paid convenience fees to make payment by telephone.

b. The Nationwide Class is defined as: all borrowers on residential mortgage loans secured by properties in the United States (other than the District of Columbia) which were: (i) 30 days or more delinquent on loan payment obligations when Mr. Cooper acquired servicing rights; (ii) 30 days or more delinquent on loan payments when any of Mr. Cooper's predecessors in interest acquired servicing rights; and/or (iii) insured by the Federal Housing Administration. The Nationwide Class consists of borrowers who paid convenience fees to make payment by telephone, less refunds in the amount of \$5,617,750.

8. The notice documents of the Settlement are hereby approved as to form and content. Settlement Agreement, Exhibit A1 (Email Notice); Settlement Agreement, Exhibit A2 (Postcard Notice); Settlement Agreement, Exhibit A3 (Long Form Notice).

9. The Settlement Website advising the Class Members of the Settlement is hereby approved as to form and content.

10. The firm of EAG Gulf Coast, LLC (“Administrator”) is appointed to supervise and administer the notice procedure.

11. Within seven days from the entry of this order, Defendant shall provide the Administrator and Class Counsel with the name, last known address, email address, fees paid, and social security number of each Settlement Class Member.

12. Within twenty-one days from the date of this order, the Administrator shall cause the Email Notice to be disseminated by emailing each Settlement Class Member at his or her last known email address, or if no email address is available, mail the Postcard Notice to each Settlement Class Member at his or her own mailing address.

13. Contemporaneous with the Email Notice and Postcard Notice, the Administrator shall display in the internet website dedicated to this case, www.MortgageFeeClassAction.com, the Long-Form Notice in substantially the same form as Exhibit A3.

14. The Court finds that the proposed Notice Plan, which consists of Email Notice and Postcard Notice, as well as a Long Form Notice and Settlement Website, constitutes the best notice practicable under the circumstance, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of due process and all other applicable laws.

IT IS SO ORDERED.

DATED: _____

HONORABLE EMMET G. SULLIVAN
UNITED STATES DISTRICT JUDGE

EXHIBIT 2



Firm Resume

Jonathan Tycko and Hassan Zavareei founded Tycko & Zavareei LLP in 2002 when they left a large national firm to form a private public interest law firm. Since then, a wide range of clients have trusted the firm with their most difficult problems. Those clients include individuals fighting for their rights, tenants' associations battling to preserve decent and affordable housing, consumers seeking redress for unfair business practices, whistleblowers exposing fraud and corruption, and non-profit entities and businesses facing difficult litigation.

The firm's practice focuses on complex litigation, with a particular emphasis on consumer and other types of class actions, and *qui tam* and False Claims Act litigation. In its class action practice, the firm represent consumers who have been victims of corporate wrongdoing. The firm's attorneys bring a unique perspective to such litigation because many of them trained at major national defense firms where they obtained experience representing corporate defendants in such cases. This unique perspective enables the firm to anticipate and successfully counter the strategies commonly employed by corporate counsel defending class action litigation. Tycko & Zavareei LLP's attorneys have successfully obtained class certification, been appointed class counsel, and obtained approval of class action settlements with common funds totaling over \$500 million.

Tycko & Zavareei LLP's twenty-four attorneys graduated from some of the nation's finest law schools, including Harvard Law School, Columbia Law School, Duke University School of Law, UC Berkeley School of Law, UC Hastings College of the Law, Georgetown Law, the University of Michigan Law School, and the University of Miami School of Law. They have served in prestigious clerkships for federal and state trial and appellate judges and have worked for low-income clients through competitive public interest fellowships. The firm's diversity makes it a leader amongst its peers, and the firm actively and successfully recruits attorneys who are women, people of color, and LGBTQ. To support its mission of litigating in the public interest, Tycko & Zavareei LLP offers a unique public interest fellowship for recent law graduates. Tycko & Zavareei LLP's attorneys practice in state and federal courts across the nation.

Representative Cases

***Vergara v. Uber Technologies, Inc.*, No. 1:15-cv-06972 (N.D. Ill.).** Tycko & Zavareei LLP served as Co-Lead Counsel in this case under the Telephone Consumer Protection Act, in which he obtained a class settlement of \$20 million.

***In re Fifth Third Early Access Cash Advance Litigation*, No. 1:12-cv-00851 (S.D. Ohio).** Tycko & Zavareei LLP was appointed Co-Lead Counsel in these consolidated payday lending cases, which are in discovery after a successful appeal before the Sixth Circuit.

***Farrell v. Bank of America, N.A.*, No. 16-cv-000492 (S.D. Cal.).** As Co-Lead Counsel, Tycko & Zavareei LLP obtained a settlement valued at \$66.6 million plus injunctive relief valued at \$1.2 billion.

***In re TD Bank, N.A. Debit Card Overdraft Fee Litigation*, No. 15-mn-02613 (D.S.C.).** Tycko & Zavareei LLP serves on the Plaintiffs Executive Committee in this case challenging TD Bank's overdraft fee practices. Tycko & Zavareei LLP assisted in obtaining a \$70 million class settlement.

***In re Higher One Account Marketing & Sales Practices Litigation*, No. 12-md-02407 (D. Conn.).** As Lead Counsel, Tycko & Zavareei LLP helped secure a \$15 million common fund settlement with significant changes to business practices for illegal debit card fees.

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510.254.6808

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10880 Wilshire Blvd., Suite 1101
Los Angeles, CA 90024
510.254.6808



***Duval v. Citizens Financial Group, Inc.*, No. 10-cv-21080 (S.D. Fla.).** Tycko & Zavareei LLP was appointed Class Counsel and obtained a common fund settlement of \$137.5 million.

***In re American Psychological Association Assessment Fee Litigation*, No. 10-cv-01780 (D.D.C.).** Tycko & Zavareei LLP served as Co-Lead Counsel in this case challenging the APA's deceptive fee practices, and achieved a \$9.02 million common fund settlement for the class.

***Lloyd v. Navy Federal Credit Union*, No. 17-cv-1280 (S.D. Cal.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped secure a \$24.5 million common fund settlement on behalf of a class of NFCU customers harmed by the credit union's overdraft fee practices.

***Morgan v. Apple, Inc.*, No. 17-cv-5277 (N.D. Cal.), *Simmons v. Apple Inc.*, No. 17CV312251 (Sup. Ct. Ca., Santa Clara Cty.).** Tycko & Zavareei LLP is currently serving as Lead Counsel in this class action challenging Apple's deceptive marketing of Powerbeats headphones and secured a \$9.75 million settlement for the class, which is pending preliminary approval.

***Wallace v. Wells Fargo Bank, N.A.*, No. 17CV31775 (Sup. Ct. Ca., Santa Clara Cty.).** Tycko & Zavareei LLP serve as Co-Lead Counsel in this case against Wells Fargo's overdraft fee practices. Tycko & Zavareei LLP recently moved for preliminary approval of a \$10.5 million common fund class settlement.

***Roberts v. Capital One Financial Corporation*, No. 16-cv-04841 (S.D.N.Y.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped secure a \$17 million settlement on behalf of Capital One customers forced to pay excessive overdraft fees.

***Hawkins v. First Tennessee Bank, N.A.*, No. CT-0040851-11 (Cir. Ct. Shelby Cty. Tenn.).** As Co-Lead Counsel, Tycko & Zavareei LLP helped obtain a class settlement of \$16.75 million on behalf of bank customers harmed by First Tennessee's predatory overdraft fees.

***Mascaro v. TD Bank, N.A.*, No. 10-cv-21117 (S.D. Fla.).** Tycko & Zavareei LLP was appointed Class Counsel and was instrumental in obtaining a \$62 million common fund on behalf of the class.

***Trombley v. National City Bank*, No. 10-cv-00232 (D.D.C.).** Tycko & Zavareei LLP served as Lead Counsel and obtained a \$12 million common fund settlement on behalf of a class of consumers.

***Taulava v. Bank of Hawaii*, No. 11-1-0337-02 (Cir. Ct. of 1st Cir., Haw.).** As Co-Lead Counsel, Tycko & Zavareei LLP obtained a \$9 million common fund for a class of customers who were harmed by Bank of Hawaii's overdraft fee practices.

***Bodnar v. Bank of America, N.A.*, No. 14-cv-3224 (E.D. Pa.).** Tycko & Zavareei LLP served as lead Counsel and obtained a \$27.5 million class settlement and significant injunctive relief.

***Lambert v. Navy Federal Credit Union*, No. 19-cv-00103 (E.D. Va.).** Tycko & Zavareei LLP was appointed Class Counsel and helped secure a \$16 million settlement on behalf of members of Navy Federal Credit Union who were harmed by the credit union's practice of assessing a second or third NSF Fee upon re-presentation of debit items or checks.

***Hamm v. Sharp Electronics Corp.*, No. 19-cv-488 (M.D. Fla.).** Tycko & Zavareei LLP was appointed Co-Lead Counsel and was instrumental in providing relief valued at \$109 million for class members exposed to a product defect in certain Sharp Microwave Drawer Ovens.

***Gibbs v. TCV V, LP & Gibbs v. Rees*, Nos. 19-cv-789 & 20-cv-717 (E.D. Va.).** Tycko & Zavareei LLP was named class counsel in one of, if not, the largest unlawful tribal payday lending schemes. Thus far, class counsel has been able to obtain a settlement fund over \$60 million as well as the cancellation of \$380 million in loans.

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Our Diversity

Tycko & Zavareei LLP is committed to fostering an equitable, diverse, and inclusive work environment. We believe that a diverse team significantly improves our work product and ability to innovate, enhances our ability to serve our clients, and strengthens our ability to attract talented individuals. We strive to maintain a culture that celebrates the strengths of every team member. The firm engages in ongoing efforts to foster a culture of mutual respect and attract, retain, and promote outstanding lawyers and staff from all backgrounds, perspectives, and abilities.

Our team was honored with the 2022 Diversity Initiative Award from The National Law Journal's Elite Trial Lawyers recognition program.

Tycko & Zavareei LLP's Firm Breakdown:

Attorneys

- **70%** of attorneys identify as women
- **78%** of partners identify as women
- **35%** of attorneys identify as persons of color
- **30%** of attorneys identify as LGBTQIA+

Attorneys and Staff

- **82%** identify as women
- **18%** identify as persons of color
- **46%** identify as LGBTQIA+



Hassan A. Zavareei

Partner

202.973.0900
hzavareei@tzlegal.com



Mr. Zavareei has devoted the last two decades to recovering hundreds of millions of dollars on behalf of consumers and workers. He has served in leadership roles in dozens of class action cases and has been appointed Class Counsel on behalf of numerous litigation and settlement classes. An accomplished and experienced attorney, Mr. Zavareei has litigated in state and federal courts across the nation in a wide range of practice areas; tried several cases to verdict; and successfully argued numerous appeals, including in the D.C. Circuit, the Fourth Circuit, and the Fifth Circuit.

After graduating from UC Berkeley School of Law, Mr. Zavareei joined the Washington, D.C. office of Gibson, Dunn & Crutcher LLP. There, he managed the defense of a nationwide class action brought against a major insurance carrier, along with other complex civil matters. In 2002, Mr. Zavareei founded Tycko & Zavareei LLP with his partner Jonathan Tycko.

Mr. Zavareei has served as lead counsel or co-counsel in dozens of class actions involving deceptive business practices, defective products, and/or privacy. He has been appointed to leadership roles in multiple cases. As Lead Counsel in an MDL against a financial services company that provided predatory debit cards to college students, Mr. Zavareei spearheaded a fifteen-million-dollar recovery for class members. He is currently serving as Co-Lead Counsel in consolidated proceedings against Fifth Third Bank, and on the Plaintiffs' Executive Committee in MDL litigation against TD Bank. As Co-Lead Counsel in *Farrell v. Bank of America*, a case challenging Bank of America's punitive overdraft fees, Mr. Zavareei secured a class settlement valued at \$66.6 million in cash and debt relief, together with injunctive relief forcing the bank to change a practice that will save millions of low-income consumers approximately \$1.2 billion in overdraft fees. In his Order granting final approval, Judge Lorenz of the U.S. District Court for the Southern District of California described the outcome as a "remarkable" accomplishment achieved through "tenacity and great skill."

Education

UC Berkeley School of Law, 1995,
Order of the Coif
Duke University, 1990, *cum laude*

Bar Admissions

California
District of Columbia
Maryland
Supreme Court of the United States

Memberships

Public Justice, Board Member
American Association for Justice

Awards

Washington Lawyers Committee,
Outstanding Achievement Award
Super Lawyer
Lawdragon 500

Presentations & Publications

Witness Before the Subcommittee on
the Constitution and Civil Justice,
115th Congress
Witness Before the Civil Rules
Advisory Committee, 2018, 2019
Editor, Duke Law School Center for
Judicial Studies, Guidance on New
Rule 23 Class Action Settlement
Provisions

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Andrea R. Gold

Partner

202.973.0900
agold@tzlegal.com



Andrea Gold has spent her legal career advocating for consumers, employees, and whistleblowers. Ms. Gold has litigated numerous complex cases, including through trial. Her extensive litigation experience benefits the firm's clients in both national class action cases as well as in qui tam whistleblower litigation.

She has served as trial counsel in two lengthy jury trials.

In her class action practice, Ms. Gold has successfully defended dispositive motions, navigated complex discovery, worked closely with leading experts, and obtained contested class certification. Her class action cases have involved, amongst other things, unlawful bank fees, product defects, violations of the Telephone Consumer Protection Act, and deceptive advertising and sales practices.

Ms. Gold also has significant civil rights experience. She has represented individuals and groups of employees in employment litigation, obtaining substantial recoveries for employees who have faced discrimination, harassment, and other wrongful conduct. In addition, Ms. Gold has appellate experience in both state and federal court.

Prior to joining Tycko & Zavareei LLP, Ms. Gold was a Skadden fellow. The Skadden Fellowship Foundation was created by Skadden, Arps, Slate, Meagher & Flom LLP, one of the nation's top law firms, to support the work of new attorneys at public interest organizations around the country.

Ms. Gold earned her law degree from the University of Michigan Law School, where she was an associate editor of the Journal of Law Reform, co-President of the Law Students for Reproductive Choice, and a student attorney at the Family Law Project clinical program. Ms. Gold graduated with high distinction from the University of Michigan Ross School of Business in 2001, concentrating her studies in Finance and Marketing.

Education

University of Michigan Law School,
2004

University of Michigan, Ross School
of Business, 2001

Bar Admissions

District of Columbia
Illinois
Maryland
Supreme Court of the United States

Memberships

American Association for Justice
National Associate of Consumer
Advocates
National Employment Lawyers
Association
Public Justice
Taxpayers Against Fraud Education
Fund

Awards

National Trial Lawyers, Top 100 Civil
Plaintiff Lawyers, 2020
Super Lawyers, Rising Star
Skadden Fellow, Skadden Arps Slate
Meagher & Flom LLP, 2004-2006

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Jonathan Tycko

Partner

202.973.0900
jtycko@tzlegal.com

In his 29 years of practice, Jonathan Tycko has represented a wide range of clients, including individuals, Fortune 500 companies, privately-held business, and non-profit associations, in both trial and appellate courts around the country. Although he continues to handle a variety of cases, his current practice is focused primarily on helping whistleblowers expose fraud and corruption through qui tam litigation under the False Claims Act and other similar whistleblower statutes. Mr. Tycko's whistleblower clients have brought to light hundreds of millions of dollars in fraud in cases involving healthcare, government contracts, and customs duties, banking and tax. He is a frequent author and speaker on issues relating to whistleblower cases.

Prior to founding Tycko & Zavareei LLP in 2002, Mr. Tycko was with Gibson, Dunn & Crutcher LLP, one of the nation's top law firms. He received his law degree in 1992 from Columbia University Law School, and earned a B.A. degree, with honors, in 1989 from The Johns Hopkins University. After graduating from law school, Mr. Tycko served for two years as law clerk to Judge Alexander Harvey, II, of the United States District Court for the District of Maryland.

In addition to his private practice, Mr. Tycko is an active participant in other law-related and community activities. He has served as Co-Chair of the Education Committee of the Taxpayers Against Fraud Education Fund, charged with planning the premier annual conference of whistleblower attorneys and their counterparts at the United States Department of Justice and other government agencies. He has taught as an Adjunct Professor at the George Washington University Law School. He is a former member and Chairperson of the Rules of Professional Conduct Review Committee of the District of Columbia Bar, where he helped draft the ethics rules governing members of the bar. And Mr. Tycko was a long-time member of the Board of Trustees of Studio Theatre, one of the D.C. area's top non-profit theaters.

Mr. Tycko is admitted to practice before the courts of the District of Columbia, Maryland and New York, as well as before numerous federal courts around the country.



Education

Columbia University Law School,
1992

The Johns Hopkins University, 1989,
with Honors

Bar Admissions

District of Columbia
Maryland
New York
Supreme Court of the United States

Memberships

Law360 Government Contracts
Editorial Board Member
American Association for Justice
Public Justice
Taxpayers Against Fraud Education
Fund (TAFEF)

Awards and Honors

2020 National Law Review Go-To
Thought Leader Award for False
Claims Act
Super Lawyers, 2012-current
Member of the D.C. Bar Leadership
Academy
Stone Scholar (all three years),
Columbia Law School
Thomas E. Dewey Prize for Best
Brief, Harlan Fiske Stone Moot Court
Competition, Columbia Law School



Anna Haac

Partner

202.973.0900
ahaac@tzlegal.com



Anna C. Haac is a Partner in Tycko & Zavareei LLP's Washington, D.C. office. She focuses her practice on consumer protection class actions and whistleblower litigation. Her prior experience at Covington & Burling LLP, one of the nation's most prestigious defense-side law firms, gives her a unique advantage when representing plaintiffs against large companies in complex cases. Since arriving at Tycko & Zavareei LLP, Ms. Haac has represented consumers in a wide range of practice areas, including product liability, false labeling, deceptive and unfair trade practices, and predatory financial practices. Her whistleblower practice involves claims for fraud on federal and state governments across an equally broad spectrum of industries, including health care fraud, customs fraud, and government contracting fraud.

Ms. Haac has helped secure multimillion-dollar relief on behalf of the classes and whistleblowers she represents. Ms. Haac also serves as the D.C. Co-Chair of the National Association of Consumer Advocates and as Co-Chair of the Antitrust and Consumer Law Section Steering Committee of the D.C. Bar.

Ms. Haac earned her law degree *cum laude* from the University of Michigan Law School in 2006 and went on to clerk for the Honorable Catherine C. Blake of the United States District Court for the District of Maryland. Prior to law school, Ms. Haac graduated with a B.A. in political science with Highest Distinction from the Honors Program at the University of North Carolina at Chapel Hill.

Ms. Haac is a member of the District of Columbia and Maryland state bars. She is also admitted to the United States Court of Appeals for the Second, Third, and Fourth Circuits and the United States District Courts for the District of Columbia, District of Maryland, and the Eastern District of Michigan, among others.

Education

University of Michigan Law School,
2006, *cum laude*

University of North Carolina at
Chapel Hill, 2002, Highest Honors

Bar Admissions

District of Columbia
Maryland

Memberships

Antitrust & Consumer Protection
Section of District of Columbia Bar,
Co-Chair (2017-2020)

National Association of Consumer
Advocates, District of Columbia
Co-Chair

Public Justice

Awards

2022 & 2023 Washington, D.C.
Super Lawyers List

Presentations & Publications

Pre-conference Workshop Co-
Chair and Speaker, "So You Want to
be a Class Action Attorney,"
National Association of Consumer
Advocates Spring Training (May
2022).

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Annick M. Persinger

Partner

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Annick M. Persinger leads Tycko & Zavareei LLP's California office as California's Managing Partner. While at Tycko & Zavareei LLP, Ms. Persinger has dedicated her practice to utilizing California's prohibitions against unfair competition and false advertising to advocate for consumers. Ms. Persinger has taken on financial institutions, companies that take advantage of consumers with deceptive advertising, tech companies that disregard user privacy, companies that sell defective products, and mortgage loan servicers. Ms. Persinger also represents whistleblowers who expose their employer's fraudulent practices.

Ms. Persinger graduated magna cum laude as a member of the Order of the Coif from the University of California, Hastings College of the Law in 2010. While in law school, Ms. Persinger served as a member of Hastings Women's Law Journal, and authored two published articles. In 2008, Ms. Persinger received an award for Best Oral Argument in the first year moot court competition. In 2007, Ms. Persinger graduated *cum laude* from the University of California, San Diego with a B.A. in Sociology, and minors in Law & Society and Psychology.

Following law school, Ms. Persinger worked as a legal research attorney for Judge John E. Munter in Complex Litigation at the San Francisco Superior Court.

Ms. Persinger served as an elected board member of the Bay Area Lawyers for Individual Freedom (BALIF) from 2017 to 2019, and as Co-Chair of BALIF from 2018 to 2019. During her term on the BALIF Board of Directors, Ms. Persinger advocated for LGBTQI community members with intersectional identities, and promoted anti-racism and anti-genderism. Ms. Persinger now serves as a Steering Committee member for the Cambridge Forum on Plaintiffs' Food Fraud Litigation.



Education

University of California Hastings
College of Law, 2010, *magna cum laude*,
Order of the Coif

University of California San Diego,
2007, *cum laude*

Bar Admissions

California

Memberships

American Association for Justice

Plaintiffs' Food Fraud Litigation, 2020
Steering Committee Member

Public Justice

Awards

Elite Women of the Plaintiffs Bar
(2022)

Super Lawyer, Rising Star 2020

UC Hastings, Best Oral Argument
2008

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In 20 years of practice, Sabita J. Soneji has developed extensive experience in litigation and legal policy at both the federal and state level and a passion for fighting consumer fraud. Now a Partner in Tycko & Zavareei LLP's Oakland office, she focuses on consumer protection class actions and whistleblower litigation. In addition to her success with novel Telephone Consumer Protection cases, False Claims Act cases involving insurance fraud, and deceptive and false advertising cases, Ms. Soneji serves in leadership on multi-district litigation against Juul, for its manufacture and marketing to youth of an addictive nicotine product. Ms. Soneji also successfully represents consumers harmed by massive data breaches and by corporate practices that collect and monetize user data without consent. She serves as head of the firm's Privacy and Data Breach Group.

Ms. Soneji began that work during her time with the United States Department of Justice, as Senior Counsel to the Assistant Attorney General. In that role, she oversaw civil and criminal prosecution of various forms of financial fraud that arose in the wake of the 2008 recession. For that work, Ms. Soneji partnered with other federal agencies, state attorneys' general, and consumer advocacy groups. Beyond that affirmative work, Ms. Soneji worked to defend various federal programs, including the Affordable Care Act in nationwide litigation.

Ms. Soneji has extensive civil litigation experience from her four years with international law firm, her work as an Assistant United States Attorney in the Northern District of California, and from serving as Deputy County Counsel for Santa Clara County, handling civil litigation on behalf of the County including regulatory, civil rights, and employment matters. She has successfully argued motions and conducted trials in both state and federal court and negotiated settlements in complex multi-party disputes.

Early in her career, Ms. Soneji clerked for the Honorable Gladys Kessler on the United States District Court for the District of Columbia, during which she assisted the judge in overseeing the largest civil case in American history, *United States v. Phillip Morris, et al.*, a civil RICO case brought against major tobacco manufacturers for fraud in the marketing, sale, and design of cigarettes. The opinion in that case paved the way for Congress to authorize FDA regulation of cigarettes.

Ms. Soneji is a graduate of the University of Houston, *summa cum laude*, with degrees in Math and Political Science, and Georgetown University Law Center, *magna cum laude*.



Education

Georgetown University Law Center,
magna cum laude

University of Houston, *summa cum laude*

Bar Admissions

District of Columbia
California
Supreme Court of the United States

Memberships

Ninth Circuit Judicial Council Lawyer Representative for the Northern District of California, 2023-2025

Law360 Diversity & Inclusion Editorial Advisory Board Member, 2022-2023

American Association for Justice

Public Justice, 2022-2023 Member of the Board of Directors

Impact Fund

Taxpayers Against Fraud Education Fund (TAFEF)

Awards

Attorney General's Award 2014

Presentations & Publications

"FTC investigation of ChatGPT a win for consumers," The Daily Journal (July 24, 2023)

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Kristen G. Simplicio

Partner

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ksimplicio@tzlegal.com

Kristen G. Simplicio has devoted her career to representing victims of illegal debt collection practices, false advertising, and other fraudulent and unfair corporate schemes. Prior to joining Tycko & Zavareei LLP's D.C. office in 2020, she spent ten years at a boutique class action firm in California.

Ms. Simplicio is currently representing plaintiffs in several cases in the education field. She is serving as counsel for plaintiffs in a case against a prominent university and its for-profit recruiting partner over a decade-long advertising campaign centering on the school's artificially inflated U.S. News rankings. She is also currently representing plaintiffs in a RICO suit against an online for-profit university over a deceptive scheme to enroll students into fraudulent professional degree programs.

In addition to her work in the education space, Ms. Simplicio has represented plaintiffs in a wide variety of areas. For example, she was the lead associate on RICO case on behalf of small business owners against 18 defendants in the credit card processing industry. In connection with that case, she obtained a preliminary injunction halting an illegal \$10 million debt collection scheme, and later, helped to secure refunds and changed practices for the victims. She has also secured a number of victories on behalf of homeowners as a result of her work representing plaintiffs in over a dozen cases filed around the country against mortgage loan servicers over fees charged in violation of the Fair Debt Collection Practices Act and related state statutes.

Ms. Simplicio graduated *cum laude* from American University, Washington College of Law in 2007. She holds a bachelor's degree from McGill University. She began her legal career at the United States Department of Labor, where she advised on regulations pertaining to group health insurance plans. Before and during law school, Ms. Simplicio worked for other plaintiffs' law firms.

Ms. Simplicio serves as the D.C. Co-Chair of the National Association of Consumer Advocates. She is admitted to practice in California, the District of Columbia, and the Supreme Court of the United States.



Education

American University, Washington College of Law, 2007, *cum laude*
McGill University, 1999

Bar Admissions

California
District of Columbia
Supreme Court of the United States

Memberships

D.C. Co-Chair of the National Association of Consumer Advocates
American Association for Justice
Public Justice

Presentations & Publications

"Class Action Waivers, Arbitration Clauses," and "Digital Payment Claims Rates – Western Alliance Bank Research," panel discussions at Western Alliance Bank's Annual Class Action Law Forum (March 15-16, 2023)

"Rule 23(c)(5) Subclasses: Certification, Due Process, Adequate Representation, and Settlement,"
Faculty Member for Strafford CLE Webinar (February 23, 2023)

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Renée Brooker

Partner

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Bringing 30 years of practice, knowledge, and expertise as a former prosecutor in a senior leadership position at the United States Department of Justice, Renée Brooker is now representing whistleblowers. While at the Department of Justice for over two decades, Ms. Brooker was responsible for billions of dollars in recoveries under whistleblower laws. As an accomplished and experienced attorney, Ms. Brooker has advised and represented whistleblowers under the False Claims Act (FCA), the Anti-Kickback Statute and Stark Law, FIRREA (bank fraud, mail, and wire fraud), the Financial Institutions Anti-Fraud Enforcement Act (FIAFE), and the Whistleblower Programs of the SEC, the CFTC, and the IRS.

As Assistant Director within the Civil Division of the United States Department of Justice, Ms. Brooker was responsible for sizeable recoveries and successful judgments under the False Claims Act, FIRREA, and civil RICO in almost every industry: pharmaceutical, health care, defense, financial services, government procurement, small business, insurance, tobacco products, and higher education.

Ms. Brooker received her law degree in 1990 from Georgetown University Law Center, and a B.S. degree in 1987 from Temple University. After graduating from Georgetown, Ms. Brooker served as a Law Clerk to Judge Noël Kramer in the District of Columbia for one year before joining the United States Department of Education as an attorney. Ms. Brooker was hired as part of the enforcement response to Congressional investigations of fraud in federal student aid programs affecting consumers and taxpayers. Prior to joining Tycko & Zavareei LLP in 2020, Ms. Brooker worked at another prominent whistleblower firm where she advised and represented whistleblowers while expanding the firm's whistleblower practice. Ms. Brooker also served as a member of the United States Department of Justice-appointed Independent Corporate Compliance Monitor and Auditor for Volkswagen under its Plea Agreement and Consent Decree with the United States Department of Justice.



Education

Georgetown University Law Center, J.D.
Temple University, B.S.

Bar Admissions

District of Columbia
Pennsylvania

Memberships

Taxpayers Against Fraud Education Fund (TAFEF)
Board Member, Federal Bar Association Qui Tam Section
National Employment Lawyers Association (NELA)

Awards

Department of Justice Commendation Award for recovering billions of dollars under the Big Lender Initiative, 2016
Council of the Inspectors General on Integrity and Efficiency Award for Excellence for \$1.2 billion False Claims Act settlement with Wells Fargo, 2016
Department of Justice Award for "a record of outstanding actions and accomplishments," 2015
Attorney General's Award for Fraud Prevention, 2011
Department of Justice Award for prosecuting Big Tobacco under RICO, 2005

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Eva Gunasekera

Partner

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Bringing 16 years of complex litigation experience practice, Eva Gunasekera, the former Senior Counsel for Health Care Fraud at the United States Department of Justice, is now representing whistleblowers. Ms. Gunasekera has spent the better part of her career enforcing the False Claims Act and the Stark and Anti-Kickback laws.

Highly strategic, Ms. Gunasekera has many notable successes under her belt, sizeable recoveries under the False Claims Act, and has held companies accountable for fraudulent conduct that harmed important government programs such as Medicare and Medicaid. With deep health care fraud expertise, she has investigated, litigated, and settled cases involving all federal health care programs (Medicare, Medicaid, TRICARE, FEHB). Ms. Gunasekera is an expert on analyzing complex health care data sets, including Medicare and Medicaid payment data and trends, to identify potentially fraudulent practices. She has enforced anti-fraud laws and represented whistleblowers across industries: pharmaceutical manufacturers, health care providers, hospitals, physicians, physician groups, laboratories, managed care, pharmacies, hospice and nursing home providers, financial institutions, government suppliers, automotive, small businesses, and defense contractors. Many of her investigations involved parallel criminal proceedings and compliance and whistleblower programs of health care organizations, including those subjected to Corporate Integrity Agreements and oversight by Independent Review Organizations, as required by the U.S. Department of Health and Human Services, Office of Inspector General (HHS-OIG).

After graduating with her Master's in Public Administration from Ohio University, and from Georgetown University Law Center, Ms. Gunasekera practiced law at two international law firms. She acted as second chair during administrative trials and handled complex commercial litigation. Ms. Gunasekera also played a significant role on the team that represented the Enron Creditors Recovery Corp in the bankruptcy proceeding, successfully returning billions of dollars to creditors in the wake of the Enron scandal. Further, Ms. Gunasekera represented clients in pro bono matters, including the successful defense of an individual seeking asylum and as guardian ad litem for three children.



Education

Georgetown University Law Center,
J.D., 2004

Ohio University, M.A., 2001

Ohio University, B.A., 2000

Bar Admissions

District of Columbia

Ohio

Memberships

Taxpayers Against Fraud Education
Fund (TAFEF)

Federal Bar Association Qui Tam
Section

Presentations & Publications

Quoted in: "They Lost Their Legs.
Doctors and Health Care Giants
Profited," The New York Times (July
15, 2023)

"Whistleblower Rewards 101" –
Scottsdale (Arizona) Bar Association
(March 9, 2021)

"Should the False Claims Act be
Amended to Define Falsity?" - Federal
Bar Association, Qui Tam Section
(February 17, 2021)

Law review article: False Claims Act,
the opioid crisis, whistleblowing,
Emory University Law School,
February 26, 2019

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Allison W. Parr

Associate

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Prior to joining Tycko & Zavareei LLP in 2021, Allison W. Parr was an associate in the Washington, D.C. office of Mayer Brown LLP, where she represented corporations in complex commercial litigation, including cases involving unfair competition and false advertising claims. Previously, Ms. Parr was a litigation associate in the New York office of Kramer Levin Naftalis & Frankel LLP, where she maintained an active pro bono practice in LGBTQ civil rights.

Ms. Parr graduated from the Georgetown University Law Center in 2018, where she served as the Articles and Notes Editor for the Food and Drug Law Journal. During law school, Ms. Parr externed for the Commercial Litigation Branch, Fraud Section of the Department of Justice, where she assisted with cases involving allegations of fraud against the government. Ms. Parr received her Bachelor of Music from the Peabody Institute of the Johns Hopkins University in 2013.

Ms. Parr is admitted to practice in New York, the District of Columbia, and the United States Supreme Court.



Education

Georgetown University Law Center,
2018

John Hopkins University, 2013, with
High Honors

Bar Admissions

New York
District of Columbia
Supreme Court of the United States

Memberships

Public Justice
The Sedona Conference

Awards

Selected to 2022 & 2023 Washington,
D.C. Super Lawyers Rising Stars List

Presentations & Publications

Interview with Public Justice, “Texas
Two-Step Called Out in Third Circuit”
(2023)

Co-author, “J&J Can’t Be Allowed To
Dodge Civil Justice With Bankruptcy,”
Law360 (2022).

Agribusiness and Antibiotics: A
Market-Based Solution, 73 Food &
Drug L.J. 338 (2018)

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Lauren Kuhlik

Associate

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lkuhlik@tzlegal.com

Prior to joining Tycko & Zavareei in 2021, Lauren Kuhlik was a fellow at the National Prison Project of the American Civil Liberties Union, where she engaged in litigation and other advocacy to stop unconstitutional and illegal practices by prison and jail administrators and ICE. She focused on improving conditions of confinement for pregnant and postpartum people, as well as fighting to eliminate the inhumane practice of solitary confinement. During the COVID-19 crisis, Ms. Kuhlik maintained an extensive habeas practice seeking to secure the release of detained individuals with medical vulnerabilities.

Ms. Kuhlik graduated *cum laude* from Harvard Law School in 2017. She also received a Masters in Public Health from the Harvard T.H. Chan School of Public Health in 2017. Following law school, Ms. Kuhlik clerked for the Honorable Stephen Glickman of the District of Columbia Court of Appeals. She has published articles regarding the treatment of pregnant incarcerated people in the Harvard Law and Policy Review and the Harvard Civil Rights-Civil Liberties Law Review. Ms. Kuhlik has also published about gender and incarceration in USA Today and Ms. Magazine, among others.



Education

Harvard Law School, 2017, *cum laude*
Harvard T.H. Chan School of Public Health, M.P.H., 2017
Wesleyan University, BA in Philosophy with Honors, 2011

Bar Admissions

District of Columbia
Virginia (inactive)

Memberships

Public Justice

Publications & Presentations

National Abortion Federation Annual Meeting (2021)
Pregnancy, Systematic Disregard and Degradation, and Carceral Institutions, Harvard Law & Policy Review (2020)
Harvard Law & Policy Review Fall Symposium (2019)
Society of Family Planning Annual Meeting (2019)
George Mason University Law School Civil Rights Law Journal Symposium (2019)
Pregnancy Behind Bars: The Constitutional Argument for Reproductive Healthcare Access in Prison, Harvard Civil Rights & Civil Liberties Law Review (2017)

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Leora N. Friedman

Associate

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Leora Friedman received her J.D. from Georgetown University Law Center in 2020.

At Georgetown Law, Leora obtained diverse legal experience through experiential courses led by the O'Neill Institute for National and Global Health Law and by the Institute for Constitutional Advocacy and Protection. In addition, she authored papers proposing new legal frameworks for addressing the negative health impacts of electronic cigarettes and improving pandemic preparedness through writing-intensive coursework.

During law school, Leora also served as an intern for the Department of Justice's Office of Vaccine Litigation and its Consumer Protection Branch. She was an Executive Editor for the Georgetown Environmental Law Review, which published her note "Recommending Judicial Reconstruction of Title VI to Curb Environmental Racism: A Recklessness-Based Theory of Discriminatory Intent."

Previously, Leora was the Rockefeller Foundation's Princeton Project 55 Fellow from 2014-2015 and, thereafter, aided international health advocacy campaigns at Global Health Strategies.

She graduated from Princeton University with an A.B. in Politics in 2014.

Education

Georgetown University Law Center,
2020
Princeton University, 2014

Bar Admissions

District of Columbia

Memberships

Public Justice

Executive Editor, Georgetown
Environmental Law Review, 2019–
2020

Awards

Selected to 2023 Washington, D.C.
Super Lawyers Rising Stars List

Publications

Co-author, "J&J Can't Be Allowed To
Dodge Civil Justice With Bankruptcy,"
Law360 (2022).

*Recommending Judicial Reconstruction of
Title VI to Curb Environmental Racism: A
Recklessness-Based Theory of Discriminatory
Intent*, 32 GEO. ENV'T L. REV. 421
(2020)

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Spencer Hughes

Associate

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shughes@tzlegal.com

Spencer Hughes is an associate in the Oakland office who regularly practices in both trial and appellate courts across the country. He represents consumers in class actions and defamation cases against some of the largest corporations in the world.

Mr. Hughes's practice covers the full lifespan of a case, from investigating and filing suit to briefing and arguing appeals. He has represented clients in the Supreme Court of the United States, five U.S. Courts of Appeals, and state and federal trial courts in California, Washington, D.C., New York, Pennsylvania, Ohio, Michigan, Washington, and Texas.

Before joining Tycko & Zavareei LLP, Mr. Hughes was an associate in the Washington, D.C. office of Kirkland & Ellis LLP, one of the nation's top defense-side law firms. He gained invaluable experience and learned the strategies used by defendants in consumer protection litigation. Mr. Hughes maintained an active pro bono practice at Kirkland & Ellis and received the firm's Pro Bono Service Award for four consecutive years.

Mr. Hughes earned his Juris Doctor from Duke University School of Law in 2017, where he served an editor of the Duke Law Journal. He clerked for the Honorable Gerald Bard Tjoflat of the U.S. Court of Appeals for the Eleventh Circuit.

Mr. Hughes graduated with honors from Iowa State University in 2014, earning a Bachelor of Arts in rhetoric and political science. He served as the university's Student Body President for the 2013-14 academic year.



Education

Duke University School of Law, 2017
Iowa State University, 2014, *cum laude*

Bar Admissions

California
District of Columbia
Supreme Court of the United States

Memberships

American Constitution Society
Public Justice

Awards

Selected to 2023 Washington, D.C.
Super Lawyers Rising Stars List

Presentations & Publications

Co-Author, "Tools To Fight Delay
From Arbitrability Appeals After
Coinbase," Law360 (August 1, 2023)



Gemma Seidita

Associate

202.973.0900
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Gemma Seidita is an associate in the Washington, D.C. office where she focuses on civil rights cases and advocating for whistleblowers and consumers.

Prior to joining Tycko & Zavareei LLP in 2022, Ms. Seidita was an associate in the Washington, D.C. office of Cooley LLP, where she represented clients in complex commercial litigation and investigations, including cases involving securities, trade secret, and unfair competition claims. At Cooley, Ms. Seidita maintained an active pro bono practice in civil rights and immigration areas. Ms. Seidita was a member of the trial team in the historic federal *Sines v. Kessler* litigation where white supremacists were put on trial for their conspiratorial actions in planning and committing violence at the Unite the Right rally in Charlottesville, Virginia.

Ms. Seidita graduated from Duke University School of Law in 2018 where she earned a J.D. and an LLM in international and comparative law. While in law school, she served as a Research Editor for the Duke Environmental Law and Policy Forum. Ms. Seidita received her Bachelor of Arts in Foreign Affairs from the University of Virginia in 2015.



Education

Duke University School of Law, 2018,
cum laude

University of Virginia, 2015, with
Distinction

Bar Admissions

California
District of Columbia
Massachusetts

Memberships

Public Justice

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Jaclyn S. Tayabji

Associate

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jtayabji@tzlegal.com

Jaclyn Tayabji is an Associate in the Washington D.C. office. She was the 2021-2023 Public Interest Fellow at Tycko & Zavareei LLP. Jaclyn received her J.D. *magna cum laude* from Boston University School of Law in 2021. While in law school, Jaclyn embraced experiential learning opportunities and consistently utilized her legal skills to promote the public interest. Jaclyn completed a legal internship in the Consumer Protection Division of the Massachusetts Attorney General's Office and a judicial externship with the Honorable Vickie L. Henry on the Massachusetts Appeals Court. As a Student Attorney in the Access to Justice Civil Litigation Clinic, Jaclyn represented low-income clients in various civil disputes, including defending tenants in summary process evictions and facilitating discovery production in a federal employment discrimination case.

In law school, Jaclyn served as an Editor for the *Boston University Law Review* and was elected to leadership positions in the Middle Eastern & South Asian Law Students Association, the International Law Society, and the Public Interest Project. Jaclyn was also selected to serve on the Public Interest Committee alongside fellow students, faculty, and staff to review the policies and programs related to public service offerings at Boston University School of Law and to advocate for institutional resources.

Jaclyn received her B.A. in International Studies and African Studies from Emory University in 2016. Prior to law school, Jaclyn served with the Peace Corps in Malawi and subsequently worked as a Recovery Coach through the inaugural AmeriCorps-Police Assisted Addiction & Recovery Initiative program.



Education

Boston University School of Law,
2021, *magna cum laude*
Emory University, 2016

Bar Admissions

District of Columbia

Memberships

Public Justice

Awards

Ranked in 2024 Best Lawyers Ones to Watch

Presentations & Publications

Co-Authored with Renée Brooker, "All Hands on Deck: The Role of Government Employees as Qui Tam Relators," *University of Cincinnati Law Review* (May 11, 2023)

Co-Authored with Renée Brooker, "The ABCs of Qui Tam Actions," *Trial* (January 2023)

"Rehabilitation Under the Rehabilitation Act: The Case for Medication-Assisted Treatment in Federal Correctional Facilities," 101 *B.U. L. REV. ONLINE* 79 (2021)

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David W. Lawler

Of Counsel

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dlawler@tzlegal.com

Mr. Lawler joined Tycko & Zavareei LLP in January 2012. He has over twenty years of commercial litigation experience, including an expertise in eDiscovery and complex case management. At the firm Mr. Lawler has represented consumers in numerous practice areas, including product liability, false labeling, deceptive and unfair trade practices, and antitrust class actions litigation.

Before joining Tycko & Zavareei LLP, Mr. Lawler was an associate in the litigation departments at McKenna & Cuneo LLP and Swidler Berlin Shereff Friedman LLP.

Among Mr. Lawler's career achievements include the co-drafting of appellate briefs which resulted in rare reversal and entry of judgment in favor of client, US Court of Appeals for the Fourth Circuit.

Mr. Lawler is a member of the District of Columbia Bar, as well as numerous federal courts.



Education

Creighton University School of Law,
1997

University of California, Berkeley,
1989

Bar Admissions

District of Columbia

Memberships

American Association for Justice
Public Justice

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F. Peter Silva II

Of Counsel

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Peter Silva is a zealous advocate for consumers, workers, and individuals whose rights have been violated by the government, employers, and financial institutions. Over the last decade, Peter has successfully represented clients in civil rights, consumer protection, and foreclosure defense cases in negotiations, mediations, arbitrations, and at trial in state and federal courts and before various administrative agencies.

Prior to joining Tycko & Zavareei LLP, Peter represented individuals and small businesses as a Partner with Gowen Silva & Winograd, PLLC. Peter's work on behalf of Maryland, D.C., and Virginia homeowners has prevented dozens of foreclosures through loan modifications, settlements, and litigation. Peter not only defends foreclosures, but countersues for violations of state and federal lending and servicing laws. Peter has successfully brought and defended lawsuits against America's biggest banks and mortgage servicers including Wells Fargo, Bank of America, U.S. Bank, Fannie Mae, Freddie Mac, Mr. Cooper/Nationstar Mortgage, Bayview Loan Servicing, and Ocwen Loa

n Servicing. Through aggressive litigation and creative settlement solutions, Peter has obtained millions of dollars in damages and savings for his clients including principal and interest reductions, write-downs, and deficiency waivers. Peter's extensive knowledge of the foreclosure and loan modification processes, mortgage servicing industry and applicable state and federal laws including the Real Estate Settlement Procedures Act (RESPA) and Truth-in-Lending (TILA) allows him to provide clients with upfront and straightforward assessments of their options so that they can make an informed decision.

Peter has worked with local, state, and federal governments and non-profit entities to strengthen legal protections of consumers. Peter is a member of the National Association of Consumer Advocates.

At the beginning of his legal career, Peter worked extensively in the civil rights field as an attorney fellow for the Washington Lawyers' Committee for Civil Rights and Urban Affairs, and a law clerk with the Equal Employment Opportunity Commission and the civil rights interest group, People for the American Way.



Education

University of Miami, School of Law, 2010
San Diego State University, 2007

Bar Admissions

Virginia
District of Columbia
Maryland
Supreme Court of the United States

Memberships

National Association of Consumer Advocates
Public Justice

Presentations & Publications

"The Tactical Deployment of Regulation X: Loss Mitigation in Judicial, Quasi-Judicial, and Non-judicial States," National Association of Consumer Advocates (February 11, 2021)

"Foreclosures: What You Don't Know Will Hurt You!" National Association for the Advancement of Colored People

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Wesley M. Griffith

Of Counsel

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Mr. Griffith is a graduate of the University of California, Berkeley and the University of Chicago Law School. After law school, Mr. Griffith spent a decade working at two of the nation's top defense firms, where he represented some of the world's largest companies in class actions, complex litigation, and regulatory matters.

Mr. Griffith now uses those same skills to advocate on behalf of his consumer clients. He is dedicated to tenaciously advancing his clients' interests through all phases of litigation, including trial and on appeal.

While Mr. Griffith's preference is always to litigate, he also knows that being an effective advocate sometimes means settling. Mr. Griffith has been involved with dozens of significant settlements over the course of his career, including settlements valued at over \$100 million, and he has defended those settlements in parallel actions and on appeal.

Mr. Griffith maintains an active pro bono practice representing clients in civil rights cases. He serves on the pro bono panels for the Ninth Circuit Court of Appeal and the Eastern District of California, and was recognized in 2021 for his pro bono service to the Eastern District.

Mr. Griffith is a member of the California Bar and is admitted to practice in the U.S. District Courts for the Central, Eastern, Northern and Southern Districts of California, as well as the U.S. Judicial Panel on Multidistrict Litigation and the U.S. Courts of Appeal for the Second, Ninth, and Eleventh Circuits.

Mr. Griffith is a member of the Advisory Board of the Legal Aid Foundation of Los Angeles, and he has been repeatedly recognized for his mentorship to junior attorneys.

When not practicing law, Mr. Griffith enjoys spending time with his toddler and wife and hiking in the Sierras with his dog.



Education

University of Chicago Law School,
2012

University of California, Berkeley,
2007, with Honors and Distinction

Bar Admissions

California
Supreme Court of the United States

Memberships

Pro Bono Panel, Ninth Circuit Court
of Appeal

Pro Bono Panel, U.S. District Court
for the Eastern District of California

Legal Aid Foundation of Los Angeles,
Advisory Board Member

Public Justice

Awards

2021 Honoree, U.S. District Court for
the Eastern District of California
Night to Honor Service

2020 and 2021 Mentorship Award,
Jenner & Block LLP

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Shana Khader

Of Counsel

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skhader@tzlegal.com

Shana Khader is passionate about using the legal system creatively to challenge abuses of power and to seek justice on behalf of traditionally marginalized communities and poor people—even in hard cases. In the past several years, she has specialized in representing low-income immigrant workers in Texas. As Senior Managing Attorney at the Equal Justice Center and as Director of Legal Services at Workers Defense Project, Ms. Khader represented workers in challenging abusive employment practices through class and individual litigation, policy advocacy, and community organizing. She also has extensive experience working with survivors of sexual harassment and assault at work. She has obtained favorable decisions and verdicts on behalf of her clients in state and federal court.

Prior to moving to Texas, Ms. Khader served as a Kirkland & Ellis Public Service Fellow at the New York Legal Assistance Group, where she represented low-income New Yorkers who were victimized by unscrupulous debt collectors in courts throughout the city.

Ms. Khader graduated with academic honors from Columbia Law School. She served as a judicial law clerk to the Honorable Debra C. Freeman, Magistrate Judge in the Southern District of New York.

Ms. Khader served as a member of the Dallas Civil Service Board, has served as a board member of the DFW chapter of the National Employment Lawyers Association, and is an alumna of the Latino Center for Leadership Development Leadership Academy. She is fluent in Spanish.



Education

Columbia University School of Law, 2011, *James Kent Scholar*
Occidental College, 2005, *magna cum laude*

Bar Admissions

New York
Texas
District of Columbia

Memberships

American Association for Justice
Public Justice

Awards

Kirkland & Ellis New York City
Public Service Fellow
Hamilton Fellow
Pro Bono Honors

Presentations & Publications

“Timekeeping and Teleworking in the Era of COVID,” Texas Employment Lawyers Association Spring Seminar, (Apr. 2021)
“Taking the Sex out of Sexual Harassment: Why the ‘Equal Opportunity Harasser’ Defense Under Title VII Should be Eliminated.” *Columbia Gender and Sexuality Law Journal Online*, (Spring 2011)

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Oakland, CA 94612
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10880 Wilshire Blvd., Suite 1101
Los Angeles, CA 90024
510.254.6808



Glenn Chappell

Of Counsel

202.973.0900
gchappell@tzlegal.com

Glenn Chappell is Of Counsel in the Washington, D.C. office and is the chair of Tycko & Zavareei LLP's Appellate Practice Group. He works on class action and multidistrict matters involving consumer privacy, contract and insurance law, deceptive marketing, gaming addiction, and parental and child consumer rights.

Mr. Chappell has represented clients in numerous courts, including the United States Supreme Court, numerous federal circuit courts, and state appellate courts including the Supreme Court of Ohio, the North Carolina Court of Appeals, and the Louisiana Circuit Courts of Appeal. He has experience at every stage of pursuing and defending appeals, including oral argument, principal and amici brief writing, petitions for certiorari and interlocutory review, and motions practice. At the trial level, he plays a leading role in drafting and arguing dispositive motions, pursuing discovery, developing litigation strategy, and developing new cases.

Before joining Tycko & Zavareei, Mr. Chappell was an associate in the Washington, D.C. office of Gibson, Dunn & Crutcher LLP, one of the nation's most prestigious defense-side firms. During his time at Gibson Dunn, he practiced in the firm's award-winning Appellate and Constitutional Law and Litigation practice groups. He also maintained an active pro bono practice that focused on police and sentencing reform.

Mr. Chappell graduated *summa cum laude* from Duke University School of Law in 2017, where he dedicated more than 450 hours to pro bono work and served as Managing Editor of the *Duke Law Journal* and Senior Research Editor of the *Duke Law & Technology Review*. After graduation, he clerked for the Honorable Gerald Bard Tjoflat of the United States Court of Appeals for the Eleventh Circuit and the Honorable Anthony J. Trenga of the United States District Court for the Eastern District of Virginia. His legal scholarship has appeared in multiple publications, including the *Duke Law Journal* and the *University of Richmond Law Review*.

He graduated with honors from Saint Leo University, earning a Bachelor of Arts in Business Administration.



Education

Duke University School of Law, 2017,
summa cum laude, Order of the Coif
Saint Leo University, 2011, *cum laude*

Bar Admissions

District of Columbia
Virginia
Supreme Court of the United States
United States Courts of Appeals for
the Third, Fourth, Fifth, Ninth, and
Eleventh Circuits
United States District Court for the
Eastern District of Virginia
United States District Court for the
Central District of Illinois

Memberships

Order of the Coif
Public Justice

Publications

*The Historical Case for Constitutional
"Concepts"*, 53 UNIVERSITY OF
RICHMOND LAW REVIEW 373 (2019)
*Health Care's Other "Big Deal": Direct
Primary Care Regulation in Contemporary
American Health Law*, 66 DUKE LAW
JOURNAL 1331 (2017)
*Seeking Rights, Not Rent: How Litigation
Finance Can Help Break Copyright's
Precedent Gridlock*, 15 DUKE LAW &
TECHNOLOGY REVIEW 269 (2017)

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Los Angeles, CA 90024
510.254.6808



Cort Carlson

Fellow

510.254.6808
ccarlson@tzlegal.com



Cort Carlson is a Public Interest Fellow in the Oakland, California office. Mr. Carlson received his J.D. from University of California, Berkeley, School of Law in 2022, with a Public Interest & Social Justice Certificate. During law school, Mr. Carlson immersed himself in public interest scholarship and advocacy. Mr. Carlson completed a judicial externship with the Honorable Kimberly J. Mueller, Chief United States District Judge for the Eastern District of California, worked on whistleblower cases as a law clerk for a public interest plaintiff-side law firm in the Bay Area, and worked on cases involving unsafe and unfair housing conditions as an extern at the San Francisco City Attorney's Office. Mr. Carlson was twice elected to editor positions on the *Ecology Law Quarterly*, one of the nation's leading environmental law reviews, and served on the *Berkeley Technology and Law Journal*. Outside of school, Mr. Carlson served as a student advocate for incarcerated youth in collaboration with the Contra Costa County Public Defender and was a student researcher for the Brady Center to Prevent Gun Violence. Mr. Carlson also participated in a state and local impact litigation practicum in which he worked alongside current and former government attorneys on justice-oriented affirmative litigation projects.

Mr. Carlson received his B.A. *Summa Cum Laude* in Anthropology and English with a minor in Political Science from The George Washington University in 2019. Mr. Carlson traces his passion for public interest advocacy to early experiences working on issues that uniquely affect vulnerable communities, including poverty, incarceration, environmental harm, and personal data protection. Prior to law school, Mr. Carlson served as an academic tutor to persons pursuing higher education while incarcerated at Prince George's County Correctional Center in Maryland. Mr. Carlson also conducted research on people's perceptions and management of privacy on their cellular devices in collaboration with the GW Anthropology Department and the Smithsonian Institution.

Education

UC Berkeley School of Law, 2022
The George Washington University,
2019, *summa cum laude*

Bar Admissions

California
United States District Court for the
Northern District of California
United States District Court for the
Eastern District of California
United States District Court for the
Central District of California
United States District Court for the
Southern District of California

Memberships

Public Justice

Awards

Ranked in 2024 Best Lawyers Ones to
Watch
Public Interest & Social Justice
Certificate, University of California,
Berkeley, School of Law
Hart Award for Outstanding
Academic Achievement, The George
Washington University

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Schuyler Standley

Fellow

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sstandley@tzlegal.com

Schuyler Standley is a 2022-2024 Public Interest Fellow at Tycko & Zavareei LLP. Schuyler received her J.D. from the University of California, Berkeley School of Law in 2021. While in law school, Schuyler embraced experiential learning opportunities and consistently utilized her legal skills to promote the public interest. Before her fellowship, Schuyler clerked for the Honorable Katherine M. Menendez of the United States District Court for the District of Minnesota. She also served as a judicial fellow for the Honorable Joseph C. Spero, Chief Magistrate Judge of the United States District Court for the Northern District of California.

While in law school, Ms. Standley focused on experiential learning and pro bono work. She spent three semesters in the Samuelson Law, Technology, and Public Policy Clinic, where she assisted with litigation at the intersection of technology and civil rights.



Education

UC Berkeley School of Law, 2021
American University, 2016

Bar Admissions

Illinois
District of Columbia

Memberships

Public Justice

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

JACKERLY MCFADDEN, CELINDA LAKE,
MARY MONTGOMERY, and LILLIAN
NELSON, *On Behalf of Themselves and All
Others Similarly Situated,*

Plaintiffs,

v.
NATIONSTAR MORTGAGE LLC,
d/b/a MR. COOPER,

Defendant.

Case No. 1:20-cv-00166

**DECLARATION OF JAMES L. KAUFFMAN IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL OF SETTLEMENT**

I, James L. Kauffman, declare:

1. I am a partner at Bailey & Glasser LLP, and I am admitted to practice before this Court as counsel of record for Plaintiffs and the Settlement Class in this case. I have personal knowledge of all the facts set forth in this Declaration unless otherwise stated, and I am competent to testify to these facts if called on to do so.

BAILEY & GLASSER LLP

2. Bailey & Glasser LLP was founded in 1999 and has an established reputation for successfully prosecuting and defending multimillion dollar cases, including complex class actions. With seventeen offices across the country from Boston, MA, to Oakland, CA, our lawyers routinely handle high-stakes litigation, and other lawyers routinely call upon our firm for guidance in complex class actions because of our unique blend of resources and trial experience.

3. My firm, Bailey & Glasser, has years of experience litigating class actions, including consumer financial class actions, ERISA, and securities cases. The firm has obtained

millions of dollars in statutory damages, restitution, and debt forgiveness for consumers by successfully asserting state and federal consumer credit law claims on their behalf. A partial listing of those cases includes the following:

- *Krakauer v. Dish Network, L.L.C.*, Case No. 1:14-cv-00333 (M.D. N.C.) (\$20.5 million jury verdict in a class action trial against Dish Network, alleging Dish was liable for more than 51,000 telemarketing calls placed by a defunct DISH dealer to persons whose telephone numbers were on the National Do Not Call Registry).
- *Tadepalli v. Uber Technologies, Inc.*, Case 3:15-cv-04348 (N.D. Cal.) (100% refunds made in class action settlement for California Uber riders charged approximately \$2.2 million in “airport fee tolls” which Uber did not pay to California airports).
- *Wieland v. Bring Care Home, Inc.*, C.A. No. ESCV2013-01380 (Essex County, Mass.) (class action settlement for failure to pay all hours worked).
- *Thomas v. Home Credit Corp., Inc.*, 11-CVS-1116 (Vance County, N.C.) (class action settlement in favor of state-wide class of borrowers denied consumer rights disclosures).
- *Desai v. Charvat*, Civil Action No. 1:11-cv-1925 (N.D. Ill.) (\$15 million TCPA class settlement).
- *Roberts v. Walgreen Co., et al.*, Civil Action No. 12-C-337 (Circuit Court of Mercer County, West Virginia) (wage payment class settlement).
- *Glover v. Bank of America, N.A.*, C.A. No. 13-40042-TSH (D. Mass.) (class action settlement for Massachusetts borrowers regarding late fees).
- *Powers v. Santander Consumer USA, Inc.*, Civil Action No. 12-cv-11932-TSH (D. Mass.) (consumer class action resulting in the establishment of a \$750,000 settlement fund and \$20 million in debt relief).
- *Pirillo v. PNC Mortgage Corp.*, Civil Action No. 11-C-751 (Circuit Court of Monongalia County, West Virginia) (consumer class action settlement).
- *Ross v. CitiFinancial Auto Ltd.*, Case No. 12-1173-TJC (M.D. Fla.) (class action settlement in favor of state-wide class of borrowers denied consumer rights disclosures).
- *Morris v. Merck Sharp & Dahme Corp.*, Civil Action No. 3:11-cv-00882 (S.D. W. Va.) (wage payment class action settlement totaling \$750,000).
- *Hall v. Capital One Auto Fin., Inc.*, Case No. 08-1181 (N.D. Ohio) (\$37 million settlement on behalf of state-wide class of car owners sent allegedly flawed

repossession notices).

- *Brailsford v. Jackson Hewitt, Inc.*, Case No. 06-00700 (N.D. Cal.) (\$672,000 settlement on behalf of class of California consumers).
- *Hardwick v. Rent-A-Center, Inc.*, Civil Action No. 3:06-0901 (S.D. W. Va.) (class action settlement worth more than \$5 million, alleging violations of state Consumer Goods Rental Protection Act).
- *Triplett v. NationStar Mortgage, LLC*, Civil Action No. 3:11-cv-238 (S.D. W. Va.) (loan servicing case settled for \$1.5 million).
- *Shonk v. SG Sales Co.*, Case No. 07-C-1800 (Circuit Court of Kanawha County, West Virginia) (\$2.4 million nationwide settlement of class action brought under the Telephone Consumer Protection Act).
- *Lowe v. Ford Motor Credit*, Case No. 99 CVF 15806 (Cuyahoga County, Ohio) (\$22 million settlement on behalf of state-wide class of car owners subject to flawed repossession practices).
- *Muhammad v. National City Mortgage, Inc.*, Case No. 2:07-cv-00423 (S.D. W. Va.) (\$700,000 settlement of West Virginia loan servicing class action alleging National City Bank charged late loan-payment fees in violation of state law).
- *Brailsford v. Jackson Hewitt*, Case No. C 06-00700 CW (N.D. Cal.) (class action for class of California consumers who purchased the tax preparer's refund anticipation loan product, settled for \$672,000).
- *Dunlap v. Wells Fargo Financial West Virginia, Inc.*, Case No. 04-C-101 (Lincoln County, W. Va.) (predatory lending class action for over 100 West Virginia mortgage borrowers, settled for just over \$9 million, including more than \$4.9 million write down in mortgage balances, \$4.15 million in cash, and credit repair).
- *Cummins v. H&R Block, Inc.*, Case No. 03-C-134 (Kanawha County, W. Va.) (in a case litigated for five years in venues ranging from the West Virginia trial and appellate courts, to federal district courts in West Virginia and Illinois, to the United States Supreme Court, firm lawyers served as lead counsel in winning a \$62.5 million multistate class action settlement against H&R Block. The case involved first-impression claims relating to the application of West Virginia's credit services organization statute to Block's refund anticipation loan product. Other firms across the country litigated cases against Block alleging similar claims, without success, for more than ten years. West Virginia's share of the settlement was \$32.5 million.).
- *Malacky v. Huntington Nat'l Bank*, Case No. CV 03 491420 (Cuyahoga County, Ohio) (\$15 million settlement in favor of state-wide class of car owners sent flawed repossession notices).

- *Anderson v. Provident Bank*, Civil Action No. 04-C-199 (Circuit Court of Mercer County, West Virginia) (predatory mortgage lending class action settled for \$8.1 million on behalf of 140 class members).
- *Mey v. Herbalife Int'l, Inc.*, Civil Action No. 01-C-263 (Circuit Court of Ohio County, West Virginia) (\$7 million nationwide class action settlement alleging violations of the federal Telephone Consumer Protection Act).
- *Cooley v. F.N.B. Corp.*, Case No. 10010 of 2003, C.A. (Lawrence County, Penn., Court of Common Pleas) (\$14 million settlement on behalf of state-wide class of car owners allegedly deprived of post-repossession disclosures).
- *Dillon v. Chase*, Civil Action No. 03-C-164-W (Circuit Court of Hancock County, West Virginia) (\$3.3 million consumer class action settlement).
- *In re Household Lending Litig.*, Case No. C 02-1240 CW (N.D. Cal.) (\$172 million settlement on behalf of nationwide class of home mortgage borrowers injured by predatory mortgage lending practices).
- *Curry v. Fairbanks Capital Corporation*, Case No. 03-10875-DPW (D. Mass.) (\$55 million settlement on behalf of nationwide class of borrowers subject to predatory loan servicing practices).
- *Deem v. Ames True Temper, Inc.*, Civil Action No. 6:10-cv-01339 (S.D. W. Va.) (\$405,000 class action settlement in an ERISA action).

EXPERIENCE

4. I am licensed and in good standing to practice law in the States of Florida and Arkansas and the District of Columbia. I have been a member of the Arkansas Bar since 2003 after I obtained my J.D. from the University of Florida Levin College of Law in December 2002. For more than 20 years, I have served as class and appellate counsel in a wide variety of cases including deceptive trade practices, securities fraud, ERISA, and consumer protection. I am a member of Public Justice, the Florida Bar Association, the Arkansas Bar Association, and the American Association of Justice (AAJ).

5. I was appointed as lead class counsel in one of the first class action lawsuits filed in the country challenging Pay-to-Pay fees, *Montesi v. Seterus, Inc.*, Case No. 50-2015-CA-010910-XXXX-MB (Fla. Cir. Ct. Palm Beach Cty.). *Montesi* was heavily litigated and resulted

in class certification over the defendant's opposition. The case resulted in a \$1.75 million settlement for the class of Florida borrowers, which represented 35% of the amount of fees collected by Seterus during the class period.

6. Bailey & Glasser is among a handful of law firms litigating cases involving Convenience Fees across the country and is in the forefront of that litigation.

7. I was appointed as class counsel by district courts in other class actions involving Pay-to-Pay Fees, which resulted in settlements that received final approval by the courts. *See, e.g., Torliatt v. Ocwen Loan Servicing, LLC et. al*, No. 3:19-cv-04303-WHO (N.D. Cal.); *Caldwell v. Freedom Mortgage Corp.*, No. 3:19-cv-02193-N (N.D. Tex.); *Elbert v. Roundpoint Mortgage Servicing, Corp.*, No. 3:20-cv-00250-MMC (N.D. Cal.); *Fernandez v. Rushmore Loan Servicing*, Case No. 8:21-cv-00621-DOC (C.D. Cal.); *Lembeck v. Arvest Central Mortgage Co.*, No. 3:20-cv-03277-VC (N.D. Cal.); *Phillips v. Caliber Home Loans*, No. 0:19-cv-02711 (D. Minn.); *Pierce v. Statebridge Co.*, No.1:20-cv-117 (M.D.N.C.); *Silveira v. M&T Bank*, No. 2:19-cv-06958-ODW (C.D. Cal.); *Alexander v. Carrington Mortgage Services, LLC*, Case No. 1:20-cv-2369-TEB (D. Md.); *Vannest v. Nationstar Mortgage, LLC*, 5:21-cv-00086 (N.D. W.Va.); *Thacker v. PHH Mortgage Corp.*, No. 5:21-cv-00174-JPB (N.D. W.Va.); *Prettyman v. U.S. Bank, N.A.*, 5:22cv293-JPB (N.D. W.Va.); and *Six v. LoanCare, LLC*, 2022 WL 16747291, at *4 (S.D. W. Va. Nov. 7, 2022).

8. A firm resume for Bailey & Glasser is attached as Exhibit A.

THE PROPOSED SETTLEMENT

9. Under the proposed Settlement, Defendant Nationstar Mortgage, LLC d/b/a Mr. Cooper (Nationstar”) shall establish a cash settlement fund of \$3,587,254.00 (the “Settlement Fund”) for the benefit of Settlement Class Members.

10. The negotiated releases are specifically tailored to practices concerning Convenience Fees charged by Nationstar and do not alter or affect any other rights or obligations of Settlement Class Members or Nationstar with respect to Settlement Class Members' relationship with Nationstar.

11. The Settlement Class is estimated to include 72,550 unique loans, and Class Counsel is aware of no conflicts between the proposed Class Representative and the Settlement Class.

12. The proposed Settlement provides for direct notice to Settlement Class Members by mailing, by first-class U.S. mail, the Class Notice. Skip tracing shall be performed by the Administrator for all returned mail, and to the extent it is reasonably able to locate a more current mailing address using skip tracing, the Administrator shall re-mail the returned Notice to the particular Settlement Class Member by first-class U.S. mail.

13. In addition to direct notice, the Administrator shall also create a Settlement Website, providing links to the Notice and other important documents, such as the Settlement Agreement, the Preliminary Approval Order, and Class Counsel's application for attorneys' fees and costs and a service award. Thus, the notice program is designed to reach as many people as possible.

14. No funds from the Settlement will revert to Nationstar.

15. The proposed Settlement was reached only after Class Counsel conducted an extensive factual investigation into Nationstar's alleged misconduct and thoroughly researched the law pertinent to the Class's claims and the Nationstar Defendants' defenses.

16. The settlement negotiations were further informed through the mediation process, as well as the Parties' exchange of information related to class size and damages issues. Here, the assistance of a trained, neutral mediator assisted the Parties in identifying, exploring, and promoting a better understanding of the legal and factual issues involved on both sides. This, coupled with the Parties' exchange of information and prior litigation and experience, allowed

Class Counsel to adequately assess the strengths and weaknesses of Plaintiff's case and balance the benefits of settlement against the risks of further litigation.

17. Moreover, even after the major terms of the Settlement were reached, additional time and discussions were required to finalize the Settlement Agreement. Numerous drafts of the Settlement Agreement and accompanying exhibits were circulated amongst the Parties for comments over the course of many weeks until an agreed-to form of the Settlement Agreement and exhibits were ultimately reached, which are being filed contemporaneously herewith.

18. I believe that the Settlement is an excellent result for the Settlement Class and is appropriate for preliminary approval.

19. I declare under penalty of perjury under the laws of the District of Columbia that the foregoing is true and correct.

Executed this 25th day of September 2023, in Washington D.C.

/s/ James L. Kauffman
James L. Kauffman

EXHIBIT A

Exhibit A

BAILEY & GLASSER LLP

FIRM RESUME

Bailey & Glasser brings a trial-focused litigation approach to its wide-ranging and successful class action and mass torts practice. The firm has the resources, experience and expertise to go toe-to-toe with some of the wealthiest corporations in the world. We litigate class action cases involving predatory mortgage lending, illegal loan servicing, antitrust violations, breaches of warranty, employee rights, mismanaged pension funds, ERISA, and a host of other consumer and employee matters.

The firm concentrates its litigation practice in the areas of complex commercial mass torts and class action litigation. The firm currently represents among others the States of Florida, Montana, Ohio, Oklahoma, and West Virginia, individual consumers, and retirement plan investors throughout the United States. The firm has substantial experience in successfully prosecuting multi-million dollar cases, including complex class actions and mass torts.

Our lawyers are equally comfortable and adept in the role of plaintiff or defendant. We bring a trial-focused approach to litigation to vigorously protect the interests of clients. We represent government and businesses, as well as individual plaintiffs and defendants, and lawyers throughout the country call upon the firm to access our unique blend of resources and trial experience.

The firm concentrates its practice in the areas of complex commercial and class action litigation, with a particular emphasis in energy and finance. We currently represent individual and classes of consumers, and a variety of corporate entities throughout the United States. The firm has substantial experience in successfully prosecuting and defending multimillion-dollar cases, including complex class actions.

BAILEY GLASSER'S REPRESENTATIVE CASES

Loan Servicing and Lending Class Action Representation:

- *Montesi v. Seterus, Inc.*, Case No. 50-2015-CA-010910-XXXX-MB (Fla. Cir. Ct. Palm Beach Cty.) (final approval of class settlement of Florida borrowers who paid Pay-to-Pay fees for \$1.75 million).
- *In re Household Lending Litig.*, Case No. C 02-1240 CW (N.D. Cal.) (\$172 million settlement on behalf of nationwide class of home mortgage borrowers injured by predatory mortgage lending practices).
- *Bacardi v. Select Portfolio Servicing, Inc.*, Case No. 1:16-cv-23381-RNS (class counsel for settlement of case involving loan servicer's improper reinstatement quotes, resulting in \$380,000 recovery for borrowers). *Blake v. Seterus, Inc.*, Case No. 16-cv-21225-JLK (S.D. Fla. (2018 class action settlement of case involving loan servicer's improper reinstatement quotes, resulting in \$527,000 recovery for borrowers).
- *Paneque v. Bank of America, N.A.*, Case No. 1:16-cv-21212-DPG (S.D. Fla.) (2018 class action settlement of case involving challenge to reinstatement quotes, resulting in \$625,000 recovery for borrowers).
- *Shore v. JP Morgan Chase Bank, N.A., et al.*, Case No. 16-cv-60125-JIC (S.D. Fla.) (\$400,000 recovery for borrowers as a result of reinstatement quotes).
- *Pirillo v. PNC Mortgage Corp.*, Civil Action No. 11-C-751 (Circuit Court of Monongalia County, West Virginia) (consumer class action settlement).
- *Triplett v. NationStar Mortgage, LLC*, Civil Action No. 3:11-cv-238 (S.D. W. Va.) (loan servicing case settled for \$1.5 million).
- *Muhammad v. National City Mortgage, Inc.*, Case No. 2:07-cv-00423 (S.D. W. Va.) (\$700,000 settlement of West Virginia loan servicing class action alleging National City Bank charged late loan-payment fees in violation of state law).
- *Dunlap v. Wells Fargo Financial West Virginia, Inc.*, Case No. 04-C-101 (Lincoln County, W. Va.) (predatory lending class action for over 100 West Virginia mortgage borrowers, settled for just over \$9 million, including more than \$4.9 million write down in mortgage balances, \$4.15 million in cash, and credit repair).
- *Anderson v. Provident Bank*, Civil Action No. 04-C-199 (Circuit Court of Mercer County, West Virginia) (predatory mortgage lending class action settled for \$8.1 million on behalf of 140 class members).
- *Curry v. Fairbanks Capital Corporation*, Case No. 03-10875-DPW (D. Mass.) (\$55 million settlement on behalf of nationwide class of borrowers subject to predatory loan servicing practices).

BAILEY & GLASSER **LLP**

Other Class Action Representation:

- Jessop v. Bankers Trust Company, et al., Case No. 2:14-cv-00916 (D. Utah) (\$19.8 million settlement recovery in 2017 on behalf of employee stock ownership plan participants for ERISA claims).
- Krakauer v. Dish Network, L.L.C., Case No. 1:14-cv-00333 (M.D. N.C.) (\$20.5 million jury verdict in a class action trial against Dish Network, alleging Dish was liable for more than 51,000 telemarketing calls placed by a defunct DISH dealer to persons whose telephone numbers were on the National Do Not Call Registry).
- Cummins v. H & R Block, Inc., Case No. 03-C-134 (Kanawha County, W. Va.) (in a case litigated for five years in venues ranging from the West Virginia trial and appellate courts, to federal district courts in West Virginia and Illinois, to the United States Supreme Court, firm lawyers served as lead counsel in winning a \$62.5 million multistate class action settlement against H&R Block. The case involved first-impression claims relating to the application of West Virginia's credit-services organization statute to Block's refund anticipation loan product. Other firms across the country litigated cases against Block alleging similar claims, without success, for more than ten years. West Virginia's share of the settlement was \$32.5 million).
- Tadeballi v. Uber Technologies, Inc., Case 3:15-cv-04348 (N.D. Cal.) (100% refunds made in class action settlement for California Uber riders charged approximately \$2.2 million in "airport fee tolls" which Uber did not pay to California airports).
- Navelski v. International Paper Company, Case No. Case No. 3:14-cv-445 MCR/CJK (N.D. Fla.) (certified class on behalf of homeowners of 317 homes in a neighborhood alleged to be flooded by Defendant's dam breaking).
- Wieland v. Bring Care Home, Inc., C.A. No. ESCV2013-01380 (Essex County, Mass.) (class action settlement for failure to pay all hours worked).
- Thomas v. Home Credit Corp., Inc., 11-CVS-1116 (Vance County, N.C.) (class action settlement in favor of state-wide class of borrowers denied consumer rights disclosures).
- Desai v. Charvat, Civil Action No. 1:11-cv-1925 (N.D. Ill.) (\$15 million TCPA class settlement).
- Roberts v. Walgreen Co., et al., Civil Action No. 12-C-337 (Circuit Court of Mercer County, West Virginia) (wage payment class settlement).
- Glover v. Bank of America, N.A., C.A. No. 13-40042-TSH (D. Mass.) (class action settlement for Massachusetts borrowers regarding late fees).
- Powers v. Santander Consumer USA, Inc., Civil Action No. 12-cv-11932-TSH (D. Mass.) (consumer class action resulting in the establishment of a \$750,000 settlement fund and \$20 million in debt relief).

BAILEY & GLASSER LLP

Other Class Action Representation (cont.):

- Ross v. CitiFinancial Auto Ltd., Case No. 12-1173-TJC (M.D. Fla.) (class action settlement in favor of state-wide class of borrowers denied consumer rights disclosures).
- Morris v. Merck Sharp & Dahme Corp., Civil Action No. 3:11-cv-00882 (S.D. W. Va.) (wage payment class action settlement totaling \$750,000).
- Hall v. Capital One Auto Fin., Inc., Case No. 08-1181 (N.D. Ohio) (\$37 million settlement on behalf of state-wide class of car owners sent allegedly flawed repossession notices).
- Brailsford v. Jackson Hewitt, Inc., Case No. 06-00700 (N.D. Cal.) (\$672,000 settlement on behalf of class of California consumers).
- Hardwick v. Rent-A-Center, Inc., Civil Action No. 3:06-0901 (S.D. W. Va.) (class action settlement worth more than \$5 million, alleging violations of state Consumer Goods Rental Protection Act).
- Shonk v. SG Sales Co., Case No. 07-C-1800 (Circuit Court of Kanawha County, West Virginia) (\$2.4 million nationwide settlement of class action brought under the Telephone Consumer Protection Act).
- Lowe v. Ford Motor Credit, Case No. 99 CVF 15806 (Cuyahoga County, Ohio) (\$22 million settlement on behalf of state-wide class of car owners subject to flawed repossession practices).
- Brailsford v. Jackson Hewitt, Case No. C 06-00700 CW (N.D. Cal.) (class action against Jackson Hewitt, Inc. for class of California consumers who purchased the tax preparer's refund anticipation loan product, settled for \$672,000).
- Malacky v. Huntington Nat'l Bank, Case No. CV 03 491420 (Cuyahoga County, Ohio) (\$15 million settlement in favor of state-wide class of car owners sent flawed repossession notices).
- Mey v. Herbalife Int'l, Inc., Civil Action No. 01-C-263 (Circuit Court of Ohio County, West Virginia) (\$7 million nationwide class action settlement alleging violations of the federal Telephone Consumer Protection Act).
- Cooley v. F.N.B. Corp., Case No. 10010 of 2003, C.A. (Lawrence County, Penn.) (\$14 million settlement on behalf of state-wide class of car owners allegedly deprived of post-repossession disclosures).
- Dillon v. Chase, Civil Action No. 03-C-164-W (Circuit Court of Hancock County, West Virginia) (\$3.3 million consumer class action settlement).
- Deem v. Ames True Temper, Inc., Civil Action No. 6:10-cv-01339 (S.D. W. Va.) (\$405,000 class action settlement in an ERISA action).

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Partner

James L. Kauffman

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James L. Kauffman concentrates his practice on complex business litigation and class actions specifically in the areas of consumer protection, business litigation, and securities. James has represented consumers, investors, state attorneys general, municipalities, and whistleblowers in a wide variety of disputes in both court and arbitration forums across the country.

Notably, James represented shareholders in one of the largest securities litigation matters in history, *In re Initial Public Offerings Security Litigation* (21 MC 92) (SDNY), a case that involved 309 tech-bubble IPOs and 55 investment brokerage defendants and recovered \$586 million.

James regularly speaks at business tort seminars across the country and also on nationally syndicated radio and television shows. He covers topics such as financial industry regulation, consumer fraud, ERISA, and whistleblower protection.

He is also actively involved in the community and provides pro bono legal services to Laugh for Sight, a non-profit organization that raises money for eye disease research through comedy benefits in Los Angeles and New York City.

Government Service / Previous Employment

Financial Advisor, Morgan Stanley (1999)

Practice Areas

Arbitration & Dispute Resolution

Business & Finance

Class Actions

Commercial Litigation

Consumer Litigation

ERISA, Employee Benefits & Trust Litigation

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Education

J.D., University of Florida Fredric G. Levin College of Law, 2002, *cum laude*

B.S.B.A., University of Florida, 1998

Admissions

District of Columbia

Florida

Arkansas

US Court of Appeals for the Ninth Circuit

US Court of Appeals for the Eleventh Circuit

US District Court, Northern District of Florida

US District Court, Southern District of Florida

US District Court, Middle District of Florida

US District Court, Eastern District of Arkansas

US District Court, Western District of Arkansas

US District Court, Eastern District of Michigan

Representative Matters

- Obtained \$19.8 million recovery of employees' retirement benefits from trustee and individual officers of a closely held private company.
- Represented a borrower challenging estimated attorney's fees tacked onto his mortgage loan in *Prescott v. Seterus*, a case that involved two separate appeals to the US Court of Appeals for the Eleventh Circuit; work resulted in two significant appellate opinions that strengthened nationwide consumer debt collection law and led to industry-wide reform, and this precedent paved the way for several recoveries for borrowers from their banks or loan servicers where James served as class counsel.
- Obtained \$586 million recovery for shareholders against 309 IPO companies and 55 investment banks in one of the largest securities fraud litigations in history.
- Obtained \$20 million recovery for shareholders against semiconductor supplier company in connection with the backdating of employee stock option grants.
- Represented shareholders against certain officers and directors who participated in a massive Medicare fraud. Resulted in significant corporate reforms and removal of CEO, CFO and General Counsel.

BAILEY GLASSER LLP



Partner

Jonathan R. Marshall

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Jonathan R. Marshall focuses his practice on solving complex problems for individuals, other lawyers, and business owners. His approach to sophisticated legal work involves a team centered orientation where creative and experienced lawyers, subject matter experts, and technology leaders are leveraged to create practical and valuable solutions for clients.

In keeping with this philosophy, Jonathan has led federal and state mass tort and class action litigations in a dozen states. He has tried multiple mass and class actions to verdict.

Through a mixture of jury verdicts, settlements, and creative solutions, he has helped his clients avoid liability and provided hundreds of millions of dollars to his clients.

Jonathan leads the firm's Consumer Litigation Group, which focuses on numerous areas of consumer law including debt collection, predatory lending, TCPA, and wage-and-hour class actions.

Jonathan is a Director of the Center for Consumer Law and Education at West Virginia University College of Law, where he also teaches.

He is also a founder and co-chairman of the Consumer Law Division of the West Virginia Association for Justice and a frequent speaker at seminars on consumer law issues.

Awards & Accolades

2017 Member of the Year Award Recipient, West Virginia Association of Justice

2016 Consumer Advocate of the Year Award Recipient, West Virginia Association of Justice

Practice Areas

Appellate Advocacy

Arbitration & Dispute Resolution

Banking & Financial Services

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Class Actions
Commercial Litigation
Consumer Litigation
Electronically Stored Information (ESI)
Energy - Oil & Gas
Labor & Employment
MDL Panels
Sexual Abuse & Harassment
Telephone Consumer Protection Act (TCPA)

Education

J.D., West Virginia University College of Law, 2007, Order of the Coif
B.A., West Virginia University, 2003, *summa cum laude*, Phi Beta Kappa, Outstanding Senior

Admissions

West Virginia
Illinois
US Supreme Court
US Court of Appeals for the Fourth Circuit
US District Court, Northern District of West Virginia
US District Court, Southern District of West Virginia
US District Court, Northern District of Illinois
US District Court, District of Colorado
US District Court, Northern District of Florida
US Bankruptcy Court, Northern District of West Virginia
US Bankruptcy Court, Southern District of West Virginia

Representative Matters

- Served as class counsel in approved class settlements totaling more than \$100 million, in dozens of state and federal cases; successfully litigated cases involving a range of consumer issues including predatory lending, debt collection, loan origination, and TCPA claims.
- *Exemplar recent contested cases include: Dijkstra v. Carenbauer* (N.D. W. Va.) (court awarded class more than \$2.6 million after granting affirmative summary judgment in mortgage loan case alleging violations of the West Virginia Consumer Credit and Protection Act; settled on appeal).

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- *Alig v. Quicken* (N.D. W. Va.) (court certified class and awarded each class member \$3,500 for defendant's practice of sending appraisers estimated home values; presently on appeal).
- *Exemplar loan servicing cases settled in last two years include: Henry v. Ocwen* (class action settlement for \$1.975 million in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act); *Perez v. Figi's* (S.D. W. Va.) (same; \$1.7 million settlement); *Snuffer v. Liberty University*, (Circuit Court of Raleigh County, W. Va.) (same; more than \$1.947 million settlement); *Cox v. BB&T Co.* (S.D. W. Va.) (same; \$861,355 settlement).
- *Additional high-stakes class settlements include: Dunlap v. Wells Fargo* (Circuit Court of Lincoln County, West Virginia) (consumer class action resulting in \$9 million cash settlement, plus millions of dollars in debt relief, interest rate reductions and credit repair provided as part of the settlement); *In re Monitronics* (N.D. W. Va.) (\$28 million TCPA class action settlement).
- Led more than 45 certified wage and hour class actions.
- Negotiated confidential resolutions to more than 50 high-stakes contractual disputes among business owners over a three-month period.
- Tried a West Virginia flood case to a verdict of over \$1 million, and on appeal changed the measure of damages for real property law that had been West Virginia law for over three decades, a victory for successful West Virginia landowners.

Community and Professional Activities

Director, Center for Consumer Law and Education, West Virginia University College of Law

Co-Chair and Founding Member, West Virginia Association for Justice Consumer Law Division

Co-Chair Education Committee, National Association of Consumer Advocates

President of the Board of Directors, West Virginia Land Trust

BAILEY GLASSER LLP



Partner
Elizabeth Ryan

Massachusetts
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Elizabeth Ryan concentrates her practice on class actions, representing consumers challenging unfair lending practices and violations of state and federal consumer protection statutes, as well as employees challenging violations of wage and hour laws. Elizabeth also represents whistleblowers in False Claims Act cases involving fraud against the government.

Throughout her career, she has focused on protecting the rights of those victimized by unfair business and employment practices.

Elizabeth also serves as the Diversity Partner for the firm.

Clerkships

Law Clerk, Hon. Nan R. Huhn, DC Superior Court, 1986

Practice Areas

Consumer Litigation

Labor & Employment

Telephone Consumer Protection Act (TCPA)

Education

J.D., The Catholic University of America Columbus School of Law, 1985

B.A., College of the Holy Cross, 1981

Admissions

Massachusetts

US Court of Appeals for the First Circuit

US Court of Appeals for the Fourth Circuit

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US District Court, District of Massachusetts

Representative Matters

- Represented a class of borrowers challenging repossession notices in *Williams v. American Honda*, a case that involved appeals to the US Court of Appeals for the First Circuit and the Massachusetts Supreme Judicial Court; resulted in a reported decision confirming that lenders must give borrowers accurate information about their potential deficiency liability.
- Represented multiple classes of home health care workers who were not paid for their required travel time to go to patients' homes, resulting in settlements that returned hundreds of thousands of dollars in unpaid wages.
- Represented a class of purchasers of a generic vitamin supplement who alleged the supplement's label falsely claimed it was effective in slowing the progression of age-related macular degeneration, resulting in nationwide settlement.

Community and Professional Activities

National Association of Consumer Advocates

Women's Bar Association

Volunteer Lawyers Project

Public Justice

BAILEY GLASSER LLP



Partner

Patricia Mulvoy Kipnis

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Trish Kipnis concentrates her practice on consumer class actions, complex litigation, and appellate advocacy. As an experienced litigator, she pursues consumer claims on behalf of state and national classes. Trish regularly handles cases stemming from a full range of deceptive, unfair, and fraudulent business practices.

Trish particularly enjoys the research, innovation, and writing components of her legal practice: from developing and alleging claims, persuading the courts and adversaries of the merits of those claims, and achieving results for her clients in the courtroom or at the negotiating table. She has served on class counsel teams for dozens of certified class actions and helped successfully resolve many of these matters.

Awards & Accolades

2017 Distinguished Advocate Award, Support Center for Child Advocates

Clerkships

Law Clerk, Hon. Anita B. Brody, US District Court for the Eastern District of Pennsylvania (2003 - 2004)

Government Service / Previous Employment

Adjunct Professor of Legal Analysis, Writing and Research, Rutgers School of Law – Camden (2011 - 2012)

Judicial Intern, Hon. Edmund V. Ludwig, US District Court for the Eastern District of Pennsylvania (2001)

Practice Areas

Appellate Advocacy

Arbitration & Dispute Resolution

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Commercial Litigation
Consumer Litigation
Medical Device & Drugs
Telephone Consumer Protection Act (TCPA)

Education

J.D., University of Pennsylvania Law School, 2003, Moot Court Board Chairperson; Editor, *Journal of International Economic Law*; Legal Writing Instructor
M.S.I., University of Michigan School of Information, 1999
B.A., Swarthmore College, 1997, Honors

Admissions

New Jersey
West Virginia
Pennsylvania
US Supreme Court
US Court of Appeals for the Fourth Circuit
US District Court, District of New Jersey
US District Court, Western District of Pennsylvania
US District Court, Eastern District of Pennsylvania
US District Court, Southern District of West Virginia
US District Court, Northern District of West Virginia

Representative Matters

- Court awarded class more than \$2.6 million after granting affirmative summary judgment in mortgage loan case alleging violations of the West Virginia Consumer Credit and Protection Act (*Dijkstra v. Carenbauer* (N.D. W. Va.))
- Court certified class and awarded each class member \$3,500 for defendant's practice of sending appraisers estimated home values; presently on appeal (*Alig v. Quicken* (N.D. W. Va.))
- Obtained class action settlement for \$1.975 million in case alleging debt collection violations under West Virginia Consumer Credit and Protection Act (*Henry v. Ocwen* (S.D. W. Va.))
- Obtained reversal of summary judgment before Florida's District Court of Appeal, arguing novel issue of qualified civil immunity in wrongful death case (*Martinez v. Taurus Int'l Mfg.*, 251 So.3d 328 (Fla. DCA 3d 2018))

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- Obtained reversal in the US Court of Appeals for the Eleventh Circuit when the court found that that under § 1681i(a) of the Fair Credit Reporting Act, a consumer may recover actual damages even if the defendant credit reporting agency did not publish the consumer's false credit information to a third party (*Collins v. Experian*)

Community and Professional Activities

Lecturer in Law, University of Pennsylvania Law School

Volunteer on behalf of abused and neglected children referred to the Support Center for Child Advocates in Philadelphia

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

JACKERLY MCFADDEN, CELINDA LAKE,
MARY MONTGOMERY, and LILLIAN NELSON,
*On Behalf of Themselves and All Others Similarly
Situated,*

Plaintiffs,

v.

NATIONSTAR MORTGAGE LLC
d/b/a MR. COOPER

Defendant.

Case No. 1:20-cv-00166

DECLARATION OF RYAN ALDRIDGE

**REGARDING PROPOSED NOTICE PLAN AND
ADMINISTRATION**

DECLARATION OF RYAN ALDRIDGE

I, Ryan Aldridge, hereby declare and state as follows:

1. I am a Project Manager for the proposed Settlement Administrator, Postlethwaite & Netterville, APAC (“P&N”)¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. We were asked by Counsel to review and execute the proposed Notice Plan in the above-referenced matter (the “Action”).² The following statements are based on my personal knowledge as well as information provided by other experienced employees working under my supervision.

2. We have undertaken the creation and execution of notice plans, along with the administration of diverse class action and mass action settlements. Our expertise extends across a wide array of subject matters,

¹ As of May 21, 2023, the directors & employees of Postlethwaite & Netterville, APAC (“P&N”) joined EisnerAmper as EAG Gulf Coast, LLC. Where P&N is named as an entity, EAG Gulf Coast, LLC employees will service work contracted with P&N.

² All capitalized terms not otherwise defined in this document shall have the meaning ascribed to them in the Settlement Agreement.

encompassing but not limited to privacy, products liability, consumer rights, mass tort, antitrust, insurance, and healthcare. The accomplished members of our team possess extensive experience in the design and implementation of notice procedures involving various aspects of class certification and settlement programs.

OVERVIEW

3. Based on our review of the Class Notice, the Settlement Class is defined as all persons in the D.C. Class and Nationwide Class, defined as follows:

The D.C. Class is defined as all persons (1) with a residential mortgage loan securing a property in the District of Columbia, (2) serviced or sub-serviced by Nationstar, (3) who paid a fee to Nationstar for making a loan payment by telephone or IVR during the applicable statute of limitations. The D.C. Class consists of borrowers on 780 accounts, who in 5,767 instances paid convenience fees to make payment by telephone.

The Nationwide Class is all borrowers on residential mortgage loans on properties in the United States (other than the District of Columbia) which were: (i) 30 days or more delinquent on loan payment obligations when Nationstar acquired servicing rights; (ii) 30 days or more delinquent on loan payment obligations when any of Nationstar's predecessors in interest acquired servicing rights; and/or (iii) insured by the Federal Housing Administration. The Nationwide Class consists of borrowers who paid convenience fees to make payments by telephone, after refunds, in the amount of \$5,617,750.

4. This Declaration will describe the Notice Plan ("Notice Plan") proposed in this Action, which includes direct notice and has been designed using methods accepted by the courts.

PROPOSED NOTICE PLAN

5. Class Counsel has informed us that the estimated total size of the Settlement Class is approximately 73,335 individuals, including an estimated 780 individuals in the D.C. Class. In order to obtain the pertinent contact details of Class Members, it has been communicated that upon preliminary approval of the Settlement Agreement, Defendant will produce a list of all records comprising of, to the extent available, the names, addresses, email addresses, and fees paid information for each Settlement Class Member (the "Class Notice List"). The Class Notice List will be reviewed for duplicates and other possible discrepancies.

6. Following the review of the Class Notice List, the proposed Notice Plan provides that individual notice be sent via email ("Email Notice") and a Postcard Notice (defined below) will be mailed to all undeliverable email addresses or to whom an email address has not been provided.

Direct Notice

7. Email Notice will be sent to all known Settlement Class Members for whom a facially valid email address has been provided by Defendant. The Email Notice, in substantially similar form to the Email Notice attached as Exhibit A2 of the Settlement Agreement, will include a link to the Spanish-language version of the Notice and will be created using embedded html text format to provide an easy-to-read format without tables, graphs or other content that may increase the likelihood of the email landing in SPAM folders and/or being blocked by Internet Service Providers (“ISP” or “ISPs”). Additionally, P&N diligently follows email best practices including “unsubscribe” links, Administrator contact information, and maintaining multiple IP addresses with strong sender reputations.³

8. Prior to sending, emails are put through a hygiene and verification process to protect the integrity of the email campaign and maximize deliverability. Steps included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Emails that pass the hygiene and verification process will be batched into small groups and sent over multiple days to decrease the likelihood of them being erroneously flagged as bulk junk email. P&N will track and report to the court all email delivery attempts. If an item is returned as undeliverable, commonly referred to as a “bounce,” the reason is noted. If the email address is noted as non-existent as attempted, this is referred to as a “hard bounce,” and no additional attempts to deliver the Email Notice to that email address will be made. Responses where the inbox is full, the attempt is initially blocked or deferred by the ISP, or any other circumstances that prevent delivery are referred to as “soft” bounces. To limit the number of undelivered emails as a result of soft bounces, P&N will continue to attempt to re-send to emails receiving a soft-bounce for a period of 72-hours. If the email is not able to be delivered after 72-hours, the email will be deemed undeliverable and no additional attempts will be made to that email address.

³ ISP’s assign scores, or sender reputation, to domains and IP addresses which tells email inbox providers if the email should be delivered to the recipient’s inbox or directed to the spam folder. The sender reputation is determined by multiple factors such as: the timing and number of emails sent from the IP/domain; number of recipients that have marked incoming mail from the sender as spam; number of emails that are delivered directly to spam boxes; number of emails that bounce back; number of recipients that interact with the email (e.g. open, reply, forward or delete); quality of the content within the email (e.g. typos); the number of users that unsubscribe; and many other factors.

9. In instances where only a mailing address is available, or an email is returned undeliverable, P&N will cause notice by United States Postal Service (“USPS”) First Class Mail. The Notice will be in the form of a postcard (“Postcard Notice”) substantially in the same form as Exhibit A3 to the Settlement Agreement. Prior to initiating the Postcard Notice, P&N will run the mailing addresses through the National Change of Address (“NCOA”) database maintained by the USPS to ensure Settlement Class Member address information is up-to-date and accurately formatted for mailing.⁴ In addition, the addresses will be certified via the Coding Accuracy Support System (“CASS”) to ensure the quality of the zip code, and will be verified through Delivery Point Validation (“DPV”) to verify the accuracy of the addresses. Should NCOA provide a more current mailing address for a Settlement Class Member, P&N will update the address accordingly. If a Postcard Notice is returned with forwarding address information, P&N will re-mail to the forwarded address. For all Postcard Notices that are returned as undeliverable, P&N will use standard skip-tracing to obtain forwarding address information and, if skip-tracing provides a different mailing address, P&N will re-mail the Postcard Notice to the address identified by the skip-trace.

Settlement Website

10. P&N will create and maintain a website, www.MortgageFeeClassAction.com, dedicated to this Settlement (“Settlement Website”). The website address will be prominently included in Short and Long Form Notices (collectively, the “Notices”). The Notices, along with other relevant documents such as the Settlement Agreement and the Preliminary Approval Order, will be posted on the Settlement Website for Class Members to review and download. The Settlement Website will also provide the ability to select a preferred payment method electronically, and will include relevant dates, answers to frequently asked questions, instructions for how Class Members may opt-out (request exclusion) from or object to the Settlement Agreement, contact information for the Settlement Administrator, and other case-related information.

⁴ The NOCA database is maintained by the USPS and consists of approximately 160 million permanent change-of-address (COA) records consisting of names and addresses of individuals, families, and businesses who have filed a change-of-address with the Postal Service™. The address information is maintained on the database for 48 months and reduces undeliverable mail by providing the most current address information, including standardized and delivery point coded addresses, for matches made to the NCOA file for individual, family, and business moves.

Dedicated Toll-Free Hotline

11. A dedicated toll-free informational hotline will be available 24 hours per day, seven days per week. The hotline will utilize an interactive voice response (“IVR”) system where Class Members can obtain essential information regarding the Settlement and be provided responses to frequently asked questions. Class Members will also have the option to leave a voicemail and receive a call back from the Settlement Administrator.

Requests for Exclusion

12. Class Members that want to exclude themselves from the Class may submit a request for exclusion by mail to a dedicated Post Office Box (“PO Box”) that we will maintain. We will monitor all mail delivered to that PO Box and will track all exclusion requests received, which will be provided to the Parties.


CONCLUSION

13. The proposed Notice Plan encompasses individualized direct notice to all members of the Class who can be identified through reasonable efforts.

14. It is my opinion, based on my expertise and experience and that of my team, that this method of focused notice dissemination provides effective notice in this Action, will provide the best notice that is practicable, adheres to Fed. R. Civ. P. 23, follows the guidance set forth in the Manual for Complex Litigation 4th Ed. and FJC guidance, and exceeds the requirements of due process, including its “desire to actually inform” requirement.⁵

CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 22nd day of September, 2023, in Baton Rouge, Louisiana.



Ryan Aldridge

⁵ *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 315 (1950).