

**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 FINAL APPROVAL OF CLASS ACTION SETTLEMENT

PLEASE TAKE NOTICE that on March 8, 2024 at 1:00PM, at the United States District Court for the District of Columbia located at 333 Constitution Avenue N.W., Washington, D.C. 20001, before the Honorable Emmet G. Sullivan, Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson, respectfully move this court to finally approve the Class Action Settlement which this Court preliminarily approved by Order of November 8, 2023 (ECF No. 76).

Dated: February 7, 2024

Respectfully submitted,

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I. INTRODUCTION

Plaintiffs ask the Court to grant final approval of this class action settlement. Since the Court granted preliminary approval on November 8, 2023, the claim administrator has carried out the Court-approved notice program, sending individualized notice to 72,555 class members. The reception so far has been universally positive; as of this filing, the administrator has received zero objections to the settlement and one exclusion request. EAG Decl. ¶¶ 18, 19.¹

As Plaintiffs explained in their preliminary approval motion, while there have been a large number of settlements against mortgage servicers over their practice of charging “convenience fees” or “Pay-to-Pay fees” on borrowers who pay their mortgage online or over the phone, the settlement reached here is one of the most notable to date.

The Settlement Agreement (the “SA”), if finally approved, will establish (a) DC Class is limited to borrowers on residential mortgage loans on properties located in the District of Columbia, estimated to be 5,767 separate Convenience Fees (the “DC Class”); and (b) Nationwide Class for borrowers on residential mortgage loans on 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 \$3,587,214 (the “Common Fund”), inclusive of all costs including class administration costs (including 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

¹ The Court-appointed Settlement Administrator is EAG Gulf Coast. As the Declarant Administrator attests in his declaration, “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.”

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. 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, 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 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 finally 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.

This Court has already found that, “[a]fter a preliminary review, the Settlement appears to be fair reasonable, and adequate” because it “(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.” ECF No. 76 at 1. Because a final review only confirms these findings, the Plaintiffs respectfully request that that Court enter an order giving final approval to the settlement.²

II. BACKGROUND

A. Factual and procedural background

To challenge Nationstar’s practice of charging and collecting illegal processing 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.

² Plaintiffs are concurrently submitting a [Proposed] Final Judgment and Order on Final Approval of Class Settlement, Attorneys’ Fees, Costs, and Service Awards.

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 and disadvantages of settling 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 the Court preliminarily approved and is now presented before the Court for final approval.

B. The Settlement Agreement

1. The Settlement Class

The Court has preliminarily certified the following class defined in the Settlement Agreement 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.³

The Nationwide Class consists of borrowers who paid convenience fees to make payment by telephone, less refunds in the amount of \$5,617,750.

ECF No. 76 at 3.

2. Monetary Benefits and Direct Payments

The Settlement Agreement provides monetary benefits in the form of a Common Fund of \$3,587,214, 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

³ 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.

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 provided 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, and the dates and amounts of each Convenience Fee paid during the Class Period. *Id.* at § 10.1

Now that the Notice Period has concluded, the Settlement Administrator has stated that it anticipates issuing electronic payments to at least 12,060 Class Members and paper checks to 60,495 Class Members. EAG Decl. at ¶ 17. Assuming Class Counsel are awarded their requested fees and costs and Plaintiffs are awarded their requested Service Awards, and with consideration to the costs of notice and administration, the Settlement Administrator estimates that D.C. Class Members will receive \$142.70 per instance of convenience fees paid and Nationwide Class Members will receive at least \$5.00 based on the amount of fees paid. *Id.*

3. 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 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 to the Preliminary Approval Motion, ECF No. 75-2, 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.*

4. Settlement Administrator and Administration Costs

The Court-appointed Settlement Administrator is EAG Gulf Coast, LLC ("EAG"), a leading class action administration firm in the United States. ECF No. 76 at ¶ 10.

All administrative Costs shall be paid from the Gross Common Fund. SA at § 5.1(c). Currently, the Settlement Administrator estimates that the costs of notice will be approximately \$143,013.14, though this amount may increase or decrease, depending on things like the rate of digital payment election and notice bouncebacks. The Settlement Administrator will oversee the provision of Class Notice to the Settlement Class Members and administration of the Common Fund.

5. 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 from the Effective Date, which the Settlement Class Member ever had or may have in the future. SA at § 18.1-18.4. The release is appropriately tailored, in that it covers claims arising from the identical factual predicate to the claims asserted in the operative Complaint.

6. Notice to Settlement Class and Request for Exclusion

Over the past two months, EAG has sent court-approved settlement notice to 72,555 Settlement Class Members. EAG Decl. ¶ 14. Beginning on November 28, 2023, EAG caused the Short Form Notice to be sent via email to the 65,178 email addresses for Settlement Class Members that passed the Settlement Administrator's hygiene and verification process. *Id.* at ¶ 7. The Email Notice was successfully delivered to 64,391 email addresses. *Id.* EAG then coordinated and caused the Postcard Notice to be mailed via U.S. First-Class Mail to Settlement Class Members for whom (a) an Email address was not available or did not pass the verification process, (b) and Email Notice was not successfully delivered and (c) a mailing address was available from the class data. *Id.* at ¶ 8. The Postcard Notice was sent to a total of 8,086 Settlement Class Members. *Id.* at ¶ 9. **Through these methods, the Notice Program reached a total of 72,477 Settlement Class Members, or 99.69% of the Settlement Class.** *Id.* at ¶ 14.

In addition, EAG published the Settlement Website, www.MortgageFeeClassAction.com, at which visitors can download the Long Form Notice as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, Order of the Court, and other relevant documents. *Id.* at ¶ 11. As of February 6, 2024, the Settlement Website has received 14,274 unique visitors and 23,066 page views. *Id.* EAG also established a toll-free telephone number and an Email address which offer Settlement Class Members additional support. *Id.* at ¶¶ 12-13.

As of the deadline of February 16, 2024, the Settlement Administrator had only received one exclusion request and no objections from any Settlement Class Members. *Id.* at ¶¶ 18-19.

III. ARGUMENT

A. Because the Settlement Provides an Exceptional Recovery for the Class, the Court should Approve the Settlement.

Rule 23(e) requires court approval of a class-action settlement. This entails a “three-stage process, involving two separate hearings.” *Jones v. Chopra*, No. 18-2132, 2023 WL 6037295, at *3 (D.D.C. Sept. 15, 2023), quoting *Ross v. Lockheed Martin Corp.*, 267 F. Supp. 3d 174, 189–90 (D.D.C. 2017) (cleaned up). 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.”

The settlement in this case has advanced past the first and second stages, with this Court having preliminarily approved it and notice having now been provided to the class. The third 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. *Ross*, 267 F. Supp. 3d at 190. In considering whether to give final approval to a settlement, the court’s discretion is constrained by the “long-standing judicial attitude favoring class action settlements” and “the principle of preference favoring and encouraging settlement in appropriate cases.” *Rogers v. Lumina Solar, Inc.*, 2020 WL 3402360, at *4 (D.D.C. June 19, 2020) (Brown, J.); see *In re Domestic Airline Travel Antitrust Litig.*, 378 F. Supp. 3d 10, 16 (D.D.C. 2019) (“Class action settlements are favored as a matter of public policy.”); *Ciapessoni v. United States*, 145 Fed. Cl. 685, 688 (2019) (“Settlement is always favored, especially in class actions where the avoidance of formal litigation can save valuable time and resources.”)

The criteria guiding the final-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.” *Banks v. Booth*, 2022 WL 1091212, at *2 (D.D.C. Apr. 12, 2022); *see also* Fed. R. Civ. P. 23, Advisory Committee Note, 2018 Amendments (observing that the Rule’s enumerated factors are not intended to “displace any factor” rooted in the case law). Because these are the same factors considered at the preliminary-approval stage, “settlement proposals enjoy a presumption of fairness afforded by a court’s preliminary fairness determination.” *Ciapessoni*, 145 Fed. Cl. at 688.

In its preliminary-approval order, this Court found that 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.” ECF No. 76 at 1. Nothing has happened in the three months since this Court made those preliminary findings that would justify a contrary conclusion. Indeed, closer examination only confirms that each factor strongly supports final approval.

B. The Class Representatives and Class Counsel have Vigorously Represented the Class Throughout this Litigation.

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* ECF No. 75-3, Simplicio Decl. ¶¶ 24; 27 (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. *Id.*, Simplicio Decl. ¶¶ 27-29. 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. The Court already found when preliminarily approving the Settlement that it “resulted from arm’s-length negotiations between experienced counsel overseen by an experienced mediator.” ECF No. 76 at 1.

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 v. Dist. of Columbia*, 454 F. Supp. 2d 1, 9-10 (D.D.C. 2006). 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 against 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,⁴ borrowers have typically received between \$200-\$220 per violation. *See* ECF No. 75-2, Appendix A. 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 FDCPA and for breach of contract; in similar settlements against mortgage servicers for those claims, borrowers have tended to receive between 30-37% of fees paid. *See id.* 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 a class members in a few settlements received more than 37%, 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. Notably, here, the

⁴ The West Virginia Consumer Credit and Protection Act provides for a uniform \$1000 per violation penalty. W. Va. Code § 46A-5-101(1).

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.

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 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 Notice and Notice Programs Provided Class Members with the Best Notice Practicable Under the Circumstances.

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 Notice met these requirements. It described 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 also informed them of their right to opt out and the procedures through which they may exercise that right. ECF Nos. 75-2, 75-3, *Id.* Further, the notices were distributed in a way that was designed to reach all class members: email notice to all class members for whom 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. EAG Decl. at ¶¶ 7-8. The Class Notice is comprised of direct notice in the form of Email Notice and Postcard Notice. *Id.* at ¶¶ 7-8. In addition, the Settlement Administrator established the Settlement Website, where the Long Form Notice is to be available, along with important case documents. *Id.* at ¶ 11. And a toll-free telephone number is available to Settlement Class Members with questions. *Id.* at ¶ 12. The operative notice plan was the best notice practicable and is reasonably designed to

reach the Settlement Class Members. And the Notice Plan was 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).

IV. CONCLUSION

For the foregoing reasons, Plaintiffs Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson request that the Court finally approve the Settlement, and enter the Final Approval Order.

Dated: February 7, 2024

Respectfully submitted,

/s/ James L. Kauffman

James L. Kauffman

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Attorneys for Plaintiffs

**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 THE STATUS OF
NOTICE AND SETTLEMENT
ADMINISTRATION

DECLARATION OF RYAN ALDRIDGE

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

1. I am a Project Manager for the Court-appointed Settlement Administrator, EAG Gulf Coast, LLC (“EAG”), formally Postlethwaite & Netterville, APAC¹, a full-service administration firm providing legal administration services, including the design, development, and implementation of unbiased complex legal notification programs. As the Project Manager, I am personally familiar with the facts set forth in this declaration.

2. I am over the age of 21. Except as otherwise noted, the matters set forth in this declaration are based upon my personal knowledge as well as information provided by other experienced employees working under my supervision.

I. BACKGROUND

3. On November 8, 2023, this Court entered its order preliminarily approving the Settlement Agreement and appointing EAG as Settlement Administrator. After the Court’s preliminary approval of the Settlement, EAG began to implement and coordinate the Notice Program.

¹ As of May 21, 2023, the Directors & employees of Postlethwaite & Netterville (P&N), APAC joined EisnerAmper as EAG Gulf Coast, LLC, collectively EAG. Where P&N is named or contracted, EAG Gulf Coast, LLC employees will service the work under those agreements.

4. I submit this declaration to evidence and establish EAG's compliance with the terms of the Preliminary Approval Order and detail EAG's execution of its role as the Settlement Administrator.

II. CLASS ACTION FAIRNESS ACT NOTICE ("CAFA")

5. On November 30, 2023, pursuant to 28 U.S.C. §1715(b), EAG, on behalf of the Defendant, caused notice of this settlement and related materials to be sent to the Attorneys General of all U.S. states, territories, District of Columbia, as well as the Attorney General of the United States. As of February 6, 2024, EAG has not received any objection or any other response from any Attorney General. A copy of the CAFA Notice and status of delivery are attached as **Exhibit A**.

III. CLASS NOTICE PROGRAM EXECUTION

6. **Notice Database.** EAG maintains a database of 72,555 Settlement Class Members which was used to effectuate the notice campaign as outlined in the Preliminary Approval Order and the Settlement Agreement. EAG received the class data on November 20, 2023, in two Excel files containing a total of 73,335 records. After consolidating the files and deduplicating the data, EAG determined that a total of 72,555 unique records exist in the class data, inclusive of the 780 D.C. Class members.

7. **Email Notice.** Before sending the notice by email, EAG performed an email hygiene and verification process designed to protect the integrity of the email campaign and maximize deliverability. That process included deduplication, syntax validation, misspelled domain detection and correction, domain validation, and risk validation. Email addresses for 65,178 Settlement Class Members passed the hygiene and verification process. In sending the email notice, EAG followed standard email best practices, including utilizing "unsubscribe" links and the Settlement Administrator contact information. Beginning on November 28, 2023, EAG caused the Short Form Notice to be sent via email ("Email Notice") to the 65,178 email addresses for Settlement Class Members that passed the hygiene and verification process. The Email Notice was successfully delivered to 64,391 email addresses. A true and correct copy of the Email Notice sent is attached hereto as **Exhibit B**.

8. **Mail Notice.** EAG coordinated and caused the Postcard Notice to be mailed via U.S. First-Class Mail to Settlement Class Members for whom (a) an Email address was not available or did not pass the verification process, (b) an Email Notice was not successfully delivered and (c) a mailing address was available from the class

data. The Postcard Notice included the web address to the case website for access to additional information, a description of the rights and options as a Class Member and the dates by which to act on those options, and the date of the Final Approval Hearing. A true and correct copy of the Postcard Notice is attached hereto as **Exhibit C**.

9. **Mail Notice Delivery.** Prior to mailing, all mailing addresses were checked against the National Change of Address (NCOA) database maintained by the United States Postal Service (USPS). In addition, the addresses were certified via the Coding Accuracy Support System (CASS) to ensure the quality of the zip code and verified through Delivery Point Validation (DPV) to verify the accuracy of the addresses. EAG caused the mailing of the Postcard Notice by U.S. First Class Mail to a total of 8,086 Settlement Class Members. EAG also executed supplemental mailings for 154 Class Members for which an initial Postcard Notice was not deliverable but for which EAG was able to obtain an alternative mailing address through (1) forwarding addresses provided by the USPS, (2) skip trace searches using the LexisNexis third-party vendor database, or (3) requests received directly from Class Members. Mail notice delivery statistics are detailed in paragraph 15 below.

10. **Settlement Post Office Box.** EAG maintains the following Post Office Box (the “P.O. Box”) for the Settlement Program:

Nationstar Mortgage Settlement Administrator

P.O. Box 3654

Baton Rouge, LA 70821

This P.O. Box serves as a location for USPS to return undeliverable program mail to EAG and for Settlement Class Members to submit Exclusion Requests and other settlement-related correspondence. The P.O. Box address appears prominently in all notices and in multiple locations on the Settlement Website. EAG monitors the P.O. Box daily and uses a dedicated mail intake team to process each item received.

11. **Settlement Website.** On November 28, 2023, EAG published the Settlement Website, www.MortgageFeeClassAction.com. Visitors to the Settlement Website can download the Long Form Notice as well as Court Documents, such as the Class Action Complaint, the Settlement Agreement, Order of the Court, and other relevant documents. A true and correct copy of the Long Form Notice (English version) is attached hereto as **Exhibit D**. The Settlement Website also makes available a Spanish version of the Long Form Notice.

Visitors to the Settlement Website are able to elect a preferred payment method electronically; submit address updates electronically; and find answers to frequently asked questions (FAQs), important dates and deadlines, and contact information for the Settlement Administrator. As of February 6, 2024, the Settlement Website has received 15,205 unique visitors and 24,542 page views.

12. ***Toll-Free Number.*** EAG established a toll-free telephone number, 1-866-709-2460 (the “Toll-Free Number”), which is available twenty-four hours per day. Settlement Class Members can call and interact with an interactive voice response (“IVR”) system that provides important Settlement information and offers the ability to leave a voicemail message to address specific requests or issues. The Toll-Free Number appeared in all Notices and in multiple locations on the Settlement Website. The Toll-Free Number will remain active through the close of this Settlement program.

13. ***Email Support.*** EAG established an Email address, info@mortgagefeeclaimaction.com, to provide an additional option for Settlement Class Members to address specific questions and requests to the Settlement Administrator for support.

IV. NOTICE PROGRAM REACH

14. ***Notice Reach Results.*** Through the notice procedures outlined above, EAG attempted to send direct notice to 72,477 Settlement Class Members for whom a valid Email or a mailing address was available. As of February 6, 2024, the Notice Program reached a total of 72,330 of Settlement Class Members.² Table 1 below provides an overview of dissemination results and reach statistics for the Notice Program.

² A Settlement Class Member is considered “reached” by direct Notice if a Postcard Notice mailed to the Settlement Class Member has not been returned by the USPS as undeliverable.

Table 1: Direct Notice Program Dissemination & Reach		
Description	Volume of Class Members	Percentage of Class Members
Class Members	72,555	100.00%
E-Mail Notice		
(+) Total E-Mail Notices Sent	65,178	89.83%
(+) Total E-Mail Notices Delivered	64,391	88.75%
(-) Total E-Mail Notices Bounced/Undeliverable	787	1.08%
Initial Notice Mailing		
(+) Total Notices Mailed (Initial Campaign)	8,086	11.14%
(-) Total Postcard Notices Returned as Undeliverable	293	0.40%
Supplemental Notice Mailing		
(+) Total Unique Postcards Re-Mailed	154	0.21%
(-) Total Undeliverable (Re-Mailed) Postcards	8	0.01%
Direct Notice Program Reach		
Class Members	72,555	100.00%
(+) Received E-Mail Notice	64,391	88.75%
(+) Received Postcard Notice	7,939	10.94%
(=) Received Direct Notice	72,330	99.69%

V. SUPPLEMENTAL NOTICE

15. **Supplemental Email Notice.** In addition to Court approved Notice Program detailed in Sections III and IV, EAG initiated a supplemental reminder Email Notice campaign to all Settlement Class members for whom an email was previously delivered and who had not elected a preferred payment method as of the date of the reminder email. The supplemental email campaign commenced on December 21, 2023. EAG sent the supplemental email to 62,026 Class Members with 61,582 emails delivered. The supplemental email campaign is designed to encourage Settlement Class Members to elect an electronic payment option, with periodic reminders sent via email to maximize electronic payment elections.

16. **Digital Banner Notice.** EAG caused digital banner notices to run across Facebook and Instagram. The digital notices utilized customer match targeting to reach individuals, enabling viewers to identify themselves as potential Settlement Class members and click through to the Settlement Website. In total, 1,190,843 banner

impressions were generated over a four-week period. Screenshots of the digital banner notices are attached as **Exhibit E**.

VI. DIRECT PAYMENTS

17. The Settlement Agreement directs that class members receive a Settlement Payment without taking any action. The Settlement Agreement also directs that any Common Fund Remainder shall be distributed pro rata to those electing to receive their distribution via electronic payment. As of February 6, 2024, EAG anticipates to issue electronic payments to at least 14,064 Class Members and paper checks to 58,490 Class Members. Assuming Class Counsel are awarded their requested fees and costs and Plaintiffs are awarded Service Awards as outlined in the *Plaintiff's Memorandum of Law in Support of Motion for Fees, Costs, and Service Awards* filed with the Court on January 8, 2024, and with consideration to the costs of notice and administration, EAG estimates that D.C. Class Members will receive \$142.70 per instance of convenience fees paid and Nationwide Class Members will receive at least \$5.00 based on the amount of fees paid.

VII. EXCLUSIONS AND OBJECTIONS

18. ***Exclusions (Opt-Outs) Received.*** The deadline for Class Members to request to be excluded from the Settlement is February 16, 2024. EAG has received one (1) exclusion request from a Settlement Class Member as of February 6, 2024. A list of individuals who have timely requested exclusion from the Settlement Class is attached as **Exhibit F**.

19. ***Settlement Objections.*** The Settlement Agreement directs that objections be filed with the Court and also mailed to the Settlement Administrator by February 16, 2024. As of the date of this declaration, EAG has not received any objections from Settlement Class Members.

VIII. CERTIFICATION

I, Ryan Aldridge, declare under the penalty of perjury that the foregoing is true and correct. Executed on this 6th day of February, 2024 at Baton Rouge, Louisiana.



Ryan Aldridge

Exhibit A

CAFA Notice



EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

November 27, 2023

By Certified Mail

Federal and State Officials
as listed in Attachment 1

Re: NOTICE UNDER THE CLASS ACTION FAIRNESS ACT OF 2005, 28 U.S.C. § 1715(b),
Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson v. Nationstar Mortgage LLC, d/b/a Mr. Cooper, Case No. 1:20-cv-00166 (D.D.C)

Dear Sir or Madam:

I send this letter and the enclosed disc to you on behalf of the Parties to the action referenced above (the "Parties") regarding the Motion for Preliminary Approval of Class Settlement filed on September 28, 2023. This communication constitutes the notice required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) ("CAFA").

The proposed Settlement resolves the Class Action lawsuit brought by Jackerly McFadden, Celinda Lake, Mary Montgomery and Lillian Nelson against Nationstar Mortgage LLC d/b/a Mr. Cooper (the "Defendant"). Plaintiffs, on behalf of themselves and all others similarly situated, allege breaches of contract and violations of the Federal Fair Debt Collection Practices Act ("FDCPA"), Florida Consumer Collection Practices Act ("FCCPA"), Florida Deceptive and Unfair Trade Practices Act § 501.203 ("FDUTPA"), District of Columbia Consumer Protection Procedures Act ("DCCPPA"), and District of Columbia Mortgage Broker Lender Act ("MBLA"). Defendant denies any and all wrongdoing.

The Settlement Agreement, 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.

In accordance with 28 U.S.C. § 1715(b), the enclosed disc includes:

- a. Exhibit 1: A copy of the Class Action Complaint filed on January 22, 2020;
- b. Exhibit 2: A copy of the First Amended Class Action Complaint filed on December 16, 2022;
- c. Exhibit 3: A copy of the Settlement Agreement filed on September 28, 2023, including the Class Notice Documents as Exhibits A1-A3;
- d. Exhibit 4: A copy of the Plaintiffs' Motion for Preliminary Approval of Class Settlement filed on September 28, 2023;
- e. Exhibit 5: A copy of the Order Granting Preliminary Approval of Class Action Settlement filed on November 8, 2023;



EAG Gulf Coast, LLC
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

- f. Exhibit 6: Per 28 U.S.C. §§ 1715(b)(7)(A)-(B), a list of States with the estimated number of class members residing in each State and the estimated proportionate share of the claims of such members to the entire settlement.

The Settlement Agreement provides monetary benefits in the form of a Common Fund 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. Settlement Class Members do not have to submit claims or take any other affirmative step to receive benefits under the Settlement.

The Honorable Emmet G. Sullivan of the United States District Court for the District of Columbia granted Plaintiffs' Unopposed Motion for Preliminary Approval on November 8, 2023. A Final Approval Hearing is scheduled to be held on March 8, 2024, at 1:00 p.m. in the Courtroom of Judge Emmet G. Sullivan at 333 Constitution Avenue N.W., Washington, D.C. 20001.

There are no other agreements between Class Counsel and counsel for Defendant, there are no final judgments in this matter, and there are no written judicial opinions relating to the materials described under 28 U.S.C. §§ 1715(b)(3)-(6).

Thank you for your attention to this matter. If you have any question about this notice or the enclosed materials, please contact us.

Sincerely,

A handwritten signature in black ink that reads "Elena MacFarland".

Elena MacFarland
EAG Gulf Coast, LLC as *Settlement Administrator*
Jackerly McFadden, et. al. v. Nationstar Mortgage LLC,
d/b/a Mr. Cooper

cc by email:

Hassan A. Zavareei

Jason E. Manning



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*Attorneys for the Representative
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*Attorney for Defendant
Nationstar Mortgage LLC, d/b/a Mr. Cooper*

CAFA Notice Service List								
Jackerly McFadden, et. al. v. Nationstar Mortgage LLC, d/b/a Mr. Cooper, Case No. 1:20-cv-00166								
Name1	Name2	Address1	Address2	Address3	City	State	Zip	Delivered
Office of the Attorney General		1031 W. 4th Avenue, Suite 200			Anchorage	AK	99501-1994	12/5/2023
Office of the Attorney General		501 Washington Avenue	PO Box 300152		Montgomery	AL	36104	12/6/2023
Office of the Attorney General		323 Center Street, Suite 200			Little Rock	AR	72201-2610	12/5/2023
Office of the Attorney General		PO Box 7			Pago Pago	AS	96799	12/16/2023
Office of the Attorney General		2005 N Central Ave			Phoenix	AZ	85004-2926	12/7/2023
Office of the Attorney General	CAFA Coordinator, Consumer Law Section	455 Golden Gate Avenue, Suite 11000			San Francisco	CA	94102	12/6/2023
Office of the Attorney General		Ralph L Carr Colorado Judicial Center	1300 Broadway, 10th Floor		Denver	CO	80203	12/8/2023
Office of the Attorney General		165 Capitol Avenue			Hartford	CT	06106	12/4/2023
Office of the Attorney General		441 4th Street NW, Suite 11005			Washington	DC	20001	12/11/2023
United States Office of the Attorney General	US Department of Justice	950 Pennsylvania Ave, NW			Washington	DC	20530-0001	12/5/2023
Office of the Attorney General		820 North French Street	6th Floor		Wilmington	DE	19801	12/7/2023
Office of the Attorney General		The Capitol	PL-01		Tallahassee	FL	32399-1050	12/8/2023
Office of the Attorney General		40 Capitol Square SW			Atlanta	GA	30334	12/5/2023
Office of the Attorney General	Administrative Division	590 S. Marine Corps Dr., Suite 901			Barrigada	GU	96913	12/7/2023
Department of the Attorney General		425 Queen Street			Honolulu	HI	96813	12/5/2023
Office of the Attorney General		Hoover State Office Building	1305 East Walnut Street		Des Moines	IA	50319	12/7/2023
Office of the Attorney General		954 West Jefferson Street, 2nd floor	PO Box 83720		Boise	ID	83720-0010	12/5/2023
Office of the Attorney General		100 West Randolph Street			Chicago	IL	60601	12/4/2023
Office of the Attorney General		Indiana Government Center South	302 West Washington Street, 5th Floor		Indianapolis	IN	46204	12/7/2023
Office of the Attorney General		120 SW 10th Ave, 2nd Floor			Topeka	KS	66612-1597	12/5/2023
Office of the Attorney General		700 Capitol Avenue, Suite 118			Frankfort	KY	40601-3449	12/6/2023
Office of the Attorney General		PO Box 94005			Baton Rouge	LA	70804	12/1/2023
Office of the Attorney General	ATTN: CAFA Coordinator/General Counsel's Office	One Ashburton Place			Boston	MA	02108	12/6/2023
Office of the Attorney General		200 St. Paul Place			Baltimore	MD	21202	12/6/2023
Office of the Attorney General		6 State House Station			Augusta	ME	04333	12/6/2023
Office of the Attorney General		G. Mennen Williams Building	525 West Ottawa Street	PO Box 30212	Lansing	MI	48909	12/7/2023
Office of the Attorney General		445 Minnesota Street, Suite 1400			St Paul	MN	55101-2131	12/4/2023
Office of the Attorney General		Supreme Court Building	207 West High Street		Jefferson City	MO	65102	12/12/2023
Office of the Attorney General		Administrative Building	PO Box 10007		Saipan	MP	96950	12/11/2023
Office of the Attorney General		Walter Sillers Building	550 High Street, Suite 11		Jackson	MS	39201	12/11/2023
Office of the Attorney General		Justice Building Third Floor	215 North Sanders		Helena	MT	59601	12/8/2023
Office of the Attorney General	ATTN: Consumer Protection	114 West Edenton Street			Raleigh	NC	27603	12/4/2023
Office of the Attorney General		State Capitol	600 East Boulevard Avenue, Dept. 125		Bismarck	ND	58505	12/5/2023
Office of the Attorney General		2115 State Capitol	PO Box 98920		Lincoln	NE	68509	12/11/2023
Office of the Attorney General		33 Capitol Street			Concord	NH	03301	12/6/2023
Office of the Attorney General		RJ Hughes Justice Complex	25 Market Street	PO BOX 080	Trenton	NJ	08625-0080	12/7/2023
Office of the Attorney General	ATTN: Farrah Diaz, Paralegal	201 3rd St NW, Suite 300			Albuquerque	NM	87102	12/8/2023
Office of the Attorney General		Old Supreme Court Building	100 North Carson Street		Carson City	NV	89701	12/5/2023
Office of the Attorney General		The Capitol			Albany	NY	12224-0341	12/5/2023
Office of the Attorney General		State Office Tower	30 East Broad Street, 14th Floor		Columbus	OH	43215	12/5/2023
Office of the Attorney General		313 NE 21st Street			Oklahoma City	OK	73105	12/4/2023
Office of the Attorney General	Oregon Department of Justice	1162 Court Street NE			Salem	OR	97301-4096	12/11/2023
Office of the Attorney General		16th Floor, Strawberry Square			Harrisburg	PA	17120	12/5/2023
Office of the Attorney General		PO Box 9020192			San Juan	PR	00902-0192	12/11/2023
Office of the Attorney General	ATTN: Lisa Pinsonneault/CAFA Notice	150 South Main Street			Providence	RI	02903	12/4/2023
Office of the Attorney General		PO Box 11549			Columbia	SC	29211-1549	12/5/2023
Office of the Attorney General		1302 E. Highway 14, Suite 1			Pierre	SD	57501-8501	12/4/2023
Office of the Attorney General and Reporter		PO Box 20207			Nashville	TN	37202	12/5/2023
Office of the Attorney General		Capitol Station	PO Box 12548		Austin	TX	78711-2548	12/6/2023
Office of the Attorney General		Utah State Capitol Complex	350 North State Street, Suite 230		Salt Lake City	UT	84114-2320	12/8/2023
Office of the Attorney General		202 North Ninth Street			Richmond	VA	23219	12/11/2023
Office of the Attorney General		34-38 Kronprindsens Gade	Gers Building, 2nd Floor		St Thomas	VI	00802	12/11/2023
Office of the Attorney General		109 State Street			Montpelier	VT	05609	12/8/2023
Office of the Attorney General		1125 Washington Street SE	PO Box 40100		Olympia	WA	98504-0100	12/11/2023
Office of the Attorney General	Wisconsin Department of Justice	PO Box 7857			Madison	WI	53707-7857	12/7/2023
Office of the Attorney General		State Capitol	Building 1, Room E-26		Charleston	WV	25305	12/4/2023
Office of the Attorney General		Kendrick Building	2320 Capital Avenue		Cheyenne	WY	82002	12/8/2023

Exhibit B

Email Notice

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

From: Nationstar Mortgage Convenience Fee Settlement <notice@pnclassaction.com>

Reply-To: <info@mortgagefeeclassaction.com>

Settlement Claim ID: TES-100000

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:

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 awarded 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 www.MortgageFeeClassAction.com by February 16, 2024 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 February 16, 2024. 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 November 8, 2023. A more detailed Long Form Notice, available at www.MortgageFeeClassAction.com, contains instructions for how to exclude yourself.

If you do not exclude yourself, you may object to the Settlement by February 16, 2024. The more detailed Long Form Notice, available at 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 March 8, 2024 at 1:00 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 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 www.MortgageFeeClassAction.com.

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

[Unsubscribe - Unsubscribe Preferences](#)

Exhibit C

Postcard Notice

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 **February 16, 2024**. 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 November 8, 2023. 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 **February 16, 2024**. 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 March 8, 2024 at 1:00 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

Case 1:20-cv-00100-EGS Document 78-1 Filed 02/07/24 Page 18 of 31

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



Postal Service: Do Not Mark or Cover Barcode

Exhibit D

Long Form Notice

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 November 8, 2023.

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	
<p>Do Nothing and Receive a Paper Check Payment</p>	<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>
<p>Elect to Receive an Electronic Payment and if Available, a Secondary Distribution</p>	<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>
<p>Exclude Yourself from the Settlement</p> <p>Deadline: February 16, 2024</p>	<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 Deadline: February 16, 2024	You may object to the terms of the Settlement Agreement and have your objections heard at the March 8, 2024 Final Approval Hearing.
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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 at www.MortgageFeeClassAction.com to 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 March 8, 2024 at 1:00 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 **February 16, 2024**; 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
P.O. 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
P.O. Box 3654
Baton Rouge, LA 70821**

1-866-709-2460

www.MortgageFeeClassAction.com

Exhibit E

Digital Banner Notice

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If you incurred fees from Nationstar Mortgage Services (doing business as Mr. Cooper) for making mortgage payments by telephone, you may qualify for an additional settlement payment in the Nationstar Mortgage Convenience Fee Class Action Settlement. Opting for an electronic payment could make you eligible for a second payment. For more details or to choose an electronic payment and be eligible for a second payment, visit www.MortgageFeeClassAction.com.



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Class Action Settlement [Learn more](#)

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Mortgage Fee Class Action

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If you selected an electronic payment method (e.g., Venmo, Paypal, Zelle, etc.) in the Nationstar Mortgage Class Action Settlement, you could qualify for a secondary payment. For additional details or to choose an electronic payment, please visit www.MortgageFeeClassAction.com.



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If you selected an electro... [Learn more](#)



Class Action Settlement
If you incurred fees from ... [Learn more](#)

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If you selected an electronic payment method (e.g., Venmo, Paypal, Zelle, etc.) in the Nationstar Mortgage Class Action Settlement, you could qualify for a secondary payment. For additional details or to choose an electronic payment, please visit www.MortgageFeeClassAction.com.

Exhibit F

List of Exclusions

Exclusion Requests

Jackerly McFadden, et al. v. Notionstar Mortgage LLC, d/b/a Mr. Cooper, Case No. 1:20-CV-00166

Count	First Name	Last Name	State	Submission Date
1	Jane	Lampley	GA	December 18, 2023

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] FINAL JUDGMENT AND ORDER ON FINAL APPROVAL OF CLASS SETTLEMENT, ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

This matter came before the Court for hearing pursuant to the Preliminary Approval Order of this Court, dated November 8, 2023, on the application of the Settling Parties for approval of the Class Action Settlement Agreement. Due and adequate notice having been given to the Class as required in the Preliminary Approval Order, the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Settlement Agreement, and all terms used herein shall have the same meanings as set forth in the Settlement Agreement, unless otherwise stated herein.
2. This Court has jurisdiction over the subject matter of the Litigation and over all parties to the Litigation, including all members of the Class.
3. Excluded from the Class is any person who timely and validly sought exclusion from the Class.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Settlement set forth in the Agreement, and finds that:

- a. in light of the benefits to the Class and the complexity and expense of further litigation, the Settlement Agreement is, in all respects, fair, reasonable, and adequate and in the best interests of the Class;
- b. there was no collusion in connection with the Settlement Agreement;
- c. Class Representatives and Class Counsel have adequately represented the Class;
- d. the Settlement Agreement was the product of informed, arm's-length negotiations among competent, able counsel;
- e. the relief provided for the Class is adequate, having taken into account (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of the proposed method of distributing relief to the Class; (iii) the terms of any proposed award of attorney's fees, including timing of payment; and (iv) any agreement required to be identified under Federal Rule of Civil Procedure 23(e)(3);
- f. the Settlement Agreement treats Class Members equitably relative to each other; and
- g. the record is sufficiently developed and complete to have enabled Class Representatives and Defendant to have adequately evaluated and considered their positions.

5. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Settlement Agreement, as well as the terms and provisions set forth in this Order. Except as to any individual claim of those person/s who have validly and timely requested exclusion from the Class, the Litigation and all claims alleged therein are dismissed with

prejudice as to the Class Representatives, and the other Class Members, as defined in the Settlement Agreement.

6. No person shall have any claim against the Class Representatives, Class Counsel, or the Claims Administrator, or any other person designated by Class Counsel, based on determinations or distributions made substantially in accordance with the Settlement Agreement or order of this Court.

7. The distribution and publication of notice of the settlement as provided for in this Court's Preliminary Approval Order of November 8, 2023, constituted the best notice practicable under the circumstances, including individual notice to Class Members. This notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and due process. No Settlement Class Member is relieved from the terms of the Settlement Agreement, including the releases provided for, based on the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement and to participate in the approval hearing. It is hereby determined that all members of the Settlement Class are bound by this Judgment, except those that have opted out.

8. Any order entered regarding any fee and expense application, any appeal from any such order, or any reversal or modification of any such order shall not affect or delay the finality of the Final Judgment in this litigation.

9. Plaintiffs seek an award of \$1,215,264.10 in attorneys' fees and costs, which is comprised of \$1,195,751.33 in attorneys' fees, and \$19,512.77 in reimbursable costs. That request is granted pursuant to Section 7.7 of the Settlement Agreement, and the Court's finding that the attorneys' fees and costs are fair and reasonable pursuant to Federal Rule of Civil Procedure 23(e)(2)(C)(iii), (h).

10. Plaintiffs also each seek a \$7,000.00 service award, for a total of \$28,000.00 to the four Plaintiffs (Jackerly McFadden, Celinda Lake, Mary Montgomery, and Lillian Nelson) for their service in representing and zealously advocating on behalf of Class Members. That request is also granted.

11. The Court-Appointed Settlement Administrator is awarded its costs from the “Residual Component” of the Settlement Fund.

12. The Court directs immediate entry of this Judgment by the Clerk of the Court.

13. The Court will have continued jurisdiction over the Action for the purpose of enforcement of the Settlement and this Final Order.

IT IS SO ORDERED.

DATED: _____

HONORABLE EMMET G. SULLIVAN
UNITED STATES DISTRICT JUDGE