

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on behalf  
of all others similarly situated,

Plaintiff,

v.

NATIONSTAR MORTGAGE LLC, a Delaware  
limited liability company,

Defendant.

NO. 2:15-cv-01808 TSZ

**PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
CERTIFICATION AND CLASS ACTION  
SETTLEMENT**

NOTE ON MOTION CALENDAR:  
Friday, December 29, 2017

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1 **I. INTRODUCTION**

2 Plaintiff Juanita Garcia (“Garcia” or “Plaintiff”) respectfully moves the Court to enter  
3 preliminary approval of a proposed class action settlement reached with Defendant Nationstar  
4 Mortgage LLC (“Nationstar” or “Defendant”). The settlement—reached after significant  
5 litigation and a mediator’s proposal in private mediation—resolves claims that Nationstar  
6 charged customers who made their mortgage payments by phone or online extra fees  
7 (“Convenience Fees”) in violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692f(1)  
8 (“FDCPA”) and the Washington Collection Agency Act, RCW § 19.16.250(21) (“WCAA”).<sup>1</sup>

9 The settlement represents an exceptional result for the proposed class. Nationstar has  
10 agreed to create a non-reversionary common fund of \$3,875,000, which will be used to  
11 compensate customers for the disputed extra fees they paid. Following payment of settlement  
12 administration costs, attorneys’ fees, and a case contribution award, every claimant submitting a  
13 valid claim will be paid a *pro rata* portion of the fund based on the number of times he or she  
14 paid extra fees. That is, each claimant will receive a payment per instance of overcharging. In  
15 addition to this monetary component, the settlement includes prospective relief. Nationstar has  
16 stopped charging Convenience Fees for online payments and has agreed to provide prior express  
17 notice before charging Convenience Fees for over-the-phone payments. This settlement  
18 compares favorably with settlements in similar FDCPA cases, and, as set forth below, is fair,  
19 reasonable, and adequate, and well within the range of approval.

20 Consequently, Plaintiff Juanita Garcia respectfully requests that the Court enter an order  
21 (1) preliminarily certifying the proposed settlement class, (2) naming Garcia as class  
22 representative, (3) appointing Rafey S. Balabanian of Edelson PC and D. Frank Davis of Davis  
23 & Norris, LLP as class counsel, (4) granting preliminary approval of the settlement,  
24 (5) approving the proposed notice plan, and (6) scheduling a final approval hearing.

25 \_\_\_\_\_  
26 <sup>1</sup> A copy of the Stipulation and Settlement Agreement (“Settlement Agreement” or  
27 “Agreement”) is attached as Exhibit 1.



1 **II. BACKGROUND AND PROCEDURAL HISTORY**

2 This case stems from Nationstar’s alleged practice of collecting additional fees from  
3 consumers when they make their mortgage payments, over and above the amount they owed.  
4 (Dkt. 1 (“Compl”) ¶ 1.) Nationstar is a mortgage servicing company that specializes in servicing  
5 high-risk loans. (*Id.*) As a loan servicer, Nationstar sends borrowers their monthly statements,  
6 and then collects and processes borrowers’ loan payments. (*Id.* ¶ 12.)

7 Nationstar allegedly focuses on high-risk loans, which means that many of the loans it  
8 services are already in default or close to it. (*Id.* ¶¶ 1, 12.) Unsurprisingly, borrowers in such a  
9 position often have difficulty making regularly scheduled payments through their banks and  
10 instead must wait until they have the funds available before making over-the-phone or online  
11 payments. (*Id.* ¶¶ 3, 13–15.) Nationstar allegedly exploited these consumers by employing high-  
12 pressure collection techniques to steer consumers toward paying their bills immediately over the  
13 phone or through the internet. (*Id.* ¶¶ 13–14.) Payments made by phone or online are sometimes  
14 called “speedpay” payments. (Dkt. 50-3 at 15:22–16:6.)

15 Once a borrower agreed to make a speedpay payment over the phone or online,  
16 Nationstar charged them an extra fee, a so-called “Convenience Fee.” (Compl. ¶ 3; Dkt. 50-2.)  
17 For over-the-phone payments during which a consumer spoke to a live representative, Nationstar  
18 charged a \$19.00 Convenience Fee. (Dkt. 50-2; Dkt. 50-3 at 30:11–13.) If consumers paid over  
19 the phone but did not speak to a live representative—instead using only an interactive voice  
20 menu system—they were charged a \$14.00 Convenience Fee. (Dkt. 50-2; Dkt. 50-3 at 30:24–  
21 31:14.) Those who paid their mortgage bills by logging onto their Nationstar accounts online  
22 were charged between \$6.95 and \$8.95. (Dkt. 50-4 at 19:7–10.)

23 These Convenience Fees were allegedly not tied to the actual costs of processing phone  
24 or online payments, but were simply an extra charge that Nationstar applied for its own benefit.  
25 (Compl. ¶¶ 3–5, 16–19.) The fees Nationstar collected through these practices were substantial,  
26 netting it over \$12 million during the relevant time period. (Dkt. 50-8, Def. Interrog. Resps. 1, 3;  
27 Dkt. 50-9, Def. Supp. Interrog. Resps. 1, 3.)

1 Plaintiff Juanita Garcia had a home loan mortgage serviced by Nationstar. On several  
2 instances when she paid her mortgage bill, she was charged—and paid—a Convenience Fee that  
3 she alleges was not authorized by her mortgage or related to the actual costs of processing her  
4 payment. (Compl. ¶¶ 21, 25–27.) In 2015, she filed a nationwide class-action complaint in the  
5 Western District of Washington alleging violations of the FDCPA, which prohibits debt  
6 collectors from collecting any fee, charge, or expense incidental to the principal debt unless it is  
7 “expressly authorized by the agreement creating the debt or permitted by law.” 15 U.S.C. §  
8 1692f(1). (Garcia’s loan documents, like those of the other putative class members, allegedly did  
9 not expressly authorize the collection of Convenience Fees for speedpay transactions.) (Compl. ¶  
10 26.)

11 On behalf of Washington residents, Garcia claimed (in addition to the FDCPA claim)  
12 violations of the WCAA, which prohibits debt collectors like Nationstar from collecting “any  
13 sum” from a debtor in addition to the principal amount owed “other than allowable interest,  
14 collection costs or handling fees expressly authorized by statute.” RCW § 19.16.250(21).

15 The parties engaged in substantial formal and informal discovery, including the exchange  
16 of written interrogatories and document requests, the production of documents, and depositions  
17 of Plaintiff and key Nationstar personnel. (Declaration of Benjamin H. Richman (“Richman  
18 Decl.”), attached as Exhibit 2, ¶ 3.) Following discovery, Plaintiff filed a Motion for Class  
19 Certification. (Dkt. 49.) After the certification motion was fully briefed, the parties agreed to stay  
20 the proceedings in order to explore the possibility of a negotiated resolution. (Dkt. 74.)

21 In July 2017, the parties attended a full-day mediation session with Mr. John Bates, Jr. at  
22 JAMS in San Francisco, California. (Richman Decl. ¶ 4.) In advance of the mediation and based  
23 on the litigation and discovery that had already taken place, Garcia and Nationstar exchanged  
24 detailed mediation briefs that outlined their respective positions. (*Id.* ¶ 3.) Despite their good  
25 faith efforts and making significant progress, the parties did not ultimately reach a resolution that  
26 day. (*Id.* ¶ 4.) Rather, at the close of the mediation session, Mr. Bates submitted a mediator’s  
27 proposal as to certain material terms of the proposed settlement. (*Id.* ¶ 5.) After careful

1 consideration and analysis, both sides ultimately accepted the mediator's proposal and set to  
2 work on negotiating the remaining terms of the fulsome written settlement agreement (*Id.*)

3 **III. THE TERMS OF THE SETTLEMENT AGREEMENT**

4 The key terms of the Settlement Agreement are briefly summarized below:

5 **A. Class Definition:** The settlement provides for a settlement class of all individuals  
6 in the United States who, from November 17, 2014 (November 17, 2011 for Washington  
7 residents), made a payment to Nationstar on a residential mortgage debt over the phone or online  
8 that included a Convenience Fee charged by Nationstar for doing so.<sup>2</sup> (Settlement Agreement §  
9 3.1.) Based on discovery and investigation, there are approximately 188,393 settlement class  
10 members. (Richman Decl. ¶ 3.)

11 **B. Monetary Relief:** Nationstar has agreed to create a settlement fund of  
12 \$3,875,000. (Settlement Agreement § 2.38.) Each class member that submits a valid claim form  
13 will receive a *pro rata* portion of the settlement fund (after payment of administrative costs,  
14 attorneys' fees, and a case contribution award) based on the number of times he or she paid a  
15 Convenience Fee. (*Id.* §§ 2.38, 4.2.2.) There is no cap on the amount of money a claiming class  
16 member can recover; thus, the entire fund will be exhausted and no part of it will revert to  
17 Nationstar. (*Id.* 2.38.)

18 **C. Prospective Relief:** Nationstar has agreed to provide prior express notice to  
19 consumers prior to charging any Convenience Fees for over-the-phone speedpay payments and  
20 has stopped charging Convenience Fees for online speedpay payments. (*Id.* § 4.2.3.)

21 **D. Compensation for Class Representative:** In recognition of her time and effort  
22 serving as class representative, the parties have agreed that Garcia should receive a reasonable  
23 case contribution award in an amount determined by the Court, to be paid from the settlement  
24 fund. (*Id.* § 15.4.)

25 \_\_\_\_\_  
26 <sup>2</sup> The proposed class here includes the same members as the classes defined in Plaintiff's  
27 class certification motion. (*See* dkt. 49 at 5–6.)

1           **E. Payment of Attorneys' Fees and Expenses:** The parties have agreed that  
 2 proposed class counsel is entitled to an award of reasonable attorneys' fees and expenses in an  
 3 amount to be determined by the Court to be paid from the settlement fund. (*Id.* § 15.1.) Proposed  
 4 class counsel has agreed to limit their request for attorneys' fees and expenses to no more than  
 5 twenty-five percent of the settlement fund. (*Id.*) The Settlement Agreement does not prevent  
 6 Nationstar from opposing the requested fees. (*Id.*) Any difference between the amount requested  
 7 and the amount awarded will remain in the settlement fund to be distributed to claiming class  
 8 members; no such amount will revert to Nationstar. (*Id.*)

9           **F. Payment of Notice and Administrative Costs:** The parties have agreed that  
 10 notice and administrative costs will be paid out of the settlement fund. (*Id.* § 2.25.) Subject to the  
 11 Court's approval, the parties agree that Heffler Claims Group, LLC will oversee notice to the  
 12 class, the processing of claim forms, and payment to class members. (*Id.* § 2.1.)

13           **G. Release:** In exchange for the relief described above, class members agree to  
 14 release Nationstar from any and all claims relating in any way to the Convenience Fees. (*Id.* §  
 15 10.)

#### 16 **IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED**

17           Before granting preliminary approval, the Court must first determine that the proposed  
 18 class is appropriate for certification. To do so, the proposed class must meet the requirements of  
 19 Rule 23(a) and at least one subsection of Rule 23(b). *See Amchem Products, Inc. v. Windsor*, 521  
 20 U.S. 591, 614, 621 (1997); *Bateman v. Am. Multi-Cinema, Inc.*, 623 F.3d 708, 712 (9th Cir.  
 21 2010); Manual for Complex Litigation (Fourth) § 21.633 (2004).<sup>3</sup>

22 \_\_\_\_\_  
 23 <sup>3</sup> Courts sometimes also inquire into whether the proposed class is "ascertainable," that is,  
 24 "whether the Court can reasonably identify which individuals are class members and which are  
 25 not." *Geier v. m-Qube, Inc.* No. C13-354, 2016 WL 3458345, \*2 (W.D. Wash. June 24, 2016).  
 26 The Ninth Circuit, however, recently held that there is no separate "administrative feasibility" or  
 27 ascertainability requirement implicit in Rule 23. *Briseno v. ConAgra Foods, Inc.*, 844 F.3d 1121,  
 1123 (9th Cir. 2017) ("[S]eparate administrative feasibility prerequisite to class certification is  
 not compatible with the language of Rule 23.") Nevertheless, membership in the proposed class  
 here is based on objective, ascertainable criteria: whether a person paid a Convenience Fee is

(continued...)

1 Rule 23(a) requires that a plaintiff demonstrates that (1) the proposed class is so  
 2 numerous that joinder of all individual class members is impracticable (numerosity), (2) there are  
 3 questions of law or fact common to the proposed class (commonality), (3) the claims of the  
 4 plaintiff are typical of those of the class (typicality), and (4) the plaintiff will adequately protect  
 5 the interests of the class (adequacy). Fed. R. Civ. P. 23(a)(1)–(4). In addition, where, as here,  
 6 Plaintiff seeks certification under Rule 23(b)(3), she must also demonstrate that the common  
 7 questions predominate over any questions affecting only individual members (predominance),  
 8 and that a class action is superior to other available methods for fairly and efficiently  
 9 adjudicating the controversy (superiority). Fed. R. Civ. P. 23(b)(3). Because the proposed class is  
 10 being certified for settlement purposes, the Court “need not worry about whether the action could  
 11 be manageably presented at trial.” *K.M. v. Regence Blue Shield*, No. C13-1214RAJ, 2015 WL  
 12 519932, at \*4 (W.D. Wash. Feb. 9, 2015) (citing *Amchem*, 521 U.S. at 620).

13 As explained below, the requirements of Rule 23 are met here. And just as courts in this  
 14 District have regularly certified classes of consumers alleging lenders charged unlawful  
 15 collection fees, this Court can confidently do the same here. *See, e.g., Dibb v. AllianceOne*  
 16 *Receivables Mgmt., Inc.*, No. C14-5835 RJB, 2015 WL 8970778 (W.D. Wash. Dec. 16, 2015);  
 17 *Darrington v. Assessment Recovery of Wash., LLC*, No. C13-286 JCC, 2013 WL 12107633  
 18 (W.D. Wash. Nov. 13, 2013); *Hansen v. Ticket Track, Inc.*, 213 F.R.D. 412 (W.D. Wash. 2003).

19 **A. The Proposed Class Meets the Requirements of Rule 23.**

20 To start, the proposed class satisfies each element of Rule 23(a): numerosity,  
 21 commonality, typicality, and adequacy.

22 **1. The proposed settlement class is sufficiently numerous.**

23 The first prerequisite to class certification under Rule 23(a)—numerosity—requires that  
 24 the “class is so numerous that joinder of all members is impracticable.” Fed. R. Civ. P. 23(a)(1).

25 \_\_\_\_\_  
 26 (...continued from previous page)  
 27 readily available from Nationstar’s records. (Settlement Agreement §§ 3.1, 4.2.2 (defining class  
 membership and damages based on Nationstar’s records).)

1 There is no specific minimum number of proposed class members required to satisfy the  
 2 numerosity requirement, but generally a class of forty or more members is considered sufficient.  
 3 *Ali v. Menzies Aviation, Inc.*, No. 2:16-CV-00262 RSL, 2016 WL 4611542, at \*1 (W.D. Wash.  
 4 Sept. 6, 2016); *see Jama v. GCA Services Group, Inc., et al.*, No. C16-0331 RSL, 2017 WL  
 5 4758722, at \*3 (W.D. Wash. Oct. 20, 2017) (finding numerosity satisfied by class of 93 class  
 6 members); *Dunakin v. Quigley*, 99 F. Supp. 3d 1297, 1327 (W.D. Wash. 2015) (certifying class  
 7 of 300); *McCluskey v. Trustees of Red Dot Corp. Employee Stock Ownership Plan & Tr.*, 268  
 8 F.R.D. 670, 673 (W.D. Wash. 2010) (certifying class of 27 known class members).

9 Here, based on information provided by Nationstar, there are 188,393 settlement class  
 10 members that paid their mortgages to Nationstar and were charged Convenience Fees. (Richman  
 11 Decl. ¶ 3.) Accordingly, the proposed class is so numerous that joinder of their claims is  
 12 impracticable. The numerosity requirement is easily satisfied.

13 **2. Settlement class members share common questions of law and fact.**

14 The second requirement of Rule 23(a)—commonality—is satisfied where “there are  
 15 questions of law or fact common to the class.” Fed. R. Civ. P. 23(a)(2). Commonality is  
 16 construed permissively, and is demonstrated when the claims of all class members “depend upon  
 17 a common contention,” with “even a single common question” sufficing. *Wal-Mart Stores, Inc.*  
 18 *v. Dukes*, 564 U.S. 338, 350, 359 (2011) (citation omitted); *see also Hanlon v. Chrysler Corp.*,  
 19 150 F.3d 1011, 1019 (9th Cir. 1998) (“The existence of shared legal issues with divergent factual  
 20 predicates is sufficient, as is a common core of salient facts coupled with disparate legal  
 21 remedies within the class.”). The common contention must be of such a nature that it is capable  
 22 of class-wide resolution, and that the “determination of its truth or falsity will resolve an issue  
 23 that is central to the validity of each one of the claims in one stroke.” *Dukes*, 564 U.S. at 350.

24 The permissive standard of commonality provides that “[where] the circumstances of  
 25 each particular class member vary but retain a common core of factual legal issues with the rest  
 26 of the class, commonality exists,” *Parra v. Bashas’, Inc.*, 536 F.3d 975, 978–79 (9th Cir. 2008),  
 27 and “[i]t is not necessary that members of the proposed class share every fact in common,” *Evon*

1 v. *Law Offices of Sidney Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012) (internal quotations  
2 omitted). Indeed, “the theoretical possibility of individual issues is not enough to outweigh the  
3 benefits of common resolution of classwide issues.” *Tavenner v. Talon Grp.*, No. C09-1370  
4 RSL, 2012 WL 1022814, at \*4 (W.D. Wash. Mar. 26, 2012).

5 Here, every key issue in this litigation stems from Nationstar’s uniform course of  
6 conduct: charging its customers Convenience Fees to make their mortgage payments by phone or  
7 online. See *In re First Alliance Mortgage Co.*, 471 F.3d 977, 990 (9th Cir. 2006) (focusing on  
8 defendant’s course of conduct in commonality analysis); *McCluskey*, 268 F.R.D. at 676 (finding  
9 common questions of law and fact existed where “defendants have engaged in standardized  
10 conduct toward the members of the proposed class”). The issues raised in this case are common  
11 to each member of the proposed class, including, among other things, (i) whether Nationstar is a  
12 “debt collector” under the FDCPA and a “licensee” under the WCAA; (ii) whether Nationstar  
13 imposed fees and collected amounts not permitted by the WCAA and/or the FDCPA; and (iii)  
14 whether the members of the proposed class are entitled to additional statutory damages as a  
15 result of the frequency, persistence, and intentionality of Defendant’s conduct.

16 These common questions—whose answers depend solely on Nationstar’s common course  
17 of conduct—establish commonality. *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 957 (9th  
18 Cir. 2013) (noting key inquiry is “whether class treatment will generate common answers apt to  
19 drive the resolution of the litigation”) (internal quotations omitted). At the heart of this case is  
20 Nationstar’s “centrally orchestrated strategy” of charging Convenience Fees. *In re First All.*  
21 *Mortg. Co.*, 471 F.3d at 991. This litigation will resolve all claims stemming from that strategy in  
22 a single stroke. Rule 23(a)’s commonality requirement is therefore satisfied.

23 **3. Plaintiff’s claims are typical of settlement class members’ claims.**

24 Rule 23(a)’s next requirement—typicality—requires that the class representative’s claims  
25 be typical of those of the putative class she seeks to represent. Fed. R. Civ. P. 23(a)(3). The  
26 purpose of this requirement is “to assure that the interest of the named representative aligns with  
27 the interests of the class.” *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th



1 Cir. 2010). The test of typicality is “whether other members have the same or similar injury,  
 2 whether the action is based on conduct which is not unique to the named plaintiff[], and whether  
 3 other members have been injured by the same course of conduct.” *Id.*; *see also Ali*, 2016 WL  
 4 4611542, at \*2 (W.D. Wash. Sept. 6, 2016). This is a “permissive” standard and is met where the  
 5 representative claims “are reasonably co-extensive with those of absent class members.” *Hanlon*,  
 6 150 F.3d at 1020. At bottom, “a class representative must be part of the class and possess the  
 7 same interest and suffer the same injury as the class members.” *Ali*, 2016 WL 4611542, at \*2  
 8 (quoting *Gen. Tel. Co. of the SW v. Falcon*, 457 U.S. 147, 156 (1982)).

9 Typicality is met here. Plaintiff Garcia is in a position identical to every other member of  
 10 the proposed class. She suffered the same injury as every other class member by being charged  
 11 Convenience Fees when paying her mortgage payment over the phone or online. Accordingly,  
 12 she has the same interest as every other class member in obtaining all available relief for these  
 13 alleged violations. (*See* Deposition of Juanita Garcia, dkt. 50-6 at 5:22, 43:5–17.) The typicality  
 14 requirement is satisfied.

15 **4. Plaintiff and her Counsel will adequately represent the settlement**  
 16 **class.**

17 Rule 23(a)’s final requirement—adequacy—requires that the proposed class  
 18 representative has and will continue to “fairly and adequately protect the interests of the class.”  
 19 Fed. R. Civ. P. 23(a)(4). To determine if representation is in fact adequate, the Court must ask  
 20 “(1) do the named plaintiffs and their counsel have any conflicts of interest with other class  
 21 members and (2) will the named plaintiffs and their counsel prosecute the action vigorously on  
 22 behalf of the class.” *Hanlon*, 150 F.3d at 1020. Further, where a plaintiff’s claims are found to be  
 23 typical of those of the class, appointing that plaintiff as the class representative will also ensure  
 24 that interest of the class remain adequately protected. *See Dukes*, 564 U.S. at 349 n.5 (discussing  
 25 how the fulfillment of the typicality requirement usually also supports a finding of adequacy  
 26 because an adequate representative will have claims that are typical of those of the class).  
 27



1 Here, Plaintiff Garcia clearly meets the requirements to be named class representative.  
2 First, as discussed above, she shares the same interest in securing relief for the claims at issue as  
3 every other member of the proposed settlement class, and there is no evidence of any conflict of  
4 interest. Next, Plaintiff has demonstrated her willingness to vigorously prosecute this case. She  
5 has regularly assisted her counsel throughout the case, including with responding to discovery  
6 and sitting for a deposition in Spokane between her shifts at work, and she has reviewed  
7 documents and the proposed settlement. (Richman Decl. ¶ 6; *see also* dkt. 45 ¶¶ 9–10.) Garcia  
8 has demonstrated she will fairly and adequately protect the settlement class’s interest.

9 Similarly, proposed class counsel has and will continue to adequately protect the interest  
10 of the proposed settlement class. Class counsel are well-qualified and experienced members of  
11 the plaintiffs’ bar who have extensive experience in class actions of similar size, scope, and  
12 complexity to this case. (Richman Decl. ¶ 7 & Exhibit A (Firm Resume of Edelson PC).) Class  
13 counsel have frequently been appointed lead class counsel by courts throughout the country and  
14 have the resources necessary to conduct litigation of this nature. (Richman Decl. ¶ 7.) Moreover,  
15 class counsel have already diligently investigated, prosecuted, and dedicated substantial  
16 resources to the claims in this action, and will continue to do so throughout its pendency. (*Id.* ¶  
17 8); *see Jama*, 2017 WL 4758722, at \*6 (finding adequacy requirement met when “both  
18 the named plaintiffs and plaintiffs’ counsel have demonstrated a commitment to vigorously  
19 prosecuting [the] action on behalf of the class”). Thus, Rule 23(a)’s adequacy requirement is  
20 met.

21 **B. The Proposed Class Satisfies the Requirements of Rule 23(b)(3).**

22 In addition to meeting all four of Rule 23(a)’s prerequisites for certification, a proposed  
23 class must also satisfy Rule 23(b)(3)’s additional requirements—predominance and superiority.  
24 *See* Fed. R. Civ. P. 23(b)(3). Certification is encouraged where, as here, “the actual interests of  
25 the parties can be served best by settling their differences in a single action.” *Hanlon*, 150 F.3d at  
26 1022. As detailed below, both predominance and superiority requirements of Rule 23(b)(3) are  
27 satisfied.

1                   **1. Common questions of law and fact predominate.**

2                   “While Rule 23(a)(2) asks whether there are issues common to the class, Rule 23(b)(3)  
3 asks whether these common questions predominate.” *Wolin*, 617 F.3d at 1172. That is, Rule  
4 23(b)(3)’s predominance requirement tests “whether [the] proposed class[] [is] sufficiently  
5 cohesive to warrant adjudication by representation.” *Id.* (citing *Amchem*, 521 U.S. at 623–24).  
6 Whether common issues predominate depends on “the elements of the underlying cause of  
7 action.” *Erica P. John Fund, Inc. v. Halliburton Co.*, 563 U.S. 804, 809 (2011). That the extent  
8 of a class member’s damages may be different does not defeat predominance. *Vaquero v. Ashley*  
9 *Furniture Indus., Inc.*, 824 F.3d 1150, 1155 (9th Cir. 2016).

10                   Here, as detailed in Section IV.A.2, the elements of class members’ FDCPA and WCAA  
11 claims present common factual and legal questions, for example: (a) whether Nationstar is a  
12 “licensee” under Washington law and/or a “debt collector” under federal law; and (b) whether  
13 Nationstar’s common practice of charging Convenience Fees to borrowers is unlawful. Each of  
14 these common questions can be resolved in a single stroke for all members of the proposed  
15 class.<sup>4</sup> Plaintiff satisfies the predominance element of Rule 23(b)(3).

16                   **2. A class action is the superior method of resolving the controversy.**

17                   Finally, certification of this suit as a class action is superior to other methods available to  
18 fairly, adequately, and efficiently resolve the claims of the class. To meet the superiority  
19 requirement, a plaintiff must show that a class action is the “most efficient and effective means  
20 of resolving the controversy.” *Wolin*, 617 F.3d at 1175–76; *see also Valentino v. Carter-Wallace,*  
21 *Inc.*, 97 F.3d 1227, 1234–35 (9th Cir. 1996) (describing a class action as superior when it will  
22

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23 <sup>4</sup> The only possible individual question besides damages is whether any class member’s  
24 loan documentation authorized the Convenience Fees. As Nationstar has not produced evidence  
25 of even a single agreement that does so—its own 30(b)(6) witness testified explicitly that she  
26 knew of no such agreements—this is a nonissue. *See Agne v. Papa John’s Int’l, Inc.*, 286 F.R.D.  
27 559, 568, 570 (W.D. Wash. 2012) (finding that individual issues did not predominate where  
“[d]efendants offer[ed] only a bare assertion of individualized issues of consent, unsupported by  
a single document”).

1 reduce the costs inherent in litigation and “no realistic alternative exists” for the class members).  
 2 “Where recovery on an individual basis would be dwarfed by the cost of litigating on an  
 3 individual basis, this factor weighs in favor of class certification.” *Wolin*, 617 F.3d at 1175; *see*  
 4 *Darrington*, 2013 WL 12107633, at \*13.

5 That is the case here, where individual damages are small compared to the cost of  
 6 litigation. In a past putative class action brought in this District alleging FDCPA and WCAA  
 7 violations, the court noted that when class members’ actual damages may be “in the few hundred  
 8 dollar range” and statutory damages “a thousand dollars,” “[i]ndividual class members do not  
 9 have a great interest in controlling the prosecution of separate actions. *Dibb*, 2015 WL 8970778,  
 10 at \*13. Thus, “[f]orcing individual [consumers] to litigate their cases . . . is an inferior method of  
 11 adjudication” and “class-wide adjudication of common issues will reduce litigation costs and  
 12 promote greater efficiency.” *Wolin*, 617 F.3d at 1176.

13 Instead of repeating identical trials with the same evidence and arguments for each one of  
 14 the 188,393 members of the proposed class, and accruing the costs and judicial inefficiencies that  
 15 would come with them, all of their claims can and should be resolved in a single action.

16 Accordingly, a class action is the superior method for adjudicating the controversy  
 17 between the parties, and as all requirements of class certification under Rule 23 are met, the  
 18 proposed class should be certified.

19 **V. PLAINTIFF’S COUNSEL SHOULD BE APPOINTED CLASS COUNSEL**

20 Under Rule 23, “a court that certifies a class must appoint class counsel . . . [who] must  
 21 fairly and adequately represent the interest of the class.” Fed. R. Civ. P. 23(g)(1)(B). In making  
 22 this determination, the Court must consider the following attributes of counsel: (1) work in  
 23 identifying or investigating potential claims; (2) experience in handling class actions or other  
 24 complex litigation and the type of claims asserted in the case; (3) knowledge of the applicable  
 25 law; and (4) resources committed to representing the class. Fed. R. Civ. P. 23(g)(1)(A)(i)–(iv).

26 Plaintiff’s counsel readily meets these criteria. First, Edelson PC have devoted—and will  
 27 continue to devote—a significant amount of time and effort to this litigation. (Richman Decl. ¶

1 8.) They have vigorously represented Garcia and the proposed class’s claims. (*Id.*) The attorneys  
2 at Edelson PC also have extensive experience in complex litigation, and have been routinely  
3 appointed class counsel in similar consumer class actions. (*See Firm Resume of Edelson PC,*  
4 *Exhibit A to the Richman Decl.*); *see also Aranda v. Carribbean Cruise Line, Inc.*, No. 12 C  
5 4069, 2017 WL 818854, at \*4 (N.D. Ill. Mar. 2, 2017) (appointing Edelson PC settlement class  
6 counsel in largest ever TCPA class action, noting “[i]t is undisputed that class counsel are  
7 experienced and respected members of the plaintiff’s class action bar” and “have extensive  
8 experience litigating consumer class actions”); *Hopwood v. Nuance*, No. 4:13-cv-02132 (N.D.  
9 Cal. 2015); *In re Netflix Privacy Litig.*, No. 5:11-CV-00379 EJD, 2011 WL 13157369, at \*3  
10 (N.D. Cal. Aug. 12, 2011) (appointing Edelson PC interim lead counsel, commenting that while  
11 two other firms had impressive resumes and litigation experience, Edelson PC’s “significant and  
12 particularly specialized expertise in . . . class actions renders them superior to represent the  
13 putative class”).

14 D. Frank Davis of Davis & Norris, LLP is equally qualified to be appointed class counsel.  
15 Mr. Davis has regularly been appointed lead or co-lead counsel in his over thirty years of  
16 litigating class and mass actions. (*See Declaration of D. Frank Davis*, dkt. 3-1.) In particular, he  
17 is experienced in representing consumers in complex litigation and can more than adequately do  
18 so here. *See In re Simply Orange Juice Marketing and Sales Practices Litigation*, No. 4:12-md-  
19 02361-FJG, Dkt. 19 at 3, (W.D. Mo. Jul. 20, 2012) (appointing Davis & Norris to MDL’s  
20 executive committee); *Faught v. Am. Home Shield Corp.*, No. 2:07-CV-1928-RDP, 2010 WL  
21 10959222, at \*2 (N.D. Ala. Apr. 27, 2010), *aff’d in part*, 668 F.3d 1233 (11th Cir. 2011) (noting  
22 Mr. Davis and Davis & Norris attorneys “zealously litigated the matter and thereafter entered  
23 into what can only be described as marathon settlement negotiations” as co-lead class counsel).  
24 And just as Davis & Norris have already devoted substantial resources to this case, they will  
25 continue to going forward.

26 For these reasons, the Court should appoint Rafey S. Balabanian of Edelson PC and D.  
27 Frank Davis of Davis & Norris, LLP as class counsel.

1 **VI. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL**

2 After determining that the proposed class should be certified, the Court must determine  
 3 whether the settlement warrants approval. Fed. R. Civ. P. 23(e). This is a two-step process: “(1)  
 4 preliminary approval of the settlement; and (2) following a notice period to the class,  
 5 final approval of the settlement at a fairness hearing.” *Relente v. Viator, Inc.*, No. 12-CV-05868-  
 6 JD, 2015 WL 2089178, at \*2 (N.D. Cal. May 4, 2015). At the preliminary approval stage, the  
 7 court determines whether the “proposed settlement [is] within the range of final approval” such  
 8 that notice should be disseminated to the class. *Rinky Dink, Inc. v. World Bus. Lenders, LLC*, No.  
 9 C14-0268-JCC, 2016 WL 4052588, at \*4 (W.D. Wash. Feb. 3, 2016); *see also* Herbert Newberg  
 10 & Alba Conte, *Newberg on Class Actions* § 11.25 at 3839 (4th ed. 2002).

11 While the Ninth Circuit has a “strong judicial policy” favoring settlement of class actions,  
 12 *Class Plaintiffs v. City of Seattle*, 995 F.2d 1268, 1276 (9th Cir. 1992), before the Court  
 13 preliminarily approves a class action settlement, it “has a responsibility to review a proposed  
 14 class action settlement to determine whether the settlement is ‘fundamentally fair, adequate, and  
 15 reasonable,’” *Wilson v. Maxim Healthcare Servs., Inc.*, No. C14-789RSL, 2017 WL 2988289, at  
 16 \*1 (W.D. Wash. June 20, 2017) (quoting *Staton v. Boeing Co.*, 327 F.3d 938, 959 (9th Cir.  
 17 2003)); Fed. R. Civ. P. 23(e).

18 Where, as here, a settlement agreement is negotiated prior to adversarial class  
 19 certification, courts generally look to two guideposts in deciding whether to preliminarily  
 20 approve the settlement: (1) whether there are any signs of collusion between class counsel and  
 21 the defendant, and (2) whether the so-called *Churchill* factors suggest the settlement is fair. *In re*  
 22 *Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 946–47 (9th Cir. 2011) (quoting *Churchill*  
 23 *Vill., L.L.C. v. Gen. Elect.*, 361 F.3d 566, 575 (9th Cir. 2004)). At the preliminary approval stage,  
 24 this Court can conduct a “less searching” inquiry than at final approval, and “seek[] merely to  
 25 identify any ‘glaring deficiencies’ prior to sending notice to class members.” *Rinky Dink, Inc.*,  
 26 2016 WL 4052588, at \*4.

27 While some courts in the Ninth Circuit, most notably in the Northern District of

1 California, have questioned approaching the preliminary approval inquiry with less scrutiny than  
 2 the final approval inquiry, *see, e.g., Betorina v. Randstad US, L.P.*, 2017 WL 1278758, \*6 (N.D.  
 3 Cal. Apr. 6, 2017) (citing cases), an examination of the relevant considerations here supports  
 4 preliminary approval of the proposed settlement however rigorously this Court scrutinizes it.

5 **A. The Proposed Settlement Is the Product of Serious, Informed, Non-Collusive**  
 6 **Negotiations.**

7 When a settlement is negotiated prior to adversarial class certification, the potential for a  
 8 breach of the duty owed to putative class members is higher, and courts must be “particularly  
 9 vigilant” when assessing whether the settlement is the product of collusion. *In re Bluetooth*, 654  
 10 F.3d at 946–47. Here, the proposed settlement class is identical in scope to the classes proposed  
 11 when Plaintiff briefed her class certification motion, and has not changed to sweep in more class  
 12 members in order to secure a broader release. *See Browning v. Yahoo! Inc.*, No. C04-01463  
 13 HRL, 2006 WL 1390555, at \*2 (N.D. Cal. May 19, 2006) (declining to approve settlement when  
 14 class definition expanded to include more members and release additional claims).

15 In addition, there was absolutely no collusion between Plaintiff’s counsel and Nationstar.  
 16 Rather, the proposed settlement is the product of extensive adversarial litigation and arm’s-  
 17 length negotiations facilitated by a neutral third-party mediator. “A presumption of fairness and  
 18 adequacy attaches to a class action settlement reached in arm's-length negotiations by  
 19 experienced class counsel after meaningful discovery.” *Dunakin v. Quigley*, No. 2:14-CV-00567-  
 20 JLR, 2017 WL 123011, at \*2 (W.D. Wash. Jan. 10, 2017); *see also Rodriguez v. W. Publ’g*  
 21 *Corp.*, 563 F.3d 948, 965 (9th Cir. 2009) (“We put a good deal of stock in the product of an  
 22 arms-length, non-collusive, negotiated resolution.”); *Helde v. Knight Transportation, Inc.*, No.  
 23 2:12-CV-00904-RSL, Dkt. 191 at 2 (W.D. Wash. May 24, 2017) (granting preliminary approval  
 24 where “Settlement Agreement resulted from extensive arm’s-length negotiations, with  
 25 participation of an experienced mediator”); *Gragg v. Orange CAB Co., Inc.*, No. C12-0576RSL,  
 26 2017 WL 785170, at \*1 (W.D. Wash. Mar. 1, 2017) (same). Indeed, a settlement was reached  
 27 only after a mediator’s proposal was made, and was evaluated and ultimately accepted by the

1 Parties.

2 Furthermore, while the Ninth Circuit has identified three “signs” of a potentially  
3 collusive settlement—(1) “when counsel receive a disproportionate distribution of the settlement,  
4 or when the class receives no monetary distribution but class counsel are amply rewarded,” (2)  
5 “when the parties negotiate a ‘clear sailing’ arrangement,” and (3) “when the parties arrange for  
6 fees not awarded to revert to defendants rather than be added to the class fund,” *In re Bluetooth*,  
7 654 F.3d at 947—none of those signs is present here. First, class counsel is not receiving a  
8 disproportionate distribution of the settlement fund or being amply rewarded while the class  
9 receives no monetary distribution.

10 To the contrary, class counsel will seek at most the standard benchmark for fees in this  
11 Circuit, 25% of the settlement fund, *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1048 (9th Cir.  
12 2002), while—far from receiving no monetary distribution—class members will receive the  
13 remainder (less settlement administration costs). The \$3.875 million settlement fund established  
14 here is nearly one-third of the \$12 million in Convenience Fees charged to class members. This  
15 percentage of recovery exceeds settlements in similar cases. *See, e.g., In re Mego Fin. Corp. Sec.*  
16 *Litig.*, 213 F.3d 454, 459 (9th Cir. 2000) (approving settlement creating fund worth 16.7% of  
17 plaintiff’s estimated actual damages and awarding class counsel 33% of the fund).

18 And aside from requesting a reasonable case contribution award to be paid to Garcia in  
19 an amount determined by the Court for her extensive involvement in the case, no class member  
20 will be given preferential treatment at the expense of another. *See Scott v. United Servs. Auto.*  
21 *Ass’n*, No. C11-1422-JCC, 2013 WL 12251170, at \*1 (W.D. Wash. Jan. 7, 2013) (noting  
22 preliminary approval generally granted absent “obvious deficiencies, such as unduly preferential  
23 treatment of class representatives or of segments of the class”) (citations omitted). That is, each  
24 class member will be entitled to a *pro rata* share based on the number of transactions they were  
25 charged Convenience Fees for. (Settlement Agreement § 4.2.2) Second, there is no “clear  
26 sailing” provision in the settlement in which Nationstar agrees not to object. *In re Bluetooth*, 654  
27 F.3d at 947 (9th Cir. 2011) (defining clear sailing provisions). Defendant, as well as any other



1 class member, is free to object to Plaintiff's benchmark fee request. The final warning sign  
 2 identified in *In re Bluetooth*—the possibility that funds revert back to the Defendant—is also  
 3 missing from this settlement. In no event will any settlement funds be transferred back to  
 4 Nationstar. (Settlement Agreement § 2.39 (noting the settlement fund is “non-reversionary.”))

5 Simply put, there are no signs of collusion here (because there was no collusion here) that  
 6 would preclude preliminary approval. *Scott*, 2013 WL 12251170, at \*3 (finding settlement non-  
 7 collusive when months of “intensive” and “adversarial” negotiations led to agreement).

8 **B. Each *Churchill* Factor Considered at This Stage Supports Preliminarily**  
 9 **Approving the Settlement.**

10 As noted above, in addition to looking for possible signs of collusion, courts assessing a  
 11 proposed class action settlement weigh the various *Churchill* factors. These are:

12 (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely  
 13 duration of further litigation; (3) the risk of maintaining class action status  
 14 throughout the trial; (4) the amount offered in settlement; (5) the extent of  
 15 discovery completed and the stage of the proceedings; (6) the experience and  
 views of counsel; (7) the presence of a governmental participant; and (8) the  
 reaction of the class members of the proposed settlement.

16 *In re Bluetooth*, 654 F.3d at 946 (quoting *Churchill*, 361 F.3d at 575). Here, there is no  
 17 governmental participant and the reaction of class members cannot be known until after the class  
 18 has been notified of the settlement, so the last two factors are not applicable. Consideration of the  
 19 other six *Churchill* factors, however, strongly weigh in favor of preliminary approval.

20 **1. The Strength of Plaintiff's Case, Risk of Further Litigation, and Risk**  
 21 **of Maintaining Class Action Status.**

22 The first three *Churchill* factors—the strength of Plaintiff's case, the risk of further  
 23 litigation, and the risk of maintaining class action status—are all tied together, and each support  
 24 preliminarily approving the settlement. *See Betorina*, 2017 WL 1278758, \* 5 (analyzing the first  
 25 three *Churchill* factors together). While Plaintiff is confident in the strength of her case and  
 26 believes she would ultimately prevail in class certification and at trial (based in part on discovery  
 27 confirming key evidence regarding how the Convenience Fees were charged (dks. 50-2; 50-3 at



1 15:22–16:6; 50-4 at 19:7–10) and the lack of any information to suggest the fees were permitted  
2 by consumers’ loan documents, (dkt. 50 ¶ 3; 50-3 at 9:4-12, 80:15-18)), she nonetheless  
3 recognizes that the risks inherent in further litigation are not insignificant. (Richman Decl. ¶¶ 9–  
4 10).

5 In particular, there is an immediate risk that Garcia would be unable to maintain the case  
6 as a class action. Nationstar’s fully-briefed opposition to class certification made several  
7 arguments, any of which the Court could have found persuasive, and could have precluded the  
8 settlement class obtaining any relief whatsoever. (*See generally* dkt. 54 (arguing class  
9 certification inappropriate because common evidence will not establish Garcia’s claims and  
10 because individual issues predominate).) Even if Plaintiff prevailed at the class certification  
11 stage, risks would still be present through the summary judgment stage and at trial as Nationstar  
12 contests the merits of the case. Nationstar has indicated it would raise a number of affirmative  
13 defenses to the allegations, including arguing that the Convenience Fees were appropriately  
14 charged under consumers’ loan agreements, and that they were knowingly paid and therefore any  
15 claims were waived. (*See* dkt. 15.)

16 And even if Plaintiff won on the merits at trial, Nationstar’s inevitable appeals would  
17 take years, further delaying the class’s relief or barring it altogether. (Richman Decl. ¶ 9); *see*  
18 *Rodriguez*, 563 F.3d at 966 (“Inevitable appeals would likely prolong the litigation, and any  
19 recovery by class members, for years. This factor, too, favors the settlement.”); *Ikuseghan v.*  
20 *Multicare Health Sys.*, No. 14-05539 BHS, 2016 WL 3976569, at \*4 (W.D. Wash. July 25,  
21 2016) (“[T]he outcome of trial and any appeals are inherently uncertain and involve  
22 significant delay. The Settlement avoids these challenges.”). In addition to the risk of losing at  
23 any of these stages, continuing to litigate the claims through trial and appeals would  
24 undoubtedly be complex and expensive. (Richman Decl. ¶ 9.); *see Rinky Dink*, 2016 WL  
25 4052588, at \*5 (finding preliminary approval appropriate when considering the expense of the  
26 “additional depositions, expert work, and motion work [that] would have to be completed before  
27 trial”).

1 In sum, the strength of Plaintiff’s case balanced against the risk and expense of  
2 continuing on weighs strongly in favor preliminary approval. *Rinky Dink*, 2016 WL 4052588, at  
3 \*5 (finding first three *Churchill* factors supported preliminary approval when plaintiffs were  
4 confident in their case but continuing to litigate risked losing class certification and was  
5 “inherently expensive”); *Ikuseghan*, 2016 WL 3976569, at \*4 (“Absent the proposed Settlement,  
6 Class Members would likely not obtain relief, if any, for a period of years.”).

7 **2. Amount Offered in Settlement.**

8 The next *Churchill* factor, the relief offered in settlement, similarly weighs in favor of  
9 preliminary approval. Courts typically weigh the relief obtained in the settlement against the  
10 possible relief that could be obtained at trial. *See, e.g. Ikuseghan*, 2016 WL 3976569, at \*4  
11 (comparing value obtained in TCPA settlement against possible recovery at trial). That being  
12 said, if the amount offered in settlement is small compared to the possible recovery at trial, that  
13 does not in and of itself mean the settlement should be rejected. *Officers for Justice v. Civil Serv.*  
14 *Comm'n of City & Cty. of San Francisco*, 688 F.2d 615, 628 (9th Cir. 1982) (“[A] cash  
15 settlement amounting to only a fraction of the potential recovery will not per se render the  
16 settlement . . . unfair”). Here, the benefits to the class secured through the settlement are twofold.  
17 First, it provides them substantial guaranteed monetary relief. Second, the settlement includes  
18 prospective relief to further protect the class (and anyone else who uses Nationstar’s speedpay  
19 systems).

20 First, the proposed settlement provides for significant monetary relief in the form of a  
21 non-reversionary \$3.875 million settlement fund, from which settlement class members will be  
22 entitled to a cash payment: a *pro rata* share of the settlement fund based on the number of  
23 transactions for which they were charged Convenience Fees. (Settlement Agreement § 4);  
24 *Rodriguez*, 563 F.3d at 965 (upholding approval when the settlement “is in cash, not in kind,  
25 which is a good indicator of a beneficial settlement”). This represents approximately one third of  
26 the settlement class’s actual damages of approximately \$12 million, without having to litigate  
27 through trial and inevitable appeals, which supports preliminarily approving the settlement. *See*

1 *Rodriguez*, 563 F.3d at 965 (finding “the negotiated amount [to be paid in settlement] is fair and  
 2 reasonable no matter how you slice it” when the amount was 10% of the class’s trebled damages  
 3 estimate); *Rinky Dink*, 2016 WL 4052588, at \*5 (approving settlement where plaintiffs accepted  
 4 “a smaller[,] certain award” than the uncertainty of continuing to litigate); *Monterrubio v. Best*  
 5 *Buy Stores, L.P.*, 291 F.R.D. 443, 456 (E.D. Cal. 2013) (preliminarily approving settlement  
 6 creating fund at 30% of plaintiffs’ estimated actual damages).

7 To be sure, the proposed settlement here is squarely in line with other FDCPA  
 8 settlements based on debt collectors’ allegedly charging borrowers extra fees, in both structure  
 9 and relief. *See, e.g., De La Torre v. CashCall, Inc.*, No. 08-CV-03174-MEJ, 2017 WL 2670699,  
 10 at \*4 (N.D. Cal. June 21, 2017) (preliminarily approving settlement where class members  
 11 submitting claims receive *pro rata* share of settlement fund based on total number of excess fees  
 12 he or she paid); *Babcock v. C. Tech Collections, Inc.*, No. 1:14-CV-3124 (MDG), 2017 WL  
 13 1155767, at \*2 (E.D.N.Y. Mar. 27, 2017) (finally approving FDCPA settlement that reimbursed  
 14 class members’ \$3.00 credit card usage fee charged by debt collector).

15 Second, in addition to the monetary relief the settlement provides, it secures prospective  
 16 relief for the settlement class and any other debtor whose loan Nationstar services. Nationstar has  
 17 ceased its practice of charging Convenience Fees for online payments and will provide prior  
 18 express notice should it charge any Convenience Fees in the future. (Settlement Agreement  
 19 § 4.2.3.) This change to Nationstar’s conduct similarly supports approval of the settlement. *See*  
 20 *In re LinkedIn User Privacy Litig.*, 309 F.R.D. 573, 587 (N.D. Cal. 2015) (considering the  
 21 “prospective relief correcting the alleged . . . deficiencies” in determining whether *Churchill*  
 22 factor favored approval); *Bennett v. SimplexGrinnell LP*, No. 11-CV-01854-JST, 2015 WL  
 23 1849543, at \*7 (N.D. Cal. Apr. 22, 2015) (noting “the significant value of the prospective relief  
 24 also obtained in the settlement agreement” warranted preliminary approval).

25 For these reasons, the relief secured by this settlement warrants its approval.

### 26 3. Extent of Discovery Completed and the Stage of the Proceedings.

27 Next, the extent of discovery completed and the stage of the proceedings demonstrate that

1 the parties “had enough information to make an informed decision about the strength of their  
 2 cases and the wisdom of settlement.” *Rinky Dink*, 2016 WL 4052588, at \*5. The parties agreed to  
 3 mediate only after more than a year of litigation, substantial discovery, including depositions on  
 4 both sides, and after class certification was fully briefed. (Richman Decl. at ¶ 3; *see Rinky Dink*,  
 5 2016 WL 4052588, at \*5 (“The presence of substantial formal discovery is an indicator that the  
 6 parties were informed regarding the wisdom of settlement . . .”).

7 The parties submitted further briefing to the mediator to more fully explain their positions  
 8 and their views of the case. (Richman Decl. ¶¶ 3–4.) It was only after mediation, and through  
 9 additional informal discussions between counsel, that the settlement was reached. (*Id.* ¶ 5). At  
 10 that point, the parties were fully informed on all pertinent issues, and capable of assessing the  
 11 benefits of the proposed settlement. (*Id.* ¶¶ 3–5); *see Ikuseghan*, 2016 WL 3976569, at \*3  
 12 (approving settlement reached “between experienced attorneys who are familiar . . . with the  
 13 legal and factual issues of this case in particular”). This factor supports preliminary approval.

#### 14 4. The Experience and Views of Counsel.

15 The final *Churchill* factor that can be considered here—the views and experience of  
 16 counsel—likewise demonstrates the proposed settlement warrants preliminary approval. As  
 17 discussed in Section V, *supra*, proposed class counsel has extensive experience in litigating  
 18 complex class actions and was prepared to negotiate a settlement that would resolve the litigation  
 19 in the best interests of the class. After multiple rounds of arm’s-length negotiations and the  
 20 acceptance of a mediator’s proposal, class counsel believes that the settlement fair, reasonable,  
 21 and adequate, and in the best interests of the class. (Richman Decl. ¶¶ 5, 10); *see Rodriguez*, 563  
 22 F.3d at 967 (“[P]arties represented by competent counsel are better positioned than courts to  
 23 produce a settlement that fairly reflects each party’s expected outcome in litigation.”) (citing *In*  
 24 *re Pac. Enters. Sec. Litig.*, 47 F.3d 373, 378 (9th Cir.1995)); *Ikuseghan*, 2016 WL 3976569, at  
 25 \*4 (considering that class counsel, “who are experienced and skilled in class action litigation,  
 26 support the [s]ettlement as fair, reasonable, and adequate, and in the best interests of the [c]lass  
 27 as a whole,” and approving settlement). For its part, Defendant has agreed the settlement should

1 be approved and is preferable to continuing to litigate. (*See* Settlement Agreement § 1.11);  
 2 *Vandervort v. Balboa Capital Corp.*, 8 F. Supp. 3d 1200, 1207 (C.D. Cal. 2014) (considering that  
 3 “[d]efendant’s counsel endorsed the [s]ettlement as fair, reasonable, and adequate” and weighing  
 4 in favor of approval).

5 In addition to the proposed settlement being the product of informed, non-collusive  
 6 negotiations, each *Churchill* factor that can be considered at this juncture warrants the  
 7 settlement’s preliminary approval, and the Court should confidently do so.

#### 8 **VII. THE COURT SHOULD APPROVE THE PROPOSED NOTICE PLAN**

9 Once a class has been certified, Due Process and Rule 23 require that the Court “direct to  
 10 class members the best notice that is practicable under the circumstances, including individual  
 11 notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P.  
 12 23(c)(2)(B). That is, whenever possible “[i]ndividual notice must be sent to all class members  
 13 whose names and addresses may be ascertained through reasonable effort.” *Eisen v. Carlisle &*  
 14 *Jacquelin*, 417 U.S. 156, 173 (1974).

15 Here, the parties have agreed upon a multi-part notice plan to be carried out by Heffler  
 16 Claims Group, LLC (the “Settlement Administrator”), a well-respected class action settlement  
 17 administrator. *See, e.g. Rinky Dink Inc v. Elec. Merch. Sys. Inc.*, No. C13-1347 JCC, 2015 WL  
 18 11234156, at \*8 (W.D. Wash. Dec. 11, 2015) (noting “Heffler’s third party status and extensive  
 19 experience in administering claims”).

20 First, within forty-five (45) days after the entry of an order granting preliminary approval,  
 21 the Settlement Administrator will send direct notice via email to each settlement class member  
 22 whose email address Nationstar has in its records. (Settlement Agreement § 6.1; Exhibit E to  
 23 Settlement Agreement.)

24 Next, if Nationstar has no valid email address or any email is undeliverable, the  
 25 Settlement Administrator will send a postcard notice with an attached Claim Form via First Class  
 26 U.S. Mail to the physical address Nationstar has on file. (Settlement Agreement § 6.1; Exhibit F  
 27 to Settlement Agreement.) The Settlement Administrator will make reasonable efforts to re-mail

1 returned notice that includes a forwarding address or to find a forwarding address if none was  
2 provided.

3 Finally, beginning no later than the date of preliminary approval, the Settlement  
4 Administrator will establish, maintain, and update a settlement website, which will contain  
5 electronic versions of the Claim Form that can be downloaded and mailed to the Settlement  
6 Administrator, allow Claim Forms to be submitted directly online, and will provide additional  
7 information about the case including all opt-out and exclusion deadlines. (Settlement Agreement  
8 § 6.2; Exhibit D to the Settlement Agreement.) The settlement website will remain accessible  
9 through the payment of all settlement class member claims. (Settlement Agreement § 6.2.)

10 In addition to reaching the settlement class, notice is adequate when it provides the  
11 information necessary to make a decision in language that can be readily understood by the  
12 average class member. Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 11:53 (4th  
13 ed. 2002). This is the case here, where the format and language of each form of notice have been  
14 carefully drafted in straightforward, easy-to-read language, and all information required under  
15 Rule 23 is present. (*See* Exhibits D–F to the Settlement Agreement.)

16 Because the proposed methods for providing notice to the Class comports with both Rule  
17 23 and Due Process, the notice plan should be approved by the Court.

18 **VIII. CONCLUSION**

19 For the foregoing reasons, Plaintiff respectfully requests that the Court (1) certify the  
20 proposed class for settlement purposes only, (2) appoint Plaintiff Juanita Garcia as class  
21 representative, (3) appoint Rafey S. Balabanian of Edelson PC and D. Frank Davis of Davis &  
22 Norris, LLP as class counsel, (4) grant preliminary approval of the proposed settlement, (5)  
23 approve the proposed notice plan, (6) schedule a final approval hearing, and (7) grant such  
24 further relief the Court deems reasonable and just.

25 Dated: December 11, 2017

Respectfully submitted,

26  
27 s/ Cliff Cantor

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Certificate of Service

I certify that, on the date stamped above, I caused this motion, along with its accompanying exhibits, and a proposed order, to be filed with the Clerk of the Court via the CM/ECF system, which will cause notification of filing to be emailed to all counsel of record.

s/ Cliff Cantor, WSBA # 17893

# **Exhibit 1**



The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on  
behalf of all others similar situated,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a  
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**STIPULATION AND SETTLEMENT  
AGREEMENT**

IT IS HEREBY STIPULATED AND AGREED, by, between, and among plaintiff Juanita Garcia (“Plaintiff”), on behalf of herself and all Settlement Class Members as defined herein, and defendant Nationstar Mortgage LLC (“Defendant”) that the lawsuit originally captioned *Juanita Garcia v. Nationstar Mortgage LLC*, Case No. C15-1808 TSZ, in the United States District Court for the Western District of Washington (the “Litigation”) and the matters raised by, or which could have been raised by, the Litigation related to the collection of “convenience fees” are settled, compromised, and dismissed on the merits and with prejudice on the terms and conditions set forth in this Settlement Agreement and the Release set forth herein, subject to the approval of the Court.

**1. RECITALS**

1.1. On November 17, 2015, Plaintiff Juanita Garcia filed a putative nationwide class action complaint in the Litigation.

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1.2. In the complaint, Plaintiff asserts claims for Violations of RCW Ch. 19.86 and Violations of 15 U.S.C. § 1692 *et seq.*, alleging that Defendant collected “convenience fees” from borrowers in order to make payments on residential mortgage debts that were not specifically enumerated in the original agreements creating such debts.

1.3. Based upon the complaint, the substantial discovery completed, and the completed briefing on Plaintiff’s motion for class certification, the parties agreed to engage in mediation.

1.4. The parties exchanged discovery consisting of written discovery, document productions, and depositions.

1.5. On July 10, 2017, the parties attended a mediation at JAMS in San Francisco, CA before John Bates, Esq.

1.6. In advance of and during the mediation, the parties exchanged detailed mediation briefs that outlined their respective positions.

1.7. The mediation involved an in-person mediation session, numerous conference calls, and subsequent negotiations concerning the claims raised in the Litigation.

1.8. Following the mediation, the Parties received, considered, and accepted a mediator’s proposal.

1.9. Based on Class Counsel’s experience representing plaintiffs in other putative class actions, Class Counsel believes that the Litigation has significant merit and that the evidence developed supports Plaintiff’s claims. Class Counsel recognizes and acknowledges, however, that prosecuting the Litigation through the conclusion of fact and expert discovery, a ruling on class certification, dispositive motions, trial, and appeals will involve considerable uncertainty, time, and expense.

1.10. Class Counsel has concluded that it is in the best interests of the Settlement Class that the claims asserted in the Litigation be resolved on the terms and conditions set forth in this Agreement. After extensive consideration and analysis of the factual and legal issues presented in the Litigation, extensive settlement discussions, and mediation, Class Counsel

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4 concluded that the substantial benefits the Settlement Class Members will receive as a result of  
5 this settlement are a very good result in light of the expense, risk, and uncertainty of continued  
6 litigation, including the motion for class certification, the expense that would be necessary to  
7 prosecute the Litigation through trial, the likelihood of success at trial, and any appeals that  
8 might be taken.

9 1.11 Defendant has denied, and continues to deny, each and every allegation of  
10 liability, wrongdoing, and damages, as it has substantial factual and legal defenses to all claims  
11 and class allegations in the Litigation. Defendant has always maintained, and continues to  
12 maintain, that it has acted in accordance with all applicable agreements and governing law.  
13 Nonetheless, after extensive consideration and analysis of the factual and legal issues presented  
14 in the Litigation, extensive settlement discussions, and mediation, Defendant concluded that  
15 the Litigation should be fully and finally settled on a class-wide basis in light of the expense,  
16 risk, and uncertainty of continued litigation, including the motion for class certification, the  
17 expense that would be necessary to prosecute the Litigation through trial, the likelihood of  
18 success at trial, and any appeals that might be taken. Without admitting any liability or  
19 wrongdoing whatsoever, Defendant agrees to the terms of this Agreement, in order to resolve  
20 all issues relating to the subject matter of the Litigation.

21 **2. DEFINITIONS**

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

23 2.1. “Administrator” or “Settlement Administrator” means, subject to approval of  
24 the Court, Heffler Claims Group, LLC (“Heffler”), a third-party administrator selected by  
25 Class Counsel, which will oversee the Notice and the processing of Claim Forms and payment  
26 of Claim Settlement Relief to Settlement Class Members. The Administrator has represented  
27 that it has sufficient security protocols in place to ensure the confidential information  
Defendant provides it in the course of the administration is protected.

2.2. “Agreement” or “Settlement Agreement” means this Stipulation and Settlement  
Agreement, including all exhibits thereto.

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STIPULATION AND SETTLEMENT  
AGREEMENT- 3  
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2.3. “Attorneys’ Fees and Expenses” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel from the Settlement Fund.

2.4. “Case Contribution Award” means compensation to Plaintiff for her time and effort in the Litigation, if any, as awarded by the Court.

2.5. “Claim” means a written request for Claim Settlement Relief submitted by a Settlement Class Member to the Settlement Administrator using a Claim Form in substantially the form of Exhibit A to this Agreement or as ultimately approved by the Court.

2.6. “Claim Deadline” means the last date by which a Claim submitted to the Settlement Administrator by a Settlement Class Member for Claim Settlement Relief must be postmarked or submitted on the Settlement Website, which shall be fourteen (14) days before the Final Approval Hearing.

2.7. “Claim Settlement Relief” means the monetary payment to be made to Settlement Class Members who submit properly completed and timely Claim Forms to the Settlement Administrator, and who qualify for such relief under this Settlement Agreement.

2.8. “Claim Form” means the document in the form attached as Exhibit A to this Agreement and/or as ultimately approved by the Court .

2.9. “Claimant” means any Settlement Class Member who submits a Claim pursuant to this Settlement Agreement.

2.10. “Class Counsel” means Rafey S. Balabanian of Edelson PC and D. Frank Davis of Davis & Norris, LLP.

2.11. “Class Notice” or “Notice” means the program of notice described in Section 6 of this Agreement to be provided to Settlement Class Members by the Settlement Administrator, including the Direct Notice and Settlement Website, which will notify Settlement Class Members, among other things, about their rights to opt out and object to the Settlement, the preliminary approval of the Settlement, the manner by which to submit a Claim, and the scheduling of the Final Approval Hearing.

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2.12. “Convenience Fees” means the monetary fees charged by Defendant to borrowers to make payments over the phone or internet that are at issue in the Litigation.

2.13. “Court” means the United States District Court for the Western District of Washington.

2.14. “Days” means calendar days, except that, when computing any period of time prescribed or allowed by this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday, or legal holiday. All calculations of days and times shall be adjusted to permit compliance by Defendant with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715, including the notifications of appropriate regulators under 28 U.S.C. § 1715(b) and expiration of the 90-day review period in 28 U.S.C. § 1715 before the Final Approval Hearing is held in the Litigation to review and approve the Settlement.

2.15. “Defendant” means Nationstar Mortgage LLC.

2.16. “Defense Counsel” means Defendant’s counsel of record in the Litigation.

2.17 “Direct Notice” means the “Notice” that is emailed or mailed by the Settlement Administrator to Settlement Class Members, in substantially the form attached as Exhibits E–F to this Agreement and/or as ultimately approved by the Court. Direct Notice shall be sent not less than forty-five (45) days after the entry of the Preliminary Approval Order.

2.18. “Final” means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Judgment approving this Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the award of Attorneys’ Fees and Expenses and/or Case Contribution Award, the date of completion, in a manner that finally affirms and leaves in place the Judgment without any material modification, of all proceedings arising out of the appeal or

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4 appeals (including, but not limited to, the expiration of all deadlines for motions for  
5 reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand,  
6 and all proceedings arising out of any subsequent appeal or appeals following decisions on  
7 remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any  
8 proceeding on *certiorari*.

9 2.19. “Final Approval” means the entry of the Judgment approving the Settlement  
10 after the Final Approval Hearing is conducted.

11 2.20. “Final Approval Hearing” means the hearing held by the Court to determine  
12 whether the terms of this Agreement are fair, reasonable, and adequate for the Settlement Class  
13 as a whole, whether the Settlement should be granted final approval, and whether the Judgment  
14 should be entered.

15 2.21. “Final Settlement Date” means the date on which the Judgment in this case  
16 becomes Final (as defined in Paragraph 2.18).

17 2.22. “Judgment” means the final order and judgment to be entered by the Court in  
18 substantially similar form as Exhibit B approving the settlement of the Litigation in accordance  
19 with this Agreement after the Final Approval Hearing.

20 2.23. “Litigation” means the action captioned *Juanita Garcia v. Nationstar Mortgage*  
21 *LLC*, Case No. C15-1808 TSZ, pending in the United States District Court for the Western  
22 District of Washington.

23 2.24. “Named Plaintiff” or “Plaintiff” means Juanita Garcia.

24 2.25. “Notice and Administrative Costs” means the reasonable and authorized costs  
25 and expenses of disseminating and publishing the Class Notice in accordance with the  
26 Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by  
27 the Settlement Administrator in administering the Settlement, including but not limited to costs  
and expenses associated with assisting Settlement Class Members, processing claims,  
escrowing funds and issuing and mailing Claim Settlement Relief.

2.26. “Objection Deadline” means the date identified in the Preliminary Approval

Order and Class Notice by which a Settlement Class Member must serve written objections, if any, to the Settlement in accordance with Section 12 of this Agreement to be able to object to the Settlement. The Objection Deadline shall be no earlier than fourteen (14) days after Class Counsel submits their application for Attorneys' Fees and Expenses and forty-five (45) days after Notice is sent to the Settlement Class or as the Court may otherwise direct.

2.27. "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Request for Exclusion must be filed in writing with the Settlement Administrator in accordance with Section 11 of this Agreement in order for a Settlement Class Member to be excluded from the Settlement Class. The Opt-Out Deadline shall be forty-five (45) days after Notice is sent to the Settlement Class or as the Court may otherwise direct.

2.28. "Parties" means Plaintiff and Defendant in the Litigation.

2.29. "Preliminary Approval Application" means Plaintiff's motion for the Court to preliminarily approve the Settlement and to enter the Preliminary Approval Order, including all exhibits and documents attached thereto. Plaintiff's Preliminary Approval Application shall be filed within twenty-one (21) days after this Agreement is signed.

2.30. "Preliminary Approval Order" means the order in substantially similar form as Exhibit C and providing for, among other things, preliminary approval of the Settlement as fair, reasonable, and adequate; certification of the Settlement Class for settlement purposes only; dissemination of the Class Notice to the Settlement Class; and finding that the proposed Class Notice is reasonably calculated to apprise the Settlement Class of the pendency of the Litigation, the material terms of the proposed Settlement, and the Settlement Class Members' options and rights with respect thereto.

2.31. "Release" or "Releases" means the releases of all Released Claims by the Releasing Persons against the Released Persons, as provided for in Section 10 of the Settlement Agreement.

2.32. "Released Claims" means all claims, actions, causes of action, law suits, debts,

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4 sums of money, payments, obligations, reckonings, promises, damages, penalties, attorney's  
5 fees and costs, liens, judgments, demands, and any other forms of liability released pursuant to  
6 Section 10 of this Agreement.

7 2.33. "Released Persons" means Defendant and each of its past or present divisions,  
8 subsidiaries, predecessors, investors, parent companies, acquired companies, and affiliated  
9 companies (which shall include any person or entity which controls, is controlled by, or is  
10 under common control with any such party), any direct or indirect subsidiary of Defendant and  
11 each of its past or present divisions, subsidiaries, predecessors, investors, parent companies,  
12 acquired companies, and affiliated companies, and all of the officers, directors, employees,  
13 agents, brokers, distributors, representatives, and attorneys of all such entities.

14 2.34. "Releasing Persons" means Plaintiff, all Settlement Class Members who do not  
15 properly and timely opt out of the Settlement, and their respective family members, heirs,  
16 administrators, successors, and assigns.

17 2.35. "Request for Exclusion" means a written request from a Settlement Class  
18 Member that seeks to exclude the Settlement Class Member from the Settlement Class and that  
19 complies with all requirements in Section 11 of this Agreement.

20 2.36. "Settlement Class" means all members of the class of borrowers in the  
21 Litigation that will be certified by the Court for settlement purposes as more fully described in  
22 Section 3.1 of this Agreement.

23 2.37. "Settlement Class Member" means any member of the Settlement Class.

24 2.38. "Settlement Fund" means the three million eight hundred seventy-five thousand  
25 dollar (\$3,875,000.00) non-reversionary settlement fund, from which all costs of (i) Settlement  
26 Class Member claims, (ii) Notice and Administrative Costs, (iii) any Case Contribution Award  
27 to Plaintiff as class representative, and (iv) any award of attorneys' fees and costs to proposed  
Class Counsel shall be paid. The costs of establishing the escrow account shall be deducted  
from the Settlement Fund. Any interest earned on the escrow account shall be considered part  
of the Settlement Fund.

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STIPULATION AND SETTLEMENT  
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2.39. “Settlement Website” means the website to be created, launched, and maintained by the Settlement Administrator, and which allows for the electronic submission of Claim Forms and provides access to relevant case documents including Notice in substantially similar form as Exhibit D, information about the submission of Claim Forms and other relevant documents, including downloadable Claim Forms, which shall have the Uniform Resource Locator of [TBD].

2.40. “Settling Parties” means, collectively, Defendant, Plaintiff, and all Releasing Persons.

**3. CLASS DEFINITION, CLASS PERIOD AND CONDITIONS AND OBLIGATIONS RELATING TO THE SETTLEMENT EFFECTIVENESS**

3.1. The “Settlement Class” shall include: (1) all individuals in the United States who, from November 17, 2014 to the date of preliminary approval of the settlement, made a payment to Nationstar on a residential mortgage debt over the phone or online that included a fee charged by Nationstar for using the phone or internet, and whose debt had not been current for 30 or more consecutive days at the time Nationstar began servicing it (“FDCPA Settlement Class”); and (2) all individuals in Washington state who, from November 17, 2011 to the date of preliminary approval of the settlement made a payment to Nationstar on a residential mortgage debt over the phone or online that included a fee charged by Nationstar for using the phone or internet, and whose debt had not been current for 30 or more consecutive days at the time Nationstar began servicing it (“CPA Settlement Class”). Excluded from the Settlement Class are: (i) individuals who are or were officers or directors of the Defendant or any of their respective affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their spouses, and persons within the third degree of relationship to either of them, or the spouses of such persons; and, (iii) all individuals who file a timely and proper request to be excluded from the Settlement Class.

3.2. This Settlement Agreement is expressly contingent upon the satisfaction, in full, of the material conditions set forth below.

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STIPULATION AND SETTLEMENT  
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3.3. Condition No. 1: District Court Approval. The Settlement must be approved by the Court in accordance with the following steps:

3.3.1. Application for Preliminary Approval of Proposed Settlement, Class Certification, and Class Notice. After good faith consultation with Defense Counsel, Class Counsel will present a Preliminary Approval Application to the Court within 21 days of the execution of this Agreement. The Preliminary Approval Application shall include a Class Notice and Claim Form, in substantially similar form as Exhibits A and D-F, and a proposed Preliminary Approval Order, in substantially similar form as Exhibit C. The Settling Parties shall, in good faith, take reasonable steps to secure expeditious entry by the Court of the Preliminary Approval Order and shall request that the Court schedule a Final Approval Hearing no earlier than ninety (90) days after the service of the required Notices under 28 U.S.C. § 1715.

3.4.2. Settlement Class Certification. In connection with the proceedings on Preliminary and Final Approval of the proposed Settlement, Plaintiff shall seek as part of the Preliminary Approval Application an order certifying the Settlement Class pursuant to Rule 23 of the Federal Rules of Civil Procedure for purposes of this Settlement only.

3.4.3. Entry of Preliminary Approval Order. The Court shall enter a Preliminary Approval Order in substantially similar form as Exhibit C, which shall, among other things:

a. Certify for purposes of settlement a Settlement Class, approving Plaintiff as class representative and appointing Class Counsel, pursuant to Fed. R. Civ. P. 23;

b. Preliminarily approve the Settlement as fair, reasonable and adequate;

c. Order the issuance of Class Notice to the Settlement Class, and determine that such Notice complies with all legal requirements, including, but not limited to, the Class Action Fairness Act and Due Process Clause of the United States Constitution;

d. Schedule a date and time for a Final Approval Hearing to

determine whether the Settlement should be finally approved by the Court, the amount of Attorneys' Fees and Expenses that should be awarded to Class Counsel, and any Case Contribution Award to Plaintiff;

e. Require Settlement Class Members who wish to exclude themselves to submit an appropriate and timely written request for exclusion by the Opt-Out Deadline, as directed in the Settlement Agreement and Settlement Class Notice, and advise that a failure to do so shall bind those Settlement Class Members who remain in the Settlement Class;

f. Require Settlement Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written statement by the Objection Deadline, as directed in the Settlement Agreement, Class Notice, and Preliminary Approval Order, and advise that a failure to do so shall prevent those Settlement Class Members from objecting to the Settlement;

g. Require attorneys representing any objecting Settlement Class Member, at the Settlement Class Member's expense, to file a notice of appearance;

h. Authorize the Settling Parties to take all necessary and appropriate steps to establish the means necessary to implement the Settlement Agreement; and

i. Issue related orders to effectuate the preliminary approval of the Settlement Agreement.

3.4.4. Issuance of Class Notice. Pursuant to the Preliminary Approval Order to be entered by the Court, the Settlement Administrator shall cause the Class Notice to be issued in accordance with Section 6 below.

3.4.5. Final Approval Hearing. In connection with the Preliminary Approval Application, Plaintiff shall request that the Court schedule and conduct a hearing after dissemination of Settlement Class Notice, at which it will consider whether the Settlement is fair, reasonable, and adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

Specifically, after good faith consultation with Defendant, Plaintiff shall request that, on or

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4 after the Final Approval Hearing, the Court: (i) enter the final Judgment, granting Final  
5 Approval of the Agreement and dismissing with prejudice this Litigation; (ii) determine the  
6 amount of Attorneys' Fees and Expenses that should be awarded to Class Counsel as  
7 contemplated in the Settlement Agreement; and (iii) determine the Case Contribution Award, if  
8 any, that should be awarded as contemplated by the Settlement Agreement. Any application for  
9 Attorneys' Fees and Expenses shall be made at least fourteen days prior to the Objection  
10 Deadline. The Settling Parties will reasonably cooperate with one another in seeking entry of  
11 the final Judgment.

12 3.5. Condition No. 2: Finality of Judgment. The Court shall enter a final Order and  
13 Judgment in substantially similar form as Exhibit B that must be Final in accordance with  
14 Paragraph 2.18 above, and shall, among other things:

15 a. Find that (1) the Court has personal jurisdiction over all  
16 Settlement Class Members and subject matter jurisdiction over the claims asserted in this  
17 Litigation; and (2) venue is proper;

18 b. Finally approve the Settlement Agreement, pursuant to Fed. R.  
19 Civ. P. 23, as fair, reasonable, and adequate;

20 c. Find that the form and means of disseminating the Class Notice  
21 complied with all laws, including, but not limited to, Rule 23 and the Due Process Clause of  
22 the United States Constitution;

23 d. Enter final Judgment with respect to the claims of all Settlement  
24 Class Members and dismiss the claims of all Settlement Class Members and the Litigation with  
25 prejudice;

26 e. Make the Releases in Section 10 of the Settlement Agreement  
27 effective as of the Final Settlement Date;

f. Permanently bar and enjoin Plaintiff and all Settlement Class  
Members who have not opted out of the Agreement, from filing, commencing, prosecuting,  
intervening in, or participating in (as class members or otherwise) any action in any jurisdiction

based on or relating to any of the Released Claims or the facts and circumstances relating thereto;

g. Permanently bar and enjoin Plaintiff and all Settlement Class Members who have not opted out of the settlement from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto;

h. Find that, by operation of the entry of the Judgment, Plaintiff and all Settlement Class Members who have not opted out of the Agreement shall be deemed to have forever released, relinquished, and discharged the Released Persons from any and all Released Claims;

i. Authorize the Settling Parties to implement the terms of the Settlement Agreement;

j. Without affecting the finality of the Judgment for purposes of appeal, retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the final Judgment, and for any other necessary purpose; and

k. Issue related orders to effectuate the Final Approval of the Agreement and its implementation.

**4. SETTLEMENT CONSIDERATION, BENEFITS, AND OTHER RELIEF**

4.1. Settlement Fund. In consideration for the Releases set forth in Section 10, and within five business days of entry of the Final Approval Order, Defendant shall establish the Settlement Fund. Any amounts Defendant has already paid to the Administrator for Notice and Administrative Costs shall be deducted from the total amount of funds Defendant contributes to the Settlement Fund. Defendant shall not have any obligation to contribute any additional amounts to the settlement contemplated by this Agreement.

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4.2. Settlement Monetary Consideration. Those Settlement Class Members who submit a timely, valid, and verified Claim Form, substantially in the form of Exhibit A, by the Claim Deadline in the manner required by this Agreement, shall receive Claim Settlement Relief under the following terms and conditions.

4.2.1. Overview. Settlement Class Members will be eligible for relief if they fall within Settlement Class. As reflected in the Claim Form (Exhibit A), Claimants making Claims must execute the Claim Form representing and affirming that they qualify for relief as a Settlement Class Member.

4.2.2. Payments to Settlement Class Members. For any Settlement Class Member who submits a timely, valid, and verified Claim Form, the Settlement Administrator shall issue Claim Settlement Relief that is a pro rata portion of the Settlement Fund, based on the number of times a Settlement Class Member paid Convenience Fees as determined by Defendant's records, after accounting for Notice and Administrative Costs, any Case Contribution Award to Plaintiff as class representative, and any award of attorneys' fees and costs to proposed Class Counsel. For example, if Defendant's records indicate that Claimant A made three times as many Convenience Fee payments as Claimant B (number—not amount—of payments), then Claimant A's pro rata share will be three times Claimant B's.

4.2.3. Representation Regarding Convenience Fees. Defendant represents that it will provide prior express notice to consumers prior to charging any Convenience Fees and that it is not currently charging any such fees for on-line payments.

## **5. SETTLEMENT ADMINISTRATION AND COSTS**

5.1. All Notice and Administrative Costs will be paid to the Settlement Administrator from the Settlement Fund. If the Settlement Administrator requires payment of any Notice and Administrative Costs before the Settlement Fund is established, Defendant shall pay those amounts directly to the Settlement Administrator upon request, and the amount Defendant pays to the Settlement Fund shall include an offset for any Notice and Administrative Costs already so paid.

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STIPULATION AND SETTLEMENT  
AGREEMENT- 14  
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4       5.2. The Settlement Administrator shall administer the Settlement in a cost-effective  
5 and timely manner. The Settlement Administrator shall maintain reasonably detailed records of  
6 its activities under this Agreement. The Settlement Administrator shall maintain all such  
7 records as are required by applicable law in accordance with its normal business practices and  
8 such records will be made available to Class Counsel and Defense Counsel upon request. The  
9 Settlement Administrator shall also provide reports and other information to the Court as the  
10 Court may require. The Settlement Administrator shall provide Class Counsel and Defense  
11 Counsel with information concerning Notice, administration and implementation of the  
12 Settlement Agreement. Should the Court request, the Parties, in conjunction with the  
13 Settlement Administrator, shall submit a timely report to the Court summarizing the work  
14 performed by the Settlement Administrator, including a report of all amounts paid to the  
15 Settlement Class Members on account of Claim Settlement Relief. Without limiting the  
16 foregoing, the Settlement Administrator shall:

17           5.2.1. Forward to Defense Counsel, with copies to Class Counsel, all  
18 documents and other materials received in connection with the administration of the  
19 Settlement Agreement within thirty (30) days after the date on which all Claim Forms  
20 have been finally approved or disallowed per the terms of the Agreement;

21           5.2.2. Receive exclusion forms and other requests from the Settlement Class  
22 and promptly provide a copy of such requests to Class Counsel and Defense Counsel  
23 upon receipt (the "Opt-Out List"). If the Settlement Administrator receives an exclusion  
24 form or other requests from the Settlement Class after the Opt-Out Deadline, the  
25 Settlement Administrator shall promptly provide copies thereof to Class Counsel and  
26 Defense Counsel;

27           5.2.3. Provide weekly reports to Class Counsel and Defense Counsel, including  
without limitation, reports regarding the number of Claim Forms received, the current  
number of approved Claims for Claim Settlement Relief and the monetary amount of  
such Claims, and the number of opt-outs and objections received; and

5.2.4. Make available for inspection by Class Counsel or Defense Counsel the Claim Forms, any documentation submitted in support thereof, and any correspondence received by the Settlement Administrator at any time upon reasonable notice.

5.2.5. Provide Class Counsel and Defendant's counsel with an affidavit or declaration by a competent affiant or declarant, attesting that the Class Notice has been disseminated in accordance with the Preliminary Approval Order and identifying the number of Requests for Exclusion to the Settlement.

5.3. Defendant will coordinate with the Settlement Administrator to provide Mail Notice to the Settlement Class, as provided in this Agreement. Within seven (7) days of the grant of Preliminary Approval, Defendant shall produce to the Settlement Administrator the list of all names, addresses, email addresses, and number of Convenience Fees paid for each Settlement Class Member (the "Class List").

5.4 Because the information about Settlement Class Members in the Class List that will be provided to the Settlement Administrator will consist of confidential information, non-public personal information, and other information protected by privacy laws, the Settlement Administrator will execute a non-disclosure agreement and will take all reasonable steps to ensure that any information provided to it by Defendant will be used solely for the purpose of effecting this Settlement. Any such information provided to the Settlement Administrator will not be provided to Plaintiff or Class Counsel, except as permitted by Paragraph 7.4. The Settlement Administrator shall administer the Settlement in accordance with the terms of this Settlement Agreement and, without limiting the foregoing, shall treat any and all documents, communications, and other information and materials received in connection with the administration of the Settlement as confidential and shall not disclose any or all such documents, communications, or other information to any person or entity except as provided for in this Agreement or by court order.

5.5. Forms. The Settlement Administrator shall complete and provide to Defendant any forms necessary for Defendant to pay the Settlement Fund and otherwise implement this



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5 **6. NOTICE TO THE SETTLEMENT CLASS**

6 6.1. Direct Notice. Subject to the requirements of the Preliminary Approval Order,  
7 no later than forty-five (45) days after the entry of the Preliminary Approval Order the  
8 Settlement Administrator shall send Notice via email substantially in the form attached as  
9 Exhibit E, along with an electronic link to the Claim Form, to all Settlement Class Members for  
10 whom a valid email address is available in the Class List. If no valid email address exists for a  
11 person in the Settlement Class, or in the event that the transmission of any email notice results  
12 in a hard “bounce-back,” the Settlement Administrator shall, no later than the Notice Date,  
13 send Notice via First Class U.S. Mail through a postcard notice with attached Claim Form  
14 substantially in the form attached as Exhibit F, to each physical address in the Class List.

15 6.2. Settlement Website. No later than the mailing of the Direct Notice, the  
16 Settlement Administrator shall establish the Settlement Website, which shall contain copies of  
17 this Settlement Agreement, Exhibits, and Notice substantially in the form attached as Exhibit  
18 D. The Settlement Website shall also allow for the submission of Claim Forms on-line, as well  
19 as provide for Claim Forms that can be downloaded from the site for mailing. The Settlement  
20 Website shall remain open and accessible through the payment of all Claim Settlement Relief  
21 to the Settlement Class.

22 **7. CLAIM FILING, REVIEW, AND APPROVAL PROCESS**

23 7.1. Claim Filing Process. Settlement Class Members can make a Claim for Claim  
24 Settlement Relief by either submitting a Claim Form on-line through the Settlement Website or  
25 by mailing (either through posting with the United States Postal Service or through a private  
26 mail carrier, such as UPS or Federal Express, provided that proof of the mail date is reflected  
27 on the label of the mailing) a physical Claim Form providing the information and affirmations  
to the Settlement Administrator by the Claim Deadline. Any Settlement Class Member who  
does not submit on-line or mail a completed Claim Form by the Claim Deadline shall be  
deemed to have waived any claim to Claim Settlement Relief and any such Claim Settlement

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Form may be rejected.

7.2. Claim Review Process. The Settlement Administrator may reject a Claim Form, or any part of a claim for a payment reflected therein, where the Claimant submitting the Claim Form does not appear on the Class List. In addition, the Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an approved Claim Settlement Relief and shall reject Claim Forms that fail to comply with the instructions thereon or the terms of this Agreement, after giving the claimant a reasonable opportunity to provide any requested missing information. In no event shall any Settlement Class Member have more than fourteen (14) days after being noticed by the Settlement Administrator of any question or deficiency in the submitted Claim Form to answer such question or cure such deficiency.

7.3. Claim Payment. Upon confirmation by the Settlement Administrator that the Claim Form is valid, the Settlement Administrator shall make a determination as to the amount of the Claim in accordance with this Settlement Agreement, including Section 4.2.2, and information appearing in Defendant's electronic records.

7.3.1. Notification. Within forty-five (45) days after the Final Settlement Date, the Settlement Administrator shall provide the Parties with a list of all Settlement Class Members who filed a Claim, whether the Claim was rejected or accepted, and if rejected, the reason it was rejected, and if accepted, the amount to be paid. Both Defense Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members. The Settlement Administrator shall follow any agreed-to decisions of Defense Counsel and Class Counsel. To the extent Defense Counsel and Class Counsel are not able to agree on the disposition of a challenge, John Bates of JAMS shall decide such a challenge.

7.3.2. Processing Claims. The Settlement Administrator shall have ninety (90) days after the Final Settlement Date within which to process the Claims and remit the

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appropriate amounts by check to the Claimants. Any check that is remitted to a Claimant and that is not negotiated within ninety (90) days after issuance shall be cancelled (the checks shall state “void after 90 days”), and the Settlement Administrator shall not have any further obligation to continue efforts to distribute Claim Settlement Relief to such Claimant.

7.3.3. Funding. The Settlement Administrator shall use only the Settlement Fund to fund the distribution of Claim Settlement Relief to Claimants.

7.4. Information Available to Class Counsel. Except as provided herein, upon the reasonable request of Class Counsel, the Settlement Administrator shall inform Class Counsel, among other things and with the exception of confidential information, non-public personal information, and other information protected by privacy laws, of the amount of any Settlement Class Member’s Convenience Fees reflected in the electronic information provided to the Settlement Administrator by Defendant. Nothing in this Paragraph or this Settlement Agreement shall authorize the Settlement Administrator to disclose to Class Counsel any confidential information, non-public personal information, and other information protected by privacy laws.

**8. COVENANTS**

The Settling Parties covenant and agree as follows:

8.1. Covenants Not to Sue. Plaintiff, as representative of the Settlement Class, covenants and agrees on behalf of the Settlement Class: (i) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Persons; (b) not to organize or solicit the participation of Settlement Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (c) that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the

Released Persons.

8.2. Cooperation. The Parties agree to cooperate reasonably and in good faith with the goal of obtaining entry of a final Judgment as quickly as is reasonably practicable and expeditiously reaching agreement on the matters requiring mutual agreement as set forth in this Agreement, including, but not limited to, the expeditious agreement to the terms of all settlement administration protocols, and the preparation and execution of all other reasonable documents necessary to achieve Final Approval of the Settlement by the Court. Further, the Settling Parties shall consult with mediator John Bates of JAMS as necessary in effectuating this Paragraph.

**9. REPRESENTATIONS AND WARRANTIES**

9.1. Plaintiff's Representations and Warranties.

9.1.1. Plaintiff represents and warrants that she is the sole and exclusive owner of all Released Claims and that she has not assigned or otherwise transferred any interest in any of the Released Claims against any of the Released Persons, and further covenants that she will not assign or otherwise transfer any interest in any of Plaintiff's Released Claims.

9.1.2. Plaintiff represents and warrants that she has no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

9.2. The Parties' Representations and Warranties. The Parties, and each of them on his, her, or its own behalf only, represent and warrant:

9.2.1. That they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations among their counsel, that in executing the Settlement Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing the Settlement Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any

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Party or by any person representing any party to the Settlement Agreement. Each of the Settling Parties assumes the risk of mistake as to facts or law.

**10. RELEASES**

10.1. Released Claims of Settlement Class. Upon the Final Settlement Date, each member of the Settlement Class, other than Plaintiff and 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 Defendant to the Settlement Class, including but not limited to claims related to charges for making payments to Defendant over the phone or internet and claims or causes of action under the federal Fair Debt Collection Practices Act and Washington Consumer Protection Act.

10.1.1. This Settlement Agreement shall not release Defendant from any existing obligation to any Settlement Class Member, other than Plaintiff, under any loan, note, mortgage, or deed of trust. This provision is not meant to and does not limit the Release in Paragraph 10.1.

10.2. Released Claims of Plaintiff. Upon the Final Settlement Date, Plaintiff, on behalf of herself, her family members, heirs, guardians, assigns, executors, administrators, predecessors, and successors, hereby releases and discharges the Released Persons from any

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4 and all claims, actions, causes of action, suits, debts, sums of money, payments, obligations,  
5 reckonings, promises, damages, penalties, attorneys' fees and costs, liens, judgments, and  
6 demands of any kind whatsoever that Plaintiff may have on or before the Final Settlement Date  
7 or may have had in the past, whether in arbitration, administrative, or judicial proceedings,  
8 whether as individual claims or as claims asserted on a class basis, whether past or present,  
9 mature or not yet mature, known or unknown, suspected or unsuspected, whether based on  
10 federal, state, or local law, statute, ordinance, regulations, contract, common law, or any other  
11 source. In agreeing to this Release, Plaintiff explicitly acknowledges that unknown losses or  
12 claims could possibly exist and that any present losses may have been underestimated in  
13 amount or severity.

14 10.3. Without in any way limiting their scope, these Releases cover by example and  
15 without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant fees,  
16 interest, or litigation fees, or any other fees, costs, and/or disbursements incurred by Class  
17 Counsel, Plaintiff, or any Settlement Class Members in connection with or related in any  
18 manner to the Litigation, the settlement of the Litigation, the administration of such Settlement,  
19 and/or the Released Claims, except to the extent otherwise specified in the Settlement  
20 Agreement.

21 10.4. In connection with the foregoing Releases, Plaintiff and each Settlement Class  
22 Member who has not validly opted out shall be deemed, as of the entry of the final Judgment,  
23 to have waived any and all provisions, rights, benefits conferred by any statute, rule and legal  
24 doctrine which provides that a general release does not extend to claims which the creditor  
25 does not know or suspect to exist in his or her favor at the time of executing the release, which  
26 if known by him or her must have materially affected his or her settlement with the debtor. To  
27 the extent that anyone might argue that these principles of law are applicable—notwithstanding  
that the Settling Parties have chosen Washington law to govern this Settlement Agreement—  
Plaintiff hereby agrees, and each Settlement Class Member will be deemed to agree, that the  
provisions of all such principles of law or similar federal or state laws, rights, rules, or legal

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principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. Plaintiff recognizes, and each Settlement Class Member will be deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon the Final Settlement Date, they fully, finally, and forever settle and release any and all claims covered by these Releases. The Settling Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

10.5. Upon the Final Settlement Date: (i) the Settlement Agreement shall be the exclusive remedy for any and all Settlement Class Members, except those who have validly opted out in accordance with the terms and provisions hereof; (ii) the Released Persons shall not be subject to liability or expense for any of the Released Claims to any such Settlement Class Member(s); (iii) Settlement Class Members who have not opted out shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (as class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims or the facts and circumstances relating thereto; and (iv) Settlement Class Members who have not opted out shall be permanently barred and precluded from organizing Settlement Class Members, or soliciting the participation of Settlement Class Members, for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto.

10.6. Nothing in the Settlement Agreement and Releases shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein. The Releases set forth herein are not intended to include the release of any rights or duties of the Settling Parties arising out of the Settlement Agreement, including the express warranties and covenants contained herein.

## **11. OPT-OUT RIGHTS**

11.1. A Settlement Class Member who wishes to opt out of the Settlement Class must

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Seattle, Washington 98101-2380  
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4 do so in writing. In order to opt out, a Settlement Class Member must complete and send to the  
5 Settlement Administrator, at the address listed in the Class Notice and on the Settlement  
6 Website for this Settlement, a Request for Exclusion that is postmarked or otherwise delivered  
7 no later than the Opt Out Deadline, as specified in the Class Notice (or as the Court otherwise  
8 requires). The Request for Exclusion must: (a) identify the case name; (b) identify the name  
9 and address of the Settlement Class Member; (c) be personally signed by the Settlement Class  
10 Member requesting exclusion; and (d) contain a statement that indicates a desire to be excluded  
11 from the Settlement Class in the Litigation, such as “I hereby request that I be excluded from  
12 the proposed Settlement Class in the Class Action.” Mass or class opt outs shall not be  
13 allowed.

14 11.2. Any Settlement Class Member who properly opts out of the Settlement Class  
15 shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to  
16 relief under, or be affected by, the Agreement; (c) gain any rights by virtue of the Agreement;  
17 or (d) be entitled to object to any aspect of the Settlement.

18 11.3. If the number of Settlement Class Members who properly and timely exercise  
19 their right to opt out of the Settlement Class exceeds five percent (5%) of the total number of  
20 Settlement Class Members, Defendant shall have the right, at its sole discretion, to terminate  
21 this Agreement without penalty or sanction by providing written notice of the election to do so  
22 to all other Parties hereto within ten (10) days after learning from the Settlement Administrator  
23 that the number of valid opt outs exceeds 5% of the Settlement Class Members. If Defendant  
24 elects this option, the Settlement Class shall be decertified without prejudice to Defendant’s  
25 right to oppose any later attempt to certify a class.

26 11.4 Except for those Settlement Class Members who timely and properly file a  
27 Request for Exclusion in accordance with Section 11, all other Settlement Class Members will  
be deemed to be Settlement Class Members for all purposes under the Agreement, and upon  
the Final Settlement Date, will be bound by its terms, regardless of whether they receive any  
monetary relief or any other relief.



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4 **12. OBJECTIONS**

5 12.1. Overview. Any potential Settlement Class Member who does not opt out of the  
6 Settlement may comment upon or object to the Settlement or any of its terms.

7 12.2. Process. Any potential Settlement Class Member who wishes to object to the  
8 Settlement must do so in writing and any papers submitted in support of said objection, shall be  
9 received by the Court at the Final Approval Hearing, only if the Person making an objection  
10 shall, on or before the Objection Deadline approved by the Court and specified in the Notice,  
11 file notice of his or her intention to do so and at the same time (a) file copies of such papers he  
12 or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file  
13 copies of such papers through the Court’s CM/ECF system if the objection is from a Settlement  
14 Class Member represented by counsel, who must also file an appearance, and (c) send copies  
15 of such papers via mail, hand, or overnight delivery service to both Class Counsel and Defense  
16 Counsel.

17 12.3. Any member of the Settlement Class who intends to object to this Settlement  
18 Agreement must include his or her name and address, include all arguments, citations, and  
19 evidence supporting the objection (including copies of any documents relied on), state that he  
20 or she is a Settlement Class Member, state that he or she paid Convenience Fees to Defendant,  
21 the name and contact information of any and all attorneys representing, advising, or in any way  
22 assisting the objector in connection with the preparation or submission of the objection or who  
23 may profit from the pursuit of the objection; and a statement indicating whether the objector  
24 intends to appear at the Final Approval Hearing either personally or through counsel, who must  
25 file an appearance or seek *pro hac vice* admission, accompanied by the signature of the  
26 objecting Settlement Class Member. Any Settlement Class Member who fails to timely file a  
27 written objection with the Court and notice of his or her intent to appear at the Final Approval  
Hearing in accordance with the terms of this Paragraph and as detailed in the Notice, and at the  
same time provide copies to designated counsel for the Parties, shall not be permitted to object  
to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from

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4 seeking any review of this Settlement Agreement by appeal or other means and shall be  
5 deemed to have waived his or her objections and be forever barred from making any such  
6 objections in the Action or any other action or proceeding.

7 **13. SETTLEMENT APPROVAL**

8 13.1. Within twenty-one (21) days of this Agreement's date, Plaintiff shall apply to  
9 the Court for entry of the proposed Preliminary Approval Order and setting of a Final Approval  
10 Hearing.

11 13.2. Plaintiff shall move for and brief the issue of Final Approval of the Settlement  
12 in accordance with the Preliminary Approval Order or such other or further order of the Court.

13 13.3. At the Final Approval Hearing, Plaintiff shall move for entry of the proposed  
14 Judgment and present arguments in support thereof.

15 13.4. Promptly after the Final Settlement Date, Settlement Class Members shall  
16 dismiss with prejudice all claims, actions, or proceedings that have been brought by or involve  
17 any Settlement Class Member in any other jurisdiction and that are released pursuant to this  
18 Settlement Agreement.

19 **14. CERTIFICATION OF SETTLEMENT CLASS FOR SETTLEMENT  
20 PURPOSES**

21 14.1. After the Preliminary Approval Order is entered, Plaintiff shall move for Final  
22 Approval of the Settlement and entry of final Judgment.

23 14.2. If the Settlement is not granted final approval, or this Agreement is otherwise  
24 terminated or rendered null and void, the certification of the Settlement Class shall be  
25 automatically vacated and shall not constitute evidence or a binding determination that the  
26 requirements for certification of a class for trial purposes in this or any other action can be or  
27 have been satisfied; in such circumstances, Defendant reserves and shall have all rights to  
challenge certification of the Settlement Class or any other class for trial purposes in the  
Litigation, or in any other action, on all available grounds as if no Settlement Class had been  
certified.

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4 **15. ATTORNEYS' FEES, EXPENSES, AND PLAINTIFF'S CASE**  
5 **CONTRIBUTION AWARD**

6 15.1. Defendant has agreed that Class Counsel shall be entitled to an award of  
7 reasonable attorneys' fees and costs in an amount to be determined by the Court and paid from  
8 the Settlement Fund. Class Counsel has agreed to limit their request for attorneys' fees and  
9 costs to no more than twenty-five (25%) of the Settlement Fund. Should the Court award less  
10 than the amount sought by Class Counsel, the difference in the amount sought and the amount  
11 ultimately awarded pursuant to this Paragraph shall remain in the Settlement Fund to be  
12 distributed to Settlement Class Members.

13 15.2. Class Counsel agrees that the amount of such costs and fees awarded shall  
14 compensate them for all legal work in the Litigation up to and including the date of the Final  
15 Judgment, including any appeal of the Judgment, as well as for all legal work and costs that  
16 may be incurred in the Action after the date of the Final Judgment. In the event the Court  
17 awards Class Counsel less than the amount of Attorneys' Fees and Expenses requested by  
18 Class Counsel, this Settlement Agreement shall nonetheless remain in full force and effect.

19 15.3. Class Counsel shall be paid the Attorneys' Fees and Expenses awarded by the  
20 Court from the Settlement Fund within seven (7) days after the Final Settlement Date. Payment  
21 of the Attorneys' Fees and Expenses shall be made via wire transfer to an account designated  
22 by Class Counsel after providing necessary information for electronic transfer. If for any  
23 reason the final Judgment does not become Final within the meaning of Paragraph 2.18 (i.e.,  
24 the Final Settlement Date does not occur), the Settlement Administrator shall not disburse the  
25 Attorneys' Fees and Expenses to Class Counsel.

26 15.4. In addition to the Claim Settlement Relief otherwise due to a Settlement Class  
27 Member of the Settlement Class, Defendant agrees Plaintiff is entitled to reasonable Case  
Contribution Award in an amount determined by the Court that shall be paid from the  
Settlement Fund. Should the Court award less than the amount sought, the difference in the  
amount sought and the amount ultimately awarded pursuant to this Paragraph shall remain in

the Settlement Fund to be distributed to Settlement Class Members.

15.5. Plaintiff shall be paid the Case Contribution Award, as determined by the Court, from the Settlement Fund within seven (7) days after the Final Settlement Date. Payment of the Case Contribution Award shall be made via check to the Plaintiff, such check to be sent care of Class Counsel.

15.5. The procedure for and the grant or denial or allowance or disallowance by the Court of the Attorneys' Fees and Expenses and Case Contribution Award are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the applications for Attorneys' Fees and Expenses and Case Contribution Award, or any appeal from any order relating thereto or reversal or modification thereof, will not operate to terminate or cancel this Agreement, or affect or delay the finality of Judgment approving the Agreement.

**16. CONFIDENTIALITY; COMMUNICATIONS TO MEDIA AND PUBLIC**

16.1 The Settling Parties agree that the terms of this Settlement shall remain confidential and not be disclosed by any party until the Settlement Agreement is filed in connection with Plaintiff's Preliminary Approval Application.

16.2 The Settling Parties agree further that both before and after Preliminary Approval of the Settlement, they shall not publish a press release or a release on the internet concerning the Settlement without the prior written review and approval of all other Settling Parties, which approval shall not be unreasonably withheld or delayed.

16.3 The Settling Parties agree that both before and after Preliminary Approval, if any print or electronic media outlet contacts any party or its counsel seeking information or a statement regarding the Settlement, in the absence of a response agreed upon by all Settling Parties, no information will be provided in response to such inquiries except to the extent such information appears as part of the public record.

**17. TERMINATION AND EFFECT THEREOF**

17.1. This Agreement shall be terminable by any Party if any of the conditions of

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Section 3 are not fully satisfied, or if the conditions of Section 11.4 occur regarding the number of opt-outs, unless they are waived in writing signed by authorized representatives of the Settling Parties.

17.2. This Agreement shall also terminate at the discretion of any Settling Party if:

- (1) the Court, or any appellate court(s), rejects, modifies, or denies approval of any portion of this Agreement that is material, including without limitation, the terms or relief, the findings or conclusions of the Court, the provisions relating to Class Notice, the definition of the Settlement Class, and/or the terms of the Releases;
- (2) the Court, or any appellate court(s), does not enter or completely affirm, or alters, or restricts, or expands, any portion of the final Judgment, or any of the district court's findings of fact or conclusions of law that is material;
- (3) if all of the conditions required to be met before the Final Settlement Date do not occur.

17.3. If this Agreement is terminated as provided herein, the Settlement shall be null and void from its inception and the Settling Parties will be restored to their respective positions in the Litigation as of the date of Preliminary Approval. In such event, the terms and provisions of this Agreement will have no further force and effect with respect to the Settling Parties and will not be used in the Litigation, or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Agreement will be treated as vacated, *nunc pro tunc*.

## **18. MISCELLANEOUS PROVISIONS**

18.1 The Settling Parties acknowledge that it is their intent to consummate this Agreement, and they agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement.

18.2. The Settling Parties intend the Settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Settlement compromises claims that are contested and will not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties agree that the consideration provided to the

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4 Settlement Class and the other terms of the Settlement were negotiated in good faith and at  
5 arm's length by the Settling Parties, and reflect a Settlement that was reached voluntarily after  
6 consultation with competent legal counsel. The amounts paid are to compromise the claimants'  
7 claims for damages and the amounts paid represent the claimants' compensation for such  
8 alleged damages.

9 18.3. Neither this Agreement nor the Settlement, nor any act performed or document  
10 executed pursuant to or in furtherance of this Agreement or the Settlement is or may be deemed  
11 to be or may be used as an admission or evidence of the validity of any Released Claims, or of  
12 any wrongdoing or liability of any Released Persons; or is or may be deemed to be or may be  
13 used as an admission of, or evidence of, any fault, omission, wrongdoing, or liability of any  
14 Released Persons in any civil, criminal, or administrative proceeding in any court,  
15 administrative agency, or other tribunal. Defendant may file this Agreement and/or the  
16 Judgment in any action that may be brought against it in order to support any defense or  
17 counterclaim, including, without limitation, those based on principles of *res judicata*, collateral  
18 estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim  
19 preclusion, issue preclusion, or similar defense or counterclaim.

20 18.4. All agreements made and orders entered during the course of the Litigation  
21 relating to the confidentiality of information will survive this Agreement.

22 18.5. All of the Exhibits to this Agreement are material and integral parts hereof and  
23 are fully incorporated herein by this reference.

24 18.6. This Agreement may be amended or modified only by a written instrument  
25 signed by or on behalf of all Settling Parties or their respective successors-in-interest.

26 18.7. This Agreement and the Exhibits attached hereto constitute the entire agreement  
27 among the Settling Parties, and no representations, warranties, or inducements have been made  
to any Party concerning this Agreement or its Exhibits other than the representations,  
warranties, and covenants covered and memorialized herein. Except as otherwise provided  
herein, the Settling Parties will bear their own respective costs.

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18.8. Class Counsel, on behalf of the Settlement Class, are expressly authorized by Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Agreement to effectuate its terms, and are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of the Settlement Class that Class Counsel deem appropriate.

18.9. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument. Facsimile signatures, electronic signatures, or signatures sent via e-mail shall be treated as original signatures and shall be binding. A complete set of counterparts will be submitted to the Court.

18.10. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties.

18.11. The Court will retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Settling Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

18.12. None of the Settling Parties, or their respective counsel, will be deemed the drafter of this Agreement or its Exhibits for purposes of construing the provisions thereof. The language in all parts of this Agreement and its Exhibits will be interpreted according to its fair meaning, and will not be interpreted for or against any Settling Party as the drafter thereof.

18.13. The Settling Parties stipulate to stay all proceedings in the Litigation until the approval of this Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Agreement.

18.14. Except as agreed by the Parties in writing, within thirty (30) days after the Final Settlement Date, the Parties shall destroy all electronically stored information, testimony, or other information produced in the Litigation, including the mediation for the Litigation.

18.15. The Settlement shall be governed by the laws of the State of Washington, applied without regard to laws applicable to choice of law, except to the extent that the law of

the United States governs any matters set forth herein, in which case such federal law shall govern.

18.16. The following principles of interpretation apply to the Agreement: (a) the plural of any defined term includes the singular, and the singular of any defined term includes the plural, as the case may be; (b) references to a person are also to the person's successor-in-interest; and (c) whenever the words "include," "includes," or "including" are used in the Agreement, they shall not be limiting, but rather shall be deemed to be followed by the words "without limitation."

18.17. The Settlement Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices of the Settlement Class after the Judgment is entered.

## 19. NOTICES

19.1. All Notices (other than the Class Notice) required by the Agreement shall be made in writing and communicated by email and mail to the following addresses:

All Notices to Class Counsel shall be sent to Class Counsel, c/o:

Rafey S. Balabanian  
EDELSON PC  
123 Townsend, Suite 100  
San Francisco, California 94107  
Telephone: (415) 212-9300  
Facsimile: (415) 373-9435 *Counsel for Plaintiff and Settlement Class*

All Notices to Defendant shall be sent to Defendant's Counsel, c/o:

Kalama M. Lui-Kwan  
Erik Kemp  
Severson & Werson, A Professional Corporation  
One Embarcadero Center, Suite 2600  
San Francisco, CA 94111  
Telephone: (415) 398-3344;  
Facsimile: (415) 956-0439  
*Counsel for Defendant Nationstar Mortgage LLC*

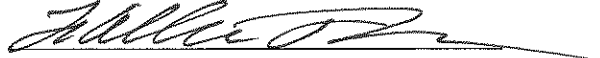
19.2. The notice recipients and addresses designated above may be changed by written agreement of the Settling Parties.



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4 19.3. Each of the Settling Parties agrees to promptly provide, upon the other's  
5 request, copies of objections, Requests for Exclusion, or other similar documents received from  
6 Settlement Class Members in response to the Settlement Class Notice.  
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IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.

Dated: November 27, 2017

By: 

Name: LeAllen Frost

Title: Vice President

Nationstar Mortgage LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Juanita Garcia  
Plaintiff

Approved as to form by:

November \_\_, 2017

\_\_\_\_\_  
John A. Knox, WSBA #12707  
WILLIAMS, KASTNER & GIBBS PLLC  
601 Union Street, Suite 4100  
Seattle, WA 98101-2380  
Phone: 206-628-6600; Fax: 206-628-6611  
jknox@williamskastner.com

Kalama M. Lui-Kwan (admitted *pro hac vice*)  
Erik Kemp (admitted *pro hac vice*)  
Gurinder S. Grewal (admitted *pro hac vice*)  
SEVERSON & WERSON, P.C.  
One Embarcadero Center, Suite 2600  
San Francisco, California 94111  
Phone (415) 398-3344  
Fax (415) 956-0439

Attorneys for Defendant  
Nationstar Mortgage LLC

IN WITNESS WHEREOF, the Settling Parties have executed and caused this Settlement on the dates set forth below.

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Name:

Title:

*Nationstar Mortgage LLC*

Dated: 12/05/2017 By: *Juanita Garcia*

Juanita Garcia  
*Plaintiff*

Approved as to form by:

November \_\_\_\_, 2017

\_\_\_\_\_  
John A. Knox, WSBA #12707  
WILLIAMS, KASTNER & GIBBS PLLC  
601 Union Street, Suite 4100  
Seattle, WA 98101-2380  
Phone: 206-628-6600; Fax: 206-628-6611  
jknox@williamskastner.com

Kalama M. Lui-Kwan (admitted *pro hac vice*)  
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Gurinder S. Grewal (admitted *pro hac vice*)  
SEVERSON & WERSON, P.C.  
One Embarcadero Center, Suite 2600  
San Francisco, California 94111  
Phone (415) 398-3344  
Fax (415) 956-0439

Attorneys for Defendant  
Nationstar Mortgage LLC

# **Exhibit A**

**NATIONSTAR CONVENIENCE FEE SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE SUBMITTED ONLINE BY **[CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

**Class Member Verification:** By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

- I made an online or over-the-phone residential mortgage payment to Nationstar and was charged a convenience fee and was a Washington State resident between November 17, 2011 and [Preliminary Approval Date] and/or a United States resident between November 17, 2014 and [Preliminary Approval Date]. The debt was at least 30 days past due when Nationstar began servicing it.
- All information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form; if accepted you will be mailed a check for a *pro rata* (meaning equal) share of the Settlement Fund based on the number of times you were charged a convenience fee. This process takes time, please be patient.

**Questions, visit **[Settlement Website]** or call **[Settlement Administrator's Number]****

# **Exhibit B**

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on  
behalf of all others similar situated,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a  
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**[PROPOSED] ORDER GRANTING  
FINAL APPROVAL TO  
CLASS ACTION SETTLEMENT**

This matter came before the Court for hearing on \_\_\_\_\_, 2018. This Court has considered the class action settlement set forth in the Stipulation and Settlement Agreement (the “Settlement Agreement”) between Plaintiff Juanita Garcia on behalf of herself and all members of the Settlement Class (“Plaintiffs”), and Defendant Nationstar Mortgage LLC (“Defendant”) together with all exhibits thereto, the arguments and authorities presented by the Parties and their counsel, as well as Plaintiff’s request for Attorneys’ Fees and Expenses to Class Counsel and whether and in what amount to award a Case Contribution Award to Plaintiff.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Settlement Agreement.
2. The Court has personal jurisdiction over the parties and the Settlement Class

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1 Members, venue is proper, the Court has subject matter jurisdiction to approve the Settlement  
2 Agreement, including all exhibits thereto, and to enter this Final Order.

3           3.       The Court finds that the Notice provided to the Settlement Class pursuant to the  
4 Settlement Agreement and the Preliminary Approval Order and consisting of individual notice  
5 via first-class U.S. Mail postcard and/or email to the Settlement Class, and an interactive  
6 settlement website, has been successful and was the best notice practicable under the  
7 circumstances and: (1) constituted notice that was reasonably calculated to, under all  
8 circumstances, apprise Settlement Class Members of the pendency of the Litigation, the  
9 certification of the Settlement Class for purposes of the Settlement, the terms of the  
10 Agreement, and the right of members to object to the Settlement or to exclude themselves from  
11 the Settlement Class; (2) complies with the requirements of the Federal Rules of Civil  
12 Procedure, the Due Process Clause; and (3) constitutes the best notice practicable under the  
13 circumstances.

14           4.       The Court finds that Defendant properly and timely notified the appropriate  
15 government officials of the Settlement Agreement, pursuant to the Class Action Fairness Act of  
16 2005 (“CAFA”), 28 U.S.C. § 1715. The Court has reviewed the substance of Defendant’s  
17 notice, and finds that they complied with all applicable requirements of CAFA. Further, more  
18 than ninety (90) days have elapsed since Defendant provided notice pursuant to CAFA and the  
19 Final Approval Hearing.

20           5.       This Court now gives final approval to the settlement and finds that the  
21 Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement  
22 Class. The settlement consideration provided under the Settlement Agreement constitutes fair  
23 value given to in exchange for the release of the Released Claims against the Released Persons.  
24 The Court finds that the consideration to be paid to members of the Settlement Class is  
25 reasonable and in the best interests of the Settlement Class Members considering the disputed  
26 facts and circumstances of and affirmative defenses asserted in the Litigation and the potential  
27 risks and likelihood of success of pursuing litigation on the merits. The complex legal and

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[PROPOSED] ORDER GRANTING FINAL APPROVAL TO  
CLASS ACTION SETTLEMENT- 2  
(C15-1808 TSZ)

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Seattle, Washington 98101-2380  
(206) 628-6600



1 factual posture of this case, the amount of discovery completed, that Plaintiff sought to  
2 adversarially certify the identical class, and the fact that the Settlement is the result of arm's-  
3 length negotiations between the Parties, including negotiations presided over by John Bates,  
4 Esq. of JAMS support this finding. The Court finds that these facts, in addition to the Court's  
5 observations throughout the litigation, demonstrate that there was no collusion present in the  
6 reaching of the Settlement Agreement, implicit or otherwise. *See In re Bluetooth Headset*  
7 *Prods. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011). This finding is also supported by, among  
8 other things, the fact that the Settlement provides substantial monetary benefits to Settlement  
9 Class Members and such benefits are not disproportionate to the attorneys' fees and expenses  
10 awarded to Class Counsel or the Plaintiff; and the benefits provided to Settlement Class  
11 Members are appropriate under the circumstances of this case.

12         6.         The Court has specifically considered the factors relevant to class settlement  
13 approval (*see, e.g., Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566 (9th Cir. 2004))—  
14 including, *inter alia*, the strength of Plaintiff's case; the risk, expense, complexity, and likely  
15 duration of further litigation; the risk of not maintaining class action status throughout trial; the  
16 relief provided for in the settlement; the extent of discovery completed and stage of the  
17 proceedings; the experience and views of counsel; and the reaction of the Settlement Class  
18 Members to the proposed settlement (including the claims submitted and lack of any opt-outs  
19 or objections)—and upon consideration of such factors finds that the Settlement is fair,  
20 reasonable, and adequate to all concerned.

21         7.         Accordingly, the Settlement is hereby finally approved in all respects, and the  
22 Parties are hereby directed to implement and consummate the Settlement Agreement according  
23 to its terms and provisions.

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

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[PROPOSED] ORDER GRANTING FINAL APPROVAL TO  
CLASS ACTION SETTLEMENT- 3  
(C15-1808 TSZ)

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1           9.       The Releases, which are set forth in Section 10 of the Settlement Agreement and  
2 which are also set forth below, are expressly incorporated herein in all respects and are  
3 effective as of the Final Settlement Date; and the Released Persons are forever released,  
4 relinquished, and discharged by the Releasing Persons from all Released Claims.

5                   (a)     Release and Waiver Definitions

6                   (i)     “Defendant” means Nationstar Mortgage LLC.

7                   (ii)    “Convenience Fees” means the monetary fees charged by  
8 Defendant to borrowers to make payments over the phone or internet that are at issue in the  
9 Litigation.

10                  (iii)   “Release” or “Releases” means the releases of all Released  
11 Claims by the Releasing Persons against the Released Persons.

12                  (iv)    “Released Claims” means all claims, actions, causes of action,  
13 suits, debts, sums of money, payments, obligations, reckonings, promises, damages, penalties,  
14 attorney’s fees and costs, liens, judgments, demands, and any other forms of liability released  
15 pursuant to this Final Order and Judgment and Section 10 of the Settlement Agreement.

16                  (v)     “Released Persons” means: Defendant and each of its past or  
17 present divisions, parents, subsidiaries, predecessors, investors, parent companies, acquired  
18 companies, and affiliated companies (which shall include any person or entity which controls,  
19 is controlled by, or is under common control with any such party), any direct or indirect  
20 subsidiary of Defendant and each of their respective past or present divisions, parents,  
21 subsidiaries, investors, parent companies, acquired companies, and affiliated companies, and  
22 all of the officers, directors, employees, agents, brokers, distributors, representatives, and  
23 attorneys of all such entities.

24                  (vi)    “Releasing Persons” means Named Plaintiff and all Settlement  
25 Class Members who do not properly and timely opt out of the Settlement, and their respective  
26 family members, heirs, administrators, successors, and assigns.

27                  (vii)   “Settling Parties” means, collectively, Defendant, Plaintiff, and

1 all Releasing Persons.

2 (b) Released Claims of Settlement Class. Upon the Final Settlement Date,  
3 each member of the Settlement Class, other than Plaintiff and those Settlement Class Members  
4 who have validly opted out, shall, by operation of the final Judgment, be deemed to have fully,  
5 conclusively, irrevocably, forever, and finally released, relinquished, and discharged the  
6 Released Persons from any and all claims, actions, causes of action, suits, debts, sums of  
7 money, payments, obligations, promises, damages, penalties, attorneys' fees and costs, liens,  
8 judgments, and demands of any kind whatsoever that each member of the Settlement Class  
9 may have on or before the Final Settlement Date or may have had in the past, whether in  
10 arbitration, administrative, or judicial proceedings, whether as individual claims or as claims  
11 asserted on a class basis, whether past or present, mature or not yet mature, known or  
12 unknown, suspected or unsuspected, whether based on federal, state, or local law, statute,  
13 ordinance, regulations, contract, common law, or any other source, that were or could have  
14 been sought or alleged in the Litigation that relate, concern, arise from, or pertain in any way to  
15 the Released Persons' conduct, policies, or practices concerning Convenience Fees charged by  
16 Defendant to the Settlement Class, including but not limited to claims related to charges for  
17 making payments to Defendant over the phone or internet and claims or causes of action under  
18 the federal Fair Debt Collection Practices Act and Washington Consumer Protection Act.

19 (c) Released Claims of Named Plaintiff. The Named Plaintiff, on behalf of herself,  
20 her family members, heirs, guardians, assigns, executors, administrators, predecessors, and  
21 successors, hereby releases and discharges the Released Persons from any and all claims,  
22 actions, causes of action, suits, debts, sums of money, payments, obligations, reckonings,  
23 promises, damages, penalties, attorney's fees and costs, liens, judgments, and demands of any  
24 kind whatsoever that the Named Plaintiff may have or may have had in the past, whether in  
25 arbitration, administrative, or judicial proceedings, whether as individual claims or as claims  
26 asserted on a class basis, whether past or present, mature or not yet mature, known or  
27 unknown, suspected or unsuspected, whether based on federal, state, or local law, statute,

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1 ordinance, regulations, contract, common law, or any other source. In agreeing to this Release,  
2 Named Plaintiff explicitly acknowledges that unknown losses or claims could possibly exist  
3 and that any present losses may have been underestimated in amount or severity. This Final  
4 Order shall not be deemed a release from any loan, note, mortgage, or deed of trust.

5 (d) Without in any way limiting their scope, the Releases cover by example  
6 and without limitation, any and all claims for attorneys' fees, costs, expert fees, or consultant  
7 fees, interest, or litigation fees, or any other fees, costs, and/or disbursements incurred by Class  
8 Counsel, the Named Plaintiff, or any Settlement Class Members in connection with or related  
9 in any manner to this Action, the settlement of this Action, the administration of such  
10 Settlement, and/or the Released Claims, except to the extent otherwise specified in this Order  
11 and the Settlement Agreement.

12 (e) In connection with the foregoing Releases, the Named Plaintiff and each  
13 Settlement Class Member expressly waive, and shall be deemed to have waived to the fullest  
14 extent permitted by law, any and all provisions, rights, benefits conferred by Section 1542 of  
15 the California Civil Code, and any statute, rule and legal doctrine similar, comparable, or  
16 equivalent to California Civil Code Section 1542, which provides that:

17 **A general release does not extend to claims which the creditor does not know or suspect**  
18 **to exist in his or her favor at the time of executing the release, which if known by him or**  
19 **her must have materially affected his or her settlement with the debtor.**

20 The Named Plaintiff and each Settlement Class Member agree that the provisions of all  
21 such principles of law or similar federal or state laws, rights, rules, or legal principles, to the  
22 extent they are found to be applicable herein, are hereby knowingly and voluntarily waived,  
23 relinquished, and released. The Named Plaintiff recognizes, and each Settlement Class  
24 Member will be deemed to recognize, that, even if they may later discover facts in addition to  
25 or different from those which they now know or believe to be true, they nevertheless agree that,  
26 upon entry of the Final Order, they fully, finally, and forever settle and release any and all  
27 claims covered by the Releases.

1 (f) The Releases do not affect the rights of Settlement Class Members who  
2 timely and properly submitted a Request for Exclusion from the Settlement in accordance with  
3 the requirements of the Preliminary Approval Order and in Section 11 of the Settlement  
4 Agreement.

5 (g) The Releases shall not preclude any action to enforce the terms of the  
6 Settlement Agreement, including participation in any of the processes detailed therein. The  
7 Releases set forth herein and in the Settlement Agreement are not intended to include the  
8 release of any rights or duties of the Settling Parties arising out of the Settlement Agreement,  
9 including the express warranties and covenants contained herein.

10 10. The Court has also considered Plaintiff's Motion for attorneys' fees and  
11 expenses to Class Counsel and adjudges that the payment of \$ \_\_\_\_\_ is fair  
12 and reasonable for the following reasons and those stated in Court. In assessing the requested  
13 attorneys' fees, the Court has considered the relief achieved for the Settlement Class Members,  
14 the time and effort devoted by Class Counsel as demonstrated by their sworn declaration and  
15 the complexity of the legal and factual issues involved. The Court finds that the Attorneys'  
16 Fees and Expenses awarded to Class Counsel identified above is fair and reasonable under both  
17 a common fund approach and a lodestar approach. *See Vizcaino v. Microsoft Corp.*, 290 F.3d  
18 1043, 1048-50 (9th Cir. 2002) (finding in this Circuit, a 25% fee is the accepted "benchmark"  
19 in common fund cases); *Kerr v. Screen Extras Guild, Inc.*, 526 F.2d 67 (9th Cir. 1975)  
20 (lodestar approach).

21 11. The Court has also considered Plaintiff's Motion and supporting declarations for  
22 a Case Contribution Award to the Named Plaintiff. The Court adjudges that the payment of a  
23 service award in the amount of \$ \_\_\_\_\_ to the Plaintiff, to compensate her for her efforts  
24 and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the  
25 circumstances of this case. *See Radcliffe v. Experian Info. Solutions, Inc.*, 715 F.3d 1157 (9th  
26 Cir. 2013). Such payment shall be made pursuant to and in the manner provided by the terms  
27 of the Settlement Agreement.

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1           12.     Neither the Settlement Agreement, nor any of its terms and provisions, nor any  
2 of the negotiations or proceedings connected with it, nor any of the documents or statements  
3 referred to therein, nor this Final Order, nor any of its terms and provisions, nor the final  
4 judgment to be entered pursuant to this Final Order, nor any of its terms and provisions, shall  
5 be:

6                   (a)     offered by any person or received against the Defendant as evidence or  
7 construed as or deemed to be evidence of any presumption, concession, or admission by the  
8 Defendant of the truth of the facts alleged by any person or the validity of any claim that has  
9 been or could have been asserted in the Garcia Litigation or in any litigation, or other judicial  
10 or administrative proceeding, or the deficiency of any defense that has been or could have been  
11 asserted in the Garcia Litigation or in any litigation, or of any liability, negligence, fault or  
12 wrongdoing of the Defendant;

13                   (b)     offered by any person or received against the Defendant as evidence of a  
14 presumption, concession, or admission of any fault, misrepresentation, or omission with  
15 respect to any statement or written document approved or made by the Defendant or any other  
16 wrongdoing by the Defendant;

17                   (c)     offered by any person or received against the Defendant as evidence of a  
18 presumption, concession, or admission with respect to any liability, negligence, fault, or  
19 wrongdoing in any civil, criminal, or administrative action or proceeding;

20                   (d)     offered by any person or received against Plaintiff or the Settlement  
21 Class as an admission of or evidence that any of the Settlement Class Members' claims are  
22 with or without merit; or

23                   (e)     offered or received in evidence in any action or proceeding against any  
24 Party hereto in any court, administrative agency, or other tribunal for any purpose  
25 whatsoever, other than to enforce or otherwise effectuate the Settlement Agreement (or any  
26 agreement or order relating thereto), including the Releases, or the Final Order, or the final  
27 judgment to be entered pursuant to this Final Order.

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1           13.     This Final Order, the final judgment to be entered pursuant to this Final Order,  
2 and the Settlement Agreement (including the exhibits thereto) may be filed in any action  
3 against or by any Released Person (as that term is defined herein and the Settlement  
4 Agreement) to support a defense of *res judicata*, collateral estoppel, release, good faith  
5 settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion  
6 or similar defense or counterclaim.

7           14.     Plaintiff and all Settlement Class Members who have not opted out of the  
8 Agreement are barred from filing, commencing, prosecuting, intervening in, or participating in  
9 (as class members or otherwise) any action in any jurisdiction based on or relating to any of the  
10 Released Claims or the facts and circumstances relating thereto. Further, Plaintiff and all  
11 Settlement Class Members who have not opted out of the settlement are barred from organizing  
12 Settlement Class Members, or soliciting the participation of Settlement Class Members, in a  
13 separate class for purposes of pursuing any action (including by seeking to amend a pending  
14 complaint to include class allegations, or seeking class certification in a pending action in any  
15 jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances  
16 relating thereto.

17           15.     Without further order of the Court, the Settling Parties may agree to reasonably  
18 necessary extensions of time to carry out any of the provisions of the Settlement Agreement.

19  
20 DONE and ORDERED in Chambers in Seattle, Washington, this \_\_\_\_\_ day of  
21 \_\_\_\_\_, 2018.

22  
23 \_\_\_\_\_  
24 THOMAS S. ZILLY  
25 UNITED STATES DISTRICT JUDGE

26 cc: All Counsel of Record

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on  
behalf of all others similar situated,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a  
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**[PROPOSED] FINAL JUDGMENT**

The Court has granted final approval of the parties' settlement. Accordingly, the claims against Nationstar Mortgage LLC. brought by Plaintiff and the Settlement Class are DISMISSED WITH PREJUDICE, and this Judgment shall issue consistent with Federal Rule of Civil Procedure 58. Notwithstanding the dismissal of this entire action, the Court shall retain jurisdiction over the construction, interpretation, consummation, implementation, and enforcement of the Settlement Agreement, including jurisdiction to enter such further orders as may be necessary or appropriate.

DONE and ORDERED in Chambers in Seattle, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
THOMAS S. ZILLY  
UNITED STATES DISTRICT JUDGE



# **Exhibit C**

The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on  
behalf of all others similar situated,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a  
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**[PROPOSED] ORDER GRANTING  
PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CERTIFYING  
CLASS FOR SETTLEMENT PURPOSES,  
DIRECTING THE ISSUANCE OF  
CLASS NOTICE, AND SCHEDULING A  
FINAL APPROVAL HEARING**

Upon review and consideration of Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, including the parties’ Stipulation and Settlement Agreement (the “Settlement Agreement”) and all exhibits thereto, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

2. The Court has conducted an evaluation of the settlement set forth in the Settlement Agreement for fairness, adequacy, and reasonableness. Based on this preliminary

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[PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING- 1  
(C15-1808 TSZ)

**Williams, Kastner & Gibbs PLLC**  
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(206) 628-6600

1 evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of  
2 Fed. R. Civ. P. 23 for settlement purposes only. The Court further finds that: (i) there is good  
3 cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement  
4 Agreement has been negotiated at arm's length between experienced attorneys familiar with  
5 the legal and factual issues of this case and was reached with the assistance of John Bates, Esq.  
6 of JAMS, and (iii) the Settlement Agreement warrants Notice of its material terms to the  
7 Settlement for their consideration and reaction. Therefore, the Court grants preliminary  
8 approval of the Settlement Agreement.

9       4. Pursuant to Fed. R. Civ. P. 23(b)(3), and for settlement purposes only, the Court  
10 finds that: (a) the proposed Settlement Class is so numerous that joinder of all members is  
11 impracticable; (b) There are questions of law or fact common to the members of the Settlement  
12 Class; (c) The claims of the Plaintiff are typical of the claims of the other members of the  
13 Settlement Class; (d) Plaintiff is capable of fairly and adequately protecting the interests of the  
14 members of the Settlement Class, in connection with the Settlement Agreement; (e) Common  
15 questions of law and fact predominate over questions affecting only individual members of the  
16 Settlement Class; (f) The Settlement Class is ascertainable; (g) Resolution of the claims in this  
17 Litigation by way of a class action is superior to other available methods for the fair and  
18 efficient resolution of the claims of the Settlement Class.

19       5. Pursuant to Fed. R. Civ. P. 23(b)(3), and for settlement purposes only, the Court  
20 certifies the proposed "Settlement Class" consisting of: (1) all individuals in the United States  
21 who, from November 17, 2014 to the date of preliminary approval of the settlement, made a  
22 payment to Nationstar on a residential mortgage debt over the phone or online that included a  
23 fee charged by Nationstar for using the phone or internet, and whose debt had not been current  
24 for 30 or more consecutive days at the time Nationstar began servicing it ("FDCPA Settlement  
25 Class"); and (2) all individuals in Washington state who, from November 17, 2011 to the date  
26 of preliminary approval of the settlement made a payment to Nationstar on a residential

27 80001.0039/10984686.1

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING- 2  
(C15-1808 TSZ)

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1 mortgage debt over the phone or online that included a fee charged by Nationstar for using the  
2 phone or internet, and whose debt had not been current for 30 or more consecutive days at the  
3 time Nationstar began servicing it (“CPA Settlement Class”). Excluded from the Settlement  
4 Class are: (i) individuals who are or were officers or directors of the Defendant or any of their  
5 respective affiliates; (ii) any justice, judge, or magistrate judge of the United States or any  
6 State, their spouses, and persons within the third degree of relationship to either of them, or the  
7 spouses of such persons; and, (iii) all individuals who file a timely and proper request to be  
8 excluded from the Settlement Class.

9           6. For settlement purposes only, the Court hereby approves the appointment of  
10 Plaintiff Juanita Garcia as representative of the Settlement Class.

11           7. For settlement purposes only, the Court hereby approves the appointment of the  
12 following attorneys as Class Counsel and finds that they are competent and capable of  
13 exercising the responsibilities of Class Counsel: Rafey S. Balabanian of Edelson PC and D.  
14 Frank Davis of Davis & Norris, LLP.

15           8. A hearing regarding final approval of the Settlement (“Final Approval  
16 Hearing”) will be held at :00 \_\_\_\_m. on \_\_\_\_\_, 2018 in  
17 \_\_\_\_\_ before the Honorable Thomas S. Zilly, to determine,  
18 among other things: (i) final approval of the Settlement Agreement should be granted and (ii)  
19 Class Counsel’s application for attorney’s fees and expenses and an incentive award to the  
20 Class Representatives should be granted. No later than [insert dates 14 days prior to the  
21 Objection/Claims Deadline], Plaintiffs must file their papers in support of Class Counsel’s  
22 application for attorneys’ fees and expenses. No later than [insert dates 14 days prior to the  
23 Final Approval Hearing], Plaintiffs must file their papers in support of final approval of the  
24 Settlement Agreement and in response to any objections.

25           9. The Court approves the Class Notice in the Settlement Agreement, including the  
26 manner and content of Direct Notice attached as Exhibits D-E to the Settlement Agreement and

27 80001.0039/10984686.1

[PROPOSED] ORDER GRANTING PLAINTIFFS’ MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING- 3  
(C15-1808 TSZ)

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1 the creation of the Settlement Website, as more fully described in the Settlement Agreement  
2 and attached as Exhibit F thereto. The Court finds that this is the best practicable notice under  
3 the circumstances and is reasonably calculated, under all the circumstances, to apprise the  
4 Settlement Class Members of the pendency of this Action, the terms of the Settlement  
5 Agreement, and their right to object to the Settlement Agreement or exclude themselves from  
6 the Settlement Class. The Court further finds that Direct Notice and the other forms of Class  
7 Notice in the Settlement Agreement are reasonable, constitute due, adequate, and sufficient  
8 notice to all persons entitled to receive notice, and meet the requirements of due process and  
9 Rule 23. The Direct Notice shall be transmitted not less than ninety (45) days after the  
10 entry of this Order.

11 10. Pursuant to the Settlement Agreement, Heffler Claims Group is hereby  
12 appointed as Settlement Administrator and shall be required to perform all of the duties of the  
13 Settlement Administrator as set forth in the Settlement Agreement and this Order.

14 11. Any Settlement Class Member who wishes to be excluded from the  
15 Settlement Class must send a written Request for Exclusion to the Settlement Administrator,  
16 by first-class mail, postage prepaid, to the address provided in the Direct Notice and  
17 Settlement Website. Any such Request for Exclusion must be postmarked no later than  
18 forty-five days (45) days after the Direct Notice is transmitted, which shall be no later than  
19 ninety (90) days after the entry of this Order. To be valid, the Request for Exclusion must: (a)  
20 identify the case name and number; (b) identify the name and address of the Settlement Class  
21 Member; (c) be personally signed by the Settlement Class Member requesting exclusion; and  
22 (d) contain a statement that indicates a desire to be excluded from the Settlement Class in the  
23 Litigation, such as “I hereby request that I be excluded from the proposed Settlement Class in  
24 the Class Action.” Mass or class opt outs shall not be allowed. If the proposed settlement is  
25 approved, any Settlement Class Member who has not submitted a timely, written Request  
26 for Exclusion from the Class shall be bound by all subsequent proceedings, orders, and

27 80001.0039/10984686.1

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING- 4  
(C15-1808 TSZ)

**Williams, Kastner & Gibbs PLLC**  
601 Union Street, Suite 4100  
Seattle, Washington 98101-2380  
(206) 628-6600

1 judgments in this Action, even if he or she has pending, or subsequently initiates, litigation  
2 against Defendant relating to any of the Released Claims to Settlement Agreement.

3 12. Any Settlement Class Member who has not filed a timely written Request for  
4 Exclusion and who complies with the requirements of this Paragraph may comment in  
5 support of, or in opposition to, any aspect of the proposed settlement either on his or her own  
6 or through an attorney hired at his or her expense. Any papers submitted in support of said  
7 objection, shall be received by the Court at the Final Approval Hearing, only if the Person  
8 making an objection shall, on or before the Objection Deadline approved by the Court and  
9 specified in the Notice, file notice of his or her intention to do so and at the same time (a) file  
10 copies of such papers he or she proposes to submit at the Final Approval Hearing with the  
11 Clerk of the Court, (b) file copies of such papers through the Court's CM/ECF system if the  
12 objection is from a Settlement Class Member represented by counsel, who must also file an  
13 appearance, and (c) send copies of such papers via mail, hand, or overnight delivery service to  
14 both Class Counsel and Defense Counsel.

15  
16 **Class Counsel**

17 Rafey S. Balabanian  
18 EDELSON PC  
19 123 Townsend, Suite 100  
20 San Francisco, California 94107  
21 Telephone: (415) 212-9300  
22 Facsimile: (415) 373-9435

23 **Defense Counsel**

24 Kalama M. Lui-Kwan  
25 Erik Kemp  
26 Severson & Werson, A Professional Corporation  
27 One Embarcadero Center, Suite 2600  
San Francisco, CA 94111  
Telephone: (415) 398-3344  
Facsimile: (415) 956-0439

13. The requirements to assert a valid written objection shall require that any  
member of the Settlement Class who intends to object to this Settlement Agreement must

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1 include his or her name and address, include all arguments, citations, and evidence supporting  
2 the objection (including copies of any documents relied on), state that he or she is a Settlement  
3 Class Member, state that he or she paid Convenience Fees to Defendant, the name and contact  
4 information of any and all attorneys representing, advising, or in any way assisting the objector  
5 in connection with the preparation or submission of the objection or who may profit from the  
6 pursuit of the objection; and a statement indicating whether the objector intends to appear at  
7 the Final Approval Hearing either personally or through counsel, who must file an appearance  
8 or seek *pro hac vice* admission, accompanied by the signature of the objecting Settlement Class  
9 Member.

10 14. Any Settlement Class Member who fails to timely file a written objection with  
11 the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance  
12 with the terms of this Order and as detailed in the Notice, and at the same time provide copies  
13 to designated counsel for the Parties, shall not be permitted to object to this Settlement  
14 Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of  
15 this Settlement Agreement by appeal or other means and shall be deemed to have waived his or  
16 her objections and be forever barred from making any such objections in the Action or any  
17 other action or proceeding.

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

21 16. All Settlement Class Members who do not timely exclude themselves from the  
22 Settlement Class are hereby barred from directly or indirectly (i) filing, commencing,  
23 prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit in  
24 any jurisdiction based on or relating to the claims and causes of action, or the facts and  
25 circumstances relating thereto, in this Action and/or the Released Claims (as that term is  
26 defined in the Settlement Agreement); or (ii) organizing any Settlement Class Members into a

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1 separate class for purposes of pursuing as a purported class action any lawsuit (including by  
2 seeking to amend a pending complaint to include class allegations, or seeking class  
3 certification in a pending action) based on or relating to the claims and causes of action, or the  
4 facts and circumstances relating thereto, in this Action and/or the Released Claims.

5 17. This Order shall become null and void, and shall be without prejudice to the  
6 rights of the Parties, all of whom shall be restored to their respective positions existing  
7 immediately before this Court entered this Order, if (i) the proposed Settlement is not finally  
8 approved by the Court, or does not become Final (as defined in the Settlement Agreement),  
9 pursuant to the terms of the Settlement Agreement; or (ii) the Settlement Agreement is  
10 terminated pursuant to the terms of the Settlement Agreement for any reason. In such event,  
11 and except as provided therein, the proposed Settlement and Settlement Agreement shall  
12 become null and void and be of no further force and effect; the certification of the Settlement  
13 Class for settlement purposes shall be automatically vacated; neither the Settlement Agreement  
14 nor the Court's Orders, including this Order, shall be used or referred to for any purpose  
15 whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments,  
16 and defenses with respect to class certification.

17 18. This Order shall be of no force and effect if the Settlement does not become  
18 final and shall not be construed or used as an admission, concession, or declaration by or  
19 against Defendant of any fault, wrongdoing, breach, or liability, or by or against Plaintiff or the  
20 Settlement Class Members that their claims lack merit or that the relief requested in the Class  
21 Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by any party  
22 of any defenses they may have.

23 19. The Court authorizes the Parties to take all necessary and appropriate steps to  
24 implement the Settlement Agreement.

25  
26  
27 80001.0039/10984686.1

[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING- 7  
(C15-1808 TSZ)

**Williams, Kastner & Gibbs PLLC**  
601 Union Street, Suite 4100  
Seattle, Washington 98101-2380  
(206) 628-6600



1 DONE and ORDERED in Chambers in Seattle, Washington, this \_\_\_\_\_ day of  
2 \_\_\_\_\_, 2018.  
3

4 \_\_\_\_\_  
5 THOMAS S. ZILLY  
6 UNITED STATES DISTRICT JUDGE

7 cc: All Counsel of Record  
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[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION  
FOR PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, CERTIFYING CLASS FOR SETTLEMENT  
PURPOSES, DIRECTING THE ISSUANCE OF CLASS NOTICE,  
AND SCHEDULING A FINAL APPROVAL HEARING- 8  
(C15-1808 TSZ)

**Williams, Kastner & Gibbs PLLC**  
601 Union Street, Suite 4100  
Seattle, Washington 98101-2380  
(206) 628-6600

# **Exhibit D**

**UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON**  
*Garcia v. Nationstar Mortgage LLC*, Case No. 2:15-cv-01808 TSZ

**IF YOU PAID A CONVENIENCE FEE WHEN MAKING A MORTGAGE PAYMENT TO NATIONSTAR MORTGAGE LLC YOU ARE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.**

*A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.*

- A Settlement has been reached in a class action lawsuit claiming that Defendant Nationstar Mortgage LLC, a residential mortgage servicing company, charged customers making their mortgage payments online or over the phone convenience fees that were not authorized by their loan agreements in violation of the Fair Debt Collection Practices Act and Washington law.
- You are included if you are one of the approximately 182,295 United States residents from November 17, 2014 to [Preliminary Approval Date] and/or 6,098 Washington State residents from November 11, 2011 and [Preliminary Approval Date] who were charged convenience fees for making over-the-phone or online payments to Nationstar when making their residential mortgages, and when those debts were at least 30 days past due when Nationstar began servicing them.
- Persons included in the Settlement will be eligible to receive a *pro rata* (meaning equal) share of the Settlement Fund based on the number of payments you made for which you were charged a convenience fee.
- Read this notice carefully. Your legal rights are affected whether you act or don't act.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	This is the only way to receive a payment.
<b>EXCLUDE YOURSELF</b>	You will receive no benefits, but you will retain any rights you currently have to sue Nationstar about the claims in this case.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Settlement.
<b>DO NOTHING</b>	You won't get a share of the Settlement benefits and will give up your rights to sue Nationstar about the claims in this case.

Your rights and options—**and the deadlines to exercise them**—are explained in this Notice.

## BASIC INFORMATION

### 1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The Honorable Thomas S. Zilly of the U.S. District Court for the Western District of Washington, is overseeing this case. The case is called *Garcia v. Nationstar Mortgage LLC*, Case No. 2:15-cv-01808 TSZ. The person who has filed suit, Juanita Garcia, is called the Plaintiff. The Defendant is Nationstar Mortgage LLC.

### 2. What is a class action?

In a class action, one or more people called class representatives (in this case, Juanita Garcia) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

### 3. What is this lawsuit about?

This lawsuit claims that Nationstar violated the federal Fair Debt Collection Practices Act and Washington state Collection Agency Act by charging consumers paying their mortgage payments online or over the phone extra convenience fees when those charges were not authorized by their loan agreements. Nationstar denies it violated any law. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

### 4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or the Defendant should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and class members will get compensation sooner rather than, if at all, after the completion of a trial.

## WHO’S INCLUDED IN THE SETTLEMENT?

### 5. How do I know if I am in the Settlement Class?

The Court decided that everyone who fits the following description are members of the **Settlement Class**:

The approximately 182,295 United States residents from November 17, 2014 to [Preliminary Approval Date] and/or 6,098 Washington State residents from November 11, 2011 and [Preliminary Approval Date] who were charged convenience fees for making over-the-phone or online payments to Nationstar for their residential mortgages, and when those debts were at least 30 days past due when Nationstar began servicing them.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

**Monetary Relief:** Defendants have created a Settlement Fund totaling \$3,875,000.00. Class member payments, as well as the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees and an award to the Class Representative will also come out of this fund (*see* Question 13).

**Ongoing Protections:** In addition to this monetary relief, Nationstar has agreed to inform consumers of all fees it charges and represents that it has ceased charging convenience fees to make payments online.

A detailed description of the Settlement benefits can be found in the Settlement Agreement. [insert hyperlink]

### 7. How much will my payment be?

If you are member of the Settlement Class you may submit a Claim Form to receive a portion of the Settlement Fund. Each Class Member who files a valid claim will receive a proportionate share of the Settlement Fund based on the number of times they were charged a convenience fee when making mortgage payments. The amount of this payment will depend on how many of the class members file valid claims and how many times each class member was charged a convenience fee.

### 8. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for [Final Approval Hearing Date]. If the Court approves the Settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment within 90 days of the Final Approval Hearing (*see* Question 19) in the form of a check, and all checks will expire and become void 90 days after they are issued.

## HOW TO GET BENEFITS

### 9. How do I get a payment?

If you are a Class Member and you want to get a payment, you must complete and submit a Claim Form by **[Claims Deadline]**. Claim Forms can be found and submitted online or you may received a Claim Form in the mail as a postcard attached to a summary of this notice. To submit a Claim Form online or to request a paper copy, go to **[Settlement Website]** or call toll free, **1-800-000-0000**.

We encourage you to submit your claim online. Not only is it easier and more secure, but it is completely free and takes only minutes!

## REMAINING IN THE SETTLEMENT

### 10. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue Nationstar for the claims being resolved by this Settlement related to the convenience fees. The specific claims you are giving up against Nationstar are described in the Settlement Agreement. You will be “releasing” Nationstar as described in Section 10 of the Settlement Agreement. Unless you exclude yourself (*see* Question 14), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 12 for free or you can, of course, talk to your own lawyer if you have questions about what this means.

### 11. What happens if I do nothing at all?

If you do nothing, you won’t get any benefits from this Settlement. But, unless you exclude yourself, you won’t be able to start a lawsuit or be part of any other lawsuit against Nationstar for the claims being resolved by this Settlement.

## THE LAWYERS REPRESENTING YOU

### 12. Do I have a lawyer in the case?

The Court has appointed Rafey S. Balabanian of Edelson PC and D. Frank Davis of Davis & Norris, LLP to be the attorneys representing the Settlement Class. They are called “Class Counsel.” They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the

Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

**13. How will the lawyers be paid?**

Nationstar has agreed to pay Class Counsel attorneys' fees and costs in an amount to be determined by the Court. The fee petition will seek no more than twenty-five percent (25%) of the Settlement Fund, plus reimbursement of their costs and expenses; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Class Counsel will file their motion for attorney's fees no later than \_\_\_\_\_ [insert date 14 days before objection deadline], and a copy of the motion will be available at [Settlement Website].

Subject to approval by the Court, Nationstar has agreed to pay the Class Representative a reasonable amount to be determined by the Court. This will be paid from the Settlement Fund for her services in helping to bring and settle this case.

**EXCLUDING YOURSELF FROM THE SETTLEMENT**

**14. How do I get out of the Settlement?**

To exclude yourself from the Settlement, you must mail or otherwise deliver a letter (or request for exclusion) stating that you want to be excluded from the settlement in *Garcia v. Nationstar Mortgage LLC*, Case No. 2:15-cv-01808 TSZ. Your letter or request for exclusion must also include your name, your address, a statement that you meet were charged a convenience fee for paying your home mortgage to Nationstar over the phone or online, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than [objection/exclusion deadline] to:

Nationstar Convenience Fee Settlement  
0000 Street  
City, ST 00000

**15. If I don't exclude myself, can I sue the Defendant for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Nationstar for the claims being resolved by this Settlement.

**16. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, do not submit a Claim Form to ask for benefits.

## OBJECTING TO THE SETTLEMENT

### 17. How do I object to the Settlement?

If you're a class member, you can object to the Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Garcia v. Nationstar Mortgage LLC*, Case No. 2:15-cv-01808 TSZ and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. If you have a lawyer, they must file an appearance and submit your objection through the court's e-filing system. Your letter or brief must also include your name, your address, the basis upon which you claim to be a class member (including a statement that you were charged a convenience fee for paying your home mortgage payment to Nationstar over the phone or online), the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. You must also mail or deliver a copy of your letter or brief to Class Counsel and Nationstar's Counsel listed below.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 21), you must say so in your letter or brief. File the objection with the Court and mail a copy to these two different places postmarked no later than **[objection deadline]**.

Court	Class Counsel	Defendants' Counsel
The Hon. Thomas S. Zilly Suite 15206, United States District Court, 700 Stewart Street, Seattle, WA 98101	Rafey S. Balabanian Edelson PC 123 Townsend Street San Francisco, CA 94107	Kalama M. Lui-Kwan Severson & Werson, PC One Embarcadero Center, Suite 2600 San Francisco, CA 94111

### 18. What's the difference between objecting and excluding myself from the Settlement?

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

## THE COURT'S FINAL APPROVAL HEARING

### 19. When and where will the Court decide whether to approve the Settlement?



The Court will hold the Final Approval Hearing at [time] on **Month 00, 2018** in Courtroom 15206 at the United States District Court, 700 Stewart Street, Seattle, Washington. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for a case contribution award to the Class Representative. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [Settlement Website] or call **1-800-000-0000**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

#### **20. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

#### **21. May I speak at the hearing?**

Yes. You may ask the Court for permission to speak at the final hearing to determine the Settlement's fairness. To do so, you must include in your letter or brief objecting to the Settlement a statement saying that it is your "Notice of Intent to Appear in United States District Court, 700 Stewart Street, Seattle, Washington." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 17.

### **GETTING MORE INFORMATION**

#### **22. Where do I get more information?**

This Notice summarizes the Settlement. More details are in the Settlement Agreement and [Settlement Website]. You can get a copy of the Settlement Agreement at [Settlement Website] You may also write with questions to **Nationstar Convenience Fee Settlement, P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at 1-866-354-3015, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website.

# **Exhibit E**

From: [NationstarConvenienceFeeSettlement@SettlementWebsite.com](mailto:NationstarConvenienceFeeSettlement@SettlementWebsite.com)  
To: JonQClassMember@domain.com  
Re: Legal Notice of Class Action Settlement--*Garcia v. Nationstar Mortgage LLC*, Case No. 2:15-cv-01808 TSZ (W.D. Wash.)

**Our Records Indicate You Paid a Convenience Fee When Making a Mortgage Payment to Nationstar Mortgage LLC and Are Entitled to a Payment from a Class Action Settlement.**

This notice is to inform you that a Settlement has been reached in a class action lawsuit claiming that Defendant Nationstar Mortgage LLC, a mortgage loan servicing company, charged customers making their residential mortgage payments online or over the phone convenience fees that were not authorized by their loan agreements in violation of the Fair Debt Collection Practices Act and Washington law. Nationstar denies it violated any law, but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?** Our records indicate you may be a Class Member. Class Members are approximately 182,295 United States residents from November 17, 2014 to [\[Preliminary Approval Date\]](#) and/or 6,098 Washington State residents from November 11, 2011 to [\[Preliminary Approval Date\]](#) who were charged convenience fees for making over-the-phone or online payments to Nationstar for their residential mortgages, and when those debts were at least 30 days past due when Nationstar began servicing them.

**What Can I Get?** If the Settlement is approved by the Court, Nationstar will establish a Settlement Fund of \$3,875,000 to pay all valid claims submitted by the Class, together with notice and administration expenses, attorneys' fees and costs, and an incentive award. If you are entitled to relief, you may submit a Claim Form to receive a *pro rata* (meaning equal) share of the Settlement Fund based on the number of payments you made for which you were charged a convenience fee.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **no later than [\[claims deadline\]](#)**. You can file a claim by clicking [\[link to Claim Form on Settlement Website.\]](#) Your payment will come by check.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator no later than [\[objection/exclusion deadline\]](#). If you exclude yourself, you cannot get a Settlement payment, but you keep any rights you may have to sue Nationstar over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than [\[objection/exclusion deadline\]](#). Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [\[Settlement Website\]](#). If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Nationstar relating to the alleged convenience fees will be released.

**Who Represents Me?** The Court has appointed lawyers Rafey S. Balabanian of Edelson PC and D. Frank Davis of Davis & Norris, LLP to represent the Class. These attorneys are called Class

Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [redacted] .m. on [Final Approval Hearing Date] at Suite 15206, United States District Court, 700 Stewart Street, Seattle, Washington. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the class representative an award from the Settlement Fund for their service in helping to bring and settle this case. Nationstar has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than 25% of the Settlement Fund, but the Court may award less than this amount. Class Counsel will file their motion for attorney's fees no later than [redacted] [insert date 14 days before objection deadline], and a copy of the motion will be available at [Settlement Website].

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [Settlement Website], contact the Settlement Administrator at 1- [redacted] - [redacted] - [redacted] or Nationstar Convenience Fee Settlement Administrator, [address], or call Class Counsel at 1-866-354-3015.

# **Exhibit F**

Nationstar Convenience Fee Settlement  
Settlement Administrator  
P.O. Box 0000  
City, ST 00000-0000

OUR RECORDS  
INDICATE YOU PAID A  
CONVENIENCE FEE  
WHEN MAKING A  
MORTGAGE PAYMENT  
TO NATIONSTAR  
MORTGAGE LLC AND  
ARE ENTITLED TO A  
PAYMENT FROM A  
CLASS ACTION  
SETTLEMENT.



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»  
«C/O»  
«Addr1» «Addr2»  
«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

**NATIONSTAR CONVENIENCE FEE SETTLEMENT CLAIM FORM**

THIS CLAIM FORM MUST BE POSTMARKED BY **[CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Contact Phone #: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_ (You may be contacted if further information is required.)

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

I made an online or over-the-phone residential mortgage payment to Nationstar and was charged a convenience fee and was a Washington State resident between November 17, 2011 and [Preliminary Approval Date] and/or a United States resident between November 17, 2014 and [Preliminary Approval Date]. The debt was at least 30 days past due when Nationstar began servicing it.

All information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print Name: \_\_\_\_\_

The Settlement Administrator will review your Claim Form; if accepted you will be mailed a check for a *pro rata* (meaning equal) share of the Settlement Fund based on the number of times you were charged a convenience fee. This process takes time, please be patient.

**Questions, visit **[Settlement Website]** or call **[Settlement Administrator's Number]****

A Settlement has been reached in a class action lawsuit claiming that Defendant Nationstar Mortgage LLC, a mortgage loan servicing company, charged customers making their mortgage payments online or over the phone convenience fees that were not authorized by their loan agreements in violation of the Fair Debt Collection Practices Act and Washington law. Nationstar denies it violated any law, but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the case.

**Am I a Class Member?** Our records indicate you may be a Class Member. Class Members are approximately 182,295 United States residents from November 17, 2014 to [Preliminary Approval Date] and/or 6,098 Washington State residents from November 11, 2011 to [Preliminary Approval Date] who were charged convenience fees for making over-the-phone or online payments to Nationstar for their residential mortgages, and when those debts were at least 30 days past due when Nationstar began servicing them.

**What Can I Get?** If the Settlement is approved by the Court, Nationstar will establish a Settlement Fund of \$3,875,000 to pay all valid claims submitted by the Settlement Class, together with notice and administration expenses, attorneys' fees and costs, and an incentive award. If you are entitled to relief, you may submit a claim to receive a *pro rata* (meaning equal) share of the Settlement Fund based on the number of payments you made for which you were charged a convenience fee.

**How Do I Get a Payment?** You must submit a timely and complete Claim Form **no later than [claims deadline]**. A Claim Form is attached to this Notice or you can file one online at [Settlement Website]. Your payment will come by check.

**What are My Other Options?** You may exclude yourself from the Class by sending a letter to the Settlement Administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a Settlement payment, but you keep any rights you may have to sue Nationstar over the legal issues in the lawsuit. You and/or your lawyer have the right to appear before the Court and/or object to the proposed Settlement. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [Settlement Website]. If you file a claim or do nothing, and the Court approves the Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against Nationstar relating to the convenience fees will be released.

**Who Represents Me?** The Court has appointed lawyers Rafey S. Balabanian of Edelson PC and D. Frank Davis of Davis & Norris, LLP to represent the Class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

**When Will the Court Consider the Proposed Settlement?** The Court will hold the Final Approval Hearing at [ ] .m. on [Final Approval Hearing Date] at Suite 15206, United States District Court, 700 Stewart Street, Seattle, Washington. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the class representative an award from the Settlement Fund for her service in helping to bring and settle this case. Nationstar has agreed to pay Class Counsel reasonable attorneys' fees in an amount to be determined by the Court. Class Counsel will seek no more than 25% of the Settlement Fund, but the Court may award less than this amount. Class Counsel will file their motion for attorney's fees no later than [insert date 14 days before objection deadline], and a copy of the motion will be available at [Settlement Website].

**How Do I Get More Information?** For more information, including the full Notice, Claim Form and Settlement Agreement go to [Settlement Website], contact the Settlement Administrator at 1- - - or Nationstar Convenience Fee Settlement Administrator, [address], or call Class Counsel at 1-866-354-3015.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Nationstar Convenience Fee Settlement Administrator  
c/o [Settlement Administrator]  
PO Box 0000  
City, ST 00000-0000

XXX



The Honorable Thomas S. Zilly

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on  
behalf of all others similar situated,

Plaintiff,

vs.

NATIONSTAR MORTGAGE LLC, a  
Delaware limited liability company,

Defendant.

No. C15-1808 TSZ

**[Proposed] ORDER GRANTING  
PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
ACTION SETTLEMENT, CERTIFYING  
CLASS FOR SETTLEMENT PURPOSES,  
DIRECTING THE ISSUANCE OF CLASS  
NOTICE, AND SCHEDULING A FINAL  
APPROVAL HEARING**

NOTE ON MOTION CALENDAR:  
Friday, December 29, 2017

Upon review and consideration of Plaintiff’s Motion for Preliminary Approval of Class Certification and Class Action Settlement, including the parties’ Stipulation and Settlement Agreement (the “Settlement Agreement”) and all exhibits thereto, and having been fully advised in the premises, it is HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court has carefully reviewed the Settlement Agreement, as well as the files, records, and proceedings to date in this matter. The terms and conditions in the Settlement Agreement are hereby incorporated as though fully set forth in this Order, and, unless otherwise indicated, capitalized terms in this Order shall have the meanings attributed to them in the Settlement Agreement.

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[Proposed] ORDER GRANTING PL.’S MOT.  
FOR PRELIMINARY APPROVAL  
No. C15-1808 TSZ

1           2.       The Court has conducted an evaluation of the settlement set forth in the  
2 Settlement Agreement for fairness, adequacy, and reasonableness. Based on this preliminary  
3 evaluation, the Court finds that the Settlement Agreement meets all applicable requirements of  
4 Fed. R. Civ. P. 23 for settlement purposes only. The Court further finds that: (i) there is good  
5 cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement  
6 Agreement has been negotiated at arm’s length between experienced attorneys familiar with the  
7 legal and factual issues of this case and was reached with the assistance of John Bates, Esq. of  
8 JAMS, and (iii) the Settlement Agreement warrants Notice of its material terms to the Settlement  
9 for their consideration and reaction. Therefore, the Court grants preliminary approval of the  
10 Settlement Agreement.

11           4.       Pursuant to Fed. R. Civ. P. 23(b)(3), and for settlement purposes only, the Court  
12 finds that: (a) the proposed Settlement Class is so numerous that joinder of all members is  
13 impracticable; (b) There are questions of law or fact common to the members of the Settlement  
14 Class; (c) The claims of the Plaintiff are typical of the claims of the other members of the  
15 Settlement Class; (d) Plaintiff is capable of fairly and adequately protecting the interests of the  
16 members of the Settlement Class, in connection with the Settlement Agreement; (e) Common  
17 questions of law and fact predominate over questions affecting only individual members of the  
18 Settlement Class; (f) The Settlement Class is ascertainable; (g) Resolution of the claims in this  
19 Litigation by way of a class action is superior to other available methods for the fair and efficient  
20 resolution of the claims of the Settlement Class.

21           5.       Pursuant to Fed. R. Civ. P. 23(b)(3), and for settlement purposes only, the Court  
22 certifies the proposed “Settlement Class” consisting of: (1) all individuals in the United States  
23 who, from November 17, 2014 to the date of preliminary approval of the settlement, made a  
24 payment to Nationstar on a residential mortgage debt over the phone or online that included a fee  
25 charged by Nationstar for using the phone or internet, and whose debt had not been current for  
26 30 or more consecutive days at the time Nationstar began servicing it (“FDCPA Settlement  
27 Class”); and (2) all individuals in Washington state who, from November 17, 2011 to the date of

1 preliminary approval of the settlement made a payment to Nationstar on a residential mortgage  
2 debt over the phone or online that included a fee charged by Nationstar for using the phone or  
3 internet, and whose debt had not been current for 30 or more consecutive days at the time  
4 Nationstar began servicing it (“CPA Settlement Class”). Excluded from the Settlement Class are:  
5 (i) individuals who are or were officers or directors of the Defendant or any of their respective  
6 affiliates; (ii) any justice, judge, or magistrate judge of the United States or any State, their  
7 spouses, and persons within the third degree of relationship to either of them, or the spouses of  
8 such persons; and, (iii) all individuals who file a timely and proper request to be excluded from  
9 the Settlement Class.

10 6. For settlement purposes only, the Court hereby approves the appointment of  
11 Plaintiff Juanita Garcia as representative of the Settlement Class.

12 7. For settlement purposes only, the Court hereby approves the appointment of the  
13 following attorneys as Class Counsel and finds that they are competent and capable of exercising  
14 the responsibilities of Class Counsel: Rafey S. Balabanian of Edelson PC and D. Frank Davis of  
15 Davis & Norris, LLP.

16 8. A hearing regarding final approval of the Settlement (“Final Approval Hearing”)  
17 will be held at :00 \_\_\_\_m. on \_\_\_\_\_, 2018 in  
18 \_\_\_\_\_ before the Honorable Thomas S. Zilly, to determine,  
19 among other things: (i) final approval of the Settlement Agreement should be granted and (ii)  
20 Class Counsel’s application for attorney’s fees and expenses and an incentive award to the Class  
21 Representatives should be granted. No later than [insert dates 14 days prior to the  
22 **Objection/Claims Deadline**], Plaintiffs must file their papers in support of Class Counsel’s  
23 application for attorneys’ fees and expenses. No later than [insert dates 14 days prior to the **Final**  
24 **Approval Hearing**], Plaintiffs must file their papers in support of final approval of the Settlement  
25 Agreement and in response to any objections.

26 9. The Court approves the Class Notice in the Settlement Agreement, including the  
27 manner and content of Direct Notice attached as Exhibits D-E to the Settlement Agreement and

1 the creation of the Settlement Website, as more fully described in the Settlement Agreement and  
2 attached as Exhibit F thereto. The Court finds that this is the best practicable notice under the  
3 circumstances and is reasonably calculated, under all the circumstances, to apprise the  
4 Settlement Class Members of the pendency of this Action, the terms of the Settlement  
5 Agreement, and their right to object to the Settlement Agreement or exclude themselves from the  
6 Settlement Class. The Court further finds that Direct Notice and the other forms of Class Notice  
7 in the Settlement Agreement are reasonable, constitute due, adequate, and sufficient notice to all  
8 persons entitled to receive notice, and meet the requirements of due process and Rule 23. The  
9 Direct Notice shall be transmitted not less than ninety (90) days after the entry of this  
10 Order.

11           10. Pursuant to the Settlement Agreement, Heffler Claims Group is hereby appointed  
12 as Settlement Administrator and shall be required to perform all of the duties of the Settlement  
13 Administrator as set forth in the Settlement Agreement and this Order.

14           11. Any Settlement Class Member who wishes to be excluded from the Settlement  
15 Class must send a written Request for Exclusion to the Settlement Administrator, by first-class  
16 mail, postage prepaid, to the address provided in the Direct Notice and Settlement Website.  
17 Any such Request for Exclusion must be postmarked no later than forty-five days (45) days  
18 after the Direct Notice is transmitted, which shall be no later than ninety (90) days after the  
19 entry of this Order. To be valid, the Request for Exclusion must: (a) identify the case name and  
20 number; (b) identify the name and address of the Settlement Class Member; (c) be personally  
21 signed by the Settlement Class Member requesting exclusion; and (d) contain a statement that  
22 indicates a desire to be excluded from the Settlement Class in the Litigation, such as “I hereby  
23 request that I be excluded from the proposed Settlement Class in the Class Action.” Mass or  
24 class opt outs shall not be allowed. If the proposed settlement is approved, any Settlement  
25 Class Member who has not submitted a timely, written Request for Exclusion from the Class  
26 shall be bound by all subsequent proceedings, orders, and judgments in this Action, even if he  
27 or she has pending, or subsequently initiates, litigation against Defendant relating to any of

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1 the Released Claims to Settlement Agreement.

2 12. Any Settlement Class Member who has not filed a timely written Request for  
3 Exclusion and who complies with the requirements of this Paragraph may comment in support  
4 of, or in opposition to, any aspect of the proposed settlement either on his or her own or  
5 through an attorney hired at his or her expense. Any papers submitted in support of said  
6 objection, shall be received by the Court at the Final Approval Hearing, only if the Person  
7 making an objection shall, on or before the Objection Deadline approved by the Court and  
8 specified in the Notice, file notice of his or her intention to do so and at the same time (a) file  
9 copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk  
10 of the Court, (b) file copies of such papers through the Court's CM/ECF system if the objection  
11 is from a Settlement Class Member represented by counsel, who must also file an appearance,  
12 and (c) send copies of such papers via mail, hand, or overnight delivery service to both Class  
13 Counsel and Defense Counsel.

14  
15 **Class Counsel**

16 Rafey S. Balabanian  
17 EDELSON PC  
18 123 Townsend, Suite 100  
19 San Francisco, California 94107  
20 Telephone: (415) 212-9300  
21 Facsimile: (415) 373-9435

22 **Defense Counsel**

23 Kalama M. Lui-Kwan  
24 Erik Kemp  
25 SEVERSON & WERSON, A Professional Corporation  
26 One Embarcadero Center, Suite 2600  
27 San Francisco, CA 94111  
Telephone: (415) 398-3344  
Facsimile: (415) 956-0439

13. The requirements to assert a valid written objection shall require that any member  
of the Settlement Class who intends to object to this Settlement Agreement must include his or  
her name and address, include all arguments, citations, and evidence supporting the objection

1 (including copies of any documents relied on), state that he or she is a Settlement Class Member,  
2 state that he or she paid Convenience Fees to Defendant, the name and contact information of  
3 any and all attorneys representing, advising, or in any way assisting the objector in connection  
4 with the preparation or submission of the objection or who may profit from the pursuit of the  
5 objection; and a statement indicating whether the objector intends to appear at the Final  
6 Approval Hearing either personally or through counsel, who must file an appearance or seek *pro*  
7 *hac vice* admission, accompanied by the signature of the objecting Settlement Class Member.

8       14. Any Settlement Class Member who fails to timely file a written objection with the  
9 Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with  
10 the terms of this Order and as detailed in the Notice, and at the same time provide copies to  
11 designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement  
12 at the Final Approval Hearing, and shall be foreclosed from seeking any review of this  
13 Settlement Agreement by appeal or other means and shall be deemed to have waived his or her  
14 objections and be forever barred from making any such objections in the Action or any other  
15 action or proceeding.

16       15. If the Settlement is finally approved, all Settlement Class Members who have not  
17 filed a timely and proper Request for Exclusion shall release the Released Persons from all  
18 Released Claims, as described in Section 10 of the Settlement Agreement.

19       16. All Settlement Class Members who do not timely exclude themselves from the  
20 Settlement Class are hereby barred from directly or indirectly (i) filing, commencing,  
21 prosecuting, intervening in, or participating in (as class members or otherwise), any lawsuit in  
22 any jurisdiction based on or relating to the claims and causes of action, or the facts and  
23 circumstances relating thereto, in this Action and/or the Released Claims (as that term is defined  
24 in the Settlement Agreement); or (ii) organizing any Settlement Class Members into a separate  
25 class for purposes of pursuing as a purported class action any lawsuit (including by seeking to  
26 amend a pending complaint to include class allegations, or seeking class certification in a  
27 pending action) based on or relating to the claims and causes of action, or the facts and

1 circumstances relating thereto, in this Action and/or the Released Claims.

2 17. This Order shall become null and void, and shall be without prejudice to the  
3 rights of the Parties, all of whom shall be restored to their respective positions existing  
4 immediately before this Court entered this Order, if (i) the proposed Settlement is not finally  
5 approved by the Court, or does not become Final (as defined in the Settlement Agreement),  
6 pursuant to the terms of the Settlement Agreement; or (ii) the Settlement Agreement is  
7 terminated pursuant to the terms of the Settlement Agreement for any reason. In such event,  
8 and except as provided therein, the proposed Settlement and Settlement Agreement shall  
9 become null and void and be of no further force and effect; the certification of the Settlement  
10 Class for settlement purposes shall be automatically vacated; neither the Settlement Agreement  
11 nor the Court's Orders, including this Order, shall be used or referred to for any purpose  
12 whatsoever; and the Parties shall retain, without prejudice, any and all objections, arguments,  
13 and defenses with respect to class certification.

14 18. This Order shall be of no force and effect if the Settlement does not become final  
15 and shall not be construed or used as an admission, concession, or declaration by or against  
16 Defendant of any fault, wrongdoing, breach, or liability, or by or against Plaintiff or the  
17 Settlement Class Members that their claims lack merit or that the relief requested in the Class  
18 Complaint in this Action is inappropriate, improper, or unavailable, or as a waiver by any party  
19 of any defenses they may have.

20 19. The Court authorizes the Parties to take all necessary and appropriate steps to  
21 implement the Settlement Agreement.

22 ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.  
23

24 \_\_\_\_\_  
25 THE HON. THOMAS S. ZILLY  
26 UNITED STATES DISTRICT JUDGE

27 cc: All Counsel of Record

The Honorable Thomas S. Zilly

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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

JUANITA GARCIA, individually and on behalf  
of all others similarly situated,  
  
Plaintiff,  
  
v.  
  
NATIONSTAR MORTGAGE LLC, a Delaware  
limited liability company,  
  
Defendant.

NO. C15-1808 TSZ

**DECLARATION OF BENJAMIN H.  
RICHMAN IN SUPPORT OF  
PLAINTIFF’S MOTION FOR  
PRELIMINARY APPROVAL OF CLASS  
CERTIFICATION AND CLASS ACTION  
SETTLEMENT**

NOTE ON MOTION CALENDAR:  
Friday, December 29, 2017.

Pursuant to 18 U.S.C. § 1746, I, Benjamin H. Richman, hereby declare as follows:

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois, and have been admitted to practice *pro hac vice* before this Court for purposes of this action. I am entering this declaration in support of Plaintiff Juanita Garcia’s Motion for Preliminary Approval of Class Certification and Class Action Settlement. This declaration is based upon my personal knowledge, except where expressly noted otherwise. If called upon to testify to the matters stated herein, I could and would competently do so.

2. I am the Managing Partner of the Chicago office of Edelson PC, which has been retained to act as co-counsel for Plaintiff Juanita Garcia and the putative class in this action.



1           3.       The proposed settlement now before the Court is the result of years' worth of  
2 contentious litigation, including extensive written and oral discovery, and motion practice. On  
3 the discovery front, over the course of the litigation the parties engaged in substantial formal and  
4 informal discovery, including the exchange of written interrogatories and document requests, the  
5 production of thousands of pages of documents, as well as depositions of Plaintiff Garcia and  
6 key personnel at Defendant Nationstar. From that discovery, the parties gathered and analyzed  
7 information material not only to their substantive legal positions in the litigation, but to the  
8 ultimate resolution of this case. Among other things, discovery revealed that approximately  
9 188,400 individuals were subject to the debt-collection practices at issue, the nature and form of  
10 the convenience fees charged by Nationstar, Nationstar's disclosure of those fees (or alleged lack  
11 thereof), and the like. It was this information that the parties used to brief numerous substantive  
12 issues in the case, not the least of which were Plaintiff's request for adversarial class certification  
13 and their respective positions heading into a private mediation (described further below).  
14 Ultimately, it was this discovery and the parties extensive vetting of the issues in the case  
15 (through briefing and other litigation) that allowed them to sufficiently evaluate the strengths and  
16 weaknesses of their respective positions and led them to the belief that they possessed the  
17 information necessary to reach a fair and reasonable compromise of the claims at issue.

18           4.       That said, the parties were not able to reach a resolution all on their own. Instead,  
19 in July 2017, the parties engaged mediator John Bates, Jr. of JAMS (San Francisco) to assist  
20 them in their settlement discussions. After making extensive written submissions to Mr. Bates  
21 (which they shared with each other), the parties participated in a full-day mediation in San  
22 Francisco. Despite their good faith efforts and making significant progress, the parties did not  
23 ultimately reach a resolution that day.

24           5.       Rather, at the close of the mediation session, Mr. Bates submitted a mediator's  
25 proposal as to certain material terms of the proposed settlement. After careful consideration and  
26 analysis, both sides ultimately accepted the mediator's proposal and got to work on negotiating  
27

1 the remaining terms of a fulsome written settlement agreement. Through arm's-length  
2 negotiations over the course of the next several months, the parties were able to come to a  
3 complete agreement as to the resolution of this matter, consistent with Mr. Bates's mediator's  
4 proposal, and in the form now before the Court.

5 6. It's also important to note that Plaintiff Juanita Garcia has at all times  
6 demonstrated her willingness to vigorously prosecute this case on her own behalf and on behalf  
7 of her fellow settlement class members. Indeed, Ms. Garcia has been actively engaged in the  
8 matter from inception through the present: assisting with the review of documents filed with the  
9 Court, reviewing and responding to extensive written discovery, preparing and sitting for her  
10 own deposition, and weighing in with her views of the proposed settlement and its  
11 documentation. All of her efforts have required significant time commitments, which included  
12 time away from her family and personal obligations, as well as tailoring her work schedule to the  
13 needs of the case. Without Ms. Garcia's involvement, the settlement now before the Court would  
14 not have been achieved.

15 7. For their part, proposed class counsel has extensive experience litigating complex  
16 class actions, and have at all times devoted the time and other resources necessary to advance the  
17 interests of the proposed settlement class. They are well-qualified and experienced members of  
18 the plaintiffs' bar who regularly engage in consumer class actions involving similar issues and of  
19 similar size, scope, and complexity as the present case. (See Firm Resume of Edelson PC,  
20 attached as Exhibit A.) Further, they have frequently been appointed class counsel by courts  
21 throughout the country, and as evidenced by their pursuit of the litigation thus far, have the  
22 resources necessary to conduct litigation of this nature.

23 8. To that end, proposed class counsel has already spent significant time, effort and  
24 other resources investigating the case, identifying the claims asserted, prosecuting the case  
25 through all phases of litigation, and ultimately negotiating a settlement that provides substantial  
26 benefits to the proposed settlement class. And they will continue to devote the resources  
27

1 necessary to see this case through approval of the proposed settlement or its final disposition  
2 otherwise.

3 9. Finally, while Plaintiff and proposed class counsel are confident the class would  
4 be able to obtain adversarial class certification and ultimately prevail at trial, they are mindful  
5 that the expense, duration, and complexity of protracted litigation is nevertheless substantial and  
6 the outcome at trial can never be guaranteed. Moreover, even if Plaintiff and the class were  
7 successful on all fronts—certifying a class and maintaining certification through trial, and  
8 obtaining a judgment against Nationstar—Nationstar would inevitably appeal some or all the  
9 rulings against, thus further delaying (or altogether preventing) the class from obtaining any  
10 relief.

11 10. Thus, comparing the benefits secured under the proposed settlement—which  
12 provides both significant injunctive and monetary relief for the class—with the risks inherent in  
13 ongoing litigation of this nature, Plaintiff and proposed class counsel are of the belief that the  
14 proposed settlement can be appropriately approved as a fair, reasonable, and adequate  
15 compromise of the claims at issue.

16 I declare under penalty of perjury that the foregoing is true and correct.

17 Executed on December 11, 2017 at Chicago, Illinois.

18 /s/ Benjamin H. Richman

19 Benjamin H. Richman

20  
21  
22 Certificate of Service

23 I certify that, on the date stamped above, I caused this declaration and exhibit to be filed  
24 with the Clerk of the Court via the CM/ECF system, which will cause notification of filing to be  
25 emailed to counsel of record for all parties.

26 s/ Cliff Cantor, WSBA # 17893

# **Exhibit A**

## EDELSON PC FIRM RESUME

EDELSON PC is a plaintiffs' class and mass action firm with attorneys in Illinois and California.

Our attorneys have been recognized as leaders in these fields by state and federal courts, legislatures, national and international media groups, and our peers. Our reputation has led state and federal courts across the country to appoint us lead counsel in many high-profile cases, including in cutting-edge privacy class actions against comScore, Netflix, Time, Microsoft, and Facebook; Telephone Consumer Protection Act class actions against technology, media, and retail companies such as Google, Twentieth Century Fox, Simon & Schuster, and Steve Madden; data security class actions against LinkedIn, Advocate Hospitals, and AvMed; banking cases related to reductions in home equity lines of credit against Citibank, Wells Fargo, and JP Morgan Chase; fraudulent marketing cases against software companies such as Symantec, AVG and Ascentive; mobile content class actions against all major cellular telephone carriers; and product liability and personal injury cases, including the NCAA Single School/Single Sport Concussion MDL, personal injury cases against Merck alleging injuries caused by taking Vioxx, the Thomas the Tank Engine lead paint class actions and the tainted pet food litigation.

We are lead counsel in *Robins v. Spokeo*, 136 S.Ct. 1540 (2016) where the United States Supreme Court held that "intangible" harms can satisfy Article III standing requirements.

We have testified before the United States Senate and state legislative bodies on class action issues and have repeatedly been asked to work on federal and state legislation involving cellular telephony, privacy, and other consumer issues. Our attorneys have appeared on dozens of national and international television and radio programs, and in numerous national and international publications, discussing our cases and class action and consumer protection issues more generally. Our attorneys speak regularly at seminars on consumer protection and class action issues, and also lecture on class actions at law schools.

Overall, our settlements are valued at over \$1 billion, collectively.

### PLAINTIFFS' CLASS AND MASS ACTION PRACTICE

EDELSON PC is a leader in plaintiffs' class and mass action litigation. Law360 has called us a "Titan of the Plaintiffs Bar," a "Plaintiffs Class Action powerhouse" and a "Privacy Litigation Heavyweight." We have been specifically recognized as "pioneers in the electronic privacy class action field, having litigated some of the largest consumer class actions in the country on this issue." See *In re Facebook Privacy Litig.*, No. C 10-02389 (N.D. Cal. Dec. 10, 2010) (order appointing us interim co-lead of privacy class action); see also *In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal. Aug. 12, 2011) (appointing us sole lead counsel due, in part, to our "significant and particularly specialized expertise in electronic privacy litigation and class actions. We have also been recognized by courts for our uniquely zealous and efficient approach to litigation, which led the then-Chief Judge of the United States Court for the Northern District of Illinois to praise our work as "consistent with the highest standards of the profession" and "a model of what the profession should be. . . ." *In re Kentucky Fried Chicken Coupon Marketing & Sales Practices Litig.*, No. 09-cv-7670, MDL 2103 (N.D. Ill. Nov. 30, 2011). Likewise, in

appointing our firm interim co-lead in one of the most high profile banking cases in the country, a federal court pointed to our ability to be “vigorous advocates, constructive problem-solvers, and civil with their adversaries.” *In Re JPMorgan Chase Home Equity Line of Credit Litig.*, No. 10 C 3647 (N.D. Ill. July 16, 2010). After hard fought litigation, that case settled, resulting in the reinstatement of between \$3.2 billion and \$4.7 billion in home credit lines.

We have several sub-specialties within our plaintiffs’ class action practice:

#### MASS/CLASS TORT CASES

Our attorneys are representing labor unions and governmental entities seeking to recover losses arising out of the Opioid Crisis, classes of student athletes suffering from the long-term effects of concussive and sub-concussive injuries, homeowners who have lost their homes in Hurricane Harvey and were a part of a team of lawyers representing a group of public housing residents in a suit based upon contamination related injuries, a group of employees exposed to second-hand smoke on a riverboat casino, and a class of individuals suing a hospital and national association of blood banks for failure to warn of risks related to blood transfusions. Representative cases and settlements include:

- Filed first cases on behalf of labor unions seeking to recover losses arising out of the Opioid Crisis. *Se, e.g. Philadelphia Federation of Teachers Health and Welfare Fund v. Purdue Pharma, L.P., et al.*, No. 2:17-cv-04746-TJS (E.D. Penn. Oct. 26, 2017). Representing numerous other unions and governmental entities in similar soon-to-be-filed litigation.
- *In re: National Collegiate Athletic Association Single School/Single Sport Concussion Litig.*, No. 16-cv-8727, MDL No. 2492 (N.D. Ill.): Appointed co-lead counsel in MDL brought against the NCAA, its conferences and member institutions alleging personal injury claims on behalf of college football players resulting from repeated concussive and sub-concussive hits.
- *Bouzerand v. United States*, No. 1:17-cv-01195-VJW (Ct. Fed. Claims): Filed putative class action on behalf of homeowners alleging the government has to fairly compensate the class under the Fifth Amendment’s Takings Clause after the government flooded their homes by releasing reservoir waters during Hurricane Harvey. (Note: Court is expected to decide lead counsel in December).
- *Aaron v. Chicago Housing Authority*, No. 99 L 11738 (Cir. Ct. Cook Cnty., Ill.): Part of team representing a group of public housing residents bringing suit over contamination-related injuries. Case settled on a mass basis for over \$10 million.
- *Januszewski v. Horseshoe Hammond*, No. 2:00CV352JM (N.D. Ind.): Part of team of attorneys in mass suit alleging that defendant riverboat casino

caused injuries to its employees arising from exposure to second-hand smoke.

- *Merck/Vioxx Lawsuits*: Represented hundreds of individuals claiming medical problems including heart attacks and strokes after taking the prescription medication Vioxx. Cases resolved as part of Merck's global settlement.

The firm's cases regularly receive attention from local, national, and international media. Our cases and attorneys have been reported in the Chicago Tribune, USA Today, the Wall Street Journal, the New York Times, the LA Times, by the Reuters and UPI news services, and BBC International. Our attorneys have appeared on numerous national television and radio programs, including ABC World News, CNN, Fox News, NPR, and CBS Radio, as well as television and radio programs outside of the United States. We have also been called upon to give congressional testimony and other assistance in hearings involving our cases.

## **MORTGAGE & BANKING**

EDELSON PC has been at the forefront of class action litigation arising in the aftermath of the federal bailouts of the banks. Our suits include claims that certain banks unlawfully suspended home credit lines based on pre-textual reasons, and that certain banks have failed to honor loan modification programs. We achieved the first federal appellate decision in the country recognizing the right of borrowers to enforce HAMP trial plans under state law. The court noted that "[p]rompt resolution of this matter is necessary not only for the good of the litigants but for the good of the Country." *Wigod v. Wells Fargo Bank, N.A.*, 673 F.3d 547, 586 (7th Cir. 2012) (Ripple, J., concurring). Our settlements have restored billions of dollars in home credit lines to people throughout the country. Representative cases and settlements include:

- *In re JP Morgan Chase Bank Home Equity Line of Credit Litig.*, No. 10-cv-3647 (N.D. Ill.): Court appointed interim co-lead counsel in nationwide putative class action alleging illegal suspensions of home credit lines. Settlement restored between \$3.2 billion and \$4.7 billion in credit to the class.
- *Hamilton v. Wells Fargo Bank, N.A.*, No. 09-cv-04152-CW (N.D. Cal.): Lead counsel in class actions challenging Wells Fargo's suspensions of home equity lines of credit. Nationwide settlement restores access to over \$1 billion in credit and provides industry leading service enhancements and injunctive relief.
- *In re Citibank HELOC Reduction Litig.*, No. 09-cv-0350-MMC (N.D. Cal.): Lead counsel in class actions challenging Citibank's suspensions of home equity lines of credit. The settlement restored up to \$653,920,000 worth of credit to affected borrowers.

- *Wigod v. Wells Fargo*, No. 10-cv-2348 (N.D. Ill.): In ongoing putative class action, obtained first appellate decision in the country recognizing the right of private litigants to sue to enforce HAMP trial plans.

## PRIVACY/DATA LOSS

### *Data Loss/Unauthorized Disclosure of Data*

We have litigated numerous class actions involving issues of first impression against Facebook, Uber, Apple, Netflix, Sony, Gannett, Redbox, Pandora, Sears, Storm 8, Google, T-Mobile, Microsoft, and others involving failures to protect customers' private information, security breaches, and unauthorized sharing of personal information with third parties. Representative settlements and ongoing cases include:

- *City of Chicago and People of the State of Illinois, ex rel. Kimberly M. Foxx, State's Attorney of Cook County, Illinois*, No. 17-CH-15594 (Cir. Ct. Cook Cnty, Ill.): Several Edelson attorneys appointed Special Assistant Corporation Counsel for the City of Chicago and Special Assistant State's Attorney for Cook County, Illinois in their consolidated data breach/failure to notify lawsuit against Uber Technologies.
- *Dunstan v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.): Lead counsel in certified class action accusing Internet analytics company of improper data collection practices. The court has finally approved a \$14 million settlement.
- *Resnick v. Avmed*, No. 10-cv-24513 (S.D. Fla.): Lead counsel in data breach case filed against health insurance company. Obtained landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred. Case also resulted in the first class action settlement in the country to provide data breach victims with monetary payments irrespective of identity theft.
- *In re Netflix Privacy Litig.*, No. 11-cv-00379 (N.D. Cal.): Sole lead counsel in suit alleging that defendant violated the Video Privacy Protection Act by illegally retaining customer viewing information. Case resulted in a \$9 million dollar *cy pres* settlement that has been finally approved.
- *N.P. v. Standard Innovation (US), Corp.*, No. 1:16-cv-08655 (N.D. Ill.): Brought and resolved first ever IoT privacy class action against adult-toy manufacturer accused on collected and recording highly intimate and sensitive personal use data. Case resolved for \$3.75m (Canadian).
- *Sekura v. L.A. Tan Enterprises, Inc.*, No. 15 CH 16694 (Cir. Ct. Cook County, Ill.): Reached the first ever settlement under Illinois's biometric



privacy statute. Settlement provided the class with \$1.25m and released only the franchiser and related companies, thus allowing additional ongoing suits against franchisees to continue.

- *Halaburda v. Bauer Publishing Co.*, No. 12-cv-12831 (E.D. Mich.); *Grenke v. Hearst Communications, Inc.*, No. 12-cv-14221 (E.D. Mich.); *Fox v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.): Consolidated actions brought under Michigan's Preservation of Personal Privacy Act, alleging unlawful disclosure of subscribers' personal information. In a groundbreaking decision, the court denied three motions to dismiss finding that the magazine publishers were covered by the act and that the illegal sale of personal information triggers an automatic \$5,000 award to each aggrieved consumer. In January and July of 2015, final approval was granted to a settlement reached in the *Bauer Publishing* matter and an adversarial class was certified in the *Time* case, respectively.
- *Standiford v. Palm*, No. 09-cv-05719-LHK (N.D. Cal.): Sole lead counsel in data loss class action, resulting in \$640,000 settlement.
- *In re Zynga Privacy Litig.*, No. 10-cv-04680 (N.D. Cal.): Appointed co-lead counsel in suit against gaming application designer for the alleged unlawful disclosure of its users' personally identifiable information to advertisers and other third parties.
- *In re Facebook Privacy Litig.*, No. 10-cv-02389 (N.D. Cal.): Appointed co-lead counsel in suit alleging that Facebook unlawfully shared its users' sensitive personally identifiable information with Facebook's advertising partners.
- *In re Sidekick Litig.*, No. C 09-04854-JW (N.D. Cal.): Co-lead counsel in cloud computing data loss case against T-Mobile and Microsoft. Settlement provided the class with potential settlement benefits valued at over \$12 million.
- *Desantis v. Sears*, No. 08 CH 00448 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in injunctive settlement alleging national retailer allowed purchase information to be publicly available through the Internet.

### ***Telephone Consumer Protection Act***

EDELSON PC has been at the forefront of TCPA litigation for nearly a decade, having secured the groundbreaking *Satterfield* ruling in the Ninth Circuit applying the TCPA to text messages, *Satterfield v. Simon & Schuster, Inc.*, 569 F.3d 946 (9th Cir. 2009), and the largest (up to \$76 million in total monetary relief) TCPA settlement to date. *See*

*Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.). In addition to numerous settlements—collectively providing over \$200 million to consumers—we have over two dozen putative TCPA class actions pending against companies including Santander Consumer USA, Inc., GrubHub, United Student Aid Funds, NCO Financial Systems, and NRG Energy. Representative settlements and ongoing cases include:

- *Birchmeier v. Caribbean Cruise Line, Inc., et al.*, No. 12-cv-4069 (N.D. Ill.): Co-lead counsel in class action alleging that defendant violated federal law by making unsolicited telemarketing calls. Obtained adversarial class certification of nationwide class of approximately 1 million consumers. On the eve of trial, case resulted in the largest TCPA settlement to date, totaling up to \$76 million in monetary relief.
- *Kolinek v. Walgreen Co.*, No. 13-cv-4806 (N.D. Ill.): Lead counsel in class action alleging that defendant violated federal law by making unsolicited prescription reminder calls. Won reconsideration of dismissal based upon whether provision of telephone number constituted consent to call. Case settled for \$11 million.
- *Hopwood v. Nuance Communications, Inc., et al.*, No. 13-cv-2132 (N.D. Cal.): Lead counsel in class action alleging that defendants violated federal law by making unsolicited marketing calls to consumers nationwide. \$9.245 million settlement provided class members option to claim unprecedented relief based upon total number of calls they received. Settlement resulted in some class members receiving in excess of \$10,000 each.
- *Rojas v CEC*, No. 10-cv-05260 (N.D. Ill.): Lead counsel in text spam class action that settled for \$19,999,400.
- *In re Jiffy Lube Int'l Text Spam Litigation*, No. 11-md-2261, 2012 WL 762888 (S.D. Cal.): Co-lead counsel in \$35 million text spam settlement.
- *Ellison v Steve Madden, Ltd.*, No. cv 11-5935 PSG (C.D. Cal.): Lead counsel in \$10 million text spam settlement.
- *Kramer v. B2Mobile*, No. 10-cv-02722-CW (N.D. Cal.): Lead counsel in \$12.2 million text spam settlement.
- *Wright, et al. v. Nationstar Mortgage, LLC*, No. 14-cv-10457 (N.D. Ill.): Co-lead counsel in \$12.1 million debt collection call settlement.
- *Pimental v. Google, Inc.*, No. 11-cv-02585 (N.D. Cal.): Lead counsel in class action alleging that defendant co-opted group text messaging lists to send unsolicited text messages. \$6 million settlement provides class members with an unprecedented \$500 recovery.

- *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.): Lead counsel in \$10 million text spam settlement.
- *Miller v. Red Bull*, No. 12-CV-04961 (N.D. Ill.): Lead counsel in \$6 million text spam settlement.
- *Woodman v. ADP Dealer Services*, No. 2013 CH 10169 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$7.5 million text spam settlement.
- *Lockett v. Mogreet, Inc.*, No 2013 CH 21352 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in \$16 million text spam settlement.
- *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.): Lead counsel in class action alleging that defendants violated federal law by sending unsolicited text messages to cellular telephones of consumers. Case settled for \$16 million.
- *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.): Co-lead counsel in in \$10 million text spam settlement.
- *Weinstein v. Airit2me, Inc.*, No. 06 C 0484 (N.D. Ill): Co-lead counsel in \$7 million text spam settlement.

## CONSUMER TECHNOLOGY

### *Fraudulent Software*

In addition to the settlements listed below, EDELSON PC has consumer fraud cases pending in courts nationwide against companies such as McAfee, Inc., Avanquest North America Inc., PC Cleaner, AVG, iolo Technologies, LLC, among others. Representative settlements include:

- *Drymon v. Cyberdefender*, No. 11 CH 16779 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.75 million.
- *Gross v. Symantec Corp.*, No. 12-cv-00154-CRB (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$11 million.
- *LaGarde v. Support.com, Inc.*, No. 12-cv-00609-JSC (N.D. Cal.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$8.59 million.

- *Ledet v. Ascentive LLC*, No. 11-CV-294-PBT (E.D. Pa.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$9.6 million.
- *Webb v. Cleverbridge, Inc.*, No. 1:11-cv-04141 (N.D. Ill.): Lead counsel in class action alleging that defendant deceptively designed and marketed its computer repair software. Case settled for \$5.5 million.

### ***Video Games***

EDELSON PC has litigated cases video-game related cases against Activision Blizzard Inc., Electronic Arts, Inc., Google, and Zenimax Media, Inc.

### **PRODUCTS LIABILITY CLASS ACTIONS**

We have been appointed lead counsel in state and federal products liability class settlements, including a \$30 million settlement resolving the “Thomas the Tank Engine” lead paint recall cases and a \$32 million settlement involving the largest pet food recall in the history of the United States and Canada. Representative settlements include:

- *Barrett v. RC2 Corp.*, No. 07 CH 20924 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in lead paint recall case involving Thomas the Tank toy trains. Settlement is valued at over \$30 million and provided class with full cash refunds and reimbursement of certain costs related to blood testing.
- *In re Pet Food Products Liability Litig.*, No. 07-2867 (D.N.J.): Part of mediation team in class action involving largest pet food recall in United States history. Settlement provided \$24 million common fund and \$8 million in charge backs.

### **INSURANCE CLASS ACTIONS**

We have prosecuted and settled multi-million dollar suits against J.C. Penney Life Insurance for allegedly illegally denying life insurance benefits under an unenforceable policy exclusion and against a Wisconsin insurance company for terminating the health insurance policies of groups of self-insureds. Representative settlements include:

- *Holloway v. J.C. Penney*, No. 97 C 4555 (N.D. Ill.): One of the primary attorneys in a multi-state class action suit alleging that the defendant illegally denied life insurance benefits to the class. The case settled in or around December 2000, resulting in a multi-million dollar cash award to the class.
- *Ramlow v. Family Health Plan* (Wisc. Cir. Ct., WI): Co-lead counsel in a class action suit challenging defendant’s termination of health insurance to

groups of self-insureds. The plaintiff won a temporary injunction, which was sustained on appeal, prohibiting such termination and eventually settled the case ensuring that each class member would remain insured.

## **GENERAL CONSUMER PROTECTION CLASS ACTIONS**

We have successfully prosecuted countless class actions against computer software companies, technology companies, health clubs, dating agencies, phone companies, debt collectors, and other businesses on behalf of consumers. In addition to the settlements listed below, EDELSON PC have litigated consumer fraud cases in courts nationwide against companies such as Motorola Mobility, Stonebridge Benefit Services, J.C. Penney, Sempris LLC, and Plimus, LLC. Representative settlements include:

### ***Mobile Content***

We have prosecuted over 100 cases involving mobile content, settling numerous nationwide class actions, including against industry leader AT&T Mobility, collectively worth over a hundred million dollars.

- *McFerren v. AT&T Mobility, LLC*, No. 08-CV-151322 (Fulton Cnty. Super. Ct., Ga.): Lead counsel class action settlement involving 16 related cases against largest wireless service provider in the nation. “No cap” settlement provided virtually full refunds to a nationwide class of consumers who alleged that unauthorized charges for mobile content were placed on their cell phone bills.
- *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving 27 related cases alleging unauthorized mobile content charges. Case settled for \$36 million.
- *Gray v. Mobile Messenger Americas, Inc.*, No. 08-CV-61089 (S.D. Fla.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Case settled for \$12 million.
- *Parone v. m-Qube, Inc.*, No. 08 CH 15834 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving over 2 dozen cases alleging the imposition of unauthorized mobile content charges. Case settled for \$12.254 million.
- *Williams v. Motricity, Inc.*, No. 09 CH 19089 (Cir. Ct. Cook Cnty., Ill.): Lead counsel in class action settlement involving 24 cases alleging the imposition of unauthorized mobile content charges. Case settled for \$9 million.

- *VanDyke v. Media Breakaway, LLC*, No. 08 CV 22131 (S.D. Fla.): Lead counsel in class action settlement alleging unauthorized mobile content charges. Case settled for \$7.6 million.
- *Gresham v. Cellco Partnership*, No. BC 387729 (L.A. Super. Ct., Cal.): Lead counsel in case alleging unauthorized charges were placed on cell phone bills. Settlement provided class members with full refunds.
- *Abrams v. Facebook, Inc.*, No. 07-05378 (N.D. Cal.): Lead counsel in injunctive settlement concerning the transmission of allegedly unauthorized mobile content.

### ***Deceptive Marketing***

- *Van Tassell v. UMG*, No. 1:10-cv-2675 (N.D. Ill.): Lead counsel in negative option marketing class action. Case settled for \$2.85 million.
- *McK Sales Inc. v. Discover Bank*, No. 10-cv-02964 (N.D. Ill.): Lead counsel in class action alleging deceptive marketing aimed at small businesses. Case settled for \$6 million.
- *Farrell v. OpenTable*, No. 11-cv-01785 (N.D. Cal.): Lead counsel in gift certificate expiration case. Settlement netted class over \$3 million in benefits.
- *Ducharme v. Lexington Law*, No. 10-cv-2763 (N.D. Cal): Lead counsel in CROA class action. Settlement resulted in over \$6 million of benefits to the class.
- *Pulcini v. Bally Total Fitness Corp.*, No. 05 CH 10649 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in four class action lawsuits brought against two health clubs and three debt collection companies. A global settlement provided the class with over \$40 million in benefits, including cash payments, debt relief, and free health club services.
- *Kozubik v. Capital Fitness, Inc.*, 04 CH 627 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in state-wide suit against a leading health club chain, which settled in 2004, providing the over 150,000 class members with between \$11 million and \$14 million in benefits, consisting of cash refunds, full debt relief, and months of free health club membership.
- *Kim v. Riscuity*, No. 06 C 01585 (N.D. Ill.): Co-lead counsel in suit against a debt collection company accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with full debt relief and return of all money collected.

- *Jones v. TrueLogic Financial Corp.*, No. 05 C 5937 (N.D. Ill.): Co-lead counsel in suit against two debt collectors accused of attempting to collect on illegal contracts. The case settled in 2007, providing the class with approximately \$2 million in debt relief.
- *Fertelmeyster v. Match.com*, No. 02 CH 11534 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in a state-wide class action suit brought under Illinois consumer protection statutes. The settlement provided the class with a collective award with a face value in excess of \$3 million.
- *Cioe v. Yahoo!, Inc.*, No. 02 CH 21458 (Cir. Ct. Cook Cnty., Ill.): Co-lead counsel in a state-wide class action suit brought under state consumer protection statutes. The settlement provided the class with a collective award with a face value between \$1.6 million and \$4.8 million.
- *Zurakov v. Register.com*, No. 01-600703 (N.Y. Sup. Ct., N.Y. Cnty.): Co-lead counsel in a class action brought on behalf of an international class of over one million members against Register.com for its allegedly deceptive practices in advertising on “coming soon” pages of newly registered Internet domain names. Settlement required Register.com to fully disclose its practices and provided the class with relief valued in excess of \$17 million.

## **GENERAL COMMERCIAL LITIGATION**

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Our attorneys have handled a wide range of general commercial litigation matters, from partnership and business-to-business disputes to litigation involving corporate takeovers. We have handled cases involving tens of thousands of dollars to “bet the company” cases involving up to hundreds of millions of dollars. Our attorneys have collectively tried hundreds of cases, as well as scores of arbitrations and mediations.

## **OUR ATTORNEYS**

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**JAY EDELSON** is the founder and CEO of EDELSON PC. e is considered one of the nation’s leading class and mass action lawyers, having secured over \$1 billion in settlements and verdicts for his clients.

Law360 described Jay as a “Titan of the Plaintiff’s Bar“. The American Bar Association recognized Jay Edelson as one of the “most creative minds in the legal industry.” Law360 noted that he has “taken on some of the biggest companies and law firms in the world and has had success where others have not.” Another publication explained that “when it comes to legal strategy and execution, Jay is simply one of the best in the country.” Prof. Todd Henderson, the Michael J. Marks Professor of Law at the University of Chicago Law School, opined that when thinking about “who’s the most innovative lawyer in the US ... [Jay is] at or near the top of my list.”



Jay has received special recognition for his success in taking on Silicon Valley. The national press has dubbed Jay and his firm the “most feared” litigators in Silicon Valley and, according to the New York Times, tech’s “babyfaced ... boogeyman.” Most recently, Chicago Lawyer Magazine dubbed Jay “Public Enemy No. 1 in Silicon Valley.” In the emerging area of privacy law, the international press has called Jay one of the world’s “profilertesten (most prominent)” privacy class action attorneys. The National Law Journal has similarly recognized Jay as a “Cybersecurity Trailblazer” — one of only two plaintiff’s attorneys to win this recognition.

Jay has taught class actions and negotiations at Chicago-Kent College of Law and privacy litigation at UC Berkeley School of Law. He has written a blog for Thomson Reuters, called Pardon the Disruption, where he focused on ideas necessary to reform and reinvent the legal industry and has contributed opinion pieces to TechCrunch, Quartz, the Chicago Tribune, law360, and others. He also serves on law 360’s Privacy & Consumer Protection editorial advisory board. In recognition of the fact that his firm runs like a start-up that “just happens to be a law firm,” Jay was recently named to “Chicago’s Top Ten Startup Founders over 40” by Tech.co.

Jay currently serves on Chicago’s 47th Ward Democratic Organization Judicial Recommendation Committee, which is responsible for interviewing, vetting and slating Cook County Judicial Candidates for election.

**RYAN D. ANDREWS** is a Partner at EDELSON PC. He presently leads the firm’s complex case resolution and appellate practice group, which oversees the firm’s class settlements, class notice programs, and briefing on issues of first impression.

Ryan has been appointed class counsel in numerous federal and state class actions nationwide that have resulted in over \$100 million dollars in refunds to consumers, including: *Satterfield v. Simon & Schuster*, No. C 06 2893 CW (N.D. Cal.); *Ellison v Steve Madden, Ltd.*, No. cv 11-5935 PSG (C.D. Cal.); *Robles v. Lucky Brand Dungarees, Inc.*, No. 10-cv-04846 (N.D. Cal.); *Lozano v. 20th Century Fox*, No. 09-cv-05344 (N.D. Ill.); *Paluzzi v. Cellco Partnership*, No. 07 CH 37213 (Cir. Ct. Cook Cnty., Ill.); and *Lofton v. Bank of America Corp.*, No. 07-5892 (N.D. Cal.).

Representative reported decisions include: *Lozano v. Twentieth Century Fox*, 702 F. Supp. 2d 999 (N.D. Ill. 2010), *Satterfield v. Simon & Schuster, Inc.* 569 F.3d 946 (9th Cir. 2009), *Kramer v. Autobytel, Inc.*, 759 F. Supp. 2d 1165 (N.D. Cal. 2010); *In re Jiffy Lube Int’l Text Spam Litig.*, 847 F. Supp. 2d 1253 (S.D. Cal. 2012); *Lee v. Stonebridge Life Ins. Co.*, 289 F.R.D. 292 (N.D. Cal. 2013); and *Kristensen v. Credit Payment Servs.*, 12 F. Supp. 3d 1292 (D. Nev. Mar. 26, 2014).

Ryan graduated from the University of Michigan, earning his B.A., with distinction, in Political Science and Communications. Ryan received his J.D. with High Honors from the Chicago-Kent College of Law and was named Order of the Coif. Ryan has served as an Adjunct Professor of Law at Chicago-Kent, teaching a third-year seminar on class actions. While in law school, Ryan was a Notes & Comments Editor for The Chicago-Kent Law Review, earned CALI awards for the highest grade in five classes, and was a teaching assistant for both Property Law and Legal



Writing courses. Ryan externed for the Honorable Joan B. Gottschall in the United State District Court for the Northern District of Illinois.

Ryan is licensed to practice in Illinois state courts, the United States District Court for the Northern District of Illinois, the U.S. Court of Appeals for the Seventh Circuit, and the U.S. Court of Appeals for the Ninth Circuit.

**RAFEY S. BALABANIAN** is the Managing Partner of EDELSON PC and its director of nationwide litigation. He started his career as a trial lawyer, serving as a prosecutor for the City of Chicago where he took part in dozens of trials. Rafey went on to join a litigation boutique in Chicago where he continued his trial work, before eventually starting with EDELSON in 2008. He is regarded by his peers as a highly skilled litigator, and has been appointed lead class counsel in more than two dozen class actions in state and federal courts across the country. His work has led to groundbreaking results in trial courts nationwide, and he has secured hundreds of millions of dollars on behalf of his clients.

Some of Rafey's more notable achievements include nationwide settlements involving the telecom industry, including companies such as AT&T, Google, Sony, Motricity, and OpenMarket valued at more than \$100 million.

Rafey has also been appointed to the Executive Committee in the NCAA concussion cases, considered to be "one of the largest actions pending in the country, a multi district litigation ... that currently included about 100 personal injury class actions filed by college football players[.]" He also represents labor unions and governmental entities in lawsuits against the drug manufacturers and distributors over the on-going opioid crisis, and serves as trial court counsel in *Robins v. Spokeo, Inc.*, 2:10-cv-05306-ODW-AGR, which has been called the most significant consumer privacy case in recent years.

Rafey's class action practice also includes his work in the privacy sphere, and he has reached groundbreaking settlements with companies like Netflix, LinkedIn, Walgreens, Nationstar and comScore. Rafey also served as lead counsel in the case of *Dunstan, et al. v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.), where he led the effort to secure class certification of what is believed to be the largest adversarial class to be certified in a privacy case in the history of US jurisprudence.

Rafey's work in general complex commercial litigation includes representing clients ranging from "emerging technology" companies, real estate developers, hotels, insurance companies, lenders, shareholders and attorneys. He has successfully litigated numerous multi-million dollar cases, including several "bet the company" cases.

Rafey is a frequent speaker on class and mass action issues, and has served as a guest lecturer on several occasions at UC Berkeley Boalt School of Law. Rafey also serves on the Executive Committee of the Antitrust, Unfair Competition and Privacy Section of the State Bar of California where he has been appointed Vice Chair of Privacy, as well as the Executive Committee of the Privacy and Cybersecurity Section of the Bar Association of San Francisco.

Rafey received his J.D. from the DePaul University College of Law in 2005. A native of Colorado, Rafey received his B.A. in History, with distinction, from the University of Colorado – Boulder in 2002.

**CHRISTOPHER L. DORE** is a Partner at EDELSON PC where he focuses his practice on emerging consumer technology and privacy issues.

Chris is the Partner-in-Charge of the Firm’s Case Development & Investigations Group. His team investigates complex technological fraud and privacy related violations, including fraudulent software and hardware, undisclosed tracking of online consumer activity, illegal data retention, and large-scale commercial data breaches. In the privacy space, Chris plays an active role in applying older federal and state statutes to new technologies. He has been appointed class counsel in multiple class actions, including one of the largest settlements under the Telephone Consumer Protection Act, ground-breaking issues in the mobile phone industry and fraudulent marketing, as well as consumer privacy. Chris has been asked to appear on television, radio, and in national publications to discuss consumer protection and privacy issues, as well as asked to lecture at his alma mater on the class action practice.

Chris received his law degree from The John Marshall Law School, his M.A. in Legal Sociology from the International Institute for the Sociology of Law (located in Onati, Spain), and his B.A. in Legal Sociology from the University of California, Santa Barbara. Chris also serves on the Illinois Bar Foundation, Board of Directors.

**ROGER PERLSTADT** is a Partner at EDELSON PC, where he concentrates on appellate and complex litigation advocacy. He has briefed and argued appeals and motions in both federal and state appellate courts.

Prior to joining EDELSON PC, Roger was a law clerk to United States District Court Judge Elaine E. Bucklo, an associate at a litigation boutique in Chicago, and a Visiting Assistant Professor at the University of Florida Levin College of Law. He has published articles on the Federal Arbitration Act in various law reviews.

Roger has been named a Rising Star by *Illinois Super Lawyer Magazine* four times since 2010.

Roger graduated from the University of Chicago Law School, where he was a member of the University of Chicago Law Review. After law school, he served as a clerk to the Honorable Elaine E. Bucklo of the United States District Court for the Northern District of Illinois.

**EVE-LYNN J. RAPP** is a Partner at EDELSON PC, where she focuses her practice on consumer technology class actions, with a particular emphasis on cell phone telephony and Telephone Consumer Protection Act (“TCPA”) cases and “negative option” enrollment consumer fraud cases. She also regularly handles plaintiff’s side employment class actions, including federal Fair Labor Stands Act cases and their state law counterparts. Eve is the hiring partner for the firm’s Chicago office.

Eve has helped lead approximately 20 TCPA class actions, including *Birchmeier v. Caribbean Cruise Line, Inc. et al.*, No. 12-cv-04069 (N.D. Ill.), where she secured the largest adversarial TCPA class in this nation's history. She is also lead counsel in one of the few "Do Not Call" TCPA cases to settle, resulting in a multi-million dollar settlement and affording class members with as much as \$5,000 individually. Eve has also prosecuted TCPA cases on an individual basis in arbitrations, winning six-figure settlements.

She has led over a half-dozen consumer fraud and "negative option" enrollment cases, against a variety of industries, including e-cigarette sellers, the on-line gaming companies, and electronic and sport products distributors.

Eve is also leading a series of employment class actions involving the cell tower industry, securing a six-figure settlement for the named plaintiff.

In a nationally publicized products liability case, Eve help secure a reversal from the United States Supreme Court, paving the way for hundreds of thousands of people to litigate their claims of deceptive marketing.

In 2015, Eve was selected as an Illinois Emerging Lawyer by Leading Lawyers.

Eve received her J.D. from Loyola University of Chicago-School of Law, graduating cum laude, with a Certificate in Trial Advocacy. During law school, she was an Associate Editor of Loyola's International Law Review and externed as a "711" at both the Cook County State's Attorney's Office and for Cook County Commissioner Larry Suffredin. Eve also clerked for both civil and criminal judges (The Honorable Judge Yvonne Lewis and Plummer Lott) in the Supreme Court of New York. Eve graduated from the University of Colorado, Boulder, with distinction and Phi Beta Kappa honors, receiving a B.A. in Political Science.

Eve is actively involved with the Chicago Lawyers' Committee for Civil Rights Under Law, Inc.'s Settlement Assistance Project where she represents a number of pro bono clients for settlement purposes.

**BENJAMIN H. RICHMAN** is the Managing Partner of EDELSON PC's Chicago office. He handles plaintiff's-side class and mass actions, helping employees in the workplace, consumers who were sold deceptive products or had their privacy rights violated, student athletes suffering from the effect of concussions, and labor unions and governmental bodies seeking to recover losses arising out of the opioid crisis. He also routinely represents technology and brick and mortar companies in a wide variety of commercial litigation and other matters. Overall, Ben has been appointed by the federal and state courts to be Class or Lead Counsel in dozens of cases. His suits have recovered hundreds of millions of dollars for his clients.

On the plaintiff's side, Ben is currently part of the team leading the *National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation – Single Sport/Single School (Football)* multi-district litigation, bringing personal injury lawsuits against the NCAA, athletic conferences, and its member institutions over concussion-related injuries. He is also representing labor unions and governmental entities in lawsuits against the drug manufacturers and

distributors over the opioid crisis. And he is currently pursuing claims of Houston area homeowners against United States seeking recovery for alleged constitutional takings of their properties in the wake of Hurricane Harvey. In addition, Ben is lead counsel in numerous class actions involving alleged violations of class members' common law and statutory rights (e.g., violations of Alaska's Genetic Privacy Act, Illinois' Biometric Information Privacy Act, the federal Telephone Consumer Protection Act, and others).

Some of Ben's notable achievements include acting as lead counsel and securing settlements collectively worth \$50 million dollars in over a half-dozen nationwide class actions against software companies involving claims of fraudulent marketing and unfair business practices. He was part of the team that litigated over a half-dozen nationwide class actions involving claims of unauthorized charges on cellular telephones, which ultimately led to settlements collectively worth hundreds of millions of dollars. And he has been lead counsel numerous multi-million dollar privacy settlements, including several that resulted in individual payments to class members reaching into the tens of thousands of dollars and another that –in addition to securing millions of dollars in monetary relief – also led to a waiver by the defendants of their primary defenses to claims that were not otherwise being released.

Ben's work in complex commercial matters includes successfully defending multiple actions against the largest medical marijuana producer in state of Illinois related to the issuance of its cultivation licenses, and successfully defending one of the largest mortgage lenders in the country on claims of unjust enrichment, securing dismissals or settlements that ultimately amounted to a fraction of typical defense costs in such actions. Ben has also represented startups in various matters, including licensing, intellectual property, and merger and acquisition.

Each year since 2015, Ben has been recognized by Super Lawyers as a *Rising Star* and Leading Lawyers as an *Emerging Lawyer* in both class action and mass tort litigation.

Ben received his J.D. from The John Marshall Law School, where he was an Executive Editor of the Law Review and earned a Certificate in Trial Advocacy. While in law school, Ben served as a judicial extern to the Honorable John W. Darrah of the United States District Court for the Northern District of Illinois. Ben has also routinely guest-lectured at various law schools on issues related to class actions, complex litigation and negotiation.

**ARI J. SCHARG** is a Partner at EDELSON PC and Chair of the firm's Government Affairs Group, where he counsels governmental entities and officials on a range of policy and strategic issues involving consumer protection, privacy, technology, and data security. Known as an aggressive advocate, Ari also leverages his experience litigating hundreds of complex class and mass action lawsuits to help local governments prosecute large-scale cost recovery actions, including those against the pharmaceutical companies responsible for the opioid crisis.

Recognized as one of the leading experts on privacy and emerging technologies, Ari serves on the inaugural Executive Oversight Council for the Array of Things Project where he advises on privacy and data security matters, Chairs the Illinois State Bar Association's Privacy and Information Security Section, and was recently appointed by the Illinois Senate President to Co-Chair the Illinois Blockchain and Distributed Ledgers Task Force alongside Representative

Michael Zalewski (21st Dist.). Ari was selected as an Illinois Rising Star by Super Lawyers (2013 – 2018), and received the Michigan State Bar Foundation’s Access to Justice Award (2017) for “significantly advancing access to justice for the poor” through his consumer cases.

Ari regularly speaks about data security and technology at law schools and conferences around the country, and has testified before the Michigan House of Representatives Committee on Commerce and Trade about the privacy implications raised by the surging data mining industry and the Nevada Assembly Commerce and Labor Committee about the privacy implications raised by the surreptitious collection and use of geolocation data.

Ari received his B.A. in Sociology from the University of Michigan – Ann Arbor and graduated magna cum laude from The John Marshall Law School where he served as a Staff Editor for THE JOHN MARSHALL LAW REVIEW and competed nationally in trial competitions. During law school, he also served as a judicial extern to The Honorable Bruce W. Black of the U.S. Bankruptcy Court for the Northern District of Illinois.

**JOHN DONOVAN** is a Senior Strategist at Edelson PC where he works closely with state, county, and local officials on public policy and legislative matters.

John previously served as Special Assistant and Counsel to the Cook County Sheriff, Thomas J. Dart, where he was a key executive advisor and counselor to the Sheriff and managed the Sheriff’s legislative and policy agenda. He has served as Assistant Counsel to the Speaker of the Illinois House of Representatives where he was a top legislative advisor, providing both legislative analysis and legal counsel for Speaker Michael J. Madigan and the House Democrats; in addition to this role, he served as the lead staff attorney for seven legislative committees: Revenue and Finance, Intermodal Infrastructure, Transportation: Vehicles and Safety; Transportation: Regulations, Roads, and Bridges; Tollway Oversight; Mass Transit; and Business Growth and Incentives.

Prior to working at the Capitol, John held a judicial clerkship for Justice David P. Sterba of the Illinois Appellate Court, First District, and also served as a law clerk for Justice Sterba while he was the Presiding Judge of the Cook County Fifth Municipal District. John served as a law clerk for Judge Frank Castiglione, of the Cook County Law Division, and for the Cook County State’s Attorney’s Office in the Fifth Municipal District, and Child Support Division in Chicago.

John graduated from Saint Ignatius College Prep and the University of Notre Dame where he received a B.A. in History, concentrating in United States History and Political Traditions. He received his Juris Doctor degree from DePaul University College of Law, and licensed to practice law in Illinois.

**LILY HOUGH** is an Associate at EDELSON PC where her practice focuses on consumer privacy-related class actions.

Lily received her J.D., *cum laude*, from Georgetown University Law Center. In law school, Lily served as a Law Fellow for Georgetown’s first year Legal Research and Writing Program and as

the Executive Editor of the Georgetown Immigration Law Journal. She participated in D.C. Law Students In Court, one of the oldest clinical programs in the District of Columbia, where she represented tenants in Landlord & Tenant Court and plaintiff consumers in civil matters in D.C. Superior Court. She also worked as an intern at the U.S. Department of State in the Office of the Legal Adviser, International Claims and Investment Disputes (L/CID).

Prior to law school, Lily attended the University of Notre Dame, where she graduated *magna cum laude* with departmental honors and earned her B.A. in Political Science and was awarded a James F. Andrews Scholarship for commitment to social concerns. She is also a member of the Pi Sigma Alpha and Phi Beta Kappa honor societies.

**SYDNEY JANZEN** is an Associate at EDELSON PC where her practice focuses on consumer privacy-related class actions.

Sydney received her J.D., *cum laude*, from The John Marshall Law School. While in law school, she was Executive Justice of the Moot Court Honor Society, a staff editor of The John Marshall Law Review, and a teaching assistant for Contracts and Legal Writing and Civil Procedure. Sydney represented John Marshall at the Pepperdine National Entertainment Law Competition where she was a quarter-finalist and won Best Petitioner's Brief. Sydney was a 2016 Member of the National Order of Scribes.

Prior to attending law school, Sydney attended DePaul University where she graduated, *summa cum laude*, with a B.A. in English and French.

**J. AARON LAWSON** is an Associate at EDELSON PC where his practice focuses on appeals and complex motion practice.

Prior to joining EDELSON PC, Aaron served for two years as a Staff Attorney for the United States Court of Appeals for the Seventh Circuit, handling appeals involving a wide variety of subject matter, including consumer-protection law, employment law, criminal law, and federal habeas corpus. While at the University of Michigan Law School, Aaron served as the Managing Editor for the Michigan Journal of Race & Law, and participated in the Federal Appellate Clinic. In the clinic, Aaron briefed a direct criminal appeal to the United States Court of Appeals for the Sixth Circuit, and successfully convinced the court to vacate his client's sentence.

**DAVID I. MINDELL** is an Associate at EDELSON PC where he helps direct a team of attorneys and engineers in investigating and litigating cases involving complex tech fraud and privacy violations. His team's research has led to lawsuits involving the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through mobile-devices and computers, unlawful collection, storage, and dissemination of consumer data, mobile-device privacy violations, large-scale data breaches, and the Bitcoin industry. On the other side, David also serves as a consultant to a variety of emerging technology companies.

Prior to joining EDELSON PC, David co-founded several tech, real estate, and hospitality related ventures, including a tech startup that was acquired by a well-known international corporation within its first three years. David has advised tech companies on a variety of legal and strategic



business-related issues, including how to handle and protect consumer data. He has also consulted with startups on the formation of business plans, product development, and launch.

While in law school, David was a research assistant for University of Chicago Law School Kauffman and Bigelow Fellow, Matthew Tokson, and for the preeminent cyber-security professor, Hank Perritt at the Chicago-Kent College of Law. David's research included cyberattack and denial of service vulnerabilities of the Internet, intellectual property rights, and privacy issues.

David has spoken to a wide range of audiences about his investigations and practice.

**AMIR MISSAGHI** is an Associate at EDELSON PC where he focuses on technology and privacy class actions.

Amir received his J.D. from the Chicago-Kent College of Law, where he was a member of the Moot Court Honor Society and a teaching assistant in Property. Before law school, he attended the University of Minnesota, where he received his B.S. and M.S. in Applied Economics. He then began working at a Fortune 50 company as a programmer and data analyst. During that time Amir started working on his graduate studies in Applied Economics where he focused on analyzing consumer choice in healthcare markets.

**MICHAEL OVCA** is an incoming Associate at EDELSON PC where he focuses on consumer, privacy-related and technology-related class actions.

Michael received his J.D. *cum laude* from Northwestern University, where he was an associate editor of the Journal of Criminal Law and Criminology, and a member of several award winning trial and moot court teams.

Prior to law school, Michael graduated *summa cum laude* with a degree in political science from the University of Illinois.

**ALBERT J. PLAWINSKI** is an incoming Associate at EDELSON PC where he focuses on investigating privacy violations by consumer products and IoT devices.

Albert received his J.D. from the Chicago-Kent College of Law. While in law school, Albert served as the Web Editor of the Chicago-Kent Journal of Intellectual Property. Albert was also a research assistant for professor Hank Perritt for whom he researched various legal issues relating to the emerging consumer drone market—e.g., data collection by drone manufacturers and federal preemption obstacles for states and municipalities seeking to legislate the use of drones. Additionally, Albert earned a CALI award, for receiving the highest course grade, in Litigation Technology.

Prior to law school, Albert graduated with Highest Distinctions with a degree in Political Science from the University of Illinois at Urbana-Champaign.

**DAN SCHNEIDER** is an incoming Associate at EDELSON PC where he focuses on consumer protection and privacy-related class actions.

Dan received his J.D. *summa cum laude* from the University of Wisconsin, where he served as an Articles Editor for the Wisconsin Law Review.

Prior to law school, Dan graduated *magna cum laude* with a B.A. in Visual and Media Arts from Emerson College. He later worked as a freelance journalist for many years covering economics, activism, and music in the Boston area. His work has appeared in *The Atlantic*, *The Boston Globe*, and *In These Times*, among other outlets.

**KELLY SINGLETON** is an incoming Associate at EDELSON PC where she focuses on privacy and technology-related class actions.

Kelly received her J.D. from Georgetown University Law Center. While in law school, she served as a research assistant for the Georgetown Center on Privacy & Technology, a technology law fellow to U.S. Senator Ron Wyden (D-OR), a Judiciary Committee law clerk to U.S. Senator Al Franken (D-MN), and a teaching fellow for Privacy, Civil Liberties & Face Recognition: Legislating Privacy Protections for 21st Century Tracking Technologies. Kelly also conducted Freedom of Information Act fieldwork at the Electronic Privacy Information Center and interned at the U.S. Department of Justice Office of Privacy and Civil Liberties.

Prior to law school, Kelly graduated *magna cum laude* with a degree in Philosophy with departmental honors from George Washington University.

**BEN THOMASSEN** is an Associate at EDELSON PC where he focuses on consumer litigation, with an emphasis on privacy and data breach class actions.

Ben's work at the firm has achieved significant results for classes of consumers. He has been appointed as class counsel in several high profile cases, including, for example, *Harris v. comScore, Inc.*, No. 11-cv-5807 (N.D. Ill.) (appointed class counsel in case against data analytics company, which is estimated to be the largest privacy class action certified on adversarial basis and resulted in \$14MM settlement). Ben has also played critical and leading roles in developing, briefing, and arguing novel legal theories on behalf of his clients, including by delivering the winning oral argument to the Eleventh Circuit in the seminal case of *Resnick, et al. v. AvMed, Inc.*, No. 10-cv-24513 (S.D. Fla.) (appointed class counsel in industry-changing data breach case, which obtained a landmark appellate decision endorsing common law unjust enrichment theory, irrespective of whether identity theft occurred) and recently obtaining certification of a class of magazine subscribers in *Coulter-Owens v. Time, Inc.*, No. 12-cv-14390 (E.D. Mich.) (achieved adversarial certification in privacy case brought by class of magazine subscribers against magazine publisher under Michigan's Preservation of Personal Privacy Act). His cases have resulted in millions of dollars to consumers.

Ben graduated *magna cum laude* from Chicago-Kent College of Law, where he also earned a certificate in Litigation and Alternative Dispute Resolution and was named Order of the Coif. He also served as Vice President of Chicago-Kent's Moot Court Honor Society and earned (a



currently unbroken firm record of) seven CALI awards for receiving the highest grade in Appellate Advocacy, Business Organizations, Conflict of Laws, Family Law, Personal Income Tax, Property, and Torts. In 2017, Ben was selected as an Illinois Emerging Lawyer by Leading Lawyers.

Before settling into his legal career, Ben worked in and around the Chicago and Washington, D.C. areas in a number of capacities, including stints as a website designer/developer, a regular contributor to a monthly Capitol Hill newspaper, and a film projectionist and media technician (with many years experience) for commercial theatres, museums, and educational institutions. Ben received a Master of Arts degree from the University of Chicago and his Bachelor of Arts degree, *summa cum laude*, from St. Mary's College of Maryland.

**ALEXANDER G. TIEVSKY** is an Associate at EDELSON PC, where he concentrates on complex motion practice and appeals in consumer class action litigation.

He received his J.D. from the Northwestern University School of Law, where he graduated from the two-year accelerated J.D. program. While in law school, Alex was Media Editor of the Northwestern University Law Review. He also worked as a member of the Bluhm Legal Clinic's Center on Wrongful Convictions. Alex maintains a relationship with the Center and focuses his public service work on seeking to overturn unjust criminal convictions in Cook County.

Alex's past experiences include developing internal tools for an enterprise software company and working as a full-time cheesemonger. He received his A.B. in linguistics with general honors from the College of the University of Chicago.

**SCHUYLER UFKES** is an incoming Associate at EDELSON PC where he focuses on consumer and privacy-related class actions.

Schuyler received his J.D. *magna cum laude* from the Chicago-Kent College of Law. While in law school, Schuyler served as an Executive Articles Editor for the Chicago-Kent Law Review and was a member of the Moot Court Honor Society. Schuyler earned five CALI awards for receiving the highest grade in Legal Writing II, Legal Writing III, Pretrial Litigation, Supreme Court Review, and Professional Responsibility.

Prior to law school, Schuyler studied Consumer Economics and Finance at the University of Illinois Urbana-Champaign.

**ELI WADE-SCOTT** is an Associate at Edelson PC where his practice focuses on consumer, privacy-related, and tech-related class actions.

Before joining Edelson, Eli was a Skadden Fellow at LAF, Cook County's federally-funded legal aid provider. There, Eli represented dozens of low-income tenants in affirmative litigation against their landlords to remedy dangerous housing conditions, such as pest infestations, absence of heat and hot water, and sewage back-ups. Eli secured numerous temporary restraining orders requiring landlords to perform necessary repairs, and obtained tens of thousands of dollars in damages for his clients.

Most recently, Eli served as a law clerk to the Honorable Judge Rebecca Pallmeyer of the Northern District of Illinois. During law school, he was an Executive Editor on the Harvard Law and Policy Review.

**JACOB WRIGHT** is an Associate at EDELSON PC where his practice focuses on consumer and privacy-related class actions.

Jacob graduated with honors from the University of Texas at Austin with a degree in Government and Middle Eastern Studies. He received his J.D. *cum laude* from American University College of Law.

Jacob is a Member of the Equality Illinois Political Action Committee as well as a Next Generation Board Member of La Casa Norte.

**SHAWN DAVIS** is the Director of Digital Forensics at EDELSON PC, where he leads a technical team in investigating claims involving privacy violations and tech-related abuse. His team's investigations have included claims arising out of the fraudulent development, marketing, and sale of computer software, unlawful tracking of consumers through digital devices, unlawful collection, storage, and dissemination of consumer data, large-scale data breaches, receipt of unsolicited communications, and other deceptive marketing practices.

Prior to joining EDELSON PC, Shawn worked for Motorola Solutions in the Security and Federal Operations Centers as an Information Protection Specialist. Shawn's responsibilities included network and computer forensic analysis, malware analysis, threat mitigation, and incident handling for various commercial and government entities.

Shawn is an Adjunct Industry Associate Professor for the School of Applied Technology at the Illinois Institute of Technology (IIT) where he has been teaching since December of 2013. Additionally, Shawn is a faculty member of the IIT Center for Cyber Security and Forensics Education which is a collaborative space between business, government, academia, and security professionals. Shawn's contributions aided in IIT's designation as a National Center of Academic Excellence in Information Assurance by the National Security Agency.

Shawn graduated with high honors from the Illinois Institute of Technology with a Masters of Information Technology Management with a specialization in Computer and Network Security. During graduate school, Shawn was inducted into Gamma Nu Eta, the National Information Technology Honor Society.