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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF CALIFORNIA

EFRAIN MUNOZ, *et al.*,
*individually and on behalf of all
others similarly situated.*

Plaintiffs

V.

PHH CORP., PHH MORTGAGE CORP., PHH HOME LOANS, LLC. and ATRIUM INSURANCE CORP.,

Defendants

No. 1:08-cv-00759-MMB-BAM

PLAINTIFFS' REPLY
MEMORANDUM IN SUPPORT
OF MOTIONS FOR FINAL
APPROVAL OF SETTLEMENT
AND FOR ATTORNEYS' FEES,
LITIGATION EXPENSES, AND
REPRESENTATIVE PLAINTIFF
SERVICE AWARDS

Dent: Ctrm 10 (13th fl)

Judge: Hon M Miller Baker

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1 Plaintiffs, Efrain Munoz, Leona Lovette, Stefanie Trudnowski, John
 2 Hoffman, and Daniel Maga, II (collectively, “Plaintiffs”) by and through
 3 Class Counsel,¹ respectfully submit this Reply Memorandum in Support of
 4 their Motions for Final Approval of Settlement and for an Award of
 5 Attorneys’ Fees, Reimbursement of Expenses, and Representative Plaintiff
 6 Service Awards (“Motions”).

7 **I. INTRODUCTION**

8 As detailed in Plaintiffs’ and Class Counsel’s opening papers in
 9 support of the Motions filed on October 30, 2025 (Dkt. Nos. 618-620)
 10 (“Opening Papers”), the proposed Settlement—providing for an \$875 per
 11 loan payout in exchange for the resolution of all claims asserted in the
 12 Action against Defendants—is an exceptional result for the Class. The
 13 Settlement is the culmination of nearly two decades of hard-fought
 14 litigation -- that ended just before trial -- and included protracted arm’s-
 15 length negotiations between experienced counsel.

16 The Settlement accounts for the substantial risks involved in taking
 17 this complex Action to trial, as well as the delay and continued expense of
 18 post-trial appeals. The Settlement amount will be distributed fairly and
 19 equitably, with all Class Members that file valid timely claims receiving
 20 the same payout per affected loan regardless of the number of claims
 21 submitted. In addition, Class Counsel’s requests for a fee in the amount of
 22 \$9,031,000, reimbursement of litigation expenses, and payment of

23
 24

 25 ¹ Capitalized terms not defined herein shall have the same meaning
 26 ascribed to them in Plaintiffs’ Unopposed Motions for Final Approval of
 27 Settlement and For an Award of Attorneys’ Fees, Reimbursement of
 Expenses, and Representative Plaintiff Service Awards and the Settlement
 Agreement (Dkt Nos. 618, 619, 620-1).

1 Representative Plaintiff service awards (none of which will in any way
 2 affect the Class Members' payouts) are fair and reasonable considering the
 3 result achieved for the Class, the extent and caliber of the work performed
 4 by Class Counsel over the course of 17 years, and the contributions of the
 5 Plaintiffs to the outcome of this Action.

6 Given the quality of the Settlement, it is perhaps not surprising that
 7 the Class's response has been overwhelmingly positive. In accordance with
 8 the Court's August 11, 2025 Order preliminarily approving the Settlement
 9 and authorizing Notice (Dkt. No. 615) ("Preliminary Approval Order"), the
 10 Settlement Administrator, JND Legal Administration ("JND"), conducted
 11 an extensive notice campaign that informed Class Members of the
 12 Settlement as well as their options regarding requesting exclusion from the
 13 Class or submitting an objection.

14 In response to this robust notice campaign, there have been no timely
 15 exclusions from the Settlement and ***no objections*** to any aspect of the
 16 Settlement, including the requested attorneys' fees, litigation expenses,
 17 and service awards—a stark indication that the Settlement is fair and
 18 reasonable and should be approved.² Moreover, as of December 1, 2025,
 19 JND has already received 7,692 Claim Forms,³ representing 22.8% of the
 20 Class, which already far surpasses the average "overall claims rate of ...
 21 less than 10%" reported by the FTC in a 2019 study of consumer class action
 22 settlement campaigns.

23 The Motions should be approved.

24

25

² See Supplemental Declaration of Heather Follensbee ("Supp. JND Decl.") attached as Exhibit 1, at ¶¶ 13, 15. As noted in fn. 2 of that declaration, JND did receive one late exclusion request, dated November 28, 2025.

³ See *id.* at ¶ 17.

II. ARGUMENT

Plaintiffs and Class Counsel respectfully submit that their Opening Papers demonstrate that approval of the Motions is warranted. Now that the deadline for objections and exclusions has passed, the lack of any objections or timely exclusion requests and the number of additional Claim Forms that have been submitted provides additional support for the Court's approval of the Motions.

A. The Extensive Court-Approved Notice Program

In accordance with the Court’s Preliminary Approval Order, JND conducted an extensive notice program under Class Counsel’s supervision. As explained in the Opening Papers, the notice program included sending a personalized Long-Form Notice with an included Claim Form by First-Class U.S. Mail to potential Class Members, sending the E-mail Summary Notice to the e-mail addresses associated with Class Member records, engaging in a comprehensive digital and internet search campaign over various media platforms, and posting relevant information and documents, including the Long-Form Notice and the Opening Papers, on the Settlement Website.⁴

On September 10, 2025, JND began sending notice to the potential Class Members identified in Defendants' August 2025 data production.⁵ On that date, JND mailed a total of 48,413 personalized Long-Form Notices to potential Class Members and e-mailed a total of 21,832 Summary E-Mail Notices to each of the e-mail addresses associated with Class Member

⁴ See Declaration of Heather Follensbee (Dkt. No. 620-2) (“Initial JND Decl.”), at ¶¶ 7, 15-25.

⁵ See *id.* at ¶¶ 13, 15, 17.

records.⁶ Ultimately, nearly 93%, i.e., 44,887, of the personalized Long-Form Mailed Notices were successfully delivered.⁷

The personalized Long-Form Notice mailed to Class Members and Long-Form Notice posted on the Settlement Website informed Class Members of the terms of the proposed Settlement, and that Class Counsel would apply for: (i) an award of attorneys' fees in an amount of up to \$9,031,000; (ii) Litigation Expenses in an amount of up to \$2.1 million; and (iii) Service Awards to Representative Plaintiffs in an amount of up to \$5,000 each.⁸ These notices also advised Class Members of their right to request exclusion from the Class and to object to the proposed Settlement and/or the request for attorneys' fees, Litigation Expenses, and Representative Service Awards, as well as the deadline for doing so.⁹

In addition to the direct notice campaign, JND also reached out to internet users through a far-reaching media notice campaign conducted from September 10, 2025 through October 7, 2025, that transmitted digital ads over various media platforms such as OMTD, GDN, Facebook and Instagram. In total, roughly 10.4 million impressions were served during this time.¹⁰ The Summary Ads provided a link to the Settlement Website

⁶ See Supp. JND Decl., at ¶ 4; Initial JND Decl., at ¶¶ 15, 17.

⁷ See Supp. Supp. JND Decl., ¶¶ 4-5.

⁸ See Long-Form Notice, Dkt. No. 620-2, Ex. B (pp. 20-29 of 57) at ¶ 19 and Summary Email Notice, Dkt. 620-2, Ex. C (pp. 31-33 of 57) at p. 32.

⁹ See Long-Form Notice, Dkt. 620-2 at pp. 22, 26-27; Summary Email Notice, Dkt. 620-2 at pp. 32-33. The Court extended the deadline for objections and exclusions to November 13, 2025, which JND posted notice of on the Settlement Website. See Supp. JND Declaration at ¶¶ 12, 14.

¹⁰ See Initial JND Decl., ¶¶ 19-20.

1 where recipients could obtain a claim form and/or additional information.¹¹

2 On October 30, 2025, 14 days before the objection and exclusion
 3 deadline, Plaintiffs and Class Counsel filed their Opening Papers in
 4 support of the Settlement and request for a fee award, Litigation Expenses
 5 and Representative Service Awards. These papers are available on the
 6 public docket (Dkt. Nos. 618-620), and were also posted to the Settlement
 7 Website.¹² As of December 1, 2025, JND has tracked 34,915 unique users
 8 with 80,923 page views, which includes 1,427 additional unique users and
 9 6,563 additional page views since October 30, 2025.¹³

10 Here, the efforts taken to notify the Settlement Class Members of the
 11 Settlement were substantial and effective. The exceedingly high reach of
 12 the direct mailed notice campaign and the e-mail notice campaign as
 13 supplemented by the digital notice program and Settlement website,
 14 ensured that Class Members did and could obtain information and get
 15 answers to any questions about of the Settlement.¹⁴

16 **B. The Reaction of the Class Supports Approval of the
 17 Settlement and Motion for Attorneys' Fees, Litigation
 18 Expenses and Service Awards**

19 The Ninth Circuit instructs district courts to consider the reaction of
 20 the class in determining whether to approve a class action settlement. *See*
 21 *Churchill Vill., L.L.C. v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). “It is
 22 established that the absence of a large number of objections to a proposed

24 ¹¹ *See id.* at Ex. D (pp. 35-57).

25 ¹² *See* Supp. JND Decl., ¶ 7.

26 ¹³ *See* Supp. JND Decl. ¶ 8.

27 ¹⁴ *See* Supp. JND Decl. at ¶¶ 4-11; Initial JND Decl. at ¶¶ 19-21.

1 class action settlement raises a strong presumption that the terms of a
 2 proposed class settlement action are favorable to the class members.” *Nat'l*
 3 *Rural Telecomms. Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 529 (C.D. Cal.
 4 2004).

5 Here, the absence of *any objections* and any timely exclusions strongly
 6 supports a finding that the proposed Settlement is fair, reasonable, and
 7 adequate. *See, e.g., Cruz v. MM 879, Inc.*, 2025 WL 3004096, at *18 (E.D.
 8 Cal. Oct. 27, 2025) (“[T]he absence of a large number of objections to a
 9 proposed class action settlement raises a strong presumption that the
 10 terms of a proposed class action settlement are favorable to the class
 11 members.”) (quoting *Nat'l Rural Telecomms.*, 221 F.R.D. 523, 529 (C.D. Cal.
 12 2004)); *Vataj v. Johnson*, 2021 WL 5161927, at *7 (N.D. Cal. Nov. 5, 2021)
 13 (same); *Rojas-Cifuentes v. ACX Pac. Nw. Inc.*, 2025 WL 2731864, at *7 (E.D.
 14 Cal. Sep. 25, 2025) (Observing that the absence of any objections or opt-
 15 outs “weigh[s] significantly in favor of granting final approval.”); *Taafua v.*
 16 *Quantum Glob. Techs., LLC*, 2021 WL 579862, at *7 (N.D. Cal. Feb. 16,
 17 2021) (same).

18 Likewise, the absence of any objections to Class Counsel’s motion for
 19 attorneys’ fees and expenses supports a finding that the fee and expense
 20 request is fair and reasonable. *See, e.g., Mondrian v. Trius Trucking, Inc.*,
 21 2022 WL 6226843, at *12 (E.D. Cal. Oct. 6, 2022) (noting that “the absence
 22 of any objection to the settlement or requests for exclusions despite specific
 23 notice to the class regarding the amount of attorneys’ fees counsel sought”
 24 was “persuasive” in reaching its determination that the fees sought were
 25 reasonable.); *Maciel v. Bar 20 Dairy, LLC*, 2021 WL 1813177, *9 (E.D. Cal.
 26 May 5, 2021) (expressly noting that “the absence of any objections to the
 27 settlement and the single request for exclusion from the settlement also

1 supports the award of the attorneys' fees sought in this case."); *Acosta v.*
 2 *Frito-Lay, Inc.*, 2018 WL 2088278, at *12 (N.D. Cal. May 4, 2018) ("The
 3 absence of objections or disapproval by class members . . . supports the
 4 finding that Plaintiffs' request is reasonable.").

5 **C. Class Member Recovery**

6 As set forth in the notices, Class Members are required to submit a
 7 completed Claim Form either by mail or through the online portal available
 8 on the Settlement Website and affirm (via checking a box) whether they
 9 were a borrower on an affected loan and, to the best of their memory, paid
 10 some amount for private mortgage insurance in connection with the loan.¹⁵
 11 As of December 1, 2025, JND has received 1,256 additional Claim Forms
 12 since October 30, 2025 for a total of just under 7,700 Claim Forms.¹⁶ As
 13 such, the Class is already reasonably certain to realize a claims payout of
 14 approximately \$6,730,500.¹⁷

15 The claims rate of 22.8%, and the corresponding substantial monetary
 16 benefit to the Class, is a tremendous result. Moreover, given the remaining
 17 time in the Claims Period, which runs through August 11, 2026, and the
 18 additional reminder campaign to prompt Settlement Class Members who
 19 have not yet done so to file claims, Class Counsel will continue to monitor
 20 the claims process as additional claims are filed. Accordingly, it is nearly
 21 certain that the ultimate payout to the Class will be even higher than the
 22 amount based on the claims to date.

23

24

25 ¹⁵ See Dkt No. 620-2, Ex. B at p. 29 of 57.

26 ¹⁶ See Supp. JND Decl., ¶ 17.

27 ¹⁷ Calculated by multiplying 7,692 by \$875.

III. CONCLUSION

For the foregoing reasons and the additional reasons set forth in their Opening Papers, Plaintiffs and Class Counsel respectfully request that the Court grant final approval to the Settlement and the motion for attorneys' fees, Litigation Expenses and Service Awards to Plaintiffs. Copies of the (i) proposed Final Approval Order and Judgment, and (ii) proposed Order Awarding Attorneys' Fees, Litigation Expenses and Service Award are attached hereto as Exhibits 2 and 3.¹⁸

DATED: December 1, 2025

Respectfully submitted,

**KESSLER TOPAZ
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Counsel for Plaintiffs and the Class

¹⁸ If Your honor so desires, Class Counsel can also email a Word version of the proposed orders directly to Chambers for the convenience of the Court.

CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing Reply Memorandum of Points and Authorities contains 2,016 words, as reported by Microsoft Word.

/s/ Joseph H. Meltzer

Joseph H. Meltzer

CERTIFICATE OF SERVICE

I hereby certify that on December 1, 2025, a true and correct copy of the foregoing document was electronically filed with the Clerk of Court, is available for viewing and downloading from the ECF system, and will be served by operation of the Court's electronic filing system (CM/ECF) upon all counsel of record.

/s/ Joseph H. Meltzer
Joseph H. Meltzer

EXHIBIT 1

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

Efrain Munoz, *et al.* Individually, and
On Behalf of All Others Similarly Situated,

Plaintiffs,

V.

PHH Corp., PHH Mortgage Corp., PHH Home Loans, LLC, and Atrium Insurance Corp.,

Defendants.

Case No. 1:08-cv-00759-MMB-BAM

**SUPPLEMENTAL DECLARATION OF
HEATHER FOLLENSBEE REGARDING
SETTLEMENT NOTICE PLAN
IMPLEMENTATION**

I, HEATHER FOLLENSBEE, declare and state as follows:

1. I am a Director at JND Legal Administration (“JND”). JND is a legal administration service provider with its headquarters located in Seattle, Washington. JND has extensive experience with all aspects of legal administration and has administered settlements in hundreds of class action cases.

2. JND is serving as the Settlement Administrator¹ in the above-captioned litigation (“Action”), for the purposes of administering the Settlement Agreement, approved by the Court in its Opinion and Order Granting Preliminary Approval of Class Action Settlement and Conditional Class Certification, entered August 11, 2025 (“Order”).

3. This Supplemental Declaration is meant to supplement my previous declaration dated October 29, 2025 (the “Initial Declaration”). This Supplemental Declaration is based on my personal knowledge and information provided to me by experienced JND employees and, if called on to do so, I could and would testify competently thereto.

MAILED NOTICE

4. As of the date of this Declaration, 48,413 Mailed Notices have been mailed. Of those, 4,674 were returned to JND as undeliverable and, as reported in the Initial Declaration, 776 of those undeliverable Mailed Notices were forwarded to updated addresses provided by the USPS. Additionally, as a result of JND's continued advanced address research for the remaining undeliverable Mailed Notices, JND received updated address information for an additional 428 Settlement Class Members and promptly re-mailed Mailed Notices to these 428 Settlement Class Members (56 of which were returned as undeliverable to JND a second time).

5. In total, 44,887 Mailed Notices, i.e., nearly 93%, of the 48,413 Mailed Notices, were successfully delivered. This constitutes a very successful and effective direct notice reach. As noted in the

¹ Capitalized terms used and not otherwise defined herein shall have the meanings given such terms in the Settlement Agreement (“Settlement Agreement”).

1 Initial JND Declaration, the FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain*
 2 *Language Guide* considers a notice plan with above 70% reach to be high and effective.

3 **SETTLEMENT WEBSITE AND E-MAIL ADDRESS**

4 6. As detailed in the Initial Declaration, JND established a Settlement Website
 5 (www.PHMHISettlement.com), which provides comprehensive information about the Settlement,
 6 including copies of important case documents, answers to frequently asked questions, and contact
 7 information for the Settlement Administrator. Additionally, the Settlement Website allows Settlement
 8 Class Member borrowers to submit a Claim Form electronically by using the Unique ID and PIN from
 9 their notice or download a fillable copy of the Claim Form if they elected to print and submit it by mail.

10 7. JND updates the Settlement Website with new filed case documents and orders promptly
 11 once docketed. The Motion for Final Approval and Motion for Attorneys' Fees, Expenses, and Service
 12 Awards, along with the Declaration of Joseph H. Meltzer, which were filed on October 30, 2025, were
 13 posted to the website on November 10, 2025.

14 8. As of the date of this Supplemental Declaration, the Settlement Website has tracked 34,915
 15 unique users (i.e., 1,427 more than the 33,488 unique users reported in the Initial Declaration) with 80,923
 16 pages views (i.e., 6,563 more than the 74,360 page views reported in the Initial Declaration). JND will
 17 continue to update and maintain the Settlement Website throughout the administration process.

18 9. As detailed in the Declaration, JND established a dedicated e-mail address
 19 (info@PHMHISettlement.com) to receive and respond to Settlement Class Member borrower inquiries.
 20 JND generates e-mail responses from scripted answers to FAQs, which are also used by our call center
 21 personnel for efficiency and uniformity of messaging. To date, JND has received approximately 1,436
 22 incoming email inquiries to the dedicated e-mail address (i.e., 185 more than the 1,251 reported at the
 23 time of the Initial Declaration).

TOLL-FREE INFORMATION LINE

10. As detailed in the Initial Declaration, JND established a case-specific toll-free number (1-855-779-8982) for Settlement Class Members to call to obtain information regarding the Settlement.

11. As of the date of this Supplemental Declaration, the toll-free number has received 625 incoming calls (i.e., 86 more than the 539 incoming calls reported in the Initial Declaration). JND will continue to maintain the toll-free number throughout the settlement administration process.

REQUESTS FOR EXCLUSION

12. As detailed in the Initial Declaration, the Notices informed recipients that any Class Member who wished to exclude themselves from the proposed Settlement ("opt-out") had to do so on or before November 10, 2025. The Court extended the deadline to November 13, 2025, in its Order Granting Motion for Extension of Time, dated October 22, 2025, and the Settlement Website was updated to advise Class Members of the extended deadline.

13. As of the date of this Supplemental Declaration, JND has not received, and is not aware of, any timely² exclusion requests.

OBJECTIONS

14. As detailed in the Initial Declaration, the Notices informed recipients that any Settlement Class Member who wished to object to the proposed Settlement could do so by filing a written objection with the Court, postmarked on or before November 10, 2025. The Court extended the deadline to November 13, 2025, in its Order Granting Motion for Extension of Time, dated October 22, 2025, and the Settlement Website was updated to advise Class Members of the extended deadline.

15. As of the date of this Supplemental Declaration, JND has not received, and is not aware of, any objections.

28 ² JND did receive one late filed exclusion request dated November 28, 2025, on that date.

1 **CLAIMS RECEIVED**

2 16. As detailed in the Initial Declaration, any Settlement Class Member wishing to receive a
3 payment must submit a complete and timely Claim Form to JND to be eligible for a Settlement payment.
4 The Claim Form must be submitted or postmarked on or before August 11, 2026.

5 17. Since the date of the Initial Declaration, JND has received an additional 1,256 Claim Form
6 submissions. Thus, as of the date of this Supplemental Declaration, JND has received 7,692 Claim Form
7 submissions, of these, 2,901 were mailed or e-mailed, and 4,791 were submitted online. JND is in the
8 process of receiving, reviewing, and validating Claim Form submissions.

9
10
11 I declare under penalty of perjury under the laws of the United States of America that the foregoing
12 is true and correct.

13 Executed December 1st, 2025, in Seattle, Washington.

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17 Heather Follensbee
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EXHIBIT 2

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

EFRAIN MUNOZ, *et. al.*,
Individually, and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

PHH CORP., PHH MORTGAGE
CORP., PHH HOME LOANS, LLC.
and ATRIUM INSURANCE CORP.,

Defendants.

No. 1:08-cv-00759 MMB-BAM

**[PROPOSED] FINAL
APPROVAL ORDER AND
JUDGMENT**

Dept: Ctrm 10 (13th fl.)
Judge: Hon. M. Miller Baker

1 WHEREAS, the above-captioned class action is pending in this Court
2 (“Action”);

3 WHEREAS, (a) Plaintiffs Efrain Munoz, Leona Lovette, Stefanie
4 Melani, John Hoffman, and Daniel Maga, II (collectively, “Plaintiffs”) on
5 behalf of themselves and the Court-certified Class, and (b) Defendants
6 PHH Corp., PHH Mortgage Corp., PHH Home Loans, LLC, and Atrium
7 Insurance Corp. (collectively, “Defendants”) (together with Plaintiffs, the
8 “Parties”) have entered into the Class Action Settlement Agreement dated
9 July 11, 2025 (“Settlement Agreement”), that provides for a complete
10 dismissal with prejudice of the claims asserted against Defendants in the
11 Action on the terms and conditions set forth in the Settlement Agreement,
12 subject to the approval of this Court (“Settlement”);

13 WHEREAS, unless otherwise defined in this Final Approval Order,
14 the capitalized terms herein shall have the same meanings as they have in
15 the Settlement Agreement;

16 WHEREAS, by Order dated August 11, 2025 (ECF 615) (“Preliminary
17 Approval Order”), this Court: (a) found, pursuant to Rule 23(e)(1)(B) of the
18 Federal Rules of Civil Procedure, that it would likely be able to approve the
19 Settlement as fair, reasonable, and adequate under Rule 23(e)(2); (b)
20 ordered that notice of the proposed Settlement be provided to potential
21 members of the Class; (c) provided Class Members with the opportunity to
22 exclude themselves from the Class, to object to the proposed Settlement; and
23 (d) scheduled a hearing regarding final approval of the Settlement;

24 WHEREAS, by Order dated August 11, 2025 (ECF 615), the Court
25 also provisionally certified the following class under Federal Rule of Civil
26 Procedure 23(b)(3) and 23(e): All persons who obtained residential
27 mortgage loans originated and/or acquired by PHH and/or its affiliates on
28 or after January 1, 2007, through December 31, 2009, and, in connection

1 therewith, purchased private mortgage insurance and whose loans were
 2 included within PHH's captive mortgage reinsurance agreements.);¹

3 WHEREAS, pursuant to the Court's Order dated August 11, 2025
 4 (ECF 615), notice was disseminated to potential members of the
 5 Settlement Class to notify them of, among other things: (a) the nature of
 6 the action; (b) the definition of the Settlement Class; (c) the class claims
 7 and issues; (d) Settlement Class Members' right to enter an appearance
 8 through counsel if desired; (e) the necessity of submitting a timely claim
 9 via a valid claim form to be eligible to receive compensation under the
 10 Settlement; (f) the time and manner for submitting a claim form; (g) that
 11 the Court will exclude from the Settlement Class any member who timely
 12 and validly requests such; (h) the time and manner for requesting
 13 exclusion; and (i) the binding effect of a class judgment on Settlement Class
 14 members under Rule 23(c)(3);

15 WHEREAS, due and adequate notice has been given to the Class;

16 WHEREAS, the Court conducted a hearing on December 17, 2025
 17 ("Final Fairness Hearing") to consider, among other things (a) whether the
 18 terms and conditions of the Settlement are fair, reasonable, and adequate
 19

20 ¹ Excluded from the Settlement Class are: (a) Defendants' officers, directors,
 21 and employees; (b) Defendants' affiliates and affiliates' officers, directors, and
 22 employees; (c) Defendants' future, present, and former direct and indirect parents,
 23 subsidiaries, divisions, affiliates, predecessors, successors, and assigns, and their
 24 future, present, and former directors, officers, employees, managers, servants,
 25 principals, agents, insurers, reinsurers, shareholders, investors, attorneys,
 26 advisors, consultants, representatives, partners, joint venturers, divisions,
 27 predecessors, successors, assigns, and agents thereof; (d) all persons who have
 28 previously excluded themselves from the certified class (see ECF. 230, 288, 314);
 and (e) any person otherwise in the Settlement Class who timely and properly
 excludes themselves from the Settlement Class as provided in the Settlement
 Agreement and class notices. All individuals and entities excluded from the Class
 by request are listed on Exhibit 1 hereto.

1 to the Class, and should therefore be approved; and (b) whether a judgment
2 should be entered dismissing the Action with prejudice as against
3 Defendants; and

4 WHEREAS, the Court having reviewed and considered the Settlement
5 Agreement, all papers filed and proceedings held herein in connection with
6 the Settlement, all oral and written comments received regarding the
7 Settlement, and the record in the Action, and good cause appearing
8 therefore;

9 NOW THEREFORE, IT IS HEREBY ORDERED:

10 1. **Jurisdiction** – The Court has jurisdiction over the subject matter
11 of the Action, and all matters relating to the Settlement, as well as personal
12 jurisdiction over all of the Parties and each of the Class Members.

13 2. **Incorporation of Settlement Documents** – This Final Approval
14 Order incorporates and makes a part hereof: (a) the Settlement Agreement
15 filed with the Court on July 31, 2025; and (b) the Long- Form Notice,
16 Summary Notice, and Claim Form, all of which were filed with the Court on
17 the same day.

18 3. **Notice** – The Court finds that the Notice Plan: (a) was
19 implemented in accordance with the Preliminary Approval Order; (b)
20 constituted the best notice practicable under the circumstances; (c)
21 constituted notice that was reasonably calculated, under the circumstances,
22 to apprise Settlement Class Members of (i) the effect of the proposed
23 Settlement (including the releases to be provided thereunder); (ii) Class
24 Counsel’s motion for attorneys’ fees, litigation expenses, and class
25 representative service awards; (iii) their right to object to any aspect of the
26 Settlement and/or Class Counsel’s motion for attorneys’ fees, litigation
27 expenses, and class representative service awards; (iv) their right to exclude
28 themselves from the Class; and (v) their right to appear at the Final

1 Fairness Hearing; (d) constituted due, adequate, and sufficient notice to all
2 individuals and entities entitled to receive notice of the proposed
3 Settlement; and (e) satisfied the requirements of Rule 23 of the Federal
4 Rules of Civil Procedure, the United States Constitution (including the Due
5 Process Clause), and all other applicable law and rules. No Class Member
6 is relieved from the terms of the Settlement, including the releases provided
7 for therein, based upon the contention or proof that such Class Member
8 failed to receive actual or adequate notice. A full opportunity has been
9 offered to Settlement Class Members to object to the proposed Settlement
10 and to participate in the hearing thereon. Thus, it is hereby determined that
11 all Settlement Class Members are bound by this Final Approval Order,
12 except those individuals and entities listed on Exhibit 1 hereto.

13 4. **CAFA Notice** - The Court finds that the notice requirements set
14 forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, have been
15 satisfied.

16 5. **Objections** – There are no objections to the Settlement.

17 6. **Final Settlement Approval and Dismissal of Claims** – Pursuant
18 to, and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil
19 Procedure, this Court hereby fully and finally approves the Settlement set
20 forth in the Settlement Agreement in all respects (including, without
21 limitation, the Settlement Relief, the releases provided for therein, and the
22 dismissal with prejudice of the claims asserted against Defendants in the
23 Action), and finds that the Settlement is, in all respects, fair, reasonable and
24 adequate, and in the best interests of the Class. Specifically, the Court finds
25 that (a) Plaintiffs and Class Counsel have adequately represented the Class;
26 (b) the Settlement was negotiated by the Parties at arm's length; (c) the
27 relief provided for the Class under the Settlement is adequate taking into
28 account the costs, risks, and delay of trial and appeal, the proposed means

1 of distributing the Settlement Relief to the Class, and the proposed
2 attorneys' fee award; and (d) the Settlement treats members of the Class
3 equitably relative to each other. The Parties are directed to implement,
4 perform, and consummate the Settlement in accordance with the terms and
5 provisions contained in the Settlement Agreement.

6 7. The Action and all of the claims asserted against Defendants in
the Action by Plaintiffs and the other members of the Class are hereby
8 dismissed with prejudice as to Defendants. The Parties shall bear their own
9 costs and expenses, except as otherwise expressly provided in the
10 Settlement Agreement.

11 8. **Binding Effect** – The terms of the Settlement Agreement and of
this Final Approval Order shall be forever binding on the Parties and all
12 other members of the Class (regardless of whether or not any individual
13 Class Member submits a claim), as well as their respective successors and
14 assigns. The individuals and entities listed on Exhibit 1 hereto are excluded
15 from the Class pursuant to request and are not bound by the terms of the
16 Settlement Agreement or this Final Approval Order.

17 9. **Release** – The releases set forth in the Settlement Agreement,
18 together with any definitions contained in the Settlement Agreement
19 relating thereto, are expressly incorporated herein. The releases are
20 effective as of the Effective Date. Accordingly, this Court orders that: subject
21 to paragraph 10 below, upon the Effective Date of the Settlement
22 Agreement, the Settlement Class Releasors shall release, forever discharge,
23 will not in any manner pursue this Action, and shall be forever barred from
24 asserting, instituting, or maintaining against the Released Persons, any
25 and all Released Claims, as defined in § 3 of the Settlement Agreement. This
26 release shall not apply to any individual or entity listed on Exhibit 1 hereto.
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1 10. Notwithstanding paragraph 9 above, nothing in this Final
2 Approval Order shall bar any action by any of the Parties to enforce or
3 effectuate the terms of the Settlement Agreement or this Final Approval
4 Order.

5 11. **No Admissions** – This Final Approval Order, the Settlement
6 Agreement, the Settlement, all documents, orders, and other evidence
7 relating to the Settlement, the fact of their existence, any of their terms, any
8 press release or other statement or report by the Parties or by others
9 concerning this Final Approval Order, the Settlement Agreement, the
10 Settlement, their existence, or their terms, any negotiations, proceedings,
11 acts performed, or documents drafted or executed pursuant to or in
12 furtherance of the Settlement Agreement or the Settlement shall not be
13 offered or received as evidence, nor shall they be deemed to be, used as,
14 construed as, or constitute a presumption, concession, admission, or
15 evidence of (a) the validity of any Released Claims or of any liability,
16 culpability, negligence, or wrongdoing on the part of the Released Persons;
17 (b) any fact alleged, any defense asserted or any fault by the Released
18 Persons; (c) the propriety of certifying a litigation class or any decision by
19 any court regarding the certification of a class; and/or (d) whether the
20 consideration to be given in the Settlement Agreement represents the relief
21 that could or would have been obtained through trial in the Action in any
22 trial, civil, criminal, administrative, or other proceeding of the Action or any
23 other action or proceeding in any court, administrative agency, or other
24 tribunal. Defendants and the other Released Persons shall have the right to
25 file the Settlement Agreement and/or the Final Approval Order in any
26 action that may be brought against them in order to support a defense or
27 counterclaim based on principles of res judicata, collateral estoppel, release,
28

1 good-faith settlement, judgment bar, reduction, or any other theory of claim
2 preclusion or issue preclusion or similar defense or counterclaim.

3 12. **Retention of Jurisdiction** – Without affecting the finality of this
4 Final Approval Order in any way, this Court retains continuing and
5 exclusive jurisdiction over: (a) the Parties for purposes of the
6 administration, interpretation, implementation, and enforcement of the
7 Settlement and payment of the Settlement Relief; (b) any motion for
8 attorneys' fees, litigation expenses, or class representative service awards
9 by Class Counsel in the Action; and (c) members of the Class for all matters
10 relating to the Action.

11 13. A separate order shall be entered regarding approval of the
12 motion of Class Counsel for attorneys' fees, litigation expenses, and class
13 representative service. Such order shall in no way affect or delay the finality
14 of this Final Approval Order and shall not affect or delay the Effective Date
15 of the Settlement.

16 14. **Modification of the Agreement of Settlement** – Without further
17 approval from the Court, the Parties are hereby authorized to agree to and
18 adopt such amendments or modifications of the Settlement Agreement or
19 any exhibits attached thereto to effectuate the Settlement that: (a) are not
20 materially inconsistent with this Final Approval Order; and (b) do not
21 materially limit the rights of Settlement Class Members in connection with
22 the Settlement. Without further order of the Court, the Parties may agree
23 to reasonable extensions of time to carry out any provisions of the
24 Settlement.

25 15. **Termination of Settlement** – If the Settlement is terminated as
26 provided in the Settlement Agreement or the Effective Date of the
27 Settlement otherwise fails to occur, this Final Approval Order shall be
28 vacated, rendered null and void, and be of no further force and effect, except

1 as otherwise provided by the Settlement Agreement, and this Final
2 Approval Order shall be without prejudice to the rights of Plaintiffs, the
3 other members of the Class, and Defendants, and the Parties shall be
4 restored to their respective positions immediately preceding execution of the
5 Settlement Agreement, and any intervening Court rulings or decisions shall
6 be vacated, as provided in the Settlement Agreement.

7 16. **Entry of Final Judgment** – There is no just reason to delay the
8 entry of this Final Approval Order and immediate entry by the Clerk of the
9 Court is expressly directed.

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11 **IT IS SO ORDERED.**

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13 Dated: _____, 2025

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15 HON. M. MILLER BAKER²

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28 ² Judge of the United States Court of International Trade, sitting by designation.

Exhibit 1

List of Individuals and Entities Excluded from the Class Pursuant to Request

EXHIBIT 3

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

EFRAIN MUÑOZ, *et. al.*,
Individually, and On Behalf of All
Others Similarly Situated,

Plaintiffs,

v.

PHH CORP., PHH MORTGAGE
CORP., PHH HOME LOANS, LLC.
and ATRIUM INSURANCE CORP.,

Defendants.

No. 1:08-cv-00759 MMB-BAM

**[PROPOSED] ORDER
AWARDING ATTORNEYS' FEES,
LITIGATION EXPENSES, AND
SERVICE AWARDS**

Dept: Ctrm 10 (13th fl.)

Judge: Hon. M. Miller Baker

1 This matter came on for hearing on December 17, 2025 (“Final Fairness
2 Hearing”), on Class Counsel’s Motion for Award of Attorneys’ Fees,
3 Reimbursement of Litigation Expenses, And Representative Plaintiff
4 Service Awards. The Court, having considered all matters submitted to it at
5 the Final Fairness Hearing and otherwise; it appearing that notice of the
6 Final Fairness Hearing substantially in the forms approved by the Court,
7 which advised of Class Motion for Award of Attorneys’ Fees, Reimbursement
8 of Litigation Expenses, And Representative Plaintiff Service Awards, was
9 emailed/mailed to potential Settlement Class Members identified in the data
10 provided by Defendants, and that a notice campaign, including the
11 transmittal of the Long-Form Notice and Summary Notice over various
12 media platforms, was conducted in the manner approved by the Court; and
13 the Court having considered and determined the fairness and
14 reasonableness of the attorneys’ fees, litigation expenses, and service awards
15 requested,

16 NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

17 1. This Order incorporates by reference the definitions in the
18 Settlement Agreement dated July 11, 2025 (ECF 614-2) (“Settlement
19 Agreement”), and all terms not otherwise defined herein shall have the same
20 meanings as set forth in the Settlement Agreement.

21 2. The Court has jurisdiction to enter this Order and over the
22 subject matter of the Action and all Parties to the Action, including all
23 Settlement Class Members.

24 3. Notice of Class Counsel’s motion for attorneys’ fees,
25 reimbursement of litigation expenses, and representative plaintiff service
26 awards and the date for the hearing on such motion was given to Settlement
27 Class Members. The forms and methods of notifying the Settlement Class of
28 the motion for attorneys’ fees, reimbursement of litigation expenses, and

1 representative plaintiff service awards satisfied the requirements of Rule 23
2 of the Federal Rules of Civil Procedure, due process, and all other applicable
3 law and rules, constituted the best notice practicable under the
4 circumstances, and constituted due and sufficient notice to all persons and
5 entities entitled thereto.

6 4. Class Counsel are hereby awarded attorneys' fees in the amount
7 of \$9,031,000 and reimbursement of litigation expenses in the amount of
8 \$2,074,556.63. These attorneys' fees and expenses shall be paid by
9 Defendants separate and apart from any Settlement distributions paid to
10 Settlement Class Members and the Court finds these sums to be fair and
11 reasonable.

12 5. In making this award of attorneys' fees and litigation expenses,
13 the Court has considered and found that:

14 a. The Settlement before the Court for final approval provides
15 for the resolution of all claims in the Action in exchange for a cash
16 payment of \$875 per loan to Settlement Class Members who submit a
17 valid and timely claim form, and, therefore, Settlement Class Members
18 will benefit from the Settlement that occurred because of the efforts of
19 Class Counsel;

20 b. Long-Form Notices were sent to 48,413 uniquely named
21 Settlement Class Member borrower addresses and posted on the
22 Settlement website, and E-mail Notices were emailed to each of the
23 21,832 e-mail addresses associated with Settlement Class Member
24 records. The notices advised that Class Counsel would apply for
25 attorneys' fees in the same amounts now requested and reimbursement
26 of litigation expenses in an amount slightly less than the amount
27 identified, and no objections to the requested attorneys' fees or
28 litigation expenses were submitted;

1 c. Class Counsel conducted the litigation and achieved the
2 Settlement with skill, perseverance, and diligent advocacy;

3 d. The Action raised a number of complex issues;

4 e. Had Class Counsel not achieved the Settlement, there
5 would remain a significant risk that Plaintiffs and the other members
6 of the Class may have recovered less or nothing from Defendants;

7 f. Over the course of 17 years, Class Counsel devoted nearly
8 63,000 hours, with a lodestar value of over \$30.5 million, to achieve the
9 Settlement;

10 g. The requested fee award of \$9,031,000 amounts to less than
11 one-third of the actual lodestar, representing a multiplier of .29514,
12 and

13 h. The amount of attorneys' fees awarded and expenses to be
14 paid from the Settlement Fund are fair and reasonable and consistent
15 with awards in similar cases.

16 6. Plaintiffs are hereby each awarded a service award in the amount
17 of \$5,000, to be paid by Defendants within ten (10) business days after entry
18 of this Order, for the time and effort they devoted to prosecuting the Class's
19 claims and achieving the substantial Settlement for the Class.

20 7. Any appeal or any challenge affecting this Court's approval
21 regarding any attorneys' fees and expense application shall in no way disturb
22 or affect the finality of the Final Approval Order.

23 8. Exclusive jurisdiction is hereby retained over the Parties and the
24 Settlement Class Members for all matters relating to this Action, including
25 the administration, interpretation, effectuation or enforcement of the
26 Settlement Agreement and this Order.

1 9. In the event that the Settlement is terminated or the Effective
2 Date of the Settlement otherwise fails to occur, this Order shall be rendered
3 null and void to the extent provided by the Settlement Agreement.

4 10. There is no just reason for delay in the entry of this Order, and
5 immediate entry by the Clerk of the Court is expressly directed.

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7 **IT IS SO ORDERED.**

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9 Dated: _____, 2025

10 HON. M. MILLER BAKER¹

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28 ¹ Judge of the United States Court of International Trade, sitting by designation.