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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' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF SETTLEMENT
AND INCORPORATED
MEMORANDUM OF POINTS
AND AUTHORITIES**

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

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United States Constitution Article III, § 25

1 Plaintiffs Efrain Munoz, Leona Lovette, Stephanie Melani, John
2 Hoffman, and Daniel Maga, II (collectively, “Plaintiffs”) by and through
3 their counsel, respectfully submit this memorandum in support of their
4 Motion for Preliminary Approval of Settlement. Defendants PHH Corp.,
5 PHH Mortgage Corp., PHH Home Loans, LLC (collectively, “PHH”) and
6 Atrium Insurance Corp. (“Atrium”) have indicated that they do not oppose
7 the relief requested by this motion.

8 I. INTRODUCTION

9 After nearly 17 years of hard-fought litigation, and on the eve of a
10 bench trial to consider the Class’s Article III standing in light of an ever-
11 changing legal landscape, the parties reached a proposed class action
12 settlement (“Settlement”). The Settlement resolves allegations that PHH,
13 a mortgage lender, and its wholly-owned reinsurance affiliate, Atrium,
14 violated the Real Estate Settlement Procedures Act of 1974 (“RESPA”), 12
15 U.S.C. § 2601, *et seq.*, by receiving kickbacks in exchange for the referral
16 of mortgage insurance business. The scheme was allegedly facilitated
17 through a series of captive reinsurance arrangements (“CRAs”) with four
18 mortgage insurers. Plaintiffs further alleged that as result of their loans
19 being included in the CRAs, Class Members were charged inflated fees for
20 private mortgage insurance that they would not have been charged in the
21 absence of the arrangements. At summary judgment, the Court found that
22 the CRAs violated Section 8(a) of RESPA, and a looming trial was set to
23 determine whether or not they were otherwise protected under RESPA
24 Section 8(c)’s safe harbor.

25 Plaintiffs respectfully move for the Court’s preliminary approval of
26 the Settlement and for approval of the proposed plan to notify the
27

1 Settlement Class who stands to receive significant relief in exchange for
2 the resolution of their claims.¹ The Settlement is an excellent result for the
3 Settlement Class, with Settlement Class Members who submit a valid and
4 timely claim entitled to receive a distribution of \$875 per loan. The
5 Settlement also calls for PHH's payment of up to \$500,000 for Court-
6 approved settlement administration costs, as well as Court-approved Class
7 Representative service awards and attorneys' fees and expenses.

8 This Settlement is eminently fair in light of, among other things, the
9 risk that Plaintiffs faced with regard to establishing Article III standing on
10 the basis of class wide economic harm, as well as the uncertainties
11 surrounding Plaintiffs' ability to pay, including its ability to withstand a
12 large judgment following trial. Additionally, Settlement Class Members
13 can receive relief without the need to provide cumbersome documentation,
14 and Settlement Class Members are afforded a lengthy opportunity—a full
15 year—to submit claims. Moreover, the amount of attorneys' fees,
16 administrative costs, and service awards will not impact the amount
17 available to Settlement Class Members, as it will be paid separately from
18 any Settlement claim distributions.

19 A qualified settlement administrator, JND Legal Administration, has
20 designed a comprehensive direct mail, email, and media notice campaign
21 that builds on the class contact information that the notice administrator
22 obtained after this Court granted class certification and Class Members
23 were provided notice of the Court's class certification order. Additionally,
24

25 ¹ The Settlement Agreement is attached to the Declaration of Joseph H.
26 Meltzer in Support of Plaintiffs' Unopposed Motion for Preliminary
27 Approval ("Meltzer Decl.") as Exhibit 1. All capitalized terms not defined
herein shall have the same definitions and meanings used in the settlement
agreement.

1 JND will create, maintain and update a settlement website to provide
2 information concerning the Settlement and the rights of the Settlement
3 Class. The proposed notice program far exceeds all applicable requirements
4 of law, including Rule 23 and Constitutional Due Process, to apprise
5 Settlement Class members of the pendency of this action, the terms of the
6 Settlement, and their right to opt out of, or object to, the Settlement.

7 The Settlement is the final product of intensive settlement
8 negotiations between experienced counsel over several years, including two
9 separate full-day mediations with John Bickerman of Bickerman Dispute
10 Resolution Services, PLLC and Marc Isserles of JAMS. Plaintiffs are proud
11 to have reached a Settlement that provides a direct and significant benefit
12 to the Settlement Class, while avoiding the risks and delay associated with
13 even further litigation, including a bench trial, jury trial, and potential
14 additional appeals.

15 Accordingly, Plaintiffs request that the Court grant this motion for
16 preliminary approval, approve the form and manner of notice to the
17 Settlement Class, and set a date for the Final Approval Hearing.

18 **II. BACKGROUND AND PROCEDURAL HISTORY**

19 **A. Plaintiffs Filed Their Complaint in June 2008**

20 On June 2, 2008, Plaintiffs filed their complaint, seeking recourse
21 under Section 8 of RESPA. 12 U.S.C. § 2607. RESPA is intended “to effect
22 certain changes in the [real estate] settlement process” including “the
23 elimination of kickbacks or referral fees that tend to increase unnecessarily
24 the costs of certain settlement services.” 12 U.S.C. § 2601(b). Plaintiffs’
25 claims arise out of Defendants’ alleged violation of this federal consumer
26 protection law.

Specifically, Plaintiffs alleged that PHH set up captive reinsurance arrangements to facilitate collection of hundreds of millions of dollars in kickbacks and unearned fees. Plaintiffs alleged that this kickback scheme, in direct contravention of RESPA provisions expressly prohibiting such practices, resulted in a windfall for Defendants and enabled them to receive unearned portions of the premiums paid by the unsuspecting borrowers, who were required by their lender, PHH, to purchase private mortgage insurance (“PMI”).

B. Plaintiffs Vigorously Litigated Their Claims Over 17 Years, Surviving Legal Challenges and Clearing Procedural and Substantive Hurdles Right to the Eve of Trial

1. June 2008-March 2013: Defeating Early Dispositive Motions and Moving Toward Class Certification

Defendants answered Plaintiffs’ complaint in August 2008, and, on October 6, 2008, filed a Motion for Judgment on the Pleadings. Chief Judge Anthony W. Ishii denied that motion on September 18, 2009.

Plaintiffs initial Motion for Class Certification, which they filed on February 10, 2010, was denied in September 2010 without prejudice for administrative reasons. Specifically, the Court denied the motion due to the fact that it remained pending without decision for more than 6 months and entered a scheduling order for subsequent filings. In accord with that schedule, Plaintiffs filed their First Amended Complaint (“FAC”) on December 10, 2010.

The FAC included a subclass of plaintiffs whose claims required application of equitable tolling and equitable estoppel in order to be deemed timely under RESPA. Defendants answered the FAC on December 23, 2010. Motions practice ensued, including a Motion to Strike Affirmative

1 Defenses filed by Plaintiffs and a Motion for Summary Judgment filed by
2 Defendants. As to the latter, Defendants argued that the documents filed
3 in support of their motion established the reinsurance premiums paid to
4 Atrium “were, in fact, for services provided and, therefore, [did] not
5 constitute ‘kickbacks’ or unearned fees under RESPA Section 8 as a matter
6 of law.”

7 Plaintiffs filed a renewed Motion for Class Certification on February
8 11, 2011, seeking certification of a class of borrowers who obtained loans
9 originated after June 1, 2007 that were included in Defendants’ CRAs as
10 well as certification of a tolling subclass of borrowers who obtained
11 mortgage loans between January 1, 2004 and June 1, 2007, i.e. prior to the
12 date upon which the statute of limitations had begun to run.

13 Briefing on the Motion for Class Certification was complete by April
14 29, 2011. However, on September 9, 2011, before the motion was heard,
15 Magistrate Judge Dennis Beck stayed the case, over Plaintiffs’ objection,
16 pending the Supreme Court’s ruling in the matter of *First American*
17 *Financial Corporation v. Denise P. Edwards*, No. 10-708 (S. Ct. Sept. 9,
18 2011) (“*Edwards*”).² On the same day the case was stayed, Chief Judge Ishii
19 denied the pending motion to strike, motion for summary judgment, and
20 motion for class certification for administrative reasons as each had been
21 pending for more than 6 months.

22 On June 28, 2012, the United States Supreme Court dismissed the
23 certification of *Edwards v. First Am. Corp.*, as improvidently granted, 2012
24 WL 2427807 (S. Ct. June 28, 2012), and on July 13, 2012, Magistrate Judge

25 ² The Supreme Court was expected to address whether a plaintiff pursuing a
26 claim under section 8 of RESPA, 2 U.S.C. § 2607, who had not suffered any injury
27 in fact nonetheless had standing under Article III, § 2 of the United States
28 Constitution.

1 Barbara McAuliffe to whom the case had been reassigned, lifted the stay.
2 Following a status conference in mid-August 2012, Magistrate Judge
3 McAuliffe entered a scheduling order deeming Plaintiffs' Motion for Class
4 Certification and Motion to Strike Affirmative Defenses refiled as of the
5 date of the conference, setting dates for supplemental filings related thereto
6 and set a hearing date for same, which was ultimately continued to May 3,
7 2013.

8 **2. Discovery, Discovery Motions and Amended Pleading**
9 **Proceedings Prior to the May 2013 Class Certification**
10 **Hearing**

11 At the same time that the dispositive and class certification motions
12 were being filed and briefed, discovery in the case, which had begun in
13 September 2008, marched forward. The parties served multiple sets of
14 Requests for Production of Documents in 2010-2013 pursuant to which
15 Defendants produced nearly 18,000 pages of documents. In 2010, Plaintiffs
16 also served non-party subpoenas on each of the PMIs involved in
17 Defendants' CRAs, as well as on AIG Insurance and Milliman, seeking
18 relevant documents and deposition testimony. As a result, the PMIs
19 produced close to 17,000 pages of documents related to the CRAs.

20 Depositions also proceeded throughout this period. By the end of
21 2016, Plaintiffs had taken 7 depositions of Defendants' 30(b)(6) and 30(b)(1)
22 witnesses. Defendants took 6 depositions of the plaintiffs during this same
23 period. Additionally, Plaintiffs had taken non-party depositions of
24 representatives of the two largest mortgage insurers involved in the CRAs.

25 By early 2013, the parties were also engaged in discovery disputes
26 which, following unsuccessful attempts to resolve through informal
27 proceedings, were addressed by Magistrate Judge in formal joint discovery

1 motions. Defendants also filed supplemental oppositions to the Motion for
2 Class Certification and Motion to Strike Affirmative Defenses in February
3 2013. *See* Dkt. No. 202.

4 On February 22, 2013, Magistrate Judge McAuliffe granted Plaintiffs'
5 Motion to Compel and required the production of documents that
6 Defendants had previously produced to the Consumer Financial Protection
7 Bureau pursuant to that agency's then ongoing investigation of PHH for
8 alleged violations of RESPA. As a result, Defendants produced an
9 additional 1,367,303 pages of documents. On March 26, 2013, the
10 Magistrate Judge granted Plaintiffs' motion to strike affirmative defenses,
11 striking five affirmative defenses without leave to amend, and three
12 additional affirmative defenses with leave to amend.

13 On April 11, 2013, the Court entered an order permitting Plaintiffs to
14 file a Second Supplement in Support of Class certification, which the
15 Plaintiffs filed on April 12, 2013.

16 **3. May 2013-November 2015: The Rulings on Class**
17 **Certification and Related Proceedings Thereafter**

18 On May 15, 2013, Magistrate Judge McAuliffe issued Findings and
19 Recommendations in which she recommended that the District Court grant
20 Plaintiffs' Motion for Class Certification as to the class consisting of:

21 All persons who obtained residential mortgage loans originated and/or
22 acquired by PHH and/or its affiliates on or after June 2, 2007, and, in
23 connection therewith, purchased private mortgage insurance and whose
loans were included within PHH's captive mortgage reinsurance
arrangements (the "Class").

24 She also recommended that the Court deny the motion as to the broader
25 proposed tolling class reasoning, *inter alia*, that the interests of the named
26 plaintiffs (whose claims were timely asserted) diverged from those of the

1 proposed tolling class members. *Munoz v. PHH Corp.*, 2013 WL 2146925
2 (E.D. Cal. May 15, 2013).

3 On May 30, 2013, Marcella Villalon, whose PHH mortgage had closed
4 on March 1, 2007, filed a motion to intervene on behalf of the proposed
5 tolling class members. The parties also filed Objections to the Findings and
6 Recommendations on Class Certification. The Magistrate Judge granted
7 the motion to intervene and Judge Ischii denied Defendants' motion for
8 reconsideration of same on October 29, 2013. *See Munoz v. PHH Corp.*,
9 2013 WL 5816730 (E.D. Cal. Oct. 26, 2013).

10 In November 2013, Defendants filed a Motion for Judgment on the
11 Pleadings as to the claims of Plaintiff-Intervenor Villalon. The Court
12 granted that motion on August 11, 2014 while also granting Plaintiff leave
13 to amend the pleadings for equitable tolling and equitable
14 estoppel/fraudulent concealment. *Munoz v. PHH Corp.*, 2014 WL 3906484
15 (E.D. Cal. Aug. 11, 2014). Plaintiffs filed their Second Amended Complaint
16 on October 14, 2014.

17 On November 21, 2014, Defendants moved to dismiss the Second
18 Amended Complaint. In May 2015, the District Court struck certain
19 amendments to the pleading. *Munoz v. PHH Corp.*, 2015 WL 2454270 (E.D.
20 Cal. May 21, 2015). The District Court addressed the objections to the
21 Finding and Recommendations on Class Certification in an Order dated
22 June 11, 2015, which adopted the Findings and Recommendations except
23 as to those addressing the tolling subclass that had been mooted by its prior
24 orders. *Munoz v. PHH Corp.*, 2015 WL 3703972 (E.D. Cal. June 10, 2015).

25 On Oct. 20, 2015, the Court granted a joint motion regarding the form
26 and manner of notice to the certified class, and the Notice Administrator
27 implemented the notice program in November 2015.

1
2
3 **4. January-December 2016: Completion of Discovery and**
4 **the Filing and Hearing on Cross Motions to Strike**
5 **Experts and for Summary Judgment**

6 In January through February 2016, the Magistrate Judge addressed
7 a number of discovery disputes, motions to compel, motions for protective
8 orders and requests for modification of the operative scheduling order.
9 Ultimately, on March 1, 2016, the Magistrate Judge entered a minute order
10 providing for modified expert discovery and dispositive motion deadlines.
11 The schedule also provided that the dispositive motions, which were to be
12 filed by September 9, 2016, would be heard on October 18, 2016 by District
13 Judge Dale A. Drozd—to whom the case had been transferred from Judge
14 Anthony W. Ishii on December 4, 2015.

15 On September 9, 2016, Defendants filed a Motion to Strike Plaintiffs'
16 Expert Witnesses, a Motion to Decertify the Class and a Motion for
17 Summary Judgement. On that same day, Plaintiffs filed a Motion for
18 Partial Summary Judgment. Both parties submitted extensive
19 documentation in support of their motions. On September 19, 2016, the
20 Court extended the deadlines for briefing on these motions.

21 Also in September 2016, Plaintiffs sought to compel the production of
22 certain class member payment records. Further, between October 4, 2016
23 and November 18, 2016, Plaintiffs filed a motion to strike Defendants'
24 expert and an opposition to Defendants' motion to decertify the class. The
25 Parties also filed oppositions and responses to the pending cross-motions
26 for summary judgment as well as in connection with their motions to strike
27
28

1 each other's experts. As with the initial filings related to these motions,
2 once again the filings were voluminous.

3 On December 20, 2016, the Court held a hearing on the pending
4 motions to strike experts, for summary judgment and to decertify the class.
5 The motions were thus submitted for decision, with the Court advising by
6 minute order that it would issue a written decision and that the pretrial
7 and trial dates established by the then operative case management Order
8 were vacated until "the court has a better idea of when an order will be
9 issued." Dkt. No. 384.

10 **5. December 2016-August 12, 2020: A First Unsuccessful**
11 **Mediation and the Ruling on the Cross-Motions to Strike**
12 **and for Summary Judgment**

13 On December 6, 2017—nearly one year after the motions to strike and
14 for summary judgment had been argued—the parties filed a stipulation and
15 proposed order asking the Court to stay all proceedings until March 1, 2018
16 to facilitate settlement negotiations in an attempt to resolve this matter
17 through private mediation. The Court granted the request for a stay and a
18 formal mediation session was held on February 21, 2018 in Washington,
19 D.C. with John Bickerman of Bickerman Dispute Resolution Services,
20 PLLC. One week after the full day mediation session, PHH announced that
21 it had entered into a definitive agreement for the sale of PHH Corp. to
22 Ocwen Financial Corporation. Shortly thereafter, at the parties' request,
23 the Court extended the stay until April 10, 2018 to allow time to determine
24 if any progress could be made toward resolution. On April 30, 2018, after
25 the stay had expired, the Court directed the parties to advise if a further
26 settlement conference would be beneficial but advised that in the meantime

1 it would “continue working on [an] order ruling on motions under
2 submission.”

3 On January 23, 2019, Plaintiffs filed a Motion to Join Ocwen
4 Financial Corporation as a party pursuant to Rule 25(a), which the Court
5 ultimately denied on April 1, 2020. With regard to Plaintiffs’ motion to
6 strike Defendants’ expert that was under submission, the Court ordered
7 that supplemental briefing addressing two questions was to be filed in
8 September 2019.

9 On August 12, 2020, the Court issued a comprehensive order
10 addressing the pending cross motions to exclude, for summary judgment
11 and to decertify the class filed in the fall of 2016. *Munoz v. PHH Corp.*, 478
12 F. Supp. 3d 945 (E.D. Cal. 2020). In that Order, Judge Drozd held that
13 Plaintiffs were entitled to summary judgment as to each of the RESPA
14 Section 8(a) elements of their claim having proven that (i) there was a
15 payment or exchange of a thing of value, (ii) the payment was “pursuant to
16 an agreement to refer real estate settlement services,” and (iii) “PHH
17 actually did refer PMI business to the captive [mortgage insurers].” *Id.* at
18 971 (addressing 12 U.S.C. § 2607(a)).

19 Judge Drozd then analyzed whether the CRAs were protected under
20 RESPA’s 2607(c)(2) safe harbor. Judge Drozd concluded that Plaintiffs bore
21 the burden of proving that the CRAs were not so protected and that, as to
22 that issue, issues remained that should be tried. *Id.* More specifically,
23 Judge Drozd held that there was a genuine dispute of material fact as to
24 whether there was a “real transfer of risk” under the provisions of the CRAs
25 and that the Court was therefore unable to determine whether the
26 payments were for reinsurance services actually performed and so
27 protected under the safe harbor. *Id.* at 980.

Judge Drozd denied Defendants’ separate argument that they were entitled to summary judgment on the ground that Plaintiffs lacked an injury-in-fact sufficient for Article III standing, holding that Congress’ intent in passing RESPA was to “eliminate ‘kickbacks or referrals fees’” that increase costs and to “ensure ‘more effective advance disclosure to home buyers and sellers of settlement costs.’” *Id.* at 983. Judge Drozd reasoned that, by alleging that “they were actually and personally harmed when defendants ‘purposely provided neither a meaningful disclosure nor a meaningful choice to its borrowers regarding its captive reinsurance arrangements’”—which could have forced them into contracts they would not otherwise have entered into—Plaintiffs had sufficiently alleged that they had “suffered an invasion of a legally protected interest that is ‘concrete and particularized’ and ‘actual or imminent’” regardless of whether they suffered economic harm. *Id.* at 983-84. Judge Drozd also rejected Defendants’ motion to decertify the class, holding that the named Plaintiffs were adequate class representatives and that common evidence could resolve certain disputed issues. *Id.* at 985-88.

6. September 2020-January 2022: Moving Toward Trial to Begin February 15, 2022

After issuing his ruling on the cross motions to exclude experts and for summary judgment, Judge Drozd set November 2020 dates for a pretrial conference and the filing of pretrial statements. Those events were subsequently continued and the parties filed a Joint Pretrial Statement on January 1, 2021 with the initial pretrial conference being held on February 1, 2021. Following that conference, the Court issued its tentative Pretrial Order on February 9, 2021 and set April 27, 2021 as the date for a further pretrial conference.

1 On February 16, 2021, Defendants filed a Motion to Reopen Law and
2 Motion Practice to raise standing arguments once again. On May 12, 2021,
3 Judge Drozd denied Defendants' motion, noting that the standing question
4 had been twice previously addressed (in the Court's 12(c) Order and in the
5 SJ Decision). Judge Drozd further held that he was not convinced that there
6 "had been any intervening authority that would justify defendants' delay
7 in raising their challenge to plaintiffs' Article III standing based on
8 inadequate disclosure," particularly because the Court's 2020 standing
9 decision was "based upon application of the standing analysis set forth by
10 the Supreme Court in May 2016 in its decision in *Spokeo* coupled with
11 consideration of Congress's intent in enacting RESPA." *Munoz v. PHH*
12 *Mortgage Corp.*, 2021 WL 1928616, at *5 (E.D. Cal. May 12, 2021).

13 On June 11, 2021, the Court issued a Final Pretrial Order setting a
14 Pretrial Conference for December 13, 2021 in advance of a trial set to begin
15 February 15, 2022. Dkt. No. 456. The Final Pretrial Order noted that "[t]he
16 trial judge presiding over the trial will either be: (1) the undersigned with
17 the trial being conducted in Sacramento; (2) a yet to be nominated and
18 confirmed district judge in Fresno; (3) a senior district judge of this court
19 either in Sacramento or Fresno; or (4) a visiting judge who between the date
20 of this order and the trial date offers themselves as available to preside over
21 the trial of the case." *Id.* at 13.

22 On August 9, 2021, the Honorable M. Miller Baker, Judge of the
23 United States Court of International Trade, was designated and assigned
24 to preside over the trial and related issues in this case. On October 12, 2021,
25 Judge Baker issued a first Amended Pretrial Order setting deadlines for
26 Motions *in Limine* and confirming the Sacramento, CA location of a jury
27 trial set to begin February 15, 2022. Dkt. No. 469.

1 Defendants moved once again to decertify the class in October 2021.
2 This time defendants argued decertification was warranted because
3 Plaintiffs could not “prove a concrete ‘informational injury’ sufficient to
4 establish Article III standing without individualized proof,” and had not
5 identified “common evidence that would establish ‘adverse effects’ to the
6 named plaintiffs or the class as required to establish standing under the
7 Supreme Court’s June 25, 2021 decision in *TransUnion LLC v. Ramirez*,
8 141 S. Ct. 2190 (2021). In opposition, Plaintiffs proffered the March 1972
9 Report of HUD and the Veterans’ Administration and the U.S. Senate
10 Committee on Banking, Housing and Urban Affairs (“Joint Report”) and
11 the opinion of Professor of Robert E. Hoyt, Ph.D., the Dudley L. Moore, Jr.
12 Chair and Professor of Risk Management and Insurance in the Terry
13 College of Business at the University of Georgia. In his report (the Hoyt
14 Report), Dr. Hoyt explained that the CRAs “increased transaction costs and
15 in turn increased the premiums paid for primary mortgage insurance by
16 Class Members.”

17 During this same period of time, in conformance with the Amended
18 Pretrial Scheduling Order, the Parties each filed six separate motions *in*
19 *limine* seeking pretrial rulings on evidentiary issues of admissibility and
20 scope. In addition, on December 2, 2021, Defendants filed a motion to
21 exclude the opinion of Dr. Hoyt and the Joint Report arguing that Plaintiffs
22 had not identified this evidence in the Final Pretrial Order, and had not
23 met the requirements of good cause for modification the schedule.
24 Defendants also argued that introduction of the Hoyt Report would require
25 Defendants to retain their own expert, reopening of expert discovery, and
26 time to file *Daubert* motions.

1 Between December 3 and December 23, 2021, the parties filed an
2 additional twenty-three pretrial briefs in connection with the motions *in*
3 *limine*, motion to strike and briefing addressing bifurcation pursuant to a
4 December 3, 2021 Order directing that such submissions be filed. Among
5 these were the opposition to Defendants' Motion to Strike in which
6 Plaintiffs argued that it was not until the Supreme Court's *TransUnion*
7 decision—issued after the Final PTO—that Plaintiffs needed a new expert
8 to satisfy the concrete injury prong of the Supreme Court's Article III
9 jurisprudence. Additional briefing on each parties' motions to strike was
10 filed in January 2022.

11 During the first three weeks of January 2022, Judge Baker issued
12 separate orders addressing a number of the motions *in limine* and trial
13 management matters in anticipation of the trial to start on February 15,
14 2022. On January 18, 2022, the parties each also filed trial briefs on
15 liability and Defendants filed motions to exclude Plaintiffs' experts Barrett,
16 Schwartz, Cummins and Barile in addition to Hoyt. The parties timely filed
17 their trial briefs on damages on January 25, 2022. Plaintiffs opposed
18 Defendants' Motions to Strike on January 28, 2022 and filed a motion *in*
19 *limine* seeking to preclude Defendants from using certain fact evidence and
20 testimony as expert evidence. Throughout this same period, the parties met
21 and conferred extensively on additional pretrial tasks including exhibits
22 they sought to admit at trial and objections thereto, deposition designations
23 and objections, and proposed jury instructions. In connection with each of
24 these tasks, the parties continued to prepare and file corresponding
25 submissions in accordance with the pretrial schedule.

1 7. **January 31, 2022-February 2023: Exclusion of Plaintiffs’**
2 **Standing Evidence, Judgment in Favor of Defendants**
3 **Based Thereon and Plaintiffs’ Successful Appeal to the**
4 **9th Circuit**

5 On January 31, 2022, just 15 days before trial was scheduled to begin,
6 the Court, characterizing Plaintiffs’ proffer of the expert opinion of Dr. Hoyt
7 and the Joint Report as a motion seeking modification of the Final Pretrial
8 Order, ruled that there was no basis for modifying the same and barred
9 Plaintiffs’ evidence of injury from trial as untimely. The Court further
10 denied both the motion to strike the Hoyt Report and the motion to decertify
11 without prejudice as moot and issued additional rulings respecting other
12 outstanding pretrial motions. *Munoz v. PHH Mortgage Corp.*, 2022 WL
13 286619 (E.D. Cal. Jan. 31, 2022).

14 On February 2, 2022, the parties filed a stipulation and proposed
15 order for entry of judgment, pursuant to which Plaintiffs “acknowledge[d]
16 that monetary harm is the only theory of standing that they are pursuing”
17 and that “as a result of the January 31, 2022 Order, they cannot meet their
18 burden to show Article III standing,” which was dispositive. Accordingly,
19 because “a jury trial is not necessary and would not serve judicial
20 efficiency,” the Plaintiffs and Defendants stipulated that:

21 (i) all claims shall be dismissed for lack of Article III
22 standing,” (ii) the Court “enter a final and appealable
23 judgment in favor of Defendants and against Plaintiffs,
24 dismissing the case based upon lack of Article III
25 standing,” (iii) “Plaintiffs expressly reserve the right to
26 challenge the January 31, 2022 Order.”

1 As a result, the Court entered an Order Dismissing Case/Judgment
 2 closing the case and a Judgment in favor of Defendants on February 3,
 3 2022.

4 Plaintiffs appealed the Court's orders to the Ninth Circuit Court of
 5 Appeals, filing a Notice of Appeal on March 2, 2022. The appeal was fully
 6 briefed by November 14, 2022. The case was ordered submitted for decision
 7 without oral argument on February 17, 2023. One week after submission,
 8 the panel assigned to the case reversed and remanded the case to the
 9 district court for further proceedings. *Munoz v. PHH Corp.*, 2023 WL
 10 2202228 (E.D. Cal. Feb. 24, 2023). On March 10, 2023, Defendant-Appellees
 11 filed a Petition for Rehearing which the panel unanimously denied on
 12 March 16, 2023. The February 24, 2023 judgment of the appeals court took
 13 effect March 24, 2023 pursuant to a formal mandate issued that day.

14 **8. February 2023-March 2025: The Resumption of**
 15 **Proceedings in the District Court Following Remand,**
 16 **Another Mediation, Additional Pretrial Motions and**
 17 **Preparations for a March 2025 Bench Trial**

18 Consistent with the Ninth Circuit's mandate and opinion, the District
 19 Court entered an order on April 11, 2023 that, *inter alia*, directed the
 20 parties to meet and confer regarding a discovery plan for the completion of
 21 pretrial discovery and proposed scheduling order. Following review of those
 22 submissions, the Court entered an Amended Remand Scheduling Order. At
 23 the parties' request the schedule included time for the parties to explore
 24 resolution of the case through mediation, as well as deadlines for expert
 25 discovery, motions to exclude and briefing on additional pretrial motions.

26 On August 15, 2023 the parties participated in a full day mediation
 27 session at JAMS in New York, N.Y. with mediator Marc Isserles. Despite
 28

1 the parties' efforts, the mediation was unsuccessful. Thus, on October 20,
2 2023 the parties filed motions to exclude the opinions of the others' experts
3 as allowed under the discovery plan adopted following remand. Opposition
4 briefs related to those motions and additional motions *in limine* were filed
5 in November and December 2023. On December 15, 2023, Defendants once
6 again filed a Motion for Summary Judgment. Additionally, on December
7 21, 2023, pursuant to the Court's directive, the parties filed supplemental
8 briefs addressing the 2023 Amendment to Federal Rule of Evidence No. 702
9 in connection with the pending motions to exclude experts.

10 Throughout January and early February 2023, the parties prepared
11 and filed briefing related to the recently filed motions *in limine*, motions to
12 exclude, and motion for summary judgment. Additionally, on February 9,
13 2024, pursuant to the operative scheduling order, the parties filed addenda
14 to the witness and exhibit appendices to the Final Pretrial Order
15 identifying additional evidence that they sought to use at trial.

16 On November 11, 2024, Plaintiffs filed a motion to set a trial date,
17 which was denied without prejudice on November 22, 2024. Thereafter, on
18 January 31, 2025, Judge Baker issued four orders addressing outstanding
19 motions. In particular, the Court denied Defendants' motion to exclude the
20 opinion of Plaintiffs' expert Dr. Hoyt, insofar as it was based on grounds
21 other than Fed. R. Evid. 702(b)-(d) and "conditionally admit[ted] Hoyt's
22 testimony for purposes of a bench trial as to whether Plaintiffs suffered any
23 economic injury if the jury later finds the two assumptions provided to him
24 by counsel are substantiated." The Court reserved its decision on whether
25 to exclude Hoyt until after a bench trial, which would "also encompass the
26 contested Rule 702 issues." The Court granted Plaintiffs' motion to exclude
27 testimony of Defendants' expert Kevin Madigan with respect to his opinions

1 that sought to rebut assumptions Dr. Hoyt was instructed to make and
2 denied Defendants' motion *in limine* to preclude evidence or testimony
3 regarding the Joint Report. *Munoz v. PHH Mortgage Corp.*, 2025-WL
4 3607587 (E.D. Cal. Jan. 31, 2025).

5 The Court determined that a "short bench trial is the most
6 appropriate and efficient method of resolving" the disputed jurisdictional
7 fact, i.e. "whether Plaintiffs suffered any economic injury assuming any
8 RESPA violation," and so denied Defendants' motion for summary
9 judgment on that issue, which it found "not intertwined with the merits of
10 [Plaintiffs'] claim." *Munoz v. PHH Mortgage Corp.*, 2025 WL 359776, at *2
11 (E.D. Cal. Jan. 31, 2025). Judge Baker thus deferred consideration of
12 standing to a bench trial. Finally, the Court entered an order directing the
13 parties to meet and confer regarding the scheduling of a two-day bench trial
14 in February or March and instructed the parties to report their views on a
15 tentative April 2025 trial date and propose alternative dates, if necessary.

16 Following the submission of the parties' reports addressing trial
17 scheduling, the Court entered orders setting a combined *Daubert*
18 Hearing/Bench Trial on Economic Harm to take place on March 26-27, 2025
19 and a jury trial on the merits to begin on October 15, 2025. The Court also
20 partially granted Plaintiffs' pending motion *in limine* seeking to preclude
21 Defendants' presentation of a fact witness as an expert to the extent the
22 witness was not permitted to testify regarding the purely legal conclusion
23 that the CRAs satisfied the requirements of the HUD letter. *Munoz v.*
24 *Mortg. PHH Corp.*, 2025 WL 619650 (E.D. Cal. Feb. 26, 2025).

1 **C. March 2025: Informed by Years of Hard-Fought Litigation,**
2 **Prior Unsuccessful Settlement Discussions and an**
3 **Understanding of the Risks and Uncertainties of the Road**
4 **Ahead, The Parties Reach a Settlement in Principle**

5 At the same time that the parties were preparing for the March 2025
6 bench trial, they also began to explore once again the possibility of resolving
7 the case through settlement. At this point, both parties were more than
8 fully informed of the strengths and weaknesses of their cases and the risks
9 of going forward. For each, the outcome of the bench trial had the potential
10 to be extremely consequential.

11 If the Court determined that Plaintiffs' standing evidence satisfied
12 the requirement of showing class-wide concrete injury for purposes of
13 standing, Defendants could ultimately be subject to a much larger
14 judgment at trial on the merits. On the other hand, if the Court determined
15 that Plaintiffs' standing evidence was not sufficient to establish class-wide
16 injury—without regard for what a jury might find regarding the *bona fides*
17 of Defendants' CRAs—Defendants would potentially be entitled to
18 judgment immediately following the bench trial on standing. In addition,
19 any appeal following the bench and/or jury trial would involve years of
20 additional litigation with the final outcome still uncertain.

21 It is against the backdrop of these realities and the history of this case
22 that the parties ultimately reached an agreement in principle to settle the
23 case during the weeks before the bench trial was to proceed. The parties
24 advised the Court that they had done so, and on March 19, 2025 upon "the
25 parties' notification to the court that they [had] reached an agreement in
26 principle to settle," the Court vacated both the bench trial and jury trial
27 dates.
28

The parties reduced their settlement in principle to the Settlement Agreement presented to the Court with this motion. For the reasons set forth below, Plaintiffs submit that the Settlement Agreement provides the certainty of a significant benefit to each member of the class and merits preliminary approval.

III. THE SETTLEMENT TERMS AND BENEFITS

A. The Class Definition

The Settling Parties agree to certification of a Settlement Class pursuant to Fed. R. Civ. P. Rules 23(a) and 23(b)(3), as follows:

All persons who obtained residential mortgage loans originated and/or acquired by PHH and/or its affiliates on or after January 1, 2007 through December 31, 2009, and, in connection therewith, purchased private mortgage insurance and whose loans were included within PHH's captive mortgage reinsurance agreements.³

The Settlement Class includes all members of the previously certified class with two minor adjustments. First, while the certified class did not originally contain an explicit end date, in the Court's Order on Parties' Motions to Strike, Cross-Motions for Summary Judgment and on Defendants' Motion for Class Decertification, Judge Drozd recognized December 31, 2009 as the end of the class period. *Munoz*, 478 F. Supp. 3d at 959 n.3 (explaining the court's previous implicit recognition of an end date when it approved the notice to the class that described the relevant class period as June 2, 2007 through December 31, 2009, with said date being consistent with the termination of the CRAs at issue). Second, while the initial class period began in June of 2007, for administrative reasons associated with distribution of the Settlement payments, and at

³ Each loan obtained by a person meeting this class definition will be defined as a single "Settlement Class Member," regardless of the number of original obligors on such loan, and only one claim will be allowed per loan / Settlement Class Member.

1 Defendants' request, Plaintiffs now seek certification of a Settlement
2 Class Period that extends back to January 1, 2007, which brings
3 approximately 5,000 additional mortgagors into the Settlement Class.

4 In addition, in accordance with Rule 23(e)(4), all Settlement Class
5 Members are afforded the opportunity to request exclusion.

6 **B. Settlement Benefits to Class Members**

7 Per the Settlement Agreement, each Settlement Class Member who
8 submits a valid and timely claim will be entitled to receive \$875 in cash
9 compensation per affected loan. The Settlement establishes a claims-made
10 settlement structure. As such, the parties did not pre-allocate a settlement
11 fund or otherwise set a cap on the gross settlement amount. However, based
12 on estimates of total Settlement Class size and potential claims per
13 Defendants' own records, the maximum potential gross settlement award
14 is estimated to be approximately \$30,500,000. Finally, due to this
15 structure, there will be no reversion of settlement funds, as each claim will
16 be paid on a claims-made basis.

17 **C. Notice and Claims Administration**

18 The proposed Settlement Administrator, JND Legal Administration,
19 is a well-known firm that has successfully administrated numerous class
20 settlements and judgments. *See* Declaration of Gina Intrepido-Bowden
21 ("JND Decl."), attached hereto. Defendants shall pay the fees and costs of
22 the Settlement Administrator to implement the notice program, administer
23 the claims process, mail checks as necessary, and perform the other
24 administrative tasks described in the Settlement Agreement up to
25 \$500,000. *See* Meltzer Decl. at Ex. 1, § I.D. JND estimates these costs at
26 approximately \$474,000, with the total based on the final tally of claims
27

administered. These estimates are reasonable and necessary given the size of the Settlement Class, which the parties estimate to be approximately 35,000 borrowers.

D. Attorneys' Fees, Expenses, and Service Awards

Class Counsel intends to apply to the Court for the following: (a) service awards of \$5,000 for each Plaintiffs Efrain Munoz, Leona Lovette, Stephanie Melani, John Hoffman, and Daniel Maga II in recognition of their service as class representatives; (b) reimbursement of Class Counsel's litigation expenses (\$2,100,000) for work performed and expenses incurred in furtherance of this litigation; and (c) attorneys' fees of \$9,031,000.

Defendants have agreed that they will not object to the payment of these awards, costs and fees up to and including the maximum amounts set forth above. All attorneys' fees, expenses, and service awards granted by the Court will be separately paid by Defendants and will not affect the payment of any claims to Settlement Class Members. *See* Meltzer Decl. at Ex. 1, § IV.B.

IV. THE PROPOSED SETTLEMENT MERITS PRELIMINARY APPROVAL

A. The Standard Applied to Preliminary Approval in the 9th Circuit

"In the Ninth Circuit, there is a 'strong judicial policy that favors settlements' of class actions." *Cottle v. Plaid Inc.*, 340 F.R.D. 356, 369 (N.D. Cal. 2021) (quoting *Class Plaintiffs v. City of Seattle*, 955 F.2d 1268, 1276 (9th Cir. 1992)); *In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 556 (9th Cir. 2019). At the preliminary approval stage, the Court should assess whether "the proposed settlement appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, does not

1 improperly grant preferential treatment to class representatives or
2 segments of the class, and falls within the range of possible approval.”
3 *Markson v. CRST Int’l, Inc.*, 2022 WL 1585745, at *2 (C.D. Cal. Apr. 1,
4 2022) (citation omitted). “In reviewing whether the proposed settlement is
5 fair, reasonable, and accurate, Rule 23 requires the court to consider
6 whether: (1) the class representatives and class counsel have adequately
7 represented the class; (2) the proposal was negotiated at arm’s length; (3)
8 the relief provided for the class is adequate; and (4) the proposal treats class
9 members equitably relative to each other. Fed. R. Civ. P. 23(e)(2).” *Rojas-*
10 *Cifuentes v. ACX Pac. Northwest Inc.*, 2025 WL 959206, at *10 (E.D. Cal.
11 Mar. 31, 2025).

12 “At the preliminary approval stage, a court cannot fully assess some
13 of these factors, so a full fairness analysis is unnecessary. *Callaway v.*
14 *Mercedes-Benz U.S. LLC*, 2017 WL 11707445, at *5 (C.D. Cal. Nov. 29,
15 2017) (citing *Alberto v. GMRI, Inc.*, 252 F.R.D. 652, 665 (E.D. Cal. 2008)).
16 “Instead, a court simply needs to ensure that the settlement is potentially
17 fair because a court will make a final determination regarding its adequacy
18 at a hearing on final approval, which occurs after any class member has
19 had an opportunity to object or opt-out.” *Id.* (citing *Acosta v. Trans Union,*
20 *LLC*, 243 F.R.D. 377, 386 (C.D. Cal. 2007) (emphasis added)). Indeed, the
21 Ninth Circuit has cautioned that a district court should not “reach any
22 ultimate conclusions on the contested issues of fact and law which underlie
23 the merits of the dispute, for it is the very uncertainty of outcome in
24 litigation and avoidance of wasteful and expensive litigation that induce
25 consensual settlements.” *Officers for Just. v. Civil Serv. Comm’n*, 688 F.2d
26 615, 625 (9th Cir. 1982).

B. The Proposed Settlement Satisfies the Criteria for Preliminary Approval

1. Rule 23(e)(2)(A): The Class Representatives and Class Counsel Have Adequately and Zealously Represented The Class and Will Continue To Do So

As detailed at length in Section II above, this case has been vigorously litigated for nearly 17 years, with Plaintiffs' claims weathering appeals, changes in the governing law, and staunch opposition from Defendants and their counsel at every turn. As detailed above, Class Counsel undertook significant efforts on behalf of Class Members, including, but not limited to: (1) serving and pursuing numerous discovery requests; (2) filing multiple discovery motions; (3) obtaining substantial document discovery; (4) pursuing and obtaining non-party discovery; (5) taking and defending dozens of depositions; (6) reviewing 1.5 million pages of documents produced by Defendants and non-parties; (7) filing and prevailing on Plaintiff's Motion for Class Certification; (8) successfully opposing Defendants' Motion for Summary Judgment; (9) successfully opposing Defendants' Motion to Decertify the Class; (10) retaining multiple experts and serving multiple expert reports; (11) defending several *Daubert* challenges; (12) prevailing on appeal after the case was dismissed on standing grounds; (13) preparing for trial; (13) and adapting to various changes in the governing law. *See* Section II *supra*.

Plaintiffs have also been actively engaged, having collected and preserved documents and information related to their claims, provided their documents to counsel for production to Defendants, worked with counsel to prepare responses to interrogatories, sat for depositions, actively monitored progress in the litigation, prepared ahead of trial, and worked

1 with counsel to review and evaluate the terms of the proposed Settlement
 2 Agreement and have endorsed its terms. Plaintiffs have also expressed
 3 their continued willingness to protect the Class until the Settlement is
 4 approved and its administration completed. *See* Meltzer Decl. at ¶ 28.

5 Through all of these efforts, Plaintiffs and Class counsel zealously and
 6 successfully advanced and refined the Class claims, ultimately leading to
 7 the significant relief uniformly available to Settlement Class Members
 8 through the proposed Settlement.

9 **2. Rule 23(e)(2)(B): The Settlement Is the Product of Good**
 10 **Faith, Informed, and Arm’s-Length Negotiations.**

11 A “presumption of correctness” attaches where, as here, a “class
 12 settlement [was] reached in arm’s-length negotiations between experienced
 13 capable counsel after meaningful discovery.” *See Free Range Content, Inc.*
 14 *v. Google, LLC*, 2019 WL 1299504, at *6 (N.D. Cal. Mar. 21, 2019); *Harris*
 15 *v. Vector Mktg. Corp.*, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011)
 16 (“An initial presumption of fairness is usually involved if the settlement is
 17 recommended by class counsel after arm’s-length bargaining.”). Where
 18 extensive information has been exchanged, “[a] court may assume that the
 19 parties have a good understanding of the strengths and weaknesses of their
 20 respective cases and hence that the settlement’s value is based upon such
 21 adequate information.” William B. Rubenstein et al., 4 Newberg on Class
 22 Actions § 13:49 (5th ed. 2012) (“Newberg”); *cf. In re Anthem, Inc. Data*
 23 *Breach Litig.*, 327 F.R.D. 299, 320 (N.D. Cal. 2018) (concluding that the
 24 “extent of discovery” and factual investigation undertaken by the parties
 25 gave them “a good sense of the strength and weaknesses of their respective
 26 cases in order to ‘make an informed decision about settlement’ (quoting *In*
 27 *re Mego Fin. Corp. Sec. Litig.*, 213 F.3d 454, 459 (9th Cir. 2000))).

1 Similarly, a meaningful exchange of documents and information also
2 evidences that the litigation was adversarial, and therefore serves as “an
3 indirect indicator that a settlement is not collusive but arms-length.” 4
4 Newberg § 13:49; *see also In re Anthem*, 327 F.R.D. at 320 (“Extensive
5 discovery is also indicative of a lack of collusion”); *In re Volkswagen*
6 *“Clean Diesel” Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2019 WL 2077847,
7 at *1 (N.D. Cal. May 10, 2019) (“Lead Counsel vigorously litigated this
8 action during motion practice and discovery, and the record supports the
9 continuation of that effort during settlement negotiations.”).

10 Given the extensive record here, there can be no question that the
11 parties were intimately familiar with the strengths and weaknesses of each
12 part of this case when the Settlement was reached. Indeed, the Settlement
13 was only accomplished after fact and expert discovery was closed,
14 numerous dispositive motions were decided, and preparation for trial was
15 well on its way. Both parties therefore had a fulsome opportunity to
16 evaluate their prospects at the then forthcoming bench and potential
17 subsequent merits trial that was to take place after nearly two decades of
18 hard-fought litigation.

19 Moreover, in reaching the Settlement, the parties undertook serious,
20 informed, and arm’s-length negotiations with full knowledge of the risks
21 that trial would bring to each side. In addition to the detailed record and
22 history of this case, these negotiations were also informed by two previous
23 rounds of mediation with well-respected mediators. Although a settlement
24 was not reached during those prior mediations, the parties’ enduring
25 negotiations under the guidance of respected and experienced mediators
26 certainly made plain the strengths and weaknesses of each sides’ positions,
27 as well as PHH’s ability to pay a larger settlement or judgment.

1 Finally, where Class Members stand to receive substantial benefits
 2 from the proposed resolution, as they do here, there is little room for
 3 argument that counsel failed to protect the interests of the Class or
 4 otherwise engaged in collusive behavior. Class Counsel are experienced
 5 class action litigators and skilled negotiators. This too weighs in favor of
 6 approval. *See In re Volkswagen*, 2019 WL 2077847, at *1 (granting final
 7 settlement approval where “Lead Counsel ha[d] . . . a successful track
 8 record of representing [plaintiffs] in cases of this kind . . . [and] attest[ed]
 9 that both sides engaged in a series of intensive, arm’s-length negotiations”
 10 and there was “no reason to doubt the veracity of Lead Counsel’s
 11 representations”).

12 **3. Rule 23(e)(2)(C): The Relief Provided is Adequate,**
 13 **Meaningful and a Fair Result for The Class**

14 The “adequacy of relief determination” under Rule 23(C)(2) requires
 15 consideration of the following factors: “(i) the costs, risks, and delay of trial
 16 and appeal; (ii) the effectiveness of any proposed method of distributing
 17 relief to the class, including the method of processing class-member claims;
 18 [and] (iii) the terms of any proposed award of attorney’s fees, including
 19 timing of payment.” *Rojas-Cifuentes v. ACX Pac. Nw. Inc.*, 2025 U.S. Dist.
 20 LEXIS 61503, at *32-33. As noted above, the Settlement provides \$875 in
 21 Settlement Relief for to each Settlement Class Member, which ensures that
 22 every Class Member may obtain a fair and meaningful benefit from the
 23 Settlement. *See Meltzer Dec.* at ¶¶ 22, 24-26.

1 a. **The Settlement mitigates the substantial risks,**
2 **expenses, and delays the Class would bear with**
3 **continued litigation through trial and appeal.**

4 The Settlement is eminently adequate when viewed in light of the
5 inherent uncertainties of continued litigation. That is especially true here,
6 where the parties were in the midst of preparing for a bench trial on the
7 hotly disputed issue of Article III standing, and the real possibility of a
8 subsequent costly and equally contested jury trial on the merits. Class
9 Members' certain and timely receipt of the benefits under the Settlement
10 is a reasonable outcome in light of the challenges ahead and considering
11 the length of time this case has been pending. *See Nobles v. MBNA Corp.*,
12 2009 WL 1854965, at *2 (N.D. Cal. June 29, 2009) ("The risks and certainty
13 of recovery in continued litigation are factors for the Court to balance in
14 determining whether the Settlement is fair."); *Kim v. Space Pencil, Inc.*,
15 2012 WL 5948951, at *5 (N.D. Cal. Nov. 28, 2012) ("The substantial and
16 immediate relief provided to the Class under the Settlement weighs heavily
17 in favor of its approval compared to the inherent risk of continued
18 litigation, trial, and appeal, as well as the financial wherewithal of the
19 defendant.").

20 The case, of course, is also not without risk, particularly with respect
21 to the issue of Article III standing, on which this case was already once
22 dismissed. In addition, a significant consideration by Plaintiffs and Class
23 Counsel in agreeing to the terms of the Settlement and amount of the
24 Settlement Relief was the financial ability of Defendants to pay a larger
25 settlement or judgment at trial. Moreover, avoiding a costly and risky trial
26 in exchange for the immediate and significant Settlement benefits is a

1 principled compromise that is clearly advantageous to the members of the
2 Settlement Class.

3 **b. Class Members will obtain relief through a**
4 **straightforward claims process.**

5 The parties worked closely with their Settlement Administrator to
6 ensure that the claims process will be straightforward and efficient, and
7 build from recent experience in administering similar claims processes. *See*
8 JND Decl. The effort required and safeguards incorporated in this process
9 are proportional to the compensation available, and necessary and
10 appropriate to preserve the integrity of the claims program. *See, e.g., In re*
11 *Toys R Us-Del., Inc.-Fair & Accurate Credit Transactions Act (FACTA)*
12 *Litig.*, 295 F.R.D. 438, 449 (C.D. Cal. 2014).

13 Class Members will submit claims for repayment using a simple,
14 streamlined Claim Form. Claim forms will be provided to Class Members
15 via U.S. Mail, e-mail, internet, and via a media campaign designed to reach
16 as many Settlement Class Members as possible. Likewise, Class Members
17 may choose to submit their completed claim forms either online through a
18 link on the Settlement website, or in hard copy by mail. *Id.* In this way,
19 Class Members can choose options that best suit their preferences to
20 participate in the claims program.

21 Notably, Class Members do not need to meet a high burden to show
22 eligibility to receive a Settlement payment. Indeed, the Settlement requires
23 only that Class Members provide basic identifying information, including
24 name, address and, if available, loan number, enabling the Settlement
25
26
27
28

1 Administrator to confirm their eligibility without imposing an undue
2 burden.⁴

3 **c. Settlement Class Counsel will seek reasonable attorneys’**
4 **fees and expenses.**

5 Class Counsel will separately move for an award of reasonable
6 attorneys’ fees (\$9,031,000) and reimbursement of their litigation expenses
7 (\$2,100,000) for work performed and expenses incurred in furtherance of
8 this litigation and its successful result. Fed. R. Civ. P. 23(e)(2)(C)(iii). Class
9 Counsel negotiated the terms and amount of the Settlement separately
10 from the amount of attorneys’ fees and costs. Waiting until after the
11 Settlement terms are confirmed before discussing fees is a practice
12 routinely approved by courts. *See In re Volkswagen “Clean Diesel” Mktg.,*
13 *Sales Pracs., & Prods. Liab. Litig.*, 2016 WL 6248426, at *23 (N.D. Cal. Oct.
14 25, 2016).

15 The class notice will advise Class Members of the amount of
16 attorneys’ fees and costs that Counsel may seek under the terms of the
17 Settlement, and these amounts will again be specified in a fee and expense
18 application filed in advance of the Final Approval Hearing, so that Class
19 Members will have the opportunity to comment on or object under Fed. R.
20 Civ. P. 23(h) prior to that hearing. Class Counsel’s fee application and
21 supporting documentation will also be available on the Settlement Website
22 after it is filed. As mentioned above, however, pursuant to the terms of the
23 Settlement, Defendants’ payment of attorneys’ fees and expenses is in no
24 way connected to or contingent on the Settlement or the Settlement Relief
25 to be paid to Class Members.

26 _____
27 ⁴ The proposed Claim Form is attached as Exhibit D to the Settlement
28 Agreement. Meltzer Decl., Ex. 1.

1 **4. Rule 23(E)(2)(D): The Proposed Settlement Treats All**
2 **Class Members Equitably Relative To One Another.**

3 The proposed Settlement does not provide preferential treatment to
4 any Class member, but instead treats all Class Members equally. Indeed,
5 all Settlement Class Members will be reimbursed \$875, provided a valid
6 claim form is timely submitted.

7 Class Counsel has determined that this is the most equitable method
8 of providing significant relief to Class Members who have waited nearly
9 two decades for their RESPA violation claims to be resolved. Further, as
10 contemplated by RESPA's penalty provision, the method ensures that every
11 Class Member who paid a mortgage insurance fee alleged to have been
12 unlawfully inflated by Defendants' conduct receives a meaningful payment
13 to offset a portion of the inflated amount they paid. *See* RESPA §2607(d)
14 ("any person who violates [this subsection] shall be jointly and severally
15 liable to the person or persons charged for the settlement service").
16 Moreover, the \$875 payment per loan available to all Class Members who
17 submit a valid timely claim is an excellent outcome including when
18 compared to the approved class action settlements in four other RESPA
19 cases making virtually identical claims. *See* Meltzer Decl. at ¶ 25.

20 Further, all Class Members will be provided ample opportunity to
21 claim their share as the Settlement provides for a generous 12-month
22 period to submit claims. In short, the Settlement is designed to promote
23 participation and to cost-effectively distribute meaningful relief to every
24 Class Member in an equitable manner, thus satisfying Rule 23(e)(2)(D).

25 Additionally, Plaintiffs will not receive preferential treatment or
26 compensation disproportionate to other Class Members. Plaintiffs are
27

permitted to make claims for compensation like any other Class Member. Separately, Class Counsel will seek \$5,000 to compensate each Plaintiffs' 17 year-effort and commitment in prosecuting this case on behalf of the Class. The request of such amounts for the Plaintiffs' contribution to the success of this litigation is in accord with sums routinely sought and approved in other class cases in this circuit. *See Cisneros v. Airport Terminal Servs.*, 2021 WL 3812163, at *9 (C.D. Cal. Mar. 26, 2021) ("Courts have generally found that \$5,000 incentive payments are reasonable." (citation omitted)); *Carlin v. Dairy Am., Inc.*, 380 F. Supp. 3d 998 (E.D. Cal. 2019) (incentive awards of \$5,000 for each of the four former class representatives was warranted in settlement of class action).

C. The Court Will Be Able to Certify the Proposed Settlement Class for Settlement Purposes Upon Final Approval.

Certification of a settlement class is "a two-step process." *In re Volkswagen "Clean Diesel" Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2016 WL 4010049, at *10 (N.D. Cal. July 26, 2016) (Breyer, J.) (citing *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997)). First, the Court must find that the proposed settlement class satisfies the requirements of Rule 23(a). *Id.* (citing Fed. R. Civ. P. 23(a)). Second, the Court must find that "a class action may be maintained under either Rule 23(b)(1), (2), or (3)." *Id.* (citing *Amchem*, 521 U.S. at 613); *see also In re Hyundai*, 926 F.3d at 557 (en banc) (upholding district court's preliminary approval and certification of nationwide settlement class). "[T]he aspects of Rule 23(a) and (b) that are important to certifying a settlement class are those designed to protect absentees by blocking unwarranted or overbroad class definitions. The focus is on whether a proposed class has sufficient unity so that absent

1 members can fairly be bound by decisions of class representatives.” *In re*
 2 *Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d at 558.

3 The proposed Settlement Class here satisfies all Rule 23(a)(1)-(4) and
 4 (b)(3) certification requirements. Through a highly contested process,
 5 including multiple unsuccessful motions for decertification, Judges Ishii
 6 and Drozd already determined that class certification was proper in this
 7 case, with a substantially similar class definition. *Munoz*, 2013 WL
 8 2146925, at *26; *Munoz*, 2015 WL 3703972, at *6; *Munoz*, 478 F. Supp. 3d
 9 at 985.

10 As described herein, for settlement purposes, the parties are seeking
 11 a slightly enlarged settlement class to add borrowers whose loans were
 12 included in the CRAs at issue for the first half of 2007. These individuals
 13 will, like the rest of the Settlement Class, have an opportunity to opt out of
 14 the Settlement and will have all the benefits and protections of other Class
 15 Members. Notably, however, given that the statute of limitations on these
 16 potential Class Members’ claims have likely long since run, these Class
 17 Members are unlikely to opt out as the Settlement provides a benefit that
 18 is otherwise foreclosed to them. In any event, each of the Rule 23(a) and
 19 (b)(3) factors at issue apply with equal force to the expanded class definition
 20 of and therefore remains eminently appropriate. *Cf. Spann v. J.C. Penney*
 21 *Corp.*, 314 F.R.D. 312, 318 (C.D. Cal. 2016) (proposed modified class meets
 22 requirements of Rule 23).

23 1. The Class Meets the Requirements of Rule 23(a)

24 a. Rule 23(a)(1): The Class is sufficiently numerous

25 Rule 23(a)(1) requires that “the class is so numerous that joinder of
 26 all class members is impracticable.” A “class of 41 or more is usually
 27

sufficiently numerous.” 5 Moore’s Federal Practice—Civil § 23.22 (2016); *see also Hernandez v. Cnty. of Monterey*, 305 F.R.D. 132, 153 (N.D. Cal. 2015). Here, in a Report and Recommendation adopted by the District Court, the Court previously acknowledged that “Defendants do not dispute Plaintiffs have met the numerosity requirement, and the Court finds this requirement is met.” *Munoz*, 2013 WL 2146925, at *9. And the modified Settlement Class definition only increases the number of Settlement Class Members.

b. Rule 23(a)(2): The Class claims present common questions of law and fact.

“Federal Rule of Civil Procedure 23(a)(2) conditions class certification on demonstrating that members of the proposed class share common ‘questions of law or fact.’” *Stockwell v. City & Cnty. of S.F.*, 749 F.3d 1107, 1111 (9th Cir. 2014). Commonality “does not turn on the number of common questions, but on their relevance to the factual and legal issues at the core of the purported class’ claims.” *Jimenez v. Allstate Ins. Co.*, 765 F.3d 1161, 1165 (9th Cir. 2014).

“Even a single question of law or fact common to the members of the class will satisfy the commonality requirement.” *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 369 (2011). Courts routinely find commonality where, as here, the class claims arise from a defendant’s uniform course of alleged fraudulent conduct. *See, e.g., In re Chrysler-Dodge-Jeep Ecodiesel Mktg., Sales Pracs., & Prods. Liab. Litig.*, 2019 WL 536661, at *6 (N.D. Cal. Feb. 11, 2019) (commonality satisfied where claims arose from the defendants’ “common course of conduct” in perpetrating alleged vehicle emissions cheating scheme).

Here, the Court previously found Rule 23's commonality requirement was met, stating that the "Court does not find any meaningful individual issues would need to be litigated to determine whether Defendants captive reinsurance arrangement violates Section 8." *Munoz*, 2013 WL 2146925, at *18. Judge Drozd reaffirmed that finding when he denied Defendant's motion for decertification. *Munoz*, 478 F. Supp. 3d at 986-87. Those rulings and incorporated reasoning apply with equal force to the Settlement Class now proposed.

c. Rule 23(a)(3): The Plaintiffs' claims are typical of other Class Members' claims.

Under Rule 23(a)(3), Plaintiffs' claims are "typical" if they are "reasonably coextensive with those of absent class members; they need not be substantially identical." *Parsons v. Ryan*, 754 F.3d 657, 685 (9th Cir. 2014) (citation omitted). "The test of typicality is whether other members have the same or similar injury, whether the action is based on conduct which is not unique to the named plaintiffs and whether other class members have been injured by the same course of conduct." *Hernandez*, 305 F.R.D. at 159. Typicality "assure[s] that the interest of the named representative aligns with the interests of the class." *Wolin v. Jaguar Land Rover N. Am., LLC*, 617 F.3d 1168, 1175 (9th Cir. 2010) (quoting *Hanon v. Dataprods. Corp.*, 976 F.2d 497, 508 (9th Cir. 1992)). Thus, where a plaintiff suffered a similar injury and other class members were injured by the same course of conduct, typicality is satisfied. *See Parsons*, 754 F.3d at 685; *see also Evon v. Law Offs. of Sidney Mickell*, 688 F.3d 1015, 1030 (9th Cir. 2012).

Here, the Court already determined that Rule 23(a)(3)'s typicality requirement is met. Indeed, the Magistrate Judge, in an opinion adopted

1 by the District Court, found that “each named Plaintiff was subject to
 2 Defendants’ captive reinsurance arrangement and suffered the same
 3 alleged harm as putative class members whose loans were insured by
 4 CMG.” *Munoz*, 2013 WL 2146925, at *19. Accordingly, the Magistrate
 5 Judge concluded “that the named Plaintiffs’ claims are typical of the
 6 putative class members [and derive from the same factual predicates and
 7 rely upon the same legal theory as the putative Class members.” *Id.* That
 8 reasoning also applies with equal force here.

9 **d. Rule 23(a)(4): Plaintiffs will fairly and adequately**
 10 **protect the interests of the class**

11 Rule 23(a)(4)’s adequacy requirement is met where, as here, “the
 12 representative parties will fairly and adequately protect the interests of the
 13 class.” Adequacy entails a two-prong inquiry: “(1) do the named plaintiffs
 14 and their counsel have any conflicts of interest with other class members
 15 and (2) will the named plaintiffs and their counsel prosecute the action
 16 vigorously on behalf of the class?” *Evon*, 688 F.3d at 1031 (quoting *Hanlon*
 17 *v. Chrysler Corp.*, 150 F.3d 1011 1020 (9th Cir. 1998)). Both prongs are
 18 readily satisfied here. Here, the Plaintiffs have no interests antagonistic to
 19 Class Members and will continue to protect the Settlement Class’s interests
 20 in overseeing the Settlement administration and through any appeals. *See*
 21 *Clemens v. Hair Club for Men, LLC*, 2016 WL 1461944, at *2-3 (N.D. Cal.
 22 Apr. 14, 2016). Indeed, this Court previously held that the Class
 23 Representatives are adequate. *Munoz*, 2013 WL 2146925 at, *8. Judge
 24 Drozd reiterated this finding in his decision on decertification, stating:

25 Here, the named plaintiffs have been willing and able to perform the
 26 duties required of them, such as attending depositions and assisting their
 27 counsel in preparing responses to discovery. (*See* Doc. No. 353 at 21–29.)
 Despite the complex nature of this litigation, the named plaintiffs have all
 demonstrated a layperson’s understanding of the “gravamen” of their

1 claim against PHH. (*Id.*) Finally, there is nothing in the record to suggest
2 that plaintiffs' counsel has any conflicts of interests with the class
3 members or would not fairly and adequately protect the interests of the
class. Accordingly, the court concludes that the named plaintiffs and class
counsel will fairly and adequately represent the class.

4 *Munoz*, 478 F. Supp. 3d at 986.

5 With respect to the adequacy of counsel, as demonstrated throughout
6 this litigation, Class Counsel have undertaken an enormous amount of
7 work, effort, and expense in the furtherance of Plaintiffs' claims. See § B,
8 *supra*. They have demonstrated their willingness to devote whatever
9 resources were necessary to reach a successful outcome throughout the over
10 seventeen years since this litigation began. As this Court previously noted,
11 in finding that Class Counsel satisfies the requirements under Rule
12 23(a)(4), "Defendants do not argue that Plaintiffs' counsel is inadequate or
13 has any conflicts of interests with the proposed Class. Defendants do not
14 dispute that Plaintiffs' counsel would vigorously prosecute [] this case on
15 behalf of the Class. Indeed, there is nothing in the record to suggest
16 Plaintiffs' counsel would not fairly and adequately protect the interests of
17 the Class. The Court finds Plaintiffs' counsel are experienced counsel and
18 will represent the Class adequately." *Munoz*, 2013 WL 2146925, at *22.

19 **2. The Class Meets the Requirements of Rule 23(b)(3)**

20 Rule 23(b)(3)'s requirements are also satisfied because (i) "questions
21 of law or fact common to class members predominate over any questions
22 affecting only individual members"; and (ii) a class action is "superior to
23 other available methods for fairly and efficiently adjudicating the
24 controversy." Fed. R. Civ. P. 23(b)(3).
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27
28

a. Common issues of law and fact predominate

“The predominance inquiry ‘asks whether the common, aggregation-enabling, issues in the case are more prevalent or important than the non-common, aggregation-defeating, individual issues.’” *Tyson Foods, Inc. v. Bouaphakeo*, 577 U.S. 442, 453 (2016). “When ‘one or more of the central issues in the action are common to the class and can be said to predominate, the action may be considered proper under Rule 23(b)(3) even though other important matters will have to be tried separately, such as damages or some affirmative defenses peculiar to some individual class members.’” *Id.* At its core, “[p]redominance is a question of efficiency.” *Butler v. Sears, Roebuck & Co.*, 702 F.3d 359, 362 (7th Cir. 2012). Thus, “[w]hen common questions present a significant aspect of the case and they can be resolved for all members of the class in a single adjudication, there is clear justification for handling the dispute on a representative rather than on an individual basis.” *Hanlon*, 150 F.3d at 1022.

Here, questions of law and fact common to the Class Members’ claims predominate over any potential question affecting only individuals. The common issues applicable here stem from a single alleged scheme, including most significantly whether the CRAs involved any risk transfer to Atrium. As the Court found the first time this action certified as a class action (*Munoz*, 2013 WL 2146925, at *23-25 (adopted *Munoz*, 2015 WL 3703972)), and again five years later when Judge Drozd denied Defendants’ motion for decertification, (*Munoz*, 478 F. Supp. 3d at 986-87), there are no individualized inquiries that will predominate over the common issues that determine whether the CRAs at issue violate RESPA Section 8. The Court’s

1 prior rulings and incorporated reasoning on commonality and
 2 predominance apply with equal force to the Settlement Class now proposed.

3 **b. Class treatment is superior to other available**
 4 **methods for the resolution of this case**

5 Superiority asks “whether the objectives of the particular class action
 6 procedure will be achieved in the particular case.” *Hanlon*, 150 F.3d at
 7 1023. In other words, it “requires the court to determine whether
 8 maintenance of this litigation as a class action is efficient and whether it is
 9 fair.” *Wolin*, 617 F.3d at 1175-76. Under Rule 23(b)(3), “the Court evaluates
 10 whether a class action is a superior method of adjudicating plaintiff’s claims
 11 by evaluating four factors: ‘(1) the interest of each class member in
 12 individually controlling the prosecution or defense of separate actions; (2)
 13 the extent and nature of any litigation concerning the controversy already
 14 commenced by or against the class; (3) the desirability of concentrating the
 15 litigation of the claims in the particular forum; and (4) the difficulties likely
 16 to be encountered in the management of a class action.’” *Trosper v. Styker*
 17 *Corp.*, 2014 WL 4145448, at *17 (N.D. Cal. Aug. 21, 2014).

18 Class treatment here is far superior to the litigation of tens of
 19 thousands of individual borrowers. As the Court previously held, “Class
 20 adjudication would be the superior method for resolving the claims at issue
 21 here.” *Munoz*, 2013 WL 2146925, at *26.

22 * * *

23 For all the reasons above, Plaintiff respectfully submit that the Court
 24 will—after notice is issued and Class Member input received—“likely be
 25 able to . . . certify the class for purposes of judgment on the proposal.” *See*
 26 *Fed. R. Civ. P. 23(e)(1)(B)*.

D. The Proposed Class Notice Plan Provides the Best Practicable Notice and Should Be Approved.

Rule 23(e)(1) requires that before a proposed settlement may be approved, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal.” *Id.* “Notice is satisfactory if it ‘generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and come forward and be heard.’” *Churchill Vill., L.L.C., v. Gen. Elec.*, 361 F.3d 566, 575 (9th Cir. 2004). For a Rule 23(b)(3) settlement class, the Court must “direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). The best practicable notice is that which is “reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *Mullane v. Cent. Hanover Bank & Tr. Co.*, 339 U.S. 306, 314 (1950).

The proposed Notice Plan readily meets these standards. The parties created the Notice Plan—including both the content and the distribution plan—with input from JND Legal Administration, an experienced firm specializing in notice in complex class action litigation. The program includes (i) CAFA Notice to appropriate state and federal officials; (ii) direct mail and email notice to all Settlement Class Members for whom contact information is provided; (iii) supplemental digital notice design to target potential Settlement Class Members; (iv) a reminder notice effort that would be disseminated just prior to the claims deadline to remind Settlement Class Members of the impending deadline; (v) a settlement

1 website that will provide detailed information about the proposed
 2 Settlement; and (vi) a settlement toll-free number, post office box, and
 3 email address through which Settlement Class Members may obtain more
 4 information about the Settlement and request that the Long Form Notice
 5 and/or Claim Form be sent to them. *See* JND Decl. at ¶¶ 12-38.

6 The Parties' proposed notices are neutral, written in an easy-to-
 7 understand clear language, eye-catching, and reflect the exemplars
 8 published by the Federal Judicial Center ("FJC").⁵

9 The principal method of reaching Class Members will be through the
 10 Long Form Notice, with attached Claim Form, to be mailed and e-mailed to
 11 Class members. The Long Form Notice is designed to explain Class
 12 Members' rights and obligations under the Settlement in clear terms and
 13 in a well-organized and reader-friendly format. *See In re Hyundai*, 926 F.3d
 14 at 567 ("[S]ettlement notices must 'present information about a proposed
 15 settlement neutrally, simply, and understandably.'"). It includes an
 16 overview of the litigation; an explanation of the Settlement benefits;
 17 information about how to participate in, object to or opt out of the
 18 Settlement; important dates and deadlines; contact information for Class
 19 Counsel; a claim form and the address for a comprehensive Settlement
 20 Website that will house links to the notice, claim form, motions for
 21 approval, attorneys' fees, and other important documents; instructions on
 22 how to access the case docket; and detailed instructions on how to
 23 participate in, object to, or opt out of the Settlement.⁶ The Long Form Notice
 24

25 ⁵ *See*: Judges' Class Action Notice and Claims Process Checklist and Plain
 26 Language Guide, FED. JUD. CTR 1, 3 (2010),
<https://www.fjc.gov/sites/default/files/2012/NotCheck.pdf>.

27 ⁶ The proposed Long Form Notice is attached as Exhibit C to the Settlement
 Agreement. Meltzer Decl., Ex. 1.

1 is designed to clearly and accurately reflect the structure of the Settlement,
2 so as to fully apprise Class Members of their rights and responsibilities
3 under the Settlement. Email delivery of the Long Form Notice was
4 designed (and will be implemented) to avoid spam filters and to be easily
5 read across all formats, including mobile. *See* JND Decl. at ¶ 21.

6 The Summary Notice,⁷ which may be used as part of a reminder
7 campaign, likewise provides basic information about the Settlement and
8 Class Members' rights thereunder and provides contact information for
9 Class Counsel, the Settlement Administrator and the address for the
10 Settlement Website to which the reader is directed for more detailed
11 information. The Long- Form Notice and Summary Notice both direct
12 readers to the Settlement Website, where the Claim Form, is also available.

13 To supplement the direct notice effort, JND has also designed an
14 initial 4-week digital campaign that is intended to reach as many potential
15 Settlement Class Members as possible. This campaign will target users
16 who purchased a home, a home loan, a refinanced loan, or a second home
17 loan during 2007-2009, and will directly link Settlement Class Members to
18 the settlement website where they can access more information about the
19 proposed Settlement, as well as file an online claim. *See* JND Decl. at ¶¶
20 26-28. Prior to the claim filing deadline, JND may also initiate a reminder
21 notice effort to encourage Settlement Class Members who have yet to
22 submit a claim to do so before the impending claim deadline. The reminder
23 notice effort could include email and/or digital notice. *See id.* at ¶ 29.

24 Based on their experience, JND anticipates that the direct notice
25 effort will reach a large majority of Settlement Class Members and the

26 ⁷ The proposed Summary Notice is attached as Exhibit B to the Settlement
27 Agreement. Meltzer Decl., Ex. 1.

supplemental digital effort and any reminder notice efforts will further enhance notice exposure. The anticipated reach of the Notice Plan is expected to meet that of other court approved programs and the 70-95% reach standard set forth by the FJC guidelines. *Id.* at ¶¶ 39-40. Thus, the proposed Class Notice Plan easily satisfies due process and Rule 23 and comports with all accepted standards.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court grant Plaintiffs' Motion for Preliminary Approval of Settlement and thereby (1) determine under Rule 23(e)(1) that it is likely to approve the Settlement and certify the Settlement Class; (2) direct notice to the Settlement Class through the proposed Notice Plan; (3) appoint Settlement Class Counsel and Settlement Class Representatives; and (5) schedule the final approval hearing under Rule 23(e)(2).

DATED: July 31, 2025

Respectfully submitted,

**KESSLER TOPAZ
MELTZER & CHECK, LLP**

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CERTIFICATE OF COMPLIANCE

I hereby certify that the foregoing Memorandum of Points and Authorities contains 12,051 words, as reported by Microsoft Word.

/s/ Joseph H. Meltzer

Joseph H. Meltzer

CERTIFICATE OF SERVICE

I hereby certify that on July 31, 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

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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

**DECLARATION OF JOSEPH H.
MELTZER IN SUPPORT OF
PLAINTIFFS' UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL**

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

1 I, Joseph H. Meltzer declare as follows:

2 1. I am an attorney licensed to practice in the Commonwealth of
3 Pennsylvania, State of New Jersey, and State of New York. I am a partner in
4 the law firm of Kessler Topaz Meltzer Check, LLP and I am counsel of record
5 for the named plaintiffs, who are also the court appointed Class
6 Representatives of the previously certified class and are the proposed
7 settlement class representatives (hereinafter, "Plaintiffs").

8 2. I have personal knowledge of the following facts, and if called as a
9 witness, I could and would testify competently to them. I make this Declaration
10 in support of Plaintiffs' Unopposed Motion for Preliminary Approval of
11 Settlement and Incorporated Memorandum of Points and Authorities
12 ("Preliminary Approval Motion"), including conditional certification of the
13 Settlement Class, and Direction of Class Notice under Fed. R. Civ. P. 23(e).

14 3. After nearly 17 years of hard-fought litigation and intensive
15 settlement negotiations, on the eve of trial between experienced counsel for
16 Plaintiffs and Defendants, Plaintiffs are proud to have reached a Settlement
17 that provides direct and significant benefits to the Settlement Class, while
18 avoiding the risks and delay associated with further litigation, including trial
19 and appeal. A true and correct copy of the Settlement Agreement entered into
20 by the parties is attached here as Exhibit 1.

21 4. The Settlement, which was agreed to in March 2025 and
22 memorialized in the Settlement Agreement thereafter, resolves allegations
23 that PHH, a mortgage lender, and its wholly-owned reinsurance affiliate,
24 Atrium, violated RESPA, 12 U.S.C. § 2601, et seq., by receiving kickbacks in
25 violation of Section 8 in exchange for the referral of mortgage insurance
26 business. The scheme was facilitated through a series of captive reinsurance
27 arrangements ("CRAs") with four mortgage insurers, which resulted in PHH's
28 reinsurance affiliate Atrium, receiving payments even though, as Plaintiffs

1 alleged, it took on no real risk of loss. Plaintiffs sought to recover mandatory
2 statutory penalties for the alleged violation of RESPA Section 8 on behalf of a
3 class of mortgagors whose loans were included in these illegal CRAs, which
4 were funded by a portion of the mortgage insurance payments they made.

5 5. The procedural history of this case is long and complex, as detailed
6 here and in Section II of the Preliminary Approval Motion. The initial
7 complaint was filed in June of 2008. Defendants sought judgment on the
8 pleadings soon thereafter, which motion was denied by Judge Ishii (the first of
9 three district judges who have been assigned to this case). In February of 2010,
10 Plaintiffs filed a motion for class certification, which was administratively
11 denied in September 2010 because it remained pending without decision for
12 more than 6 months.

13 6. Plaintiffs subsequently filed an amended complaint pursuant to a
14 newly entered scheduling order, which included a new subclass of potential
15 class members under equitable tolling and equitable estoppel principles. In
16 response, Defendants filed a motion to strike Plaintiffs' affirmative defenses
17 and a motion for summary judgment. Plaintiffs also filed a renewed motion for
18 class certification in February of 2011, seeking certification of a class of
19 borrowers who obtained loans originated after June 1, 2007 as well as
20 certification of the tolling subclass who obtained loans between January 1,
21 2004 and June 1, 2007.

22 7. On September 9, 2011, while the motions were fully briefed and
23 pending, Magistrate Judge Dennis Beck stayed the case, over Plaintiffs'
24 objection, pending the Supreme Court's ruling in *First American Financial*
25 *Corporation v. Denise P. Edwards*, No. 10-708 (S. Ct. Sept. 9, 2011)
26 ("*Edwards*"). On June 28, 2012, the U.S. Supreme Court dismissed the
27 certification of *Edwards v. First Am. Corp.*, as improvidently granted, 2012 WL
28 2427807 (S. Ct. June 28, 2012), and on July 13, 2012, Magistrate Judge

1 Barbara McAuliffe lifted the stay. Following a status conference in mid-August
2 2012, Magistrate Judge McAuliffe entered a scheduling order deeming
3 Plaintiffs' motion for class certification and motion to strike affirmative
4 defenses refiled as of the date of the conference, setting dates for supplemental
5 briefing and setting a hearing date for May 3, 2013.

6 8. On May 15, 2013, Magistrate Judge McAuliffe issued Findings and
7 Recommendations in which she recommended that the District Court grant
8 Plaintiffs' motion for class certification as to the class consisting of persons
9 whose loans were originated on or after June 2, 2007 and later included in the
10 CRAs at issue. She also recommended that the Court deny the motion as to the
11 broader proposed tolling class. Those decisions resulted in a subsequent motion
12 to intervene on behalf of the proposed tolling class members, objections to the
13 Findings and Recommendations, a motion to reconsider the decision to allow
14 the intervention, and a motion for judgment on the pleadings as to the claims
15 of the plaintiff-intervenor Villalon. The Court granted the latter motion, but
16 allowed Plaintiffs leave to amend the pleadings for equitable tolling and
17 equitable estoppel/fraudulent concealment. Plaintiffs filed their Second
18 Amended Complaint on October 14, 2014. Defendants' motion to dismiss the
19 Second Amended Complaint was decided in mid-2015 as was the parties'
20 objections to the Magistrate Judge's class certification findings. A class notice
21 program thereafter ensued in accordance with the District Court's class
22 certification decisions.

23 9. Additionally, with the exception of the period while the stay was in
24 place, discovery proceeded apace. Between Defendants and third parties,
25 approximately 1.4 million pages of documents were produced. Plaintiffs also
26 conducted numerous depositions of Defendants and third parties during this
27 period. In addition, the parties briefed, and the Court resolved, various
28

1 discovery disputes and motions, motions to compel, motions for protective
2 orders and requests for modification of the operative scheduling order.

3 10. Throughout 2016, extensive briefing occurred on a series of
4 motions, including Defendants' motions to strike Plaintiffs' expert witnesses
5 and to decertify the class, the parties' cross-motions for summary judgement,
6 and the Plaintiffs' motions to compel the production of certain class member
7 payment records and to strike Defendants' expert. On December 20, 2016,
8 District Judge Dale A. Drozd—to whom the case had been transferred—held a
9 hearing on those pending motions.

10 11. In December of 2017, while the motions were pending, the parties
11 asked the Court to stay all proceedings for a few months to facilitate settlement
12 negotiations. A formal mediation session was held on February 21, 2018 with
13 John Bickerman of Bickerman Dispute Resolution Services, PLLC, but no
14 settlement was reached. After the stay was lifted and at the Court's request,
15 the parties filed supplement briefing on the pending motions in September of
16 2019.

17 12. In August 2020, the District Court issued a decision on the parties'
18 cross-motions for summary judgment, finding that the CRAs violated Section
19 8(a) of RESPA, but holding that trial was required to resolve whether the CRAs
20 were otherwise protected under RESPA Section 8(c)'s safe harbor. In the same
21 opinion, Judge Drozd also denied Defendants' motion to decertify the class,
22 holding that the named Plaintiffs were adequate class representatives and that
23 common evidence could resolve certain disputed issues, as well as their cross-
24 motion for summary judgment, holding that Plaintiffs sufficiently alleged
25 injury-in-fact. The cross-motions to exclude experts were also denied.

26 13. The parties thereafter filed a Joint Pretrial Statement on January
27 1, 2021 with the initial pretrial conference being held on February 1, 2021.
28 Following that conference, the Court issued its tentative Pretrial Order on

February 9, 2021 and set April 27, 2021 as the date for a further pretrial conference. On February 16, 2021, Defendants filed a Motion to Reopen Law and Motion Practice to raise standing arguments once again. After full briefing, on May 12, 2021, Judge Drozd denied Defendants' motion. On June 11, 2021, the Court issued a Final Pretrial Order setting a Pretrial Conference for December 13, 2021 in advance of a trial set to begin February 15, 2022.

14. Following Judge M. Miller Baker's designation to preside over the trial and related issues in this case on August 9, 2021, Defendants moved once again to decertify the class in October 2021 based on the Supreme Court's June 25, 2021 decision in *TransUnion LLC v. Ramirez*, 141 S. Ct. 2190 (2021). In opposition, Plaintiffs proffered the March 1972 Report of HUD and the Veterans' Administration and the U.S. Senate Committee on Banking, Housing and Urban Affairs ("Joint Report") and the opinion of Professor of Robert E. Hoyt, Ph.D., the Dudley L. Moore, Jr. Chair and Professor of Risk Management and Insurance in the Terry College of Business at the University of Georgia.

15. During this same time, the parties each filed six separate motions *in limine* seeking pretrial rulings on evidentiary issues of admissibility and scope. In addition, on December 2, 2021, Defendants filed a motion to exclude the opinion of Dr. Hoyt and the Joint Report. Between December 3 and December 23, 2021, the parties filed an additional twenty-three pretrial briefs in connection with the motions *in limine*, motion to strike and briefing addressing bifurcation. During the first three weeks of January 2022, Judge Baker issued separate orders addressing a number of the motions *in limine* and trial management matters in anticipation of the trial to start on February 15, 2022. The parties each also filed trial briefs on liability and damages and Defendants filed motions to exclude Plaintiffs' experts. Throughout this same period, the parties met and conferred extensively on additional pretrial tasks

1 including exhibits they sought to admit at trial and objections thereto,
2 deposition designations and objections, and proposed jury instructions.

3 16. On January 31, 2022, just 15 days before trial was scheduled to
4 begin, the Court ruled that there was no basis for modifying the Final Pretrial
5 Order to include the opinion of Dr. Hoyt and the Joint Report and barred
6 Plaintiffs' evidence of injury from trial as untimely. The Court further denied
7 both the motion to strike the Hoyt Report and the motion to decertify without
8 prejudice as moot and issued additional rulings respecting other outstanding
9 pretrial motions.

10 17. On February 2, 2022, the parties filed a stipulation and proposed
11 order for entry of judgment, and the Court entered an Order Dismissing
12 Case/Judgment closing the case and a Judgment in favor of Defendants on
13 February 3, 2022. Plaintiffs appealed the Court's orders to the Ninth Circuit
14 Court of Appeals. The panel assigned to the case issued a memorandum
15 reversing and remanding the case for further proceedings.

16 18. Once remanded, the parties participated in a full day mediation
17 session in August of 2023 at JAMS in New York, N.Y. with mediator Marc
18 Isserles. Despite the parties' efforts, the mediation was unsuccessful.

19 19. Additional motion practice ensued, including motions to exclude the
20 opinions of each parties' experts, additional motions *in limine*, and another
21 motion for summary judgment. On January 31, 2025, Judge Baker issued four
22 orders addressing the outstanding motions, including conditionally admitting
23 Hoyt's testimony for purposes of a bench trial on standing, to be followed by a
24 jury trial to the extent Hoyt's testimony was admitted. The combined *Daubert*
25 hearing/bench trial on economic harm was thereafter scheduled to take place
26 on March 26-27, 2025 and the jury trial on the merits to begin on October 15,
27 2025.

20. At the same time that the parties were preparing for the March 2025 bench trial, they also began to explore once again the possibility of resolving the case through settlement. Counsel thus re-engaged telephonic settlement discussions and ultimately reached agreement on material terms for a settlement, resulting in the vacating of both the bench trial and jury trial dates. The parties and their counsel then spent the ensuing weeks drafting and finalizing the Settlement Agreement and related documents, and formulating the comprehensive class notice program described in the filings made herewith.

21. At the time the Settlement was reached, and the case was poised to proceed to a bench trial on standing and possible jury trial on the merits, each of the parties faced significant risks. Namely, if the Court determined that Plaintiffs' standing evidence satisfied the requirement of showing class-wide concrete injury for purposes of standing, Defendants could ultimately be subject to a large judgment. On the other hand, if the Court determined that Plaintiffs' standing evidence was not sufficient to establish class-wide injury—without regard for what a jury might find regarding the *bona fides* of Defendants' CRAs—Defendants would potentially be entitled to judgment immediately following the bench trial on standing. In addition, any appeal following the bench and/or jury trial would involve years of additional litigation with the final outcome still uncertain.

22. The Settlement removes the risks and uncertainties attendant to continued litigation and provides fair and substantial cash compensation to the Settlement Class Members through a streamlined, state-of-the-art claims process. Per the express terms of the Settlement Agreement, Defendants shall provide a payment of \$875 per loan to Settlement Class Members who submit a valid and timely claim form. Ex. 1 at § II. Accordingly, consistent with the mandatory penalty structure of RESPA, all Class Members, each of whom are

1 borrowers whose loans were included in the challenged CRAs that Plaintiffs
2 alleged had unlawfully inflated their pmi charges and made some payment,
3 will receive a definite payment in the amount of \$875, provided those Members
4 submit a valid and timely claim form. *Id.*

5 23. The Settlement establishes a claims-made settlement structure.
6 Based on estimates of total Settlement Class size and potential claims per
7 Defendants' own records, the maximum potential gross settlement award is
8 estimated to be approximately \$30,500,000.

9 24. I have a detailed understanding of this case and believe that
10 Plaintiffs maximized the recovery they could have achieved for settlement of
11 this matter. Based on my many years of complex litigation experience and my
12 personal involvement in the prosecution of this case from start to finish, I
13 believe the Settlement is not only fair, reasonable, adequate, but also is in the
14 best interests of all Settlement Class Members in light of all known facts and
15 circumstances and should therefore be given preliminary approval.

16 25. The \$875 payment per loan available to each Settlement Class
17 Member who submits a valid timely claim is an excellent outcome including
18 when compared to the approved class action common fund settlements in four
19 other RESPA cases making virtually identical claims. *See Moore v. GMAC LLC*
20 *et al.*, No. 07-04296 (E.D. Pa. Sept. 9, 2014) (approx. \$3.9 million distributed
21 to a class comprised of 122,963 loans); *Alston v. Countrywide Fin. Corp.*, No.
22 07-3508 (E.D. Pa. Aug. 29, 2011) (approx. \$24.5 million distributed to a class
23 compromised of 276,572 total loans); *Alexander et al v. Washington Mutual*,
24 No. 07-04426 (E.D. Pa Dec. 4, 2012) (approx. \$2.76 million distributed to a class
25 comprised of 42,570 loans); *Liguori et al. v. Wells Fargo & Co. et al.*, No. 08-
26 00479 (E.D. Pa. Feb. 7, 2013) (approx. \$8.4 million distributed to a class
27 comprised of 72,134 loans).

1 26. The Settlement also removes the uncertainties surrounding PHH's
2 ability to pay, including its ability to withstand a large judgment following
3 trial. Indeed, a significant consideration by Plaintiffs and Class Counsel in
4 agreeing to the terms of the Settlement and amount of the Settlement Relief
5 was the financial ability of Defendants to pay a larger settlement or judgment
6 at trial.

7 27. Moreover, the parties to this case spent considerable time and
8 resources negotiating the terms of the Settlement. I was personally involved in
9 all of the negotiations. The Settlement is the final product of intensive
10 settlement negotiations between experienced counsel for the parties over
11 several years, including two separate full-day mediations with highly
12 respected mediators. During both of these mediations, the parties engaged in
13 good-faith discussions concerning all matters in dispute despite being unable
14 to reach a mutually agreeable resolution in this action. However, we remained
15 amenable to further settlement discussions, culminating in this Settlement.

16 28. During the course of this litigation, the named plaintiffs have been
17 actively engaged, having collected and preserved documents and information
18 related to their claims, provided their documents to counsel for production to
19 Defendants, worked with counsel to prepare responses to interrogatories, sat
20 for depositions, actively monitored progress in the litigation, prepared for trial,
21 and communicated with counsel regarding the terms of the proposed
22 Settlement Agreement. Plaintiffs have also expressed their continued
23 willingness to protect the Class until the Settlement is approved and its
24 administration completed.

25 29. JND Legal Administration LLC ("JND"), an experienced class
26 action settlement administrator, will administer the Settlement. As reflected
27 in the Declaration of Gina Intrepido-Bowden on Proposed Settlement Notice
28 Plan, filed herewith, JND has designed a comprehensive notice plan that

1 includes direct mail and email notice, supplemental digital notice, reminder
2 notice, a settlement website, and a toll-free hotline to reach as many potential
3 Settlement Class Members as possible. Under the terms of the Settlement
4 Agreement, Defendants shall pay the fees and costs of the parties' proposed
5 Settlement Administrator to implement the notice program, administer the
6 claims process, mail checks as necessary, and perform the other administrative
7 tasks described in the Settlement Agreement, up to \$500,000. *See* Exhibit 1,
8 at § I.D at 7.

9 30. In addition, Settlement Class Counsel will separately apply to the
10 Court for an award of reasonable attorneys' fees of \$9,031,000 and
11 reimbursement of their litigation expenses (\$2,100,000) for work performed
12 and expenses incurred in furtherance of this litigation and its successful result.
13 Class Counsel negotiated the terms and amount of the Settlement separately
14 from the attorneys' fees and costs. *See id.* at § IV.B.

15 31. Settlement Class Counsel will also apply for service awards of up
16 to \$5,000 for each of the named Plaintiffs for their efforts and commitment in
17 prosecuting this case on behalf of the Settlement Class. All Court-approved
18 attorneys' fees, expenses, and service awards granted by the Court will be paid
19 by Defendants and will not diminish or otherwise impact the amount of the
20 payments to Class Members who file timely valid claims. *See id.* at § IV.A.

21 32. Plaintiffs were not promised a service award, nor did they condition
22 their representation on the expectation of a service award. Each of the named
23 Plaintiffs was appointed as a representative of the certified class. They have
24 communicated and demonstrated that they understand their duties as class
25 representatives, have agreed to consider the interests of absent Class
26 members, and have participated through discussions with Settlement Class
27 Counsel in this litigation and will continue to do so. None has any interests
28 that would be in conflict with the Settlement Class Members, and they will

1 continue to vigorously protect class interests, as they have done throughout
2 the prior 17 years this litigation has proceeded.

3 33. Class Members' certain and timely receipt of the benefits under the
4 Settlement is an unquestionably reasonable outcome when faced with the
5 challenges ahead. *See Nobles v. MBNA Corp.*, 2009 WL 1854965, at *2 (N.D.
6 Cal. June 29, 2009) ("The risks and certainty of recovery in continued litigation
7 are factors for the Court to balance in determining whether the Settlement is
8 fair."); *Kim v. Space Pencil, Inc.*, No. C 11-03796 LB, 2012 WL 5948951, at *5
9 (N.D. Cal. Nov. 28, 2012) ("The substantial and immediate relief provided to
10 the Class under the Settlement weighs heavily in favor of its approval
11 compared to the inherent risk of continued litigation, trial, and appeal, as well
12 as the financial wherewithal of the defendant.").

13
14 I declare under penalty of perjury under the laws of the Commonwealth
15 of Pennsylvania that the foregoing is true and correct. Executed this 31st day
16 of July 2025 in Radnor, Pennsylvania.

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19 /s/ Joseph H. Meltzer
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EXHIBIT 1

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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

SETTLEMENT AGREEMENT

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is made and entered into as of July 11, 2025 by and between Plaintiffs Efrain Munoz, Leona Lovette, Stephanie Melani, John Hoffman, and Daniel Maga II (collectively, “Plaintiffs”), both individually and on behalf of the Settlement Class defined below, and Defendants PHH Corp., PHH Mortgage Corp., PHH Home Loans, LLC, and Atrium Insurance Corp. (collectively, “Defendants”). (Plaintiffs and Defendants shall be referred to as the “Settling Parties” or “Parties”).

RECITALS

WHEREAS, on December 10, 2010, Plaintiffs filed the operative First Amended Class Action Complaint (the “Action”). Dkt. 96.

WHEREAS, on June 11, 2015, the Court certified a nationwide class of people who obtained residential mortgage loans originated and/or acquired by PHH and/or its affiliates, and, in connection therewith, purchased private mortgage insurance and whose loans were included within PHH’s captive mortgage insurance arrangements. Dkt. 230, 288.

WHEREAS, on September 9, 2016, the Parties filed cross-motions for summary judgment, which the Court granted in part and denied in part on August 12, 2020. Dkt. 340, 342, 417.

WHEREAS, on June 11, 2021, the Court set the case for trial to begin on February 15, 2022. Dkt. 456.

WHEREAS, on August 9, 2021, this case was reassigned to the Honorable M. Miller Baker, Judge of the United States Court of International Trade, sitting by designation. Dkt. 460.

WHEREAS, on January 31, 2022, the Court entered an order precluding Plaintiffs from proffering at trial certain evidence that Plaintiffs contend would support their economic harm theory of standing

1 (the “January 31, 2022 Order”). Dkt. 538.

2 WHEREAS, on February 2, 2022, the Parties submitted a
3 stipulation and proposed order of dismissal in which Plaintiffs
4 acknowledged that economic harm is the only theory of standing that they
5 are pursuing, and that as a result of the January 31, 2022 Order, they
6 could not meet their burden to show Article III standing, a necessary
7 element of their claims. Dkt. 548.

8 WHEREAS, on February 3, 2022, the Court entered an order
9 dismissing the case and entering judgment, subject to Plaintiffs’ ability to
10 appeal the January 31, 2022 Order. Dkt. 551, 552.

11 WHEREAS, on February 24, 2023, the Ninth Circuit reversed the
12 January 31, 2022 Order, and remanded the case to the district court for
13 further proceedings. Dkt. 557.

14 WHEREAS, on May 30, 2023, the Court ordered the Parties to
15 complete additional discovery mandated by the Ninth Circuit’s decision,
16 and to file any additional pretrial motions by December 15, 2023. Dkt.
17 568.

18 WHEREAS, on October 20, 2023, the Parties filed motions to
19 exclude certain expert testimony, and on December 15, 2023, Defendants
20 filed a motion for summary judgment. Dkt. 570, 571, 577.

21 WHEREAS, on January 31, 2025, the Court decided the motions
22 filed on October 20, 2023 and December 15, 2023, and ordered the Parties
23 to meet and confer to propose dates for a combination *Daubert* hearing
24 and bench trial regarding the issue of Plaintiffs’ alleged economic harm,
25 as well as dates for a jury trial on the merits of Plaintiffs’ RESPA claim,
26 if necessary. Dkt. 598.

27 WHEREAS, on February 18, 2025, the Court set the combination
28 *Daubert* hearing and bench trial to take place on March 26, 2025 and

1 March 27, 2025, and on February 20, 2025, the Court set the jury trial, if
2 necessary, to begin on October 15, 2025. Dkt. 602, 604.

3 WHEREAS, since the Ninth Circuit's remand order, the Settling
4 Parties have engaged in extensive settlement negotiations, and engaged
5 the assistance of mediator Marc E. Isserles of JAMS ADR, including
6 participating in a full-day mediation session.

7 WHEREAS, Plaintiffs, individually and on behalf of the Settlement
8 Class (defined below), desire to settle the Action upon the terms and
9 conditions of this Agreement (the "Settlement"). The Settling Parties
10 have concluded, after due investigation and after carefully considering
11 the relevant circumstances, including, without limitation, the claims
12 asserted in the Action, the legal and factual defenses thereto and the
13 applicable law, that it is in the best interest of the Settling Parties to enter
14 into this Agreement to avoid the uncertainties of litigation and to assure
15 that the benefits set forth below are obtained for Plaintiffs and the
16 Settlement Class. Further, Class Counsel (defined below) considers the
17 Settlement set forth in this Agreement to be fair, reasonable, and
18 adequate and in the best interests of Plaintiffs and the Settlement Class.

19 NOW THEREFORE, in consideration of the foregoing and the
20 covenants and agreements set forth herein, and for other good and
21 valuable consideration, the receipt and sufficiency of which is
22 acknowledged herein, the Settling Parties agree, subject to the approval
23 by the Court, as follows:

24 **I. SETTLEMENT PROCEDURES**

25 **A. Reasonable Best Efforts to Effectuate This Settlement.** The
26 Settling Parties: (a) acknowledge that it is their intent to consummate
27 this Agreement, and (b) agree, subject to their fiduciary and other legal
28 obligations, to cooperate to the extent reasonably necessary to effectuate

1 and implement the terms and conditions of this Agreement and to
 2 exercise their best efforts to accomplish the terms and conditions of this
 3 Agreement. The Parties, Class Counsel, and Defendants' Counsel agree
 4 to cooperate with one another reasonably and in good faith in (a) seeking
 5 Court approval of the Preliminary Approval Order (defined below), the
 6 Agreement, and the Final Approval Order (defined below) and Final
 7 Judgment and, in the event of any appeal(s), to use their reasonable best
 8 efforts to effect prompt consummation of this Agreement and the proposed
 9 Settlement; (b) promptly agreeing upon and executing all such other
 10 documents as may be reasonably required to obtain final approval of the
 11 Agreement; and (c) resolving any disputes that may arise in the
 12 implementation of the terms of this Agreement.

13 **B. Certification of Settlement Class and Appointment of Class**
 14 **Counsel.** The Settling Parties agree to class certification, pursuant to
 15 Fed. R. Civ. P. Rules 23(a) and 23(b)(3), of a "Settlement Class" defined
 16 as follows:

17 All persons who obtained residential mortgage loans
 18 originated and/or acquired by PHH and/or its affiliates from
 19 January 1, 2007 through December 31, 2009, and, in
 20 connection therewith, purchased private mortgage insurance
 21 and whose loans were included within PHH's captive
 22 mortgage reinsurance agreements, including the successors,
 23 heirs and/or assigns of such persons.¹

24 The following entities and individuals are excluded from the
 25 Settlement Class: (a) Defendants' officers, directors, and employees; (b)

26 ¹ Each loan obtained by a person meeting this class definition will be
 27 defined as a single "Settlement Class Member," regardless of the number
 28 of original obligors on such loan, and only one claim will be allowed per
 loan / Settlement Class Member.

1 Defendants' affiliates and affiliates' officers, directors, and employees; (c)
2 the Released Persons (defined below); (d) all persons who have previously
3 excluded themselves from the certified class (Dkt. 230, 288, 314); and (e)
4 any person otherwise in the Settlement Class who timely and properly
5 excludes themselves from the Settlement Class as provided in this
6 Agreement and the Settlement Class Notices (defined below).

7 Additionally, the Settling Parties agree to the Court's appointment
8 of Kessler Topaz Meltzer & Check, LLP and Larson LLP, together, as co-
9 class counsel for the Settlement Class ("Class Counsel").

10 **C. Preliminary Approval.** After good-faith consultation with
11 Defendants' Counsel, and within twenty (20) days after the execution of
12 this Agreement by all Parties, Class Counsel shall move the Court for
13 entry of an order granting preliminary approval of the Settlement and
14 this Agreement substantially in the form of Exhibit A hereto (the
15 "Preliminary Approval Order"), which order shall (a) preliminarily
16 approve the Settlement memorialized in this Agreement as fair,
17 reasonable, and adequate; (b) approve the proposed Summary Notice and
18 Long-Form Notice ("Settlement Class Notices"), in the forms attached
19 hereto as Exhibits B and C, authorize their dissemination to the
20 Settlement Class, and determine that such Settlement Class Notices
21 comply with all legal requirements, including, but not limited to, the Due
22 Process Clause of the United States Constitution; (c) set a date for a final
23 approval hearing (the "Final Approval Hearing"); (d) set deadlines
24 consistent with this Agreement for the dissemination of the Settlement
25 Class Notices, the submission of objections and exclusions, and the filing
26 of papers in connection with the Final Approval Hearing; (e) require
27 Settlement Class Members who wish to exclude themselves from the
28 Settlement Class to submit an appropriate and timely written request for

1 exclusion by the deadline set forth pursuant to (d) above, as directed in
2 this Agreement and the Settlement Class Notices, and advise that a
3 failure to do so shall prevent those Settlement Class Members from
4 excluding themselves from the Settlement Class and shall bind those
5 Settlement Class Members who remain in the Settlement Class; (f)
6 appoint and approve the Settlement Administrator (as defined below); (g)
7 authorize the Settling Parties to take all necessary and appropriate steps
8 to establish the means necessary to implement this Agreement; and (h)
9 issue related orders to effectuate the preliminary approval of this
10 Agreement and the Settlement. The Settling Parties shall, in good faith,
11 take reasonable steps to secure expeditious entry by the Court of the
12 Preliminary Approval Order.

13 **D. Settlement Class Notices.** As part of the motion for
14 preliminary approval, Class Counsel shall submit to the Court for
15 approval a proposed form of, method for, and schedule for dissemination
16 of notice to the Settlement Class (the “Notice Plan”) to be administered
17 by JND Legal Administration (the “Settlement Administrator”).

18 The Settlement Administrator shall administer the Settlement in a
19 cost-effective and timely manner. Without limiting any of its other
20 obligations as stated herein, the Settlement Administrator shall be
21 responsible for mailed notice, emailed notice, publication notice, website
22 notice, the settlement website, internet advertising, administration of the
23 Settlement Relief (defined below), and providing all other related support,
24 reporting, and administration as further stated in this Agreement.

25 Defendants will coordinate with the Settlement Administrator to
26 provide notice to the Settlement Class, as provided in this Agreement,
27 with Class Counsel’s participation and oversight. Because the
28 information about Settlement Class Members that will be provided to the

1 Settlement Administrator will consist of confidential information, non-
2 public personal information, and other information protected by privacy
3 laws, any such information shall be deemed “Confidential” under ¶ 4 of
4 the protective order entered in this Action on February 26, 2009, and shall
5 be used only for the purpose of administering this Settlement.

6 The Notice Plan shall, at a minimum, include direct notice by mail
7 and email, where available, and by publication notice, which shall
8 continue periodically until the conclusion of the 12-month settlement
9 claims period, which shall begin to run upon entry of the Preliminary
10 Approval Order (“Claims Period”). In addition, a settlement website and
11 call center will be established and maintained by the Settlement
12 Administrator during the pendency of the 12-month claims period. The
13 Notice Plan shall ask the Court to find that the proposed form of and
14 method for dissemination of notice to the Settlement Class constitutes
15 valid, due, and sufficient notice to the Settlement Class; constitutes the
16 best notice practicable under the circumstances; and complies fully with
17 the requirements of Fed. R. Civ. P. 23 and constitutional due process. The
18 Settlement Class Notices shall be in a form substantially similar to
19 Exhibits B and C to this Agreement (provided that the font size, folding,
20 and other printing elements or presentation may be adjusted to
21 accommodate a booklet format and for efficient envelope and postage
22 considerations). Defendants shall pay all notice and settlement
23 administration costs up to \$500,000, including serving the notices
24 required by the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

25 Any Settlement Class Member who does not properly submit a
26 completed Claim Form on or before the last day of the Claims Period, or
27 in the case of a mailed Claim Form, that is postmarked by the last day of
28 the Claims Period, shall be deemed to have waived any claim to

1 Settlement Relief and any such Claim Form submitted by that Settlement
2 Class Member will be rejected.

3 The Parties agree to promptly provide each other with copies of
4 objections, exclusion requests, or other similar documents received from
5 Settlement Class Members in response to the Settlement Class Notice(s).

6 **E. Settlement Class Member Identification.** Within ten (10)
7 business days of entry of the Preliminary Approval Order, the Parties
8 shall jointly provide to the Settlement Administrator all available
9 records, data and information necessary to identify and locate Settlement
10 Class Members. After delivery of such records, data and information, the
11 Settlement Administrator shall obtain updates, if any, to the addresses
12 contained therein using (a) information reasonably available from a
13 Lexis-Nexis persons search performed as to each Settlement Class
14 Member; (b) information reasonably available from the National Change
15 of Address (“NCOA”) database maintained by the United States Postal
16 Service (“Postal Service”); and (c) such additional efforts as the
17 Settlement Administrator reasonably believes are appropriate to identify
18 updated addresses or other contact information, if any, for each
19 Settlement Class Member and/or as the Court may direct.

20 **F. Dissemination of Settlement Class Notices.** As soon as
21 practicable after receiving the information in paragraph I.E. above, the
22 Settlement Administrator shall begin the process of mailing, and where
23 an email address is available, emailing, the Summary Notice, with
24 attached Claim Form, to each Settlement Class Member and shall
25 complete that process as soon as practicable.

26 Within thirty (30) business days after entry of the Preliminary
27 Approval Order, the Settlement Administrator shall also cause the
28 Summary Notice, with linked Claim Form, to be disseminated and

1 published according to the Notice Plan. In addition, prior to the date of
2 the mailing, and emailing, of the Summary Notice, the Settlement
3 Administrator shall cause the Long-Form Notice, this Agreement, and the
4 Claim Form to be made available on the dedicated settlement website.

5 If any mailed Settlement Class Notice sent is returned by the Postal
6 Service as undeliverable, the Settlement Administrator shall re-mail the
7 Settlement Class Notice immediately to the forwarding address, if any,
8 provided by the Postal Service on the face of the returned mail.

9 **G. Claim Review Process.** As soon as practicable after a Claim
10 Form is submitted, the Settlement Administrator shall confirm that such
11 Claim Form is in the form required, that such Claim Form was submitted
12 in a timely fashion, and that the person submitting the Claim Form is a
13 member of the Settlement Class. In the case that a Claim Form is not
14 submitted in the form required, the Settlement Administrator shall
15 promptly contact the Settlement Class Member who submitted such
16 Claim Form, and provide them with the opportunity to cure any
17 deficiency.

18 Within thirty (30) days after the conclusion of the Claims Period,
19 the Settlement Administrator shall provide Class Counsel and
20 Defendants' Counsel with a list of all Settlement Class Members who filed
21 a Claim Form, whether the Claim Form was rejected or accepted, and if
22 rejected, the reason it was rejected. The Parties will use their best efforts
23 to amicably resolve any dispute about the processing of any Claim Form.

24 The Settlement Administrator shall have thirty (30) days after the
25 date upon which the Final Approval Order and Final Judgement are no
26 longer subject to appeal (the "Effective Date") to process and remit the
27 appropriate Settlement Relief by check to Settlement Class Members for
28 accepted Claims submitted before the Effective Date. With regard to

1 timely Claims submitted after the Effective Date, the Settlement
2 Administrator shall promptly process each such Claim and remit the
3 appropriate Settlement Relief amounts by check to Settlement Class
4 Members for accepted Claims within 30 days of the date of acceptance of
5 the Claim.

6 Class Counsel and Defendants shall have the right to communicate
7 directly with the Settlement Administrator regarding the administration
8 of this Settlement, provided that each notifies the other
9 contemporaneously of all such interactions.

10 **H. Final Approval.** Not more than seventy-five (75) days after
11 entry of the Preliminary Approval Order, Class Counsel shall submit a
12 motion for final approval of this Agreement by the Court (“Final Approval
13 Motion”). Class Counsel shall also seek entry of the final approval order
14 (“Final Approval Order”) and Final Judgment, which shall be approved
15 as to form and content by Defendants prior to submission by Class
16 Counsel. The Final Approval Order shall (a) find that the Court has
17 personal jurisdiction over all Settlement Class Members, subject-matter
18 jurisdiction over the claims asserted in this Action, and that venue is
19 proper; (b) finally approve the Settlement as fair, reasonable, and
20 adequate; (c) give the terms of this Agreement final and complete effect;
21 (d) permanently bar the Settlement Class Releasers (defined below),
22 including Plaintiffs and all Settlement Class Members who have not
23 requested exclusion from the Settlement Class, from filing, commencing,
24 prosecuting, intervening in, or participating in (as class members or
25 otherwise) any action in any jurisdiction for the Released Claims (defined
26 below); (e) find that, by operation of the entry of the Final Judgment, the
27 Settlement Class Releasers shall be deemed to have forever released,
28 relinquished, and discharged the Released Persons (defined below) from

1 any and all Released Claims; (f) authorize the Settling Parties to
2 implement the terms of this Agreement; (g) retain jurisdiction relating to
3 the administration, consummation, enforcement, and interpretation of
4 this Agreement, the Final Approval Order, and the Final Judgment, and
5 for any other necessary purpose; (h) find that all other requirements
6 necessary to effectuate this Settlement have been met and satisfied; and
7 (i) otherwise enter final judgment in the Action, including any related
8 orders necessary to effectuate the final approval of the Agreement and its
9 continued implementation. The Settling Parties agree to support entry of
10 the Final Approval Order and the Final Judgment. The Settling Parties
11 will reasonably cooperate with one another in seeking entry of the Final
12 Approval Order and of the Final Judgment. Once entered, the Settlement
13 Administrator shall publish the Final Approval Order and Final
14 Judgment on the settlement website.

15 Class Counsel, also will request that the Court approve, by separate
16 order(s), an application for Plaintiffs' class representative service awards
17 and Class Counsel's attorneys' fees and reimbursement of expenses, as
18 described below.

19 Class Counsel and Defendants' Counsel agree to exchange drafts of
20 any motions, memoranda or other materials to be filed with the Court in
21 connection with this Settlement at least ten (10) days prior to the date
22 any such motion, memoranda or other materials are to be filed with the
23 Court. Upon entry of the Final Approval Order and the Final Judgment:
24 (i) the Agreement shall be the exclusive remedy for any and all Settlement
25 Class Members, except those who have properly requested exclusion
26 (opted out) in accordance with the terms and provisions hereof; (ii) the
27 Released Persons shall not be subject to liability or expense for any of the
28 Released Claims to any Settlement Class Member(s) except as set forth

1 in this Agreement; and (iii) Settlement Class Members who have not
2 requested exclusion from the Settlement Class shall be permanently
3 barred from filing, commencing, prosecuting, intervening in, or
4 participating in (as class members or otherwise) any action in any
5 jurisdiction based on any of the Released Claims.

6 **II. SETTLEMENT RELIEF**

7 In full, complete, and final settlement of the Settlement Class's
8 Released Claims, Defendants agree to pay compensation to the
9 Settlement Class as follows: Defendants shall pay each Settlement Class
10 Member a distribution of \$875 ("Settlement Relief"). Distributions shall
11 be made pursuant to the Claim Form attached hereto as Exhibit D, which
12 shall be mailed and emailed, where an email address is available, to
13 Settlement Class Members and which shall also be made available on the
14 settlement website. Completed Claim Forms may be submitted to the
15 Settlement Administrator by mail or electronically, including on the
16 settlement website and by email. Settlement Class Members shall be able
17 to submit Claim Forms for a period of 12 months from entry of the
18 Preliminary Approval Order.

19 Each Settlement Class Member who makes a valid claim shall be
20 mailed one settlement check per affected loan. Only one settlement check
21 per loan will be distributed. All settlement checks shall be mailed to the
22 address provided for the Settlement Class Member or, if applicable, to any
23 updated address provided to and/or obtained by the Settlement
24 Administrator and/or Class Counsel prior to the date of entry of the Final
25 Approval Order. The Settling Parties and their respective counsel shall
26 have no liability to any co-borrower arising from any claim regarding the
27 division of the Settlement Relief among co-borrowers, where applicable.

28 All settlement checks issued shall be void if not deposited within

1 ninety (90) calendar days of their date of issue and shall state on the face
2 of the check that the check will expire and become null and void unless
3 cashed within ninety (90) days after the date of issuance. The Settlement
4 Administrator shall mail a reminder postcard to each Settlement Class
5 Member who has not negotiated a settlement check after sixty (60)
6 calendar days from the mailing of the settlement check.

7 The Settlement Administrator shall provide periodic reports to
8 Class Counsel and Defendants' Counsel reflecting the status of all
9 payments to Settlement Class Members.

10 Notwithstanding any other provision in this Agreement, the Parties
11 agree that, if any person(s) not on the Settlement Class Member list (a)
12 identifies himself, herself or themselves to Class Counsel or Defendants'
13 Counsel as a Settlement Class Member or potential Settlement Class
14 Member prior to the Final Approval Hearing date and (b) the Parties
15 agree that he, she or they are or shall be treated as a Settlement Class
16 Member, then the person(s) shall be treated as a Settlement Class
17 Member under this Agreement and be bound by its terms, including
18 without limitation the release provisions herein.

19 Neither the Settling Parties nor their counsel shall have any
20 responsibility for, or liability whatsoever with respect to, the distribution
21 of payments by the Settlement Administrator to Settlement Class
22 Members; the Settlement Administrator's determination, administration,
23 or calculation of the payments to Settlement Class Members; or any losses
24 incurred in connection with any such matters. In addition to the releases
25 set forth herein, the Settlement Class Releasers hereby fully, finally, and
26 forever release, relinquish, and discharge the Settling Parties and their
27 counsel from any and all such liability.

28

III. RELEASES

Subject to the Court's entry of the Final Approval Order and Final Judgment, the Settling Parties provide the following releases:

A. Release. Upon entry of the Final Approval Order and the Final Judgment, Plaintiffs and each and every Settlement Class Member who has not opted out of the Settlement Class, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, successors, agents, administrators, servants, employees, representatives, executors, trustees, joint venturers, partners, predecessors, and attorneys (the "Settlement Class Releasers") shall be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged Defendants, and each of their future, present and former direct and indirect parents, subsidiaries, divisions, affiliates, predecessors, successors and assigns, and the future, present and former directors, officers, employees, managers, servants, principals, agents, insurers, reinsurers, shareholders, investors, attorneys, advisors, consultants, representatives, partners, joint venturers, divisions, predecessors, successors, assigns, and agents thereof ("Released Persons") from any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses and attorneys' fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of final approval of the Settlement, which were raised or could

1 have been raised in this Action (“Released Claims”).

2 Without in any way limiting their scope, the Released Claims cover
3 by example and without limitation, any and all claims for attorneys’ fees,
4 costs, expert fees, or consultant fees, interest, or litigation fees, or any
5 other fees, costs, and/or disbursements incurred by Class Counsel,
6 Plaintiffs, or any Settlement Class Member in connection with or related
7 in any manner to this Settlement, the administration of this Settlement,
8 and/or the Released Claims, except to the extent otherwise specified in
9 this Agreement.

10 Plaintiffs and the Settlement Class Members covenant and agree:
11 (a) not to file, commence, prosecute, intervene in, or participate in (as
12 class members or otherwise) any action in any jurisdiction based on any
13 of the Released Claims against any of the Released Persons; and (b) that
14 this Agreement shall be a complete defense to any of the Released Claims
15 against any of the Released Persons. However, this Agreement is not
16 intended to and does not prohibit a Settlement Class Member from
17 responding to inquiries from federal, state or local agencies and/or law
18 enforcement, even if the inquiries relate to the Released Claims.
19 Similarly, this Agreement is not intended to and does not prohibit a
20 Settlement Class Member from bringing their concerns to federal, state
21 or local agencies and/or law enforcement, even if those inquiries relate to
22 the Released Claims.

23 Defendants’ execution of this Agreement shall not be construed to
24 release—and Defendants expressly do not intend to release—any claim
25 they may have or make against any insurer, reinsurer, indemnitor, client,
26 loan investor, prior loan servicers, consultant, or vendor for any
27 judgment, payment, liability, cost or expense incurred in connection with
28 this Agreement, including, without limitation, for attorneys’ fees and

1 costs.

2 **B. Waiver of California Civil Code § 1542 and Similar Laws.**

3 In addition, Plaintiffs expressly acknowledge, and each Settlement
4 Class Member will be deemed to acknowledge, that he, she, or they are
5 familiar with and, upon entry of the Final Approval Order and the Final
6 Judgment, Plaintiffs and each Settlement Class Member waives and
7 releases with respect to the Released Claims any and all provisions,
8 rights, and benefits conferred (a) by Section 1542 of the Civil Code of the
9 State of California, and any statute, rule and legal doctrine similar,
10 comparable, or equivalent to it, which reads:

11 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
12 **THAT THE CREDITOR OR RELEASING PARTY DOES NOT**
13 **KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
14 **THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
15 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY**
16 **AFFECTED HIS OR HER SETTLEMENT WITH THE**
17 **DEBTOR OR RELEASED PARTY.**

18 and (b) by any law or principle of law of any jurisdiction that would limit
19 or restrict the effect or scope of the provisions of the release set forth in
20 the Agreement.

21 Plaintiffs recognize, and each Settlement Class Member will be
22 deemed to recognize, that, even if they may later discover facts in addition
23 to or different from those which they now know or believe to be true, they
24 fully, finally, and forever settle and release any and all claims covered by
25 these Releases upon entry of the Final Judgment. The Settling Parties
26 acknowledge that the foregoing Releases were bargained for and are a
27 material element of the Agreement.

28 This Agreement and the Releases herein do not affect the rights of

1 Settlement Class Members who timely and properly submit a request for
2 exclusion from the Settlement Class in accordance with the requirements
3 in Section V.A. of this Agreement.

4 **IV. SERVICE AWARDS, ATTORNEYS' FEES, AND** 5 **REIMBURSEMENT OF EXPENSES**

6 **A. Representative Plaintiff Service Award Application.** At the
7 time appointed by the Court, and no later than fourteen (14) days before
8 the deadline for the filing of objections to the Settlement set by the Court,
9 Class Counsel and Plaintiffs shall file a request for representative
10 plaintiff service awards (the "Service Award Application"), which shall be
11 paid by Defendants within ten (10) business days after entry of an order
12 approving same. Class Counsel and Plaintiffs agree that the Service
13 Award Application shall seek no more than \$5,000 per Plaintiff to each of
14 the following Plaintiffs Efrain Munoz, Leona Lovette, Stephanie Melani,
15 John Hoffman, and Daniel Maga II.

16 Plaintiffs acknowledge and agree that the Court may deny the
17 Service Award Application or award an amount less than \$5,000 per
18 Plaintiff. Plaintiffs further agree that their agreement to this Settlement
19 is not conditioned upon the possibility of receiving a Service Award in any
20 amount and represent and warrant that they support the Settlement even
21 in the absence of a Service Award.

22 **B. Attorneys' Fees and Expense Applications.** At the time
23 appointed by the Court, and no later than fourteen (14) days before the
24 deadline for the filing of objections to the Settlement set by the Court,
25 Class Counsel shall file a motion for payment of: (a) reasonable attorneys'
26 fees; plus (b) reimbursement of reasonable expenses incurred in
27 connection with prosecuting the Action (the "Fee and Expense
28 Application"), which shall be paid by Defendants within thirty (30) days

1 after entry of an order approving same. Class Counsel agrees that the
2 Fee and Expense Application shall seek no more than \$9,031,000 in
3 attorneys' fees and no more than \$2,100,000 in expenses.

4 This Agreement, including its terms, effect, and validity, shall not
5 be impacted by the Court's order, if any, related to Class Counsel's request
6 for attorneys' fees and expenses. Class Counsel, Plaintiffs, and the
7 Settlement Class Members each hereby agree not to challenge this
8 Agreement or any portion of it on the basis that the attorneys' fees and
9 expenses ultimately awarded were different than the requested
10 amount(s).

11 **V. CONDITIONS OF SETTLEMENT AND EFFECT OF**
12 **DISAPPROVAL, CANCELLATION, OR TERMINATION**

13 **A. Settlement Class Member Exclusions.** Any Settlement Class
14 Member who wishes to exclude themselves from the Settlement Class (an
15 "Opt-Out") must serve a timely, signed request for exclusion upon the
16 Settlement Administrator on or before the deadline set by the Court for
17 serving Opt-Outs (the "Exclusion Deadline"). The request for exclusion
18 must include all information specified in the Settlement Class Notice(s),
19 including (a) name and address of the potential Settlement Class Member
20 requesting exclusion; (b) loan number and address of the property
21 bringing the Settlement Class Member within the scope of the Settlement
22 Class; (c) personal signature by the potential Settlement Class Member
23 requesting exclusion; and (d) statement that reasonably indicates a desire
24 to be excluded from the Settlement Class. Opt-Outs may opt out of the
25 Settlement Class only on an individual basis; so-called "mass" or "class"
26 opt-outs shall not be allowed and shall be of no force or effect. Any
27 potential member of the Settlement Class who properly opts out of the
28 Settlement Class shall: (a) not be bound by any orders or judgments

1 relating to the Settlement; (b) not be entitled to relief under, or be affected
2 by, this Agreement; (c) not gain any rights by virtue of this Agreement;
3 and (d) not be entitled to object to any aspect of the Settlement.

4 The Settlement Administrator will provide copies of all opt-out
5 requests to Class Counsel and Defendants' Counsel within ten (10) days
6 of the receipt of each such request. No later than five (5) days after the
7 Exclusion Deadline, the Settlement Administrator shall provide Class
8 Counsel and Defendants' Counsel a complete and final list of Opt-Outs.
9 Class Counsel will file with the Court a complete list of Opt-Outs,
10 including the name and address of the person(s) requesting exclusion (the
11 "Opt-Out List").

12 If exclusion requests for five percent (5%) or more of the loans are
13 received and are deemed to be proper and timely, then the Settlement
14 may be deemed null and void upon notice by Defendants or Class Counsel
15 without penalty or sanction.

16 The Court shall have jurisdiction to resolve any disputes regarding
17 the validity of Opt-Outs. Except for those potential members of the
18 Settlement Class who timely and properly file a request for exclusion in
19 accordance with this subsection, all other potential members of the
20 Settlement Class will be deemed to be Settlement Class Members for all
21 purposes under this Agreement, and upon entry of the Final Approval
22 Order and Final Judgment, will be bound by its terms, regardless of
23 whether they receive any Settlement Relief.

24 With respect to any loans with co-borrowers that may be subject to
25 this Settlement, in the case that one co-borrower opts-outs and the other
26 submits a valid, timely Claim Form, the co-borrower that submitted such
27 Claim will be entitled to receive the full Settlement Relief.

28 **B. Settlement Class Member Objections.** Any Settlement Class

1 Member who wishes to object to the Settlement must serve a timely,
2 signed written objection (“Objection”) upon the Settlement Administrator,
3 Class Counsel, and Defendants’ Counsel, on or before the deadline set by
4 the Court for filing Objections (the “Objection Deadline”). Each Objection
5 must (a) include a detailed statement of the Settlement Class Member’s
6 objection(s), as well as the specific reasons, if any, for each such objection,
7 including all evidence, argument, and legal authority the Settlement
8 Class Member wishes to bring to the Court’s attention; (b) set forth the
9 Settlement Class Member’s full name, current address, and telephone
10 number, (c) contain the loan number and address of the property bringing
11 the Settlement Class Member within the scope of the Settlement Class;
12 (d) state that the Settlement Class Member objects to the Settlement, in
13 whole or in part; (e) state whether the objection applies only to the
14 objector or to the entire Settlement Class; (f) state whether the Settlement
15 Class Member intends to appear at the Final Approval Hearing; and (g)
16 state whether the Settlement Class Member will be represented by
17 separate counsel.

18 Objections may be served and filed by counsel for a Settlement Class
19 Member. Lawyers asserting objections on behalf of Settlement Class
20 Members shall: (1) file a notice of appearance with the Court before the
21 Objection Deadline; (2) file a sworn declaration (a) attesting to his or her
22 representation of each Settlement Class Member on whose behalf the
23 objection is being filed, (b) stating whether the objection applies only to
24 the objector(s) or to the entire Settlement Class; (c) stating with specificity
25 the grounds for the objection; and (d) specifying the number of times
26 during the prior five-year period they have objected to a class action
27 settlement on their own behalf or on behalf of a class member; and (3)
28 disclose any agreement, formal or informal, with other attorneys or law

1 firms regarding the objection.

2 Any Settlement Class Member who does not submit a timely
3 Objection in complete accordance with this Agreement, the Settlement
4 Class Notice, and any order of the Court shall not be treated as having
5 filed a valid Objection to the Settlement, and shall not be permitted to
6 object to any terms or approval of the Settlement at the Final Approval
7 Hearing, and shall be foreclosed from seeking any review of the
8 Settlement or the terms of this Agreement by appeal or other means,
9 unless the Court otherwise directs.

10 Any Settlement Class Member who wishes to appear at the Final
11 Approval Hearing, whether *pro se* or through counsel, must file a Notice
12 of Appearance in the Action, take all other actions or make any additional
13 filings as may be required in the Settlement Class Notice(s) or as
14 otherwise ordered by the Court, and serve the Notice of Appearance and
15 Notice of Intention to Appear upon Class Counsel and Defendants'
16 Counsel within the time set by the Court (or by the Objection Deadline, if
17 the Court does not set another date). The Notice of Intention to Appear
18 must include the Settlement Class Member's full name, address, and
19 telephone number, as well as any copies of any papers, exhibits, or other
20 evidence that the objecting Settlement Class Member will present to the
21 Court in connection with the Final Approval Hearing. Any Settlement
22 Class Member who does not file a Notice of Intention to Appear in
23 accordance with the deadlines and other specifications set forth in the
24 Agreement and Settlement Class Notices shall not be entitled to appear
25 at the Final Approval Hearing or raise any objections.

26 The Settlement Administrator shall retain copies of all
27 communications from the Settlement Class, including all objections to the
28 Settlement. The Settlement Administrator shall provide copies of these

documents to Class Counsel and Defendants' Counsel.

C. Termination. Plaintiffs, through Class Counsel, and Defendants shall have the right, but not the obligation, to terminate this Agreement if: (1) the total number of timely and valid requests for opt outs exceeds five percent (5%) of the loans; (2) the Court rejects, modifies, or denies approval of any material portion of this Agreement or the Settlement that results in a substantial modification to any material term of the Settlement; or (3) the Court, or any appellate court(s), does not enter or completely affirm, or alters, narrows or expands, any portion of the Final Approval Order, that results in a substantial modification to any material term of the Settlement. However, the Settling Parties agree to act in good faith to secure final approval of this Settlement and to attempt to address in good faith concerns regarding the Settlement identified by the Court or any appellate court. The terminating party must exercise the option to withdraw from and terminate this Agreement, as provided in this Agreement, by a signed writing served on the Settling Parties no later than ten (10) days after receiving notice of the event prompting the termination. If, but only if, this Agreement is terminated pursuant to this section then:

1. The Parties will be returned to their positions *status quo ante* and this Agreement shall be null and void and shall have no force or effect and all of its provisions, and all negotiations, statements, and proceedings relating to it shall be without prejudice to the rights of Plaintiffs, Defendants or any Settlement Class Member, all of whom shall be restored to their respective positions existing immediately before the execution of this Agreement;

2. Neither this Agreement, the fact of its having been made,

1 nor the negotiations leading to it, shall be admissible or
2 entered into evidence for any purpose whatsoever; and

3 3. Any Settlement-related order(s) or judgment(s) entered in
4 this Action after the date of execution of this Agreement
5 shall be deemed vacated and shall be without any force or
6 effect.

7 VI. MISCELLANEOUS PROVISIONS

8 **A. Plaintiffs' Representations and Warranties.** Each of Plaintiffs
9 Efrain Munoz, Leona Lovette, Stephanie Melani, John Hoffman, and
10 Daniel Maga II represent and warrant that they are the sole and exclusive
11 owners of all of their Released Claims and that they have not assigned or
12 otherwise transferred any interest in any of their Released Claims
13 against any of the Released Persons, and further covenant that they will
14 not assign or otherwise transfer any interest in any of their Released
15 Claims. Each Plaintiff also represents and warrants that they have no
16 surviving claim or cause of action against any of the Released Persons
17 with respect to any of the Released Claims.

18 **B. Voluntary Settlement.** The Settling Parties agree that the
19 terms of the Settlement as described herein were negotiated at arms-
20 length and in good faith by the Settling Parties and their counsel, and
21 reflect a settlement that was reached voluntarily after consultation with
22 competent legal counsel. The Settling Parties represent and warrant that
23 they are relying solely upon their own judgment, belief, and knowledge,
24 and the advice and recommendations of their own independently selected
25 counsel, concerning the nature, extent and duration of their rights and
26 claims hereunder and regarding all matters which relate in any way to
27 the subject matter hereof; and that, except as provided herein, they have
28 not been influenced to any extent whatsoever in executing the Agreement

1 by representations, statements, or omissions pertaining to any of the
2 foregoing matters by any Settling Party or by any person representing
3 any Settling Party. Each of the Settling Parties assumes the risk of
4 mistake as to facts or law.

5 **C. No Admission of Liability.** The Settlement compromises
6 claims that are contested and will not be deemed an admission by any
7 Settling Party as to the merits of any claim or defense. Defendants deny
8 the claims alleged in the Action and do not by this Agreement or otherwise
9 admit any liability or wrongdoing of any kind. Defendants have agreed
10 to enter into this Agreement to avoid further expense, inconvenience, and
11 distraction of burdensome and protracted litigation. Neither the
12 Agreement, nor any act performed or document executed pursuant to or
13 in furtherance of the Agreement: (a) is or may be deemed to be, or may
14 be used as, an admission of, or evidence of, the validity of any claim made
15 by Plaintiffs or any other Settlement Class Members, or of any
16 wrongdoing or liability of the Released Persons; or (b) is or may be deemed
17 to be, or may be used as, an admission of, or evidence of, any fault,
18 omission, wrongdoing, or liability of any of the Released Persons, in the
19 Action or in any proceeding in any court, administrative agency, or other
20 tribunal.

21 Defendants may file this Agreement (including the Exhibits hereto),
22 the Final Approval Order, and/or the Final Judgment in any action that
23 may be brought against them in order to support any defense or
24 counterclaim, including, without limitation, those based on principles of
25 res judicata, collateral estoppel, release, good-faith settlement, judgment
26 bar or reduction, or any other theory of claim preclusion, issue preclusion,
27 or similar defense or counterclaim.

28 **D. Confidentiality and Non-Disparagement.** All agreements

1 made and orders entered during the course of the Action relating to the
2 confidentiality of information will survive this Agreement. Plaintiffs and
3 Class Counsel, to the extent not prohibited by law, agree to refrain from
4 issuing, or otherwise causing to be issued, any press release,
5 advertisement, or Internet posting, or otherwise making statements
6 likely to be publicly quoted or referred to, which (a) disparages
7 Defendants, their affiliates, or Defendants' Counsel with respect to any
8 facts, circumstances, matters or issues alleged or asserted in the Action
9 or relating to the Settlement; or (b) includes evidence or information
10 protected from disclosure by the applicable Protective Order or other
11 applicable law.

12 **E. Subsequent Events Impacting Administration.** If there are
13 any developments in the effectuation and administration of this
14 Agreement that are not dealt with by the terms of this Agreement, then
15 such matters shall be dealt with as agreed upon by the Settling Parties,
16 and failing agreement, as shall be ordered by the Court.

17 **F. Claims in Connection with Administration.** No Person shall
18 have any claim against Plaintiffs, Defendants, Defendants' Counsel,
19 Class Counsel, the Settlement Administrator, or the Released Persons or
20 their agents based on the administration of the Settlement substantially
21 in accordance with the terms of the Agreement or any order of the Court
22 or any appellate court.

23 **G. Binding Effect.** This Agreement shall be binding upon, and
24 inure to the benefit of, the successors and assigns of the Settling Parties
25 hereto. Without limiting the generality of the foregoing, each and every
26 covenant and agreement herein by Plaintiffs shall be binding upon all
27 Settlement Class Members, their representatives, heirs, successors and
28 assigns, as upon and to the benefit of Defendants. This Agreement shall

1 not be subject to collateral attack by any Settlement Class Member or any
2 recipient of the Settlement Class Notices after the Final Approval Order
3 and Final Judgment are entered.

4 **H. Notices.** Whenever this Agreement requires or contemplates
5 that one of the Settling Parties shall or may give notice to the other, notice
6 shall be provided by e-mail and/or next-day (excluding Saturdays,
7 Sundays, and legal holidays) express delivery service. All notices and
8 responses to notices directed to any Settlement Class Member shall be
9 addressed to Class Counsel at the email addresses set forth below, and if
10 directed to Defendants, shall be addressed to Defendants' Counsel at the
11 email addresses set forth below or such other email addresses as Class
12 Counsel or Defendants' Counsel may designate, from time to time, by
13 giving notice to all Settling Parties hereto in the manner described in this
14 paragraph.

15 If directed to Plaintiffs or any Settlement Class Member, email
16 address notice to: Joseph H. Meltzer at jmeltzer@ktmc.com, or via mail at
17 Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor,
18 PA 19087. If directed to Defendants, email address notice to: Richard M.
19 Strassberg at rstrassberg@goodwinlaw.com, or via mail at Goodwin
20 Procter LLP, 620 Eighth Avenue, New York, NY 10018.

21 Subject to the terms of the Final Approval Order and Final
22 Judgment, no certifications by the Settling Parties regarding their
23 compliance with the terms of the Settlement and this Agreement will be
24 required. Any dispute as to the Settling Parties' compliance with their
25 obligations under the Settlement and this Agreement shall be brought
26 and resolved only in the Action and only by the Court, and applicable
27 appellate courts, and in no other action or proceeding.

28 **I. Time Periods.** All time periods set forth herein shall be

1 computed in calendar days unless otherwise expressly provided. In
2 computing any period of time prescribed or allowed by this Agreement or
3 by order of the Court, the day of the act, event, or default from which the
4 designated period of time begins to run shall not be included. The last
5 day of the period so computed shall be included, unless it is a Saturday, a
6 Sunday or a Legal Holiday (as defined in Rule 6(a)(6) of the Federal Rules
7 of Civil Procedure), or, when the act to be done is the filing of a paper in
8 court, a day on which weather or other conditions have made the office of
9 the clerk of the court inaccessible, in which event the period shall run
10 until the end of the next day that is not one of the aforementioned days.

11 The time periods and dates described in this Agreement are subject
12 to the Court's approval. These time periods and dates may be changed by
13 the Court or by the Settling Parties' written agreement without notice to
14 the Settlement Class. The Settling Parties reserve the right, subject to
15 the Court's approval, to agree to any reasonable extensions of time that
16 might be necessary to carry out any of the provisions of this Agreement.

17 **J. No Party Deemed to Be the Drafter.** None of the Settling
18 Parties hereto shall be deemed to be the drafter of this Agreement or any
19 provision hereof for the purpose of any statute, case law, rule of
20 interpretation, or construction that would or might cause any provision to
21 be construed against the drafter hereof. All Settling Parties agree that
22 this Agreement was drafted by counsel for the Settling Parties during and
23 through extensive arm's length negotiations. No parol or other evidence
24 may be offered to explain, construe, contradict, or clarify this Agreement's
25 terms, the intent of the Settling Parties or their counsel, or the
26 circumstances under which this Agreement was made or executed.

27 **K. Choice of Law.** This Agreement shall be considered to have
28 been negotiated, executed and delivered, and to be wholly performed, in

1 the State of California. To the extent not governed by federal law, this
2 Agreement, any amendments thereto, and any claim, cause of action, or
3 dispute arising out of or relating to this Agreement shall be interpreted
4 under, enforced in accordance with, and governed by, the internal,
5 substantive laws of the State of California without giving effect to any
6 choice-of-law principles that may otherwise provide for the application of
7 the law of another jurisdiction.

8 Any disagreement and/or action seeking directly or indirectly to
9 challenge, modify, construe, obtain relief from, extend, limit, or enforce
10 this Agreement shall be commenced and maintained only in this Court
11 and in this Action. Without in any way compromising the finality of the
12 Final Approval Order and Final Judgment, the Court shall retain
13 exclusive and continuing jurisdiction over all matters related in any way
14 to the Settlement and this Agreement, including but not limited to the
15 implementation of the Settlement and the interpretation, administration,
16 supervision, enforcement and modification of this Agreement and the
17 relief it provides to Plaintiffs and the Settlement Class Members.

18 **L. Amendment; Waiver.** This Agreement shall not be modified
19 in any respect except by a writing executed by Defendants and Plaintiffs,
20 by and through Class Counsel, and the waiver of any rights conferred
21 hereunder shall be effective only if made by written instrument of the
22 waiving party. The waiver by any party of any breach of this Agreement
23 shall not be deemed or construed as a waiver of any other breach, whether
24 prior, subsequent, or contemporaneous, of this Agreement.

25 **M. Breach.** If one Party to this Agreement considers the other
26 Party to be in breach of its obligations under this Agreement, that Party
27 must provide the breaching Party with written notice of the alleged
28 breach and provide a reasonable opportunity to cure the breach before

1 taking any action to enforce any rights under this Agreement.

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

8 **N. Execution in Counterparts.** This Agreement may be executed
9 in one or more counterparts. All executed counterparts and each of them
10 shall constitute a duplicate original. Counsel for the Settling Parties to
11 this Agreement shall exchange among themselves original signed
12 counterparts and a complete set of executed counterparts shall be filed
13 with the Court. This Agreement may be signed with a facsimile or PDF
14 format signature and in counterparts, each of which shall constitute a
15 duplicate original.

16 **O. Integrated Agreement.** This Agreement constitutes the sole
17 and entire agreement and understanding amongst the Settling Parties
18 with respect to its subject matter. This Agreement supersedes all prior
19 negotiations, understandings, and agreements amongst the Settling
20 Parties regarding the subject matter of this Agreement, and may not be
21 modified or amended except by a writing made in accordance with the
22 provisions of this Agreement signed by the Settling Parties (or their
23 respective successors in interest) and their respective counsel. The
24 Settling Parties acknowledge, stipulate, and agree that no covenant,
25 obligation, condition, representation, warranty, inducement, negotiation,
26 or understanding concerning any part of the subject matter of this
27 Agreement has been made or relied on except as expressly set forth in this
28 Agreement. The Settling Parties expressly acknowledge that in deciding

1 to enter into this Agreement, they each have relied solely upon their own
2 judgment and knowledge.

3 **P. Not Evidence.** The Settling Parties expressly acknowledge
4 and agree that this Agreement and its exhibits, along with all related
5 drafts, motions, pleadings, conversations, negotiations, and
6 correspondence, constitute an offer of compromise and a compromise
7 within the meaning of Federal Rule of Evidence 408 and any equivalent
8 rule of evidence in any state. In no event shall this Agreement, any of its
9 provisions or any negotiations, statements or court proceedings relating
10 to its provisions, or any documents created for the purposes of mediation,
11 negotiation, or confirmatory due diligence or informal discovery, whether
12 or not exchanged with opposing counsel, in any way be construed as,
13 offered as, received as, used as, or deemed to be evidence of any kind in
14 the Action, any other action, or in any judicial, administrative, regulatory
15 or other proceeding, except in a proceeding to effectuate or enforce this
16 Agreement or the rights of the Settling Parties or their counsel. Without
17 limiting the foregoing, neither this Agreement nor any related
18 negotiations, statements, or court proceedings shall be construed as,
19 offered as, received as, used as or deemed to be evidence of an admission
20 or concession of any proposition of fact or law or of any liability or
21 wrongdoing whatsoever on the part of any person or entity, including, but
22 not limited to, the Released Persons, Plaintiffs or the Settlement Class or
23 as a waiver by the Released Persons, Plaintiffs or the Settlement Class of
24 any applicable privileges or immunities (including, without limitation,
25 the attorney-client privilege or work product immunity), claims or
26 defenses.

27 **Q. Attorneys' Fees and Costs.** Except as otherwise expressly
28 provided in Section IV.B of this Agreement, each party shall bear its own

1 costs and attorneys' fees.

2 **R. Tax Consequences.** No opinion, representations, or advice
3 regarding the tax consequences, if any, of this Agreement have been made
4 by any Settling Party, nor is any representation or warranty in this
5 regard made by virtue of this Agreement or Settlement. The Settlement
6 Class Notice(s) will direct Settlement Class Members to consult their own
7 tax advisor(s) regarding the tax consequences of the Settlement and this
8 Agreement, and any tax reporting obligations they may have with respect
9 thereto. The Settling Parties further understand and agree that each
10 Settling Party, each Settlement Class Member, Class Counsel, and each
11 Plaintiff shall be responsible for his, her, its, or their own taxes, if any,
12 resulting from this Agreement and any payments made pursuant to this
13 Agreement, and it is understood that the tax consequences may vary
14 depending on the particular circumstances of each individual Settlement
15 Class Member. Nothing in this Agreement or in the Settlement Class
16 Notices is to be construed as tax advice of any kind.

17 **S. Bankruptcy Proceedings.** The Settling Parties agree that any
18 Settlement Class Member who is in active bankruptcy proceedings or
19 previously was a party to bankruptcy proceedings during the period of
20 time covered in the definition of the Settlement Class may only
21 participate in the Settlement subject to applicable bankruptcy law and
22 procedures. The Settlement Administrator shall follow any direction of
23 the Bankruptcy Court with respect to the proceeds of any payment.

24 **T. No Conflict Intended; Headings; Recitals.** All of the Exhibits
25 to this Agreement are material and integral parts hereof and are fully
26 incorporated herein by this reference. Any inconsistency between this
27 Agreement and the Exhibits attached hereto shall be resolved in favor of
28 this Agreement. The headings used in this Agreement are intended for

1 the convenience of the reader only and shall not affect the meaning or
2 interpretation of this Agreement. The recitals of this Agreement are
3 incorporated by this reference and are part of this Agreement.

4 **U. No Waiver.** Nothing herein shall be deemed a waiver of any
5 prior release individually executed between Defendants and any
6 Settlement Class Member.

7 IN WITNESS WHEREOF, the Settling Parties hereto, through
8 their fully authorized representatives, have entered into this Agreement
9 as of the date first below written, and have executed this Agreement on
10 the date indicated below each respective signature.

On behalf of Plaintiffs:

DATED: July 11, 2025


*Counsel for Plaintiffs and the
Settlement Class*

**KESSLER TOPAZ
MELTZER & CHECK, LLP**

Joseph H. Meltzer, Esq.
Terence S. Ziegler, Esq.
Donna Siegel Moffa, Esq.

Lisa M. Port, Esq.
280 King of Prussia Road
Radnor, PA 19087

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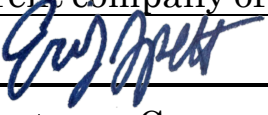
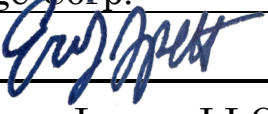
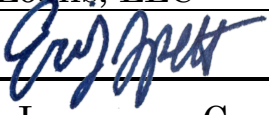
LARSON LLP

Stephen G. Larson, Esq. (SBN
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555 South Flower Street, Suite
4400

Los Angeles, CA 90071
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Facsimile: (213) 623 2000

1	On behalf of Defendants:	
2		
3	DATED: July 11, 2025	
4		PHH Corp.
5		By its: Authorized Signatory, and
6		Senior Vice President and Deputy
7		General Counsel of Onity Group
8		Inc., parent company of PHH Corp.
9	DATED: July 11, 2025	
10		PHH Mortgage Corp.
11		By its: Authorized Signatory, and
12		Senior Vice President and Deputy
13		General Counsel of Onity Group
14		Inc., parent company of PHH
15		Mortgage Corp.
16	DATED: July 11, 2025	
17		PHH Home Loans, LLC
18		By its: Authorized Signatory, and
19		Senior Vice President and Deputy
20		General Counsel of Onity Group
21		Inc., parent company of PHH
22		Home Loans, LLC
23	DATED: July 11, 2025	
24		Atrium Insurance Corp.
25		By its: Authorized Signatory, and
26		Senior Vice President and Deputy
27		General Counsel of Onity Group
28		Inc., parent company of Atrium
		Insurance Corp.

1 Approved as to form:

2
3 DATED: July 11, 2025

4 
5 *Counsel for Defendants*

6 **GOODWIN PROCTER LLP**

7 Richard M. Strassberg
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23 Fax: +1 415 677 9041

EXHIBIT A

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] ORDER
GRANTING PRELIMINARY
APPROVAL TO CLASS ACTION
SETTLEMENT AND
DIRECTING NOTICE TO THE
PROPOSED SETTLEMENT
CLASS**

Dept: Ctrm 10 (13th Fl.)

Judge: Hon. M. Miller Baker

Before the Court is Plaintiffs' Unopposed Motion for Preliminary Approval of Settlement and Incorporated Memorandum Points and Authorities ("Motion"). Plaintiffs Efrain Munoz, Leona Lovette, Stephanie Melani, John Hoffman, and Daniel Maga, II (collectively, "Plaintiffs" or "Settlement Class Representatives") and Defendants PHH Corp., PHH Mortgage Corp., PHH Home Loans, LLC and Atrium Insurance Corp. (collectively, "Defendants") (all together, the "Settling Parties" or "Parties") have entered into a Settlement Agreement, dated July 11, 2025 (the "Settlement Agreement").

Having thoroughly reviewed the Settlement Agreement, including the proposed forms of class notice and other exhibits thereto, the Motion,

1 and the papers and arguments in connection therewith, THE COURT
2 HEREBY FINDS, CONCLUDES, AND ORDERS THE FOLLOWING:

3 1. This Court has subject matter jurisdiction over this matter
4 pursuant to 28 U.S.C. § 1332(d), and has personal jurisdiction over the
5 Parties and the Settlement Class Members (defined below). Venue is
6 proper in this District.

7 2. The Motion is GRANTED.

8 3. Scope of Settlement. The Settlement Agreement resolves all
9 Released Claims against Defendants, and each of their future, present
10 and former direct and indirect parents, subsidiaries, divisions, affiliates,
11 predecessors, successors and assigns, and the future, present and former
12 directors, officers, employees, managers, servants, principals, agents,
13 insurers, reinsurers, shareholders, investors, attorneys, advisors,
14 consultants, representatives, partners, joint venturers, divisions,
15 predecessors, successors, assigns, and agents thereof (“Released
16 Persons”) from any and all claims, causes of action, suits, obligations,
17 debts, demands, agreements, promises, liabilities, damages, losses,
18 controversies, costs, expenses and attorneys’ fees of any nature
19 whatsoever, whether based on any federal law, state law, common law,
20 territorial law, foreign law, contract, rule, regulation, any regulatory
21 promulgation (including, but not limited to, any opinion or declaratory
22 ruling), common law or equity, whether known or unknown, suspected or
23 unsuspected, asserted or unasserted, foreseen or unforeseen, actual or
24 contingent, liquidated or unliquidated, punitive or compensatory, as of
25 the date of Final Approval (defined below), which were raised or could
26 have been raised in this Action (“Released Claims”).

1 4. The Court hereby provisionally certifies, for settlement
2 purposes only, a “Settlement Class,” pursuant to Federal Rules of Civil
3 Procedure 23(b)(3) and 23(e), consisting of:

4 All persons who obtained residential mortgage loans
5 originated and/or acquired by PHH and/or its
6 affiliates from January 1, 2007 through December 31,
7 2009, and, in connection therewith, purchased private
8 mortgage insurance and whose loans were included
9 within PHH’s captive mortgage reinsurance
10 agreements, including successors, heirs and/or
11 assigns of such persons.¹

12 The following entities and individuals are excluded from the Settlement
13 Class: (a) Defendants’ officers, directors, and employees; (b) Defendants’
14 affiliates and affiliates’ officers, directors, and employees; (c) the
15 Released Persons; (d) all persons who have previously excluded
16 themselves from the certified Class (Dkt. Nos. 230, 288, 314); and (e) any
17 person otherwise in the Settlement Class who timely and properly
18 excludes themselves from the Settlement Class as provided in the
19 Settlement Agreement and the Settlement Class Notices.

20 5. The Court hereby preliminarily approves the Settlement
21 Agreement and the terms embodied therein pursuant to Rule 23(e). In
22 connection therewith, the Court finds as follows:

23
24
25 ¹ Each loan obtained by a person meeting this class definition will be
26 defined as a single “Settlement Class Member,” regardless of the number
27 of original obligors on such loan, and only one claim will be allowed per
loan / Settlement Class Member.

1 a. the Court will likely approve the Settlement Agreement
2 under Rule 23(e)(2) and certify the Settlement Class for purposes of
3 judgment on the proposed Settlement;

4 b. the Settlement is sufficiently fair, reasonable, and
5 adequate as to the Settlement Class Members under the relevant
6 considerations to warrant sending notice of the Settlement to the
7 Settlement Class;

8 c. the proposed Settlement Class Representatives and
9 proposed Settlement Class Counsel (defined below) have
10 adequately represented, and will continue to adequately represent,
11 the Settlement Class;

12 d. the Settlement Agreement is the product of arm's-length
13 negotiations by the Settling Parties, and comes after adequate
14 investigation of the facts and legal issues;

15 e. the relief provided to the Settlement Class is adequate
16 taking into account, *inter alia*, the costs, risks, and delay of trial
17 and appeal and the proposed method of distributing compensation
18 to the Settlement Class;

19 f. the Settlement Agreement treats the Settlement Class
20 Members equitably relative to one another; and

21 g. The Court will fully assess any request for Settlement
22 Class Counsel attorneys' fees and costs after receiving a motion
23 from proposed Settlement Class Representatives and Settlement
24 Class Counsel supporting such request.

25 6. The Court further finds that, for settlement purposes only, the
26 Settlement Class, as defined above, meets the requirements for class
27

1 certification under Federal Rules of Civil Procedure 23(a) and 23(b)(3).
2 Specifically, the Court finds, for settlement purposes only, that (1) the
3 Settlement Class Members are sufficiently numerous such that joinder
4 is impracticable; (2) there are questions of law and fact common to
5 Settlement Class Members; (3) proposed Settlement Class
6 Representatives' claims are typical of those of the Settlement Class
7 Members; (4) proposed Settlement Class Representatives and Settlement
8 Class Counsel have fairly and adequately represented, and will continue
9 to fairly and adequately represent, the interests of the Settlement Class
10 Members; and (5) the predominance and superiority requirements of
11 Rule 23(b)(3) are satisfied.

12 7. Certification of the Settlement Class shall be solely for
13 settlement purposes and without prejudice to the Settling Parties in the
14 event the Settlement is not finally approved by this Court or otherwise
15 does not take effect, and the Parties preserve all rights and defenses
16 regarding class certification in the event the Settlement is not finally
17 approved by this Court or otherwise does not take effect.

18 8. The Court hereby appoints Plaintiffs as Settlement Class
19 Representatives to represent the Settlement Class.

20 9. The Court hereby appoints Kessler Topaz Meltzer Check, LLP
21 and Larson LLP as Settlement Class Counsel for the Settlement Class.

22 10. The Court hereby appoints JND Legal Administration as
23 Settlement Administrator and directs it to carry out all duties and
24 responsibilities of the Settlement Administrator as specified in the
25 Settlement Agreement and herein.
26
27

1 **Notice Program**

2 11. Pursuant to Rule 23(e)(1) and Rules 23(c)(2)(A) and
3 23(c)(2)(B), the Court approves the proposed Notice Plan set forth in the
4 Motion. The Court finds that the proposed Notice Plan meets the
5 requirements of due process under the U.S. Constitution and Rule 23;
6 and that such Notice Plan, which includes direct notice to Settlement
7 Class Members via U.S. mail and email following advanced level address
8 searches, the establishment of a settlement website, the establishment of
9 a toll-free telephone helpline, and both an initial and reminder media
10 notice campaign (with each campaign estimated to garner approximately
11 10,000 impressions) provided through different digital platforms, is the
12 best notice practicable under the circumstances and shall constitute due
13 and sufficient notice to all persons entitled thereto.

14 12. The Court further finds that the proposed form and content of
15 the Settlement Class Notices, attached to the Settlement Agreement as
16 Exhibits B and C, are adequate and will give the Settlement Class
17 Members sufficient information to enable them to make informed
18 decisions as to the Settlement Class, the right to object or opt out, and
19 the proposed Settlement and its terms. The Court finds that the
20 Settlement Class Notices clearly and concisely state in plain, easily
21 understood language, *inter alia*: (i) the nature of the Action; (ii) the
22 definition of the Settlement Class; (iii) the class claims and issues; (iv)
23 that a Settlement Class Member may enter an appearance through an
24 attorney if the member so desires; (v) that the Settlement Class Member
25 must submit a timely claim via a valid Claim Form to be eligible to
26 receive compensation under the Settlement; (vi) the time and manner for
27

1 submitting a Claim Form; (vii) that the Court will exclude from the
2 Settlement Class any member who timely and validly requests exclusion;
3 (viii) the time and manner for requesting exclusion; and (ix) the binding
4 effect of a class judgment on Settlement Class Members under Rule
5 23(c)(3). The Parties may make non-material changes to the proposed
6 Notice Plan, including the form and content of the Settlement Class
7 Notices, without seeking further approval of the Court.

8 13. The Court directs the Settlement Administrator and the
9 Parties to implement the Notice Plan as set forth in the Settlement
10 Agreement as soon as practicable after entry of this Preliminary
11 Approval Order.

12 14. All reasonable and necessary costs incurred by the Settlement
13 Administrator will be paid by Defendants consistent with the terms of
14 the Settlement Agreement, and specifically subject to the agreement that
15 Defendants shall pay all notice and settlement administration costs up
16 to \$500,000.

17 15. Defendants, with the assistance of the Settlement
18 Administrator, shall comply with the obligation to give notice under the
19 Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1711, et seq. consistent
20 with the terms of the Settlement Agreement, and specifically subject to
21 the agreement that Defendants shall pay all notice and settlement
22 administration costs up to \$500,000.

23 16. In connection with the Motion for Final Approval, the
24 Settlement Administrator shall supply to Settlement Class Counsel a
25 declaration to be filed with the Court that (i) identifies those persons who
26
27

1 have timely and validly opted out of the Settlement Class, and (ii) details
2 the scope, method, and results of the Notice Plan.

3 **Opt-Out and Objection Procedures**

4 17. Settlement Class Members may exclude themselves from the
5 Settlement Class by personally signing (electronic signatures, including
6 DocuSign, are invalid and will not be considered personal signatures) and
7 sending a written request to opt out stating “I wish to exclude myself
8 from the Settlement Class in *Munoz, et al. v. PHH Corp., et al.*, No. 1:08-
9 cv-00759-MMB-BAM (E.D. Cal.)” (or substantially similar clear and
10 unambiguous language) to the Settlement Administrator that is
11 postmarked or emailed to the address provided in the Settlement Class
12 Notices or on the Settlement Website no later than the Opt-Out Deadline.
13 The Settlement Class Member who wishes to opt out must either (i) mail
14 the signed written request to the mailing address for the Settlement
15 Administrator; or (ii) e-mail a complete and legible scanned copy or
16 photograph of the signed written request to the e-mail address for the
17 Settlement Administrator. For the opt-out to be valid, that written
18 request must include all information specified in the Settlement Class
19 Notices, including (a) name and address of the potential Settlement Class
20 Member requesting exclusion; (b) loan number and address of the
21 property bringing the Settlement Class Member within the scope of the
22 Settlement Class; (c) personal signature by the potential Settlement
23 Class Member requesting exclusion; and (d) statement that reasonably
24 indicates a desire to be excluded from the Settlement Class. Settlement
25 Class Members may opt out of the Settlement Class only on an individual
26 basis; so-called “mass” or “class” opt-outs shall not be allowed and shall
27

1 be of no force or effect. Any potential member of the Settlement Class
2 who properly opts out of the Settlement Class shall: (a) not be bound by
3 any orders or judgments relating to the Settlement; (b) not be entitled to
4 relief under, or be affected by, the Settlement Agreement; (c) not gain any
5 rights by virtue of the Settlement Agreement; and (d) not be entitled to
6 object to any aspect of the Settlement.

7 18. The Settlement Administrator will provide copies of all opt-
8 out requests to Settlement Class Counsel and Defendants' Counsel
9 within ten (10) days of the receipt of each such request. The Settlement
10 Administrator and the Settling Parties shall promptly after receipt
11 provide copies of any requests for exclusion, objections and/or related
12 correspondence to each other.

13 19. Upon the Settlement Administrator's receipt of a timely and
14 valid exclusion request, the Settlement Class Member shall be deemed
15 excluded from the Settlement Class. With respect to any loans with co-
16 borrowers that may be subject to this Settlement, in the case that one co-
17 borrower opts-outs and the other submits a valid, timely Claim Form, the
18 co-borrower that submitted such Claim will be entitled to receive the full
19 Settlement Relief.

20 20. Any Settlement Class Member who has not submitted a
21 written request to opt out as set forth herein may present written
22 objections, if any, explaining why he or she believes the Settlement or
23 any part thereof including Settlement Class Counsel's request for
24 attorneys' fees and expenses and awards to Settlement Class
25 Representatives should not be approved by the Court as fair, reasonable,
26 and adequate.

21. To be considered valid, an objection must be in writing, must be delivered to Settlement Class Counsel and to Defendants' Counsel and filed with the Court, must be postmarked or filed no later than 90 days after entry of this Preliminary Approval Order (the "Objection Deadline"), and must include the following: (a) a detailed statement of the Settlement Class Member's objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority the Settlement Class Member wishes to bring to the Court's attention; (b) the Settlement Class Member's full name, current address, and telephone number, (c) the loan number and address of the property bringing the Settlement Class Member within the scope of the Settlement Class; (d) state that the Settlement Class Member objects to the Settlement, in whole or in part; (e) state whether the objection applies only to the objector or to the entire Settlement Class; (f) state whether the Settlement Class Member intends to appear at the Final Approval Hearing; and (g) state whether the Settlement Class Member will be represented by separate counsel.

22. A Settlement Class Member may object on his or her own behalf or through a lawyer hired at that Settlement Class Member's own expense, provided the Settlement Class Member has not submitted a written request to opt out, as set forth in the Settlement Agreement. Settlement Class Members objecting through counsel must include in their written statement of objection(s) the items set forth in the previous section and: the number of times the objecting Settlement Class Member has objected to a class action settlement within the five years preceding the date of the objection, the caption of each case in which the objecting

1 Settlement Class Member has made such objection, and a statement of
2 the nature of the objection. Lawyers asserting objections on behalf of
3 Settlement Class Members must: (1) file a notice of appearance with the
4 Court by the Objection Deadline, or as the Court otherwise may direct;
5 (2) file a sworn declaration attesting to his or her representation of each
6 Settlement Class Member on whose behalf the objection is being filed or
7 file (in camera) a copy of the contract between that lawyer and each such
8 Settlement Class Member, and specify the number of times during the
9 prior five-year period that the lawyer or their law firm has objected to a
10 class action settlement; (3) disclose any agreement, formal or informal,
11 with other attorneys or law firms regarding the objection; and (4) comply
12 with the procedures described in this Order and the Settlement
13 Agreement.

14 23. Settlement Class Counsel or Defendants' Counsel may notice
15 the deposition of an objecting Settlement Class Member and/or seek the
16 production of documents and tangible things relevant to the objections
17 on an expedited basis, including agreements (formal or informal) between
18 the objector's counsel and other attorneys related to the objection. Any
19 objections to the scope of a deposition notice or a request to produce
20 documents or other tangible things issued or served in connection with
21 this provision shall be brought before the Court for resolution on an
22 expedited basis.

23 24. Unless the Court directs otherwise, any Settlement Class
24 Member who fails to comply with the provisions of this Order and the
25 terms of the Settlement Agreement will waive and forfeit any and all
26 rights he, she, or it may have to object to the Settlement Agreement
27

1 and/or to appear and be heard on said objection at the Final Approval
2 Hearing. Failure to object waives a Settlement Class Member's right to
3 appeal the Final Approval Order.

4 25. Not more than seventy-five days after entry of the
5 Preliminary Approval Order, Settlement Class Counsel shall file a
6 motion or motions for Final Approval of the Settlement and for Attorney's
7 Fees and Costs for work performed in connection with the Action.

8 **Final Approval Hearing**

9 26. The Court will hold a Final Approval Hearing on _____
10 (130 days after entry of this Preliminary Approval Order) in the United
11 States District Court for the Eastern District of California, Robert T.
12 Matsui United States Courthouse, Courtroom Room 10, 13th floor. The
13 purpose of the Final Approval Hearing will be to determine whether to
14 finally approve the Settlement Agreement as fair, reasonable, and
15 adequate pursuant to Rule 23(e). If the Court subsequently determines
16 that the Final Approval Hearing should not occur in-person but rather
17 through remote means, the Court will issue a subsequent order.

18 27. Any Settlement Class Member who wishes to appear at the
19 Final Approval Hearing, whether *pro se* or through counsel, must file a
20 Notice of Appearance in this case, take all other actions or make any
21 additional filings as may be required as set forth in the Settlement Class
22 Notices or as otherwise ordered by the Court, and serve the Notice of
23 Appearance and Notice of Intention to Appear upon Settlement Class
24 Counsel and Defendants' Counsel by the Objection Deadline, if the Court
25 does not set another date. The Notice of Intention to Appear must include
26 the Settlement Class Member's full name, address, and telephone
27

1 number, as well as copies of any papers, exhibits, or other evidence that
2 the objecting Settlement Class Member will present to the Court at the
3 Final Approval Hearing. Any Settlement Class Member who does not file
4 a Notice of Intention to Appear in accordance with the deadlines and
5 other specifications set forth in the Settlement Agreement and
6 Settlement Class Notices shall not be entitled to appear at the Final
7 Approval Hearing or raise any objections.

8 28. Defendants' Counsel and Settlement Class Counsel shall
9 serve on each other and on all other parties who have filed notices of
10 appearance, at or before the Final Approval Hearing, any further
11 documents in support of the proposed Settlement, including responses to
12 any papers filed by Settlement Class Members. Defendants' Counsel and
13 Settlement Class Counsel shall promptly furnish to each other any and
14 all objections or written requests for exclusion that may come into their
15 possession and shall file such objections or requests for exclusion with
16 the Court on or before the date of the Final Approval Hearing.

17 29. The Court may, in its discretion, modify the date, time, and/or
18 location of the Final Approval Hearing without further written notice to
19 the Settlement Class. In the event the Court changes the date, time,
20 and/or location of the Final Approval Hearing, the new date and time
21 shall be posted on the Settlement Website.

22 30. If the Court for any reason does not enter the proposed Final
23 Approval Order or Judgment, or if the terms set forth in either (with the
24 exception of any provision relating to the Settlement Class Counsel
25 Attorneys' Fees and Costs) are materially modified, reversed, or set aside
26 on further judicial review, or if for any other reason the Settlement does
27

1 not become final, or if the Court or a reviewing court takes any action to
2 expand, impair, or reduce the scope or effectiveness of the Releases set
3 forth in Section III of the Settlement Agreement or to impose greater
4 financial or other burdens on Defendants than those contemplated in the
5 Settlement Agreement, then either Party shall have the option of
6 terminating the Settlement Agreement. The parties shall also have the
7 right to terminate the Settlement Agreement if the number of timely and
8 valid opt-outs exceeds the threshold set forth in Section C of the
9 Settlement Agreement.

10 31. Other than such proceedings as may be necessary to carry out
11 the terms and conditions of the Settlement Agreement, all proceedings in
12 the Action are hereby stayed and suspended until further order of this
13 Court.

14 32. This Preliminary Approval Order, the Settlement Agreement,
15 and all negotiations, statements, agreements, and proceedings relating
16 to the Settlement, and any matters arising in connection with settlement
17 negotiations, proceedings, or agreements, shall not constitute, be
18 described as, construed as, offered, or received against Defendants or the
19 other Released Persons as evidence or an admission of: (a) the truth of
20 any fact alleged by any Plaintiff in the Action; (b) any liability,
21 negligence, fault, or wrongdoing of Defendants or the Released Persons;
22 or (c) that this or any other action was properly certified as a class action
23 for litigation, non-settlement purposes.

24 33. The Parties are directed to take all necessary and appropriate
25 steps to establish the means necessary to implement the Settlement
26 Agreement according to its terms should it be finally approved.

27

34. The Court may, for good cause, extend any of the deadlines set forth in this Preliminary Approval Order without further written notice to Settlement Class Members. Without further order of the Court, the Parties may agree to make non-material modifications in implementing the Settlement that are not inconsistent with this Preliminary Approval Order.

35. The following chart summarizes the dates and deadlines set by this Preliminary Approval Order:

Date	Event
	Entry of Preliminary Approval Order
As soon as practicable but no later than 30 days after entry of Preliminary Approval Order	Notice Plan begins
60 days after entry of Preliminary Approval Order	Substantial Completion of Direct Notice Component of Notice Plan
75 days after entry of Preliminary Approval Order	Motion for Final Approval
75 days after entry of Preliminary Approval Order	Motions for Attorneys' Fees and Expenses and Awards to Settlement Class Representatives
90 days after entry of Preliminary Approval Order	Objection and Opt-Out Deadline
110 days after entry of Preliminary Approval Order	Reply Memoranda in Support of Final Approval and Fee/Expense Motion(s)
130 days after entry of Preliminary Approval Order	Final Approval Hearing
12 months after entry of Preliminary Approval Order	Claim Form Submission Deadline

36. This Order shall be of no force and effect if the Settlement does not become Final. This Order shall not be offered by any person as

1 evidence in any action or proceeding against any Party hereto in any
2 court, administrative agency, or other tribunal for any purpose
3 whatsoever, other than to enforce or otherwise effectuate the Settlement
4 Agreement (or any agreement or order relating thereto), including the
5 Releases, or this Order. Neither shall this Order be offered by any person
6 or received against any of the Released Persons as evidence or construed
7 as or deemed to be evidence of any presumption, concession, or admission
8 by any of the Released Persons of:

9 a. the truth of the facts alleged by any person or the
10 validity of any claim that has been or could have been asserted in
11 this Action or in any litigation, or other judicial or administrative
12 proceeding, or the deficiency of any defense that has been or could
13 have been asserted in this Action or in any litigation, or of any
14 liability, negligence, fault or wrongdoing of any of the Released
15 Persons;

16 b. any fault, misrepresentation, or omission with respect
17 to any statement or written document approved or made by any of
18 the Released Persons or any other wrongdoing by any of the
19 Released Persons; or

20 c. any liability, negligence, fault, or wrongdoing in any
21 civil, criminal, or administrative action or proceeding by any of the
22 Released Persons.

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

1 **IT IS SO ORDERED.**

2

3 Dated: _____, 2025

By: _____
Honorable M. Miller Baker²

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26 _____
27 ² Judge of the United States Court of International Trade, sitting by
designation.

EXHIBIT B

If you obtained a residential mortgage loan originated and/or acquired by PHH and/or its affiliates from January 1, 2007 through December 31, 2009 and, in connection with that loan, purchased private mortgage insurance that was included within PHH's captive mortgage reinsurance agreements, or if you are the successor, heir and/or assignee of such persons

You May Receive \$875 From a Class Action Settlement

Learn more and file a claim at:

xxx.com

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

Para una notificación en español, visite www.xxx.com o llame 1-XXX-XXX-XXXX.

USE THIS NUMBER TO FILE A CLAIM

YOUR UNIQUE ID:

[Unique ID]

Dear [Class Member Name]:

You may be affected by a class action settlement pending in the Eastern District of California entitled *Munoz, et al. v. PHH Corp., et. al.*, Case No. 1:08-cv-00759-AWI-BAM, E.D.Cal. (the "Action").

What is the lawsuit about?

Efrain Munoz, Leona Lovette, Stephanie Melani, John Hoffman, and Daniel Maga, II (collectively "Plaintiffs" or "Class Representatives") allege that PHH Corp., PHH Mortgage Corp., PHH Home Loans, LCC, and Atrium Insurance Corp. (collectively "Defendants") violated the law which prohibits the payment of kickbacks in connection with mortgage settlement services. As a result of this conduct, Plaintiffs allege the Settlement Class overpaid for mortgage insurance. Defendants have denied any wrongdoing. The Court hasn't decided who is right. Instead, the parties agreed to a settlement to avoid more litigation.

Am I included in the Settlement?

You are a Settlement Class Member if **all** these statements are true:

- You obtained a residential mortgage loan that originated and/or was acquired by PHH and/or its affiliates from January 1, 2007 through December 31, 2009;
- In connection with that loan, you purchased private mortgage insurance; and
- Your loan was included within PHH's captive mortgage reinsurance agreements.

You are also a Settlement Class Member if you are a successor, heir and/or assign to a Settlement Class Member.

For more details about who is eligible visit xxxx.com.

What can I get from the Settlement?

If the Settlement is approved, Settlement Class Members who file a valid and complete claim by **Month x, 2026** may get **\$875 per loan**. Co-borrowers who are entitled to payment based upon the same PHH loan will only get one payment from the Settlement, issued jointly to all such co-borrowers. For more details, visit xxxx.com.

Defendants have also agreed not to object to a request that the Court award Settlement Class Counsel litigation expenses up to \$2,100,000 and attorneys' fees up to \$9,031,000, as well as Settlement administration costs of up to \$500,000, and payments of up to \$5,000 to each of the Class Representatives. The payment of these fees and expenses has no impact on the amounts Settlement Class Members will get.

How do I request a payment?

To get a payment, eligible Settlement Class Members must submit a claim online at xxxx.com or by mail to *Munoz, et al. v PHH Corp., et al.*, c/o JND Legal Administration, P.O. Box xxxx, Seattle, WA 98111. A printed claim form is available at xxxx.com or by calling 1-xxx-xxx-xxxx. Claim Forms must be submitted online or postmarked no later than **Month x, 2026**.

FILE A CLAIM

If you are an eligible Settlement Class Member and you do not submit a valid Claim Form, you will not get a payment, but you will still be bound by the Settlement.

What are my other options?

Exclude yourself (opt out): If you exclude yourself, you are no longer a Settlement Class Member. You will keep your right to sue Defendants on your own for the claims being resolved by the Settlement, **provided you obtained your loan on or after June 2, 2007**. You will not get any money from the Settlement. Settlement Class Counsel will no longer represent you.

To unsubscribe from this list, please click on the following link: [Unsubscribe](#)

Exclusions must be emailed or postmarked no later than **Month x, 2025**.

Object: If you don't exclude yourself from the Settlement Class, you can tell the Court what you don't like about the Settlement. You will still be bound by the Settlement and you may still file a claim.

Objections must be filed or postmarked no later than **Month x, 2025**.

For details on how to exclude yourself or object, go to xxxx.com.

The Final Approval Hearing

The Court will hold a Final Approval Hearing on **Month x, 2025**, at **__:__ .m.** At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also decide whether to approve attorneys' fees, legal expenses, administrative costs, and service award payments. If there are objections, the Court will consider them. The Court can't alter the terms of the Settlement. If the Court denies approval, no Settlement payments will be sent.

If you wish, you may ask to appear at the Final Approval Hearing, on your own behalf or through your counsel. Go to xxxx.com to learn more. The Court has appointed the law firms of Kessler Topaz Meltzer & Check, LLP and Larson LLP as Settlement Class Counsel to represent you and the other Settlement Class Members.

The date and time of the hearing may change. Check xxxx.com for updates.

Please Do Not Contact The Court Regarding This Notice

Questions?



Visit xxxx.com



email info@xxxx.com



Call 1-[xxx-xxx-xxxx](tel:1-xxx-xxx-xxxx)



Write *Munoz, et al. v PHH Corp., et al.*, c/o JND Legal Administration, P.O. **Box xxxx**, Seattle, WA 98111



Court documents may also be examined and copied at any time during regular office hours at the office of the Clerk of the Court, United States District Court for the Eastern District of California, United States Courthouse, [\[redacted\]](#)

EXHIBIT C

CASE NO. 1:08-cv-00759-MMB-BAM

If you obtained a residential mortgage loan originated and/or acquired by PHH and/or its affiliates from January 1, 2007 through December 31, 2009 and, in connection with that loan, purchased private mortgage insurance that was included within PHH's captive mortgage reinsurance agreements, or if you are the successor, heir and/or assignee of such persons

You May Receive \$875 From a Class Action Settlement¹

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

Para una notificación en español, visite www.____.com o llame 1-8XX-XXX-XXXX.

USE THIS NUMBER TO FILE A CLAIM

YOUR UNIQUE ID:

[Unique ID]

- A settlement has been reached in the class action lawsuit pending in the Eastern District of California entitled *Munoz, et al. v. PHH Corp., et. al.*, Case No. 1:08-cv-00759-AWI-BAM (the "Action").
- Efrain Munoz, Leona Lovette, Stephanie Melani, John Hoffman, and Daniel Maga, II (collectively "Plaintiffs" or "Class Representatives") allege that PHH Corp., PHH Mortgage Corp., PHH Home Loans, LCC, and Atrium Insurance Corp. (collectively "Defendants") violated the law which prohibits the payment of kickbacks in connection with mortgage settlement services. Defendants have denied any wrongdoing. The Court hasn't decided who is right. Instead, the parties agreed to a settlement to avoid more litigation.
- You are receiving this Notice because Defendants' records indicate that you obtained a loan originated and/or acquired by PHH and/or its affiliates from January 1, 2007 through December 31, 2009 and, in connection with that loan, purchased private mortgage insurance that was included within PHH's captive mortgage reinsurance agreements and therefore, *you may be a member of the proposed Settlement Class*.
- Under the proposed Settlement, Defendants have agreed to pay **\$875 per loan** to Settlement Class Members who file a valid Claim Form, which is included with this Notice.
- Case updates will be provided on the Settlement Website www.____.com or by calling the toll-free hotline at 1-8XX-XXX-XXXX.
- If you are a Settlement Class Member, your legal rights will be affected whether you act or don't act. Please read this Notice carefully.

¹ Each loan obtained by a person meeting this class definition will be defined as a single "Settlement Class Member," regardless of the number of original obligors on such loan, and only one claim will be allowed per loan / Settlement Class Member.

A Summary of Your Rights and Choices:*Please Read This Notice Carefully-Your Legal Rights Are Affected Even If You Do Not Act*

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT		
File a Claim	This is the only way to get money from the Settlement. <i>See</i> Question 9 below.	_____, 2026
Exclude yourself from the Settlement Class	You will get no money, but you will keep your rights to sue Defendants about the claims alleged in this case. <i>See</i> Question 14 below.	_____, 2025
Object to the Settlement	Write to the Court explaining why you don't like the Settlement. <i>See</i> Question 16 below.	_____, 2025
Go to the Final Approval Hearing	Ask to speak in Court about the Settlement. <i>See</i> Question 23 below.	_____, 2025
Do Nothing	You won't get money from the Settlement and you will give up your rights to sue Defendants about the claims alleged in this case. <i>See</i> Question 11 below.	

- These rights and options – **and the deadlines to exercise them** – are explained in more detail in this Notice. The deadlines may be moved, canceled, or otherwise modified, so please check the Settlement Website, www._____.com, regularly for updates and further details.
- The Court still has to decide whether to approve the proposed Settlement. Payments to Settlement Class Members will be made: (1) if the Court finally approves the Settlement; and (2) **ONLY AFTER** entry of judgment by the Court and any appeal has been fully and finally resolved. We don't know if there will be any appeals or how long any appeal would take. Please be patient.

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BASIC INFORMATION**1. Why did I get this Notice?**

A Court authorized this Notice to inform Settlement Class Members about this class action and the proposed Settlement, and about all of their rights and options before the Court decides whether to approve the Settlement. This Notice explains the lawsuit, the Settlement and what benefits are available under the Settlement, and Settlement Class Members' legal rights.

2. What is a class action?

In a class action, one or more people called plaintiffs or class representatives 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 at the same time, except for those who exclude themselves from the class.

3. What is this lawsuit about?

Class Representatives, who, like you, obtained residential mortgage loans from Defendants and are members of the Settlement Class (defined below), allege that Defendants violated Section 8 of the RESPA statute. In particular, they allege that PHH required certain borrowers to pay premiums, in connection with their mortgage loan payments, for private mortgage insurance. The mortgage insurers who received those payments then entered into reinsurance agreements with PHH's affiliate, Atrium, whereby Atrium was to assume some of the risk on the loan in exchange for a portion of the premiums paid by the borrowers to the mortgage insurers.

Plaintiffs allege that Atrium assumed either no real or an insufficient amount of the risk of those mortgages. Thus, the reinsurance arrangements were merely kickbacks to PHH (and Atrium) in exchange for the referral of business to the mortgage insurers. As a result of this conduct, Plaintiffs allege the Settlement Class overpaid for mortgage insurance.

Defendants deny these allegations and argue that the reinsurance agreements were appropriate and standard reinsurance involving meaningful transfer of risk. Defendants have given numerous defenses to the claims made in this Action, including that the Settlement Class of borrowers did not overpay for mortgage insurance.

The Court has not formed an opinion on certain core elements of Plaintiffs' claims that would impact the ultimate outcome of the case.

WHO IS IN THE SETTLEMENT?**4. How do I know if I am a member of the Settlement Class?**

You are a Settlement Class Member if you fit the definition below:

All persons who obtained residential mortgage loans originated and/or acquired by PHH and/or its affiliates from January 1, 2007 through December 31, 2009, and, in connection therewith, purchased private mortgage insurance and whose loans were included within PHH's captive mortgage reinsurance agreements, including the successors, heirs and/or assigns of such persons.²

Excluded from the Settlement Class are: (a) Defendants' officers, directors, and employees; (b) Defendants' affiliates and affiliates' officers, directors, and employees; (c) the Released Persons (as defined below in Question 12); (d) all persons who have previously excluded themselves from the certified Class (Dkt. 230, 288, 314); and (e) any Settlement Class Member who timely and properly excludes themselves from the Settlement Class.

Please Note: If you are a Settlement Class Member and you wish to get a payment from the Settlement, you must submit a valid Claim Form postmarked (if mailed), or online via the website www.____.com, no later than _____, 2026.

² Each loan obtained by a person meeting this class definition will be defined as a single "Settlement Class Member," regardless of the number of original obligors on such loan, and only one claim will be allowed per loan / Settlement Class Member.

5. What if I am not sure if I am included in the Settlement Class?

If you are still not sure whether you are included in the Settlement Class, you can get more information at www._____.com, or by calling or writing the Settlement Administrator listed in Question 24.

THE BENEFITS OF THE SETTLEMENT

6. What does the Settlement provide?

Defendants have agreed to pay **\$875 per loan** to Settlement Class Members who file a valid Claim Form. Defendants have also agreed not to object to a request that the Court award Settlement Class Counsel litigation expenses up to \$2,100,000 and attorneys' fees up to \$9,031,000, as well as Settlement administration costs of up to \$500,000, and payments of up to \$5,000 to each of the Class Representatives (*See* Question 19). The payment of these fees and expenses has no impact on the amounts Settlement Class Members will get.

7. How much will my payment be?

A Settlement Class Member that files a valid Claim Form by _____ may get a payment of **\$875 per loan** (*See* Question 8 for information about loans with co-borrowers).

Defendants, Class Representatives, and their respective counsel make no representation concerning any potential tax consequences or tax reporting obligations that you may have by getting a payment from the Settlement. You should consult your own tax advisor(s) regarding tax reporting.

8. There is more than one borrower on my PHH Loan. Will each of us get a payment?

No. Settlement Class Members who are co-borrowers will only get one payment from the Settlement, issued jointly to all co-borrowers.

In the event there are multiple Settlement Class Members listed as co-borrowers and there are multiple addresses listed for those Settlement Class Members, the check will be mailed to the address associated with the co-borrower who files the Claim Form. In the case that more than one Claim Form is filed for one affected loan, the check will be mailed to the address associated with the co-borrower who files the *first* Claim Form for that loan.

Defendants, Defendants' Counsel, Class Representatives, and Settlement Class Counsel will have no liability to any co-borrower arising from any claim regarding the division of such funds among co-borrowers.

HOW TO GET A PAYMENT

9. What do I need to do to get a payment?

Eligible Settlement Class Members must complete and timely submit a valid Claim Form by mail to the address below or online at www._____.com. To submit by mail, complete and mail the Claim Form included in this Notice at **page 10** to:

Munoz, et al. v. PHH Corp., et al.
c/o JND Legal Administration
P.O. Box XXXXX
[]

If submitting your Claim Form by mail, it must be postmarked by _____, 2026. If you prefer, you may complete and submit a Claim Form online at www._____.com. If you submit a Claim Form online, you must submit it by _____, 2026.

The Claim Form is posted at www._____.com and can also be obtained from the Settlement Administrator by calling 1-8XX-XXX-XXXX or writing to the above address.

10. When will I get my payment?

Payments will be made to eligible Settlement Class Members who submit a valid Claim Form after the Court grants “final approval” to the Settlement and, if there are any appeals, after all appeals are resolved. If there are any appeals, resolving them can take time. Please be patient.

REMAINING IN THE SETTLEMENT CLASS**11. What happens if I do nothing?**

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

12. If I remain in the Settlement Class, what claims am I settling?

If the Settlement becomes final, you (as a “Settlement Class Releasor”) will be releasing Defendants and certain related persons and entities (the “Released Persons”) from all the claims identified in the Settlement Agreement (“the Released Claims”) in exchange for the Settlement payment. The Settlement Agreement, available at www._____.com, contains a provision titled, “III. Releases,” which you should read carefully. It defines the terms “Settlement Class Releasors,” “Released Persons” and “Released Claims” with specific descriptions, in accurate legal terminology.

In summary, the provision provides that upon entry of the Final Approval Order and Final Judgment in this Action, each Settlement Class Member who has not opted out of the Settlement, will be deemed to have fully and forever discharged Defendants, and any affiliated persons or entities, from any and all claims or liabilities, known or unknown, that were raised or could have been raised in this Action.

EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS (“OPTING OUT”)**13. What if I don’t want to be in the Settlement Class?**

If you decide to exclude yourself from the Settlement Class, you may be able to sue Defendants on your own for the claims being resolved by the Settlement **provided you obtained your loan on or after June 2, 2007**. However, you will not get any money from the Settlement, and Settlement Class Counsel will no longer represent you. If you want to get money from the Settlement, do not exclude yourself and file a Claim Form.

If you obtained your loan before June 2, 2007, you will not be able to sue Defendants on your own even if you exclude yourself from the Settlement Class because at the time the Complaint in this case was originally filed (June 2, 2008), the statute of limitations had run, barring claims arising out of conduct occurring before June 2, 2007. If you want to receive any recovery for the conduct at issue in the Complaint based upon a loan originating between January 1, 2007 and June 1, 2007, do not exclude yourself from the Settlement Class, and file a Claim Form.

14. How do I exclude myself from the Settlement Class?

To exclude yourself from the Settlement Class, send a written “Request for Exclusion” to the Settlement Administrator that it is postmarked or emailed by no later than _____, 2025. Your written request must include:

- Your full name, address, telephone number;
- Your loan number with address of the property for which the loan was attached;
- A statement that you want to exclude yourself from the Settlement Class;
- The case name and number: *Munoz, et al. v. PHH Corp., et. al., Case No. 1:08-cv-00759-AWI-BAM*, and
- Your personal signature. Electronic signatures, including DocuSign, are invalid and will not be considered personal signatures.

Requests to exclude yourself from the Settlement Class must be sent to the following address:

Munoz, et al. v. PHH Corp., et al.

c/o []

EXCLUSIONS

P.O. Box XXXXX

[]

You can also email a complete and legible scanned copy or photograph of the signed written request to info@.com.

You may not exclude Settlement Class Members other than yourself.

Class Representatives, through Settlement Class Counsel, and Defendants will have the right, but not the obligation, to terminate the Settlement in the event that the total number of timely and valid requests for exclusion from the Settlement Class exceeds a certain amount as negotiated by the Parties.

OBJECTING TO THE SETTLEMENT

15. May I object to the Settlement?

Yes. If you are a Settlement Class Member, and you have not requested to exclude yourself from the Settlement Class, you may object to any aspect of the Settlement, including the fairness of the Settlement, or Settlement Class Counsel's requests for attorneys' fees, expenses, and/or Class Representatives' incentive awards.

16. How do I object to the Settlement?

To object to the Settlement, you (or your lawyer if you have one) must file a written objection with the Court and send the objection to Settlement Class Counsel and Defendants' Counsel. Your objection must be postmarked and filed with the Court on or before , 2025. Your written objection should include any supporting materials, papers, or briefs that you want the Court to consider. Your written objection must include:

- A detailed statement of your objection(s), as well as the specific reasons, if any, for each such objection, including all evidence, argument, and legal authority you wish to bring to the Court's attention;
- Your full name, current address, and telephone number;
- The loan number and address of the property to which the loan was attached;
- A statement that you object to the Settlement, in whole or in part, and whether your objection applies only to you or to the entire Settlement Class, and whether you intend to appear at the Final Approval Hearing, and whether you will be represented by separate counsel; and
- This statement, followed by your signature: "I declare under penalty of perjury under the laws of the United States of America that [insert your name] is a member of the Settlement Class."

You must file your objection with the Court and mail copies to the addresses below no later than , 2025.

Court	Class Counsel	Defense Counsel
Clerk of the Court U.S. District Court Eastern District of California 4-200 Robert T. Matsui United States Courthouse 501 I Street Sacramento, CA 95814	Joseph H. Meltzer KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087 jmeltzer@ktmc.com	Richard Strassberg GOODWIN PROCTER LLP The New York Times Building 620 Eighth Avenue New York, NY 10018-1405 rstrassberg@goodwinlaw.com

Any lawyer representing a Settlement Class Member for the purpose of making objections must also file a Notice of Appearance with the Court and mail the Notice to Counsel (See Question 23).

17. What is the difference between objecting to the Settlement and excluding myself from the Settlement Class?

To object to the Settlement, you must remain a Settlement Class Member. An objection allows your views on the Settlement to be heard in Court. You will be bound by the terms and conditions of the Settlement if the Settlement is approved, even if the Court rules against your objection. If you objected to the Settlement but the Court approves the Settlement, as long as you have filed a valid Claim Form by [REDACTED], 2026, you may still get money from the Settlement.

When you exclude yourself or opt out of the Settlement Class, you are no longer a Settlement Class Member. You will not be bound by the Settlement. You lose the right to object to the Settlement and you will not get any payment from the Settlement. However, you keep your right to sue Defendants for the same claims in another lawsuit.

THE LAWYERS REPRESENTING YOU**18. Do I have a lawyer representing my interests in this class action?**

Yes. The Court has appointed lawyers to represent you and other Settlement Class Members. These lawyers are called Settlement Class Counsel. You do not have to pay for Settlement Class Counsel. They will ask the Court to approve an award for fees and expenses to be paid by Defendants. Defendants have agreed not to object to such requests (*See* Question 19).

The following attorneys and law firms are Settlement Class Counsel:

Settlement Class Counsel	
Joseph H. Meltzer Terence S. Ziegler Donna Siegel Moffa Lisa Lamb Port KESSLER TOPAZ MELTZER & CHECK, LLP 280 King of Prussia Road Radnor, PA 19087	Stephen G. Larson Paul A. Rigali Steven E. Bledsoe Catherine Owens LARSON LLP 555 South Flower Street, Suite 4400 Los Angeles, CA 90071

19. How will the lawyers be paid?

Settlement Class Counsel will ask the Court to approve an award of attorneys' fees up to \$9,031,00 and a reimbursement amount of up to \$2,100,00 for the costs and expenses incurred in litigating the case. Defendants have agreed not to object to these requests which will be paid separate and apart from the \$875 per loan that they have agreed to pay to Settlement Class Members who file a valid Claim Form.

Settlement Class Counsel will also request awards of up to \$5,000 be paid to each of the Class Representatives who worked with Settlement Class Counsel on behalf of the entire Settlement Class including participating in discovery and preparing to participate at trial. Like the fees and expenses, Defendants have agreed not to object to these payments and to pay them without regard to or impact upon the \$875 per loan to be paid to Settlement Class Members that file a valid Claim Form.

20. Should I get my own lawyer?

You do not need to hire your own lawyer, but if you hire a lawyer to speak for you or appear in Court, your lawyer must file a Notice of Appearance (*See* Question 23). If you hire your own lawyer, you will have to pay for that lawyer at your own expense.

THE FINAL APPROVAL HEARING**21. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing on _____, 2025, at XX:00 a.m./p.m., at the United States District Court for the Eastern District of California, United States Courthouse, _____, Courtroom _____, California XXXXX. The Court may reschedule the Final Approval Hearing without further written notice, so you should check the Settlement website or call 1-8XX-XXX-XXXX if you want to find out if the Final Approval Hearing has been rescheduled.

The purpose of the Final Approval Hearing is to:

- Decide if the Settlement is fair, reasonable, adequate and in the best interests of the Settlement Class, if it should be approved, and if a judgment should be entered;
- Consider Settlement Class Counsel's requests for an award of attorneys' fees and reimbursement of expenses;
- Consider the request for incentive awards for the Settlement Class Representatives;
- Consider all objections; and
- Consider any other issues that the Court thinks are necessary.

22. Must I attend the Final Approval Hearing?

No. Attendance is not required. Settlement Class Counsel are prepared to answer questions on your behalf. Settlement Class Members who filed and served written objections may (but do not have to) appear at the Final Approval Hearing, in person or through an attorney hired at their own expense.

23. Can I attend the Final Approval Hearing?

Yes, anyone can attend the Final Approval Hearing and watch. If you want to appear at the Final Approval Hearing and object, in person or through an attorney hired at your own expense, you need to file the Notice of Intent to Appear with the Court, as well as mail the Notice of Intent to Appear to the addresses listed in Question 16 so that it is received by _____, 2025. The Notice of Intent to Appear must contain the following information:

- The full name, address, and telephone number of the Settlement Class Member and, if applicable, the name, address, and telephone number of the Settlement Class Member's attorney (who must file a Notice of Appearance);
- The objection, including any supporting papers; and
- The name and address of any witnesses to be presented at the Final Approval Hearing, together with a statement as to the matters on which they wish to testify and a summary of the proposed testimony.

GETTING MORE INFORMATION**24. Where do I get more information?**

This Notice only summarizes the Settlement. You can get a copy of the Settlement Agreement and other important documents at www._____.com. You may also write to *Munoz, et al. v. PHH Corp., et al.*, c/o [] P.O. Box XXXXX [] or call the Settlement Administrator at 1-8XX-XXX-XXXX.

Complete copies of public pleadings, Court rulings, and other filings are available for review and copying at the Clerk's office. The address is United States District Court for the Eastern District of California, United States Courthouse, _____, _____, California XXXXX.

Please do not contact the Court or the Judge regarding this Notice.

DATED: _____

BY ORDER OF THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

PHH SETTLEMENT CLAIM FORM

Please complete each section of this Claim Form.

Once completed, you may either mail the Claim Form to *Munoz, et al. v. PHH Corp., et al.* c/o JND Legal Administration [settlement administrator address] or email a scanned copy to [redacted].

You may also complete this Claim Form electronically at [redacted].

In order to be eligible to receive a payment, this Claim Form must be submitted or postmarked (if mailed) by [redacted], 2026.

SECTION I: CONTACT INFORMATION		
Unique ID contained in the Notice you received (if you did not receive a Unique ID, write "unavailable"):		
First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	
SECTION II: PHH LOAN INFORMATION		
(1) ADDRESS OF PROPERTY FOR WHICH YOU OBTAINED A RESIDENTIAL MORTGAGE LOAN ORIGINATED OR ACQUIRED BY PHH OR ITS AFFILIATES	(1) _____ _____	
(2) PHH LOAN NUMBER, IF KNOWN	(2) _____	
(3) NAME OF CO-BORROWERS, IF ANY	(3) _____	

SECTION III: AFFIRMATION

I hereby affirm each of the following:

- I am/was a borrower on a residential mortgage loan originated and/or acquired by PHH and/or its affiliates from January 1, 2007 to December 31, 2009, for the property identified in Section II above.
- To the best of my memory, in connection with the loan, I paid some amount for private mortgage insurance.
- I am not an officer, director, or employee of PHH and/or its affiliates.
- I have not previously excluded myself from the certified class in this Action, and I have not and do not intend to exclude myself from the Settlement Class.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature

Date

Munoz et al. v. PHH Corp.

c/o []

P.O. Box XXXXX

CITY, STATE XXXXX

Case 1:08-cv-00759-MMB-BAM

Document 614-2

Filed 07/31/25

Page 72 of 76

PRESORTED

FIRST-CLASS MAIL

U.S. POSTAGE PAID

_____, ____
PERMIT NO. ____

COURT-APPROVED NOTICE REGARDING

MUNOZ, ET AL V. PHH CORP., ET AL

DATED MATERIAL – OPEN IMMEDIATELY

EXHIBIT D

PHH SETTLEMENT CLAIM FORM

Please complete each section of this Claim Form.

Once completed, you may either mail the Claim Form to *Munoz, et al. v. PHH Corp., et al.* c/o JND Legal Administration [settlement administrator address] or email a scanned copy to [redacted].

You may also complete this Claim Form electronically at [redacted].

In order to be eligible to receive a payment, this Claim Form must be submitted or postmarked (if mailed) by [redacted], 2026.

SECTION I: CONTACT INFORMATION		
Unique ID contained in the Notice you received (if you did not receive a Unique ID, write "unavailable"):		
First Name	Last Name	
Street Address		
City	State	Zip Code
Email Address	Phone Number	
SECTION II: PHH LOAN INFORMATION		
(1) ADDRESS OF PROPERTY FOR WHICH YOU OBTAINED A RESIDENTIAL MORTGAGE LOAN ORIGINATED OR ACQUIRED BY PHH OR ITS AFFILIATES	(1) _____ _____	
(2) PHH LOAN NUMBER, IF KNOWN	(2) _____	
(3) NAME OF CO-BORROWERS, IF ANY	(3) _____	

SECTION III: AFFIRMATION

I hereby affirm each of the following:

- I am/was a borrower on a residential mortgage loan originated and/or acquired by PHH and/or its affiliates from January 1, 2007 to December 31, 2009, for the property identified in Section II above.
- To the best of my memory, in connection with the loan, I paid some amount for private mortgage insurance.
- I am not an officer, director, or employee of PHH and/or its affiliates.
- I have not previously excluded myself from the certified class in this Action, and I have not and do not intend to exclude myself from the Settlement Class.
- The information provided in this Claim Form is true and correct to the best of my knowledge.

Signature

Date

Munoz et al. v. PHH Corp.

c/o []

P.O. Box XXXXX

CITY, STATE XXXXX

Case 1:08-cv-00759-MMB-BAM

Document 614-2

Filed 07/31/25

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PRESORTED

FIRST-CLASS MAIL

U.S. POSTAGE PAID

PERMIT NO. _____

COURT-APPROVED NOTICE REGARDING

MUNOZ, ET AL V. PHH CORP., ET AL

DATED MATERIAL – OPEN IMMEDIATELY

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**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

**DECLARATION OF GINA INTREPIDO-
BOWDEN ON PROPOSED SETTLEMENT
NOTICE PLAN**

1 I, Gina Intrepido-Bowden, hereby declare and state as follows:

2 1. I am a Vice President at JND Legal Administration LLC (“JND”). I am a judicially
3 recognized legal notice expert with more than 20 years of legal experience designing and implementing
4 class action legal notice programs. I have been involved in many of the largest and most complex class
5 action notice programs, including all aspects of notice dissemination. A comprehensive description of my
6 experience is attached as **Exhibit A**.

7 2. I submit this Declaration based on my personal knowledge and information provided to me
8 by the Parties and experienced JND employees to describe the Notice Plan and address why it is
9 consistent with other class notice plans that courts have determined satisfy the requirements of Rule 23 of
10 the Federal Rules of Civil Procedure (“Rule 23”), the Due Process Clause of the United States
11 Constitution, and any other applicable statute, law or rule, as well as the Federal Judicial Center (“FJC”)
12 guidelines for best practicable due process notice.

13 **BACKGROUND AND EXPERIENCE**

14 3. JND is a leading legal administration services provider with offices throughout the
15 United States and its headquarters in Seattle, Washington. JND has extensive experience with all
16 aspects of legal administration and has administered hundreds of class action matters. JND’s class action
17 division provides all services necessary for the effective implementation of class actions including:
18 (1) all facets of legal notice, such as outbound mailing, email notification, and the design and
19 implementation of media programs; (2) website design and deployment, including on-line claim
20 filing capabilities; (3) call center and other contact support; (4) secure class member data
21 management; (5) paper and electronic claims processing; (6) calculation design and programming;
22 (7) payment disbursements through check, wire, PayPal, merchandise credits, and other means; (8)
23 qualified settlement fund tax reporting; (9) banking services and reporting; and (10) all other
24 functions related to the secure and accurate administration of class actions.

25 4. JND is an approved vendor for the United States Securities and Exchange Commission,
26 the Federal Trade Commission, and the Consumer Financial Protection Bureau. In addition, we have worked
27 with a number of other government agencies including the U.S. Equal Employment Opportunity
28 Commission, the Office of the Comptroller of the Currency, the Federal Deposit Insurance Corporation,

1 the Federal Communications Commission, the Department of Justice, and the Department of Labor. We
2 also have Master Services Agreements with various corporations and banks, which were only awarded
3 after JND underwent rigorous reviews of our systems, privacy policies, and procedures. JND has been
4 certified as SOC 2 Type 2 compliant by noted accounting firm Moss Adams.¹

5 5. JND has been recognized by various publications, including the *National Law Journal*, the
6 *Legal Times*, and the *New York Law Journal*, for excellence in class action administration. JND was
7 named the #1 Class Action Claims Administrator in the U.S. by the national legal community for
8 multiple consecutive years and we were inducted into the *National Law Journal* Hall of Fame for four
9 consecutive years. JND was also recognized last year as the Most Trusted Class Action Administration
10 Specialists in the Americas by *New World Report* (formerly *U.S. Business News*) in the publication's
11 2022 Legal Elite Awards program.

12 6. The principals of JND collectively have over 80 years of experience in class action
13 legal and administrative fields. JND has overseen claims processes for some of the largest legal claims
14 administration matters in the country's history and regularly prepares and implements court approved
15 notice and administration campaigns throughout the United States. JND was appointed the notice and
16 claims administrator in the \$2.67 billion Blue Cross Blue Shield antitrust settlement, in which we mailed
17 over 100 million postcard notices; sent hundreds of millions of email notices and reminders; placed
18 notice via print, television, radio, internet, and more; received and processed more than eight million
19 claims; and staffed the call center with more than 250 agents during the peak notice program. JND was
20 also appointed the settlement administrator in the \$1.3 billion Equifax Data Breach Settlement, one of the
21 largest class actions in terms of the 18 million claims received. Email notice was sent twice to over 140
22 million class members, the interactive website received more than 130 million hits, and the call center
23 was staffed with approximately 500 agents at the peak of call volume.

24 7. Other large JND matters include a voluntary remediation program in Canada on behalf of
25 over 30 million people; the \$1.5 billion Mercedes-Benz Emissions class action settlements, the \$120
26

27 ¹ As a SOC 2 Compliant organization, JND has passed an audit under AICPA criteria for providing data
28 security.

1 million GM Ignition class action settlement, where we sent notice to nearly 30 million class members and
2 processed over 1.5 million claims, the \$215 million USC Student Health Center Settlement on behalf of
3 women who were sexually abused by a doctor at USC, as well as hundreds of other matters, including the
4 recent National Association of Realtors (“Realtors”) settlements totaling over \$1 billion thus far.

5 8. As a member of JND’s Legal Notice Team, I research, design, develop, and
6 implement a wide array of legal notice programs to meet the requirements of Rule 23 and
7 relevant state court rules. In addition to providing notice directly to potential class members through
8 mail and email, our media campaigns, which are regularly approved by courts throughout the United
9 States, have used a variety of media including newspapers, press releases, magazines, trade journals,
10 radio, television, social media and the internet depending on the circumstances and allegations of the
11 case, the demographics of the class, and the habits of its members, as reported by various research and
12 analytics tools. Our notice programs are regularly approved by courts throughout the United States.
13 During my career, I have submitted declarations to courts throughout the country attesting to the
14 creation and launch of various notice programs.

15 **CLASS DEFINITION**

16 9. I have been asked by the Parties to assist in preparing a Notice Plan to reach members of
17 the Settlement Class and inform them about the proposed Settlement and their rights and options. The
18 Settlement Class includes all persons who obtained residential mortgage loans originated and/or acquired
19 by PHH and/or its affiliates from January 1, 2007 through December 31, 2009, and, in connection
20 therewith, purchased private mortgage insurance and whose loans were included within PHH’s captive
21 mortgage reinsurance agreements, including the successors, heirs and/or assigns of such persons.

22 10. Excluded from the Settlement Class are: (a) Defendants’ officers, directors, and
23 employees; (b) Defendants’ affiliates and affiliates’ officers, directors, and employees; (c) the Released
24 Persons (as defined in the Settlement Agreement); (d) all persons who have previously excluded
25 themselves from the certified class; and (e) any person otherwise in the Settlement Class who timely and
26 properly excludes themselves from the Settlement Class.

NOTICE PLAN OVERVIEW

11. The objective of proposed Notice Plan is to provide the best notice practicable, consistent with the methods and tools employed in other court-approved notice programs and to allow Settlement Class Members the opportunity to review a notice with the ability to easily take the next step and learn more about the proposed Settlement. The FJC's *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* considers a notice plan with a high reach (above 70%) effective.

12. The proposed Notice Plan consists of the following components:

A. CAFA Notice to appropriate state and federal officials;

B. Direct mail and email notice to all Settlement Class Members for whom contact information is provided;

C. Supplemental digital notice with a respected programmatic partner (OM Trade Desk or "OMTD"), the leading digital network (Google Display Network or "GDN"), and two popular social media platforms (Facebook and Instagram);

D. A reminder notice effort that would be disseminated just prior to the claims deadline to remind Settlement Class Members of the impending deadline;

E. The settlement website that will provide detailed information about the proposed Settlement, including a page with answers to frequently asked questions, contact information, key dates, links to important case documents including the Long Form Notice, the Claim Form, and the Settlement Agreement; and

F. The settlement toll-free number, post office box, and email address through which Settlement Class Members may obtain more information about the Settlement and request that the Long Form Notice and/or Claim Form be sent to them.

13. The direct notice effort alone is expected to reach the vast majority of Settlement Class Members. Based on my experience in developing and implementing class notice programs, I believe the proposed Notice Plan will provide the best notice practicable under the circumstances.

14. Each component of the proposed Notice Plan is described in more detail in the sections below.

CAFA NOTICE

15. JND will work with Counsel for Defendants to provide notice of the proposed Settlement under the Class Action Fairness Act (CAFA), 28 U.S.C. §1715(b), no later than 10 days after the proposed Settlement is filed with the Court. CAFA Notice will be mailed to the appropriate state and federal government officials.

DIRECT NOTICE

16. An adequate notice plan needs to satisfy “due process” when reaching a class. The United States Supreme Court, in *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156 (1974), stated that direct notice (when possible) is the preferred method for reaching a class. In addition, Rule 23(c)(2) provides that “the court must direct to class members the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The notice may be by one or more of the following: United States mail, electronic means, or other appropriate means.”

17. JND will mail the Long Form Notice and Claim Form to Settlement Class Members for whom a postal address is provided. JND will also send the Summary Notice formatted as an email notice to any Settlement Class Member for whom an email address is available.

18. **Class Data.** Upon receipt of Settlement Class Member data, JND will promptly load the information into a secure case-specific database for this matter. JND employs appropriate administrative, technical, and physical controls to protect confidential class member data and safeguard against the risk of loss, misuse, unauthorized access, disclosure, or modification of the data.

19. Once the data is loaded, JND will identify any undeliverable addresses or duplicate records. A unique identification number will be assigned to each Settlement Class Member to identify them throughout the settlement administration process. JND will also perform advanced level searches to update the email and postal addresses prior to disseminating notice.

1 20. **Mail Notice.** Prior to mailing notice, JND will also update the addresses through the
2 United States Postal Service (“USPS”) National Change of Address (“NCOA”) database.² JND will track
3 all notices returned undeliverable by the USPS and will promptly re-mail notices that are returned with a
4 forwarding address.

5 21. **Email Notice.** Prior to sending the email notice, JND will evaluate it for potential spam
6 language to improve deliverability. This process includes running the email through spam testing
7 software, DKIM³ for sender identification and authorization, and hostname evaluation.

8 22. To ensure readability of the email notice, our team will review and format the body
9 content into a structure that is applicable to all email platforms, allowing the email to pass easily to the
10 recipient. Before launching the email campaign, we will send a test email to multiple ISPs and open and
11 test the email on multiple devices (iPhones, Android phones, desktop computers, tablets, etc.) to ensure
12 the email opens as expected.

13 23. Additionally, JND will include an “unsubscribe” link at the bottom of the email to allow
14 Settlement Class Members to opt out of any additional email notices from JND. This step is essential to
15 maintain JND’s good reputation among the ISPs and reduce complaints relating to the email campaign.

16 24. Emails that are returned to JND are generally characterized as either “Hard Bounces” or
17 “Soft Bounces.” A Hard Bounce occurs when the ISP rejects the email due to a permanent reason such as
18 the email account is no longer active. A Soft Bounce occurs when the email is rejected for temporary
19 reasons, such as the recipient’s email address inbox is full.

20 25. When an email is returned due to a Soft Bounce, JND will attempt to resend the email
21 notice up to three additional times in order to secure higher deliverability. If the Soft Bounce email is
22 returned after the third resend, the email is considered undeliverable. Emails that result in a Hard Bounce
23 are also considered undeliverable.

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25
26 ² The NCOA database is the official USPS technology product which makes changes of address
information available to mailers to help reduce undeliverable mail pieces before mail enters the mail
stream.

27 ³ DomainKeys Identified Mail, or DKIM, is a technical standard that helps protect email senders and
28 recipients from spam, spoofing, and phishing.

SUPPLEMENTAL DIGITAL NOTICE

26. To supplement the direct notice effort, JND designed a 4-week digital campaign that will serve approximately 10 million impressions through OMTD, GDN, Facebook, and Instagram.⁴

27. The OMTD activity will target users who purchased a home, a home loan, a refinanced loan, or a second home loan during 2007-2009. The GDN impressions will target adults 35 years of age or older (Adults 35+) who are homeowners in-market for mortgage refinancing, home insurance, home equity loans, or mortgage insurance. The Facebook and Instagram effort will target Adults 35+ who are interested in home equity, home equity line of credit, home equity loan, lenders mortgage insurance, mortgage insurance, mortgage modification, or similar.

28. The digital ads will directly link Settlement Class Members to the settlement website where they can access more information about the proposed Settlement, as well as file an online claim.

REMINDER NOTICE

29. Prior to the claim filing deadline, JND may initiate a reminder notice effort to encourage Settlement Class Members who have yet to submit a claim to do so before the impending claim deadline. The reminder notice effort could include email and/or digital notice.

30. JND will monitor the settlement website traffic over the course of the campaign to determine which of the initial supplemental digital targeting techniques/platforms result in claims filed. This information can then be used to design a reminder digital effort.

31. In addition to the targeting used in the initial supplemental digital effort, “reminder” ads may also be served to individuals whose characteristics match that of those who have visited the settlement website and/or submitted an online claim (“look-alike targeting) and/or those who have already visited the settlement website but did not complete a claim submission (“retargeting”).

32. The notice message will remind potential Settlement Class Members of the approaching claims deadline.

⁴ Impressions or Exposures are the total number of opportunities to be exposed to a media vehicle or combination of media vehicles containing a notice. Impressions are a gross or cumulative number that may include the same person more than once. As a result, impressions can and often do exceed the population size.

SETTLEMENT WEBSITE

33. JND will develop and deploy an informational, interactive, case-specific settlement website, which will have an easy-to-navigate design and will be formatted to emphasize important information and deadlines. Available features will include a page with answers to frequently asked questions (“FAQs”), contact information for the Settlement Administrator, Settlement deadlines, and links to important case documents, including the Long Form Notice, Claim Form, and Settlement Agreement. The website will also include information on how potential Settlement Class Members can opt-out of or object to the Settlement, if they choose. The settlement website will be prominently displayed in printed notice documents and accessible through a hyperlink embedded in the digital notices.

34. The settlement website will feature an online Claim Form. JND will work with the Parties to design the online claims submission process to be streamlined and efficient for Settlement Class Members. Additionally, a Claim Form will be posted on the settlement website for download for Settlement Class Members who prefer to submit a Claim Form by mail.

35. The settlement website will be ADA-compliant and optimized for mobile visitors so that information loads quickly on mobile devices. It will be designed to maximize search engine optimization through Google and other search engines.

TOLL-FREE NUMBER, EMAIL ADDRESS, AND P.O. BOX

36. JND will establish and maintain a 24-hour, toll-free telephone line that Settlement Class Members may call to obtain information about the Settlement. During business hours, the call center may be staffed with operators who will be trained to answer questions about the Settlement using the approved answers to the FAQs referenced above.

37. JND will also establish a dedicated email address to receive and respond to Settlement Class Member inquiries. JND will generate email responses from scripted answers to FAQs, which will be approved by the Parties, and will also be used by our call center personnel for efficiency and to maintain uniformity of messaging.

38. JND will establish a post office box for this administration to receive Settlement Class Member correspondence, paper Claim Forms, and exclusion requests.

REACH

39. It is my understanding that the direct notice effort will reach a large majority of Settlement Class Members. The supplemental digital effort and any reminder notice efforts will further enhance notice exposure.

40. The anticipated reach is expected to meet that of other court approved programs and the 70% or above reach standard set forth by the FJC.⁵

CONCLUSION

41. In my opinion, the proposed Notice Plan provides the best notice practicable under the circumstances and is consistent with the requirements of Rule 23 and other similar court-approved notice programs. The Notice Plan is designed to provide Settlement Class Members with the opportunity to review the notice and easily take next steps to learn more about the proposed Settlement.

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

Executed on July 31, 2025, at Stone Harbor, NJ.



Gina Intrepido-Bowden

⁵ Federal Judicial Center, *Judges' Class Action Notice and Claims Process Checklist and Plain Language Guide* (2010), p. 3 states: "...the lynchpin in an objective determination of the adequacy of a proposed notice effort is whether all the notice efforts together will reach a high percentage of the class. It is reasonable to reach between 70–95%."

- EXHIBIT A -

GINA INTREPIDO-BOWDEN

VICE PRESIDENT



I.

INTRODUCTION

Gina Intrepido-Bowden is a Vice President at JND Legal Administration (“JND”). She is a court recognized legal notice expert who has been involved in the design and implementation of hundreds of legal notice programs reaching class members/claimants throughout the U.S., Canada, and the world, with plain language notices in over 35 languages. Some notable cases in which Gina has been involved include:

- *Brach Family Found. v. AXA Equitable Life Ins. Co.*, a \$307.5 million COI settlement
- *FTC v. Reckitt Benckiser Grp. PLC*, the \$50 million Suboxone branded drug antitrust settlement
- *In re Blue Cross Blue Shield Antitrust Litig.*, a \$2.67 billion antitrust settlement providing notice to class members via an extensive direct notice effort supplemented by a media campaign consisting of print, television, radio, internet, and more
- *In re Packaged Seafood Products Antitrust Litigation*, the \$152.2 million end purchaser settlements, involving two robust media programs, as well as the direct purchaser settlements, involving two extensive direct notice efforts
- *In re General Motors LLC Ignition Switch Litig.*, the \$120 million GM Ignition Switch economic settlement
- *In re Home Depot, Inc., Customer Data Sec. Breach Litig.*, a security breach impacting over 40 million consumers who made credit/debit card purchases in a Home Depot store
- *In re Residential Schools Litig.*, a complex Canadian class action incorporating a groundbreaking notice program to remote aboriginal persons qualified to receive benefits in the multi-billion-dollar settlement

- *In re Royal Ahold Sec. and "ERISA"*, a \$1.1 billion securities settlement involving a comprehensive international notice effort
- *In re Skelaxin (Metaxalone) Antitrust Litig.*, a prescription antitrust involving notice to both third party payor and consumer purchasers
- *In re TJX Cos., Inc. Retail Sec. Breach Litig.*, this \$200 million settlement impacted 45 million credit/debit cards in the U.S. and Canada making it the then-largest theft of consumer data
- *In re Trans Union Corp. Privacy Litig.*, a \$75 million data breach settlement involving persons with a credit history
- *Senne v. Office of the Comm'r of Baseball*, a \$185 million settlement providing compensation to nearly 25,000 minor league baseball players
- *The National Association of Realtors Settlements*, involving multiple antitrust settlements with various realtors totaling over \$1 billion thus far
- *Thompson v Metropolitan Life Ins. Co.*, a large race-based pricing settlement involving 25 million policyholders
- *USC Student Health Ctr. Settlement*, a \$215 million settlement providing compensation to women who were sexually assaulted, harassed and otherwise abused by Dr. George M. Tyndall
- *Williams v. Weyerhaeuser Co.*, a consumer fraud litigation involving exterior hardboard siding on homes and other structures

With more than 30 years of advertising research, planning and buying experience, Gina began her career working for one of New York's largest advertising agency media departments (BBDO), where she designed multi-million-dollar media campaigns for clients such as Gillette, GE, Dupont, and HBO. Since 2000, she has applied her media skills to the legal notification industry, working for several large legal notification firms. Gina is an accomplished author and speaker on class notice issues including effective reach, notice dissemination, as well as noticing trends and innovations. She earned a Bachelor of Arts in Advertising from Penn State University, graduating *summa cum laude*.

II.

JUDICIAL RECOGNITION

Courts have favorably recognized Ms. Intrepido-Bowden's work as outlined by the sampling of Judicial comments below:

1. Honorable Terrence G. Berg

Chapman v Gen. Motors, LLC, (May 6, 2025)

No. 19-CV-12333-TGB-DRG (E.D. Mich.):

The Settlement Claims Administrator, JND Legal Administration LLC ("JND"), also placed the Notice on the settlement website. The direct notice effort successfully delivered notice to 375,728 Class Members, or 96 percent of the known Class. The direct notice effort alone reached virtually all potential Class Members. The supplemental digital effort, internet search campaign, and press release further enhance that reach. Thus, notice has been given in an adequate and sufficient manner, constitutes the best notice practicable under the circumstances, and satisfies all requirements of Rule 23(e) and due process.

2. Honorable Joseph H. Rodriguez

Cohen v. Subaru Corp., (July 11, 2024)

No. 20-cv-8442-JHR-AMD (D.N.J.):

The Court appoints JND Legal Administration as the Settlement Administrator ("Settlement Administrator")...The notices and Notice Program satisfy all applicable requirements of law, including, but not limited to, Rule 23 and the constitutional requirement of due process.

3. Judge Stephen R. Bough

Burnett v. Nat'l Assoc. of Realtors - Partial Settlement with Nat'l Assoc. of Realtors, (November 27, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator...As directed by the Court, JND implemented the Class Notice Plan. Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication. As stated in that declaration, nearly 40 million direct notices were mailed or emailed to the Class. JND's digital notice effort delivered more than 300 million impressions. More than 500 news stories addressed the litigation and settlement, including full articles in outlets such as the ABC News, CBS News, NBC News, and the New York Times. The Court finds that the direct notice program was adequate and reached more than 99% of identified Settlement Class members.

4. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (November 22, 2024)
No. 15-md-02670 (S.D. Cal.):

The EPPs again retained JND, an experienced and well-respected claims administrator. The Court previously approved JND as Claims Administrator for the COSI Settlement and to disseminate the Class Notice...The Settlement Notice Plan, approved by the Court's Preliminary Approval Order, was robust and provided the Settlement Class Notice (in various forms) to Settlement Class Members...The digital and print efforts alone reached more than 70% of potential Settlement Class Members and further extended by Mail Notice.

5. Judge Stephen R. Bough

Gibson v. The Nat'l Assoc. of Realtors, (November 4, 2024)
No. 23-cv-00788-SRB (W.D. Miss.):

At preliminary approval, the Court appointed JND Legal Administration ("JND") as the Settlement Administrator. As directed by the Court, JND implemented the Class Notice Plan. Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...the direct notice program was extremely successful and reached more than 97% of identified Settlement Class members. Nearly 40 million direct notices were mailed or emailed to the Class. JND's digital effort alone delivered more than 300 million impressions, and its press release was picked up at least 495 times with a potential audience of 113 million. In addition to the formal class notice process, and beyond the paid press release, more than 470 news stories addressed the litigation and settlement, including full articles in outlets such as the New York Times, USA Today, and CNN...Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.

6. Honorable Philip S. Gutierrez

Grey Fox, LLC v. Plains All Am. Pipeline, L.P., (September 17, 2024)
No. 16-cv-03157-PSG-JEM (C.D. Cal.):

The Court finds that the Notice set forth in Article XI of the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements

of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

7. Honorable Joanna Seybert

Natale v. 9199-4467 Quebec Inc., (May 14, 2024)

21-cv-6775-JS-SIL (E.D.N.Y.):

The Court further finds that the method of dissemination of notice to the Settlement Class...satisfies Rule 23, due process, and constitutes the best notice practicable under the circumstances...The Court appoints JND Legal Administration as the Settlement Administrator.

8. Honorable Philip S. Gutierrez

Grey Fox, LLC v. Plains All Am. Pipeline, L.P., (May 1, 2024)

No. 16-cv-03157-PSG-JEM (C.D. Cal.):

The Court appoints JND Legal Administration as Settlement Administrator and directs it to carry out all duties and responsibilities of the Settlement Administrator as specified in the Settlement Agreement Section VI (B) and herein...The Court approves, as to form and content, the class notices attached as Exhibits C, D, and E to the Agreement and Exhibits B, C, and D to the Declaration of Gina Intrepido-Bowden In Support of Motion for Preliminary Approval of Class Action Settlement and Direction of Notice ("Intrepido-Bowden Declaration").

9. Honorable Daniel J. Calabretta

Weiner v. Ocwen Fin. Corp., (March 28, 2024)

No. 14-cv-02597-DJC-DB (E.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator...the Court finds that the proposed Notice program meets the requirements of due process under the U.S. Constitution and Rule 23; and that such Notice program, which includes direct notice to Settlement Class Members via e-mail and/or mail to the extent practicable, the establishment of a settlement website, the establishment of a toll-free telephone helpline, and the notice provided via internet search platforms and other online advertisements, is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

10. Judge Barbara J. Rothstein

Moore v Robinhood Fin. LLC, (February 13, 2024)

No. 21-cv-01571-BJR (W.D. Wash.):

The Court appoints JND Legal Administration as the Settlement Administrator...The Court finds this manner of giving notice fully satisfies the requirements of Fed. R. Civ.

P. 23 and due process, constitutes the best notice practicable under the circumstances, including its use of individual notice to all Settlement Class Members who can be identified with the available data and reasonable effort, and shall constitute due and sufficient notice to all persons entitled thereto.

11. Honorable Jon S. Tigar

Aberin v. Am. Honda Motor Co., Inc., (February 1, 2024)

No. 16-cv-04384-JST (N.D. Cal.):

The proposed Class Notice Program consists of (a) a mailed notice (“Class Notice,” attached as Exhibit 1 to Plaintiffs’ Preliminary Approval Motion), sent to the last known address of Settlement Class Members; (b) email follow-ups to each Settlement Class Member for whom email addresses are known; (c) a social-media component; (d) targeted notice based on search terms used by persons on Google; and (e) a website publication of the Settlement Agreement and Class Notice and other case-related documents at a public website with a domain name related to the action. With respect to such Class Notice Program, the Court finds that such Class Notice is fair and adequate. The Court further reaffirms its findings in support of the appointment of JND Legal Administration as Notice Administrator, ECF No. 326, and now appoints JND Legal Administration to serve as Settlement Notice Administrator.

12. Judge Stephen R. Bough

Burnett v. Nat’l Assoc. of Realtors - first round of settlements with Keller

Williams, Anywhere, and RE/MAX, (May 9, 2024)

No. 19-CV-00332-SRB (W.D. Mo.):

At preliminary approval, the Court appointed JND Legal Administration (“JND”) as the Settlement Administrator. As directed by the Court, JND implemented the parties’ Class Notice Plan...Notice was provided by first-class U.S. mail, electronic mail, and digital and print publication...The media effort alone reached at least 71 percent of the Settlement Class members....Based on the record, the Court finds that the notice given to the Settlement Class constituted the best notice practicable under the circumstances and fully satisfied the requirements of due process, Federal Rule of Civil Procedure 23, and all applicable law. The Court further finds that the notice given to the Settlement Class was adequate and reasonable.

13. Judge Cormac J. Carney

Doe v. MindGeek USA Incorp., (January 26, 2024)

No. 21-cv-00338 (C.D. Cal.):

...the Court finds that the notice and plan satisfy the statutory and constitutional requirements because, given the nature and complexity of this case, “a multi-faceted notice plan is the best notice that is practicable under the circumstances.”

14. Honorable Jesse M. Furman

City of Philadelphia v. Bank of Am. Corp., (October 12, 2023)

No. 19-CV-1608 (JMF) (S.D.N.Y.):

The Court approves the form and contents of the Short-Form and Long-Form Notices (collectively, the “Notices”) attached as exhibits to the Intrepido-Bowden Declaration... In addition to directly mailing notice, JND will run digital ads targeting a custom audience using the Google Display Network (GDN) and LinkedIn in an effort to target likely Class Members...JND will cause the publication notice, attached as Exhibit F to the Intrepido-Bowden Declaration to be published in the Wall Street Journal and Investor’s Business Daily. JND will also cause an informational press release, attached as Exhibit G to the Intrepido-Bowden Declaration, to be distributed to approximately 11,000 media outlets nationwide.

15. Honorable David O. Carter

Gutierrez, Jr. v. Amplify Energy Corp., (September 14, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court finds that the Notice set forth in the Settlement Agreement, detailed in the Notice Plan attached to the Declaration of Gina Intrepido-Bowden of JND Legal Administration, and effectuated pursuant to the Preliminary Approval Order: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Classes of the terms of the Settlement Agreement and the Final Approval Hearing; and (c) fully complied with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, including the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

16. Chief Judge Stephanie M. Rose

PHT Holding II LLC v. N. Am. Co. for Life and Health Ins., (August 25, 2023)

No. 18-CV-00368 (S.D. Iowa):

The Court appoints JND Legal Administration LLC (“JND”) as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B and C to the Declaration of Gina M. Intrepido-Bowden (“Intrepido-Bowden Declaration”), and through the notice program described in described in Section 4 of the Agreement and Paragraphs 15–20 and 31–37 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

17. Judge Mary Kay Vyskocil

Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co., (August 9, 2023)
No. 18-cv-03444 (MKV) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”), which is a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Paragraph 63 of the Agreement and Paragraphs 7-11 and 24-31 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances, as well as valid, due, and sufficient notice to the Class, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

18. Honorable Terrence G. Berg

Chapman v. Gen. Motors, LLC, (June 29, 2023)
No. 19-CV-12333-TGB-DRG (E.D. Mich.):

Pursuant to Federal Rules of Civil Procedure 23(c)(2)(B), the Court finds that the content, format, and method of disseminating Class Notice set forth in the Intrepido-Bowden Declaration, including the form and content of the proposed forms of Class Notice attached as Exhibits B (Short Form Notice), C (digital advertisements), and D (Long Form Notice) to the Intrepido-Bowden Declaration, is the best notice practicable under the circumstances and satisfies all legal requirements, including Federal Rule of Civil Procedure 23(c)(2)(B) and the Due Process Clause.

19. Honorable Jesse M. Furman

Brach Family Found. v. AXA Equitable Life Ins. Co., (June 22, 2023)
No. 16-cv-00740 (JMF) (S.D.N.Y.):

The Court appoints JND Legal Administration LLC (“JND”) a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to Class Members through the Notices, attached as Exhibits B-D to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in Section 5 of the Agreement and Paragraphs 18-23 and 34-40 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Classes and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

20. Honorable David O Carter

Gutierrez, Jr. v. Amplify Energy Corp., (June 16, 2023)

No. 21-cv-01628-DOC-JDE (C.D. Cal.):

The Court appoints JND Legal Administration as the Settlement Administrator in this Action...The Court approves, as to form and content, the Direct Notices, Long Form Notices, and Email notices substantially in the forms attached as Exhibits B-J to the Declaration of Gina Intrepido-Bowden Regarding Proposed Shipping Defendants Settlement Notice Plan ("Intrepido-Bowden Declaration").

21. Honorable Virginia M. Kendall

In re Local TV Advert. Antitrust Litig., (June 14, 2023)

MDL No. 2867 (N.D. Ill.):

JND Legal Administration is hereby appointed as the Settlement Administrator with respect to the CBS, Fox, Cox Entities, and ShareBuilders Settlements. The Court approves the proposed Notice Program, including the, Email Notice, Postcard Notice, Print Notice, Digital Notice, Long Form Notice and the Claim Form, attached to the Declaration of Gina M. Intrepido-Bowden as Exhibits B to G.

22. Honorable Daniel D. Domenico

Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co., (April 18, 2023)

No. 18-cv-01897-DDD-NYW (D. Colo.):

The Court appoints JND Legal Administration LLC ("JND") a competent firm, as the Settlement Administrator...Pursuant to Rule 23(e)(1)(B), the Court directs that notice be provided to class members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the "Intrepido-Bowden Declaration"), and through the notice program described in Section 4 of the Agreement and Paragraphs 32-38 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

23. Honorable Dana M. Sabraw

In re Packaged Seafood Prods. Antitrust Litig. (EPP Class), (July 15, 2022)

No. 15-md-02670 (S.D. Cal.):

An experienced and well-respected claims administrator, JND Legal Administration LLC ("JND"), administered a comprehensive and robust notice plan to alert Settlement Class Members of the COSI Settlement Agreement...The Notice Plan surpassed the 85% reach goal...The Court recognizes JND's extensive experience in processing claims especially

for millions of claimants...The Court finds due process was satisfied and the Notice Program provided adequate notice to settlement class members in a reasonable manner through all major and common forms of media.

24. Judge Fernando M. Olguin

Gupta v. Aeries Software, Inc., (July 7, 2022)

No. 20-cv-00995 (C.D. Cal.):

Under the circumstances, the court finds that the procedure for providing notice and the content of the class notice constitute the best practicable notice to class members and complies with the requirements of due process...The court appoints JND as settlement administrator.

25. Judge Cormac J. Carney

Gifford v. Pets Global, Inc., (June 24, 2022)

No. 21-cv-02136-CJC-MRW (C.D. Cal.):

The Settlement also proposes that JND Legal Administration act as Settlement Administrator and offers a provisional plan for Class Notice... The proposed notice plan here is designed to reach at least 70% of the class at least two times. The Notices proposed in this matter inform Class Members of the salient terms of the Settlement, the Class to be certified, the final approval hearing and the rights of all parties, including the rights to file objections or to opt-out of the Settlement Class... This proposed notice program provides a fair opportunity for Class Members to obtain full disclosure of the conditions of the Settlement and to make an informed decision regarding the Settlement.

26. Judge David J. Novak

Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co., (June 3, 2022)

No. 20-cv-240-DJN (E.D. Va.):

The Court appoints JND Legal Administration LLC ("JND"), a competent firm, as the Settlement Administrator...The Court approves the Notice Plan, as set forth in...paragraphs 9-15 and Exhibits B-C of the May 9, 2022 Declaration of Gina Intrepido-Bowden ("Intrepido-Bowden Declaration").

27. Judge Cecilia M. Altonaga

In re Farm-raised Salmon and Salmon Prod. Antitrust Litig., (May 26, 2022)

No. 19-cv-21551-CMA (S.D. Fla.):

The Court approves the form and content of: (a) the Long Form Notice, attached as Exhibit B to the Declaration of Gina Intrepido-Bowden of JND Administration; and (b) the Informational Press Release (the "Press Release"), attached as Exhibit C to that

Declaration. The Court finds that the mailing of the Notice and the Press Release in the manner set forth herein constitutes the best notice that is practicable under the circumstances, is valid, due, and sufficient notice to all persons entitled thereto and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States.

28. Judge William M. Conley

***Bruzek v. Husky Oil Operations Ltd.*, (January 31, 2022)**

No. 18-cv-00697 (W.D. Wis.):

The claims administrator estimates that at least 70% of the class received notice... the court concludes that the parties' settlement is fair, reasonable and adequate under Rule 23(e).

29. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (DPP Class)*, (January 26, 2022)**

No. 15-md-02670 (S.D. Cal.):

The rigorous notice plan proposed by JND satisfies requirements imposed by Rule 23 and the Due Process clause of the United States Constitution. Moreover, the content of the notice satisfactorily informs Settlement Class members of their rights under the Settlement.

30. Honorable Dana M. Sabraw

***In re Packaged Seafood Prods. Antitrust Litig. (EPP Class)*, (January 26, 2022)**

No. 15-md-02670 (S.D. Cal.):

Class Counsel retained JND, an experienced notice and claims administrator, to serve as the notice provider and settlement claims administrator. The Court approves and appoints JND as the Claims Administrator. EPPs and JND have developed an extensive and robust notice program which satisfies prevailing reach standards. JND also developed a distribution plan which includes an efficient and user-friendly claims process with an effective distribution program. The Notice is estimated to reach over 85% of potential class members via notice placements with the leading digital network (Google Display Network), the top social media site (Facebook), and a highly read consumer magazine (People)... The Court approves the notice content and plan for providing notice of the COSI Settlement to members of the Settlement Class.

31. Judge Alvin K. Hellerstein

***Leonard v. John Hancock Life Ins. Co. of NY*, (January 10, 2022)**

No. 18-CV-04994 (S.D.N.Y.):

The Court appoints Gina Intrepido-Bowden of JND Legal Administration LLC, a competent firm, as the Settlement Administrator...the Court directs that notice be provided to class

members through the Notices, attached as Exhibits B-C to the Declaration of Gina M. Intrepido-Bowden (the “Intrepido-Bowden Declaration”), and through the notice program described in described in Section 5 of the Agreement and Paragraphs 24-33 of the Intrepido-Bowden Declaration. The Court finds that the manner of distribution of the Notices constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to the Class and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the United States Constitution.

32. Honorable Nelson S. Roman

Swetz v. GSK Consumer Health, Inc., (November 22, 2021)

No. 20-cv-04731 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release; direct notice through electronic mail, or in the alternative, mailed, first-class postage prepaid for identified Settlement Class Members; notice through electronic media—such as Google Display Network and Facebook—using a digital advertising campaign with links to the dedicated Settlement Website; and a toll-free telephone number that provides Settlement Class Members detailed information and directs them to the Settlement Website. The record shows, and the Court finds, that the Notice Plan has been implemented in the manner approved by the Court in its Preliminary Approval Order.

33. Honorable Nathanael M. Cousins

Malone v. Western Digital Corp., (July 21, 2021)

No. 20-cv-03584-NC (N.D. Cal.):

The Court hereby appoints JND Legal Administration as Settlement Administrator... The Court finds that the proposed notice program meets the requirements of Due Process under the U.S. Constitution and Rule 23; and that such notice program—which includes individual direct notice to known Settlement Class Members via email, mail, and a second reminder email, a media and Internet notice program, and the establishment of a Settlement Website and Toll-Free Number—is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

34. Judge Vernon S. Broderick, Jr.

In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig., (June 7, 2021)

No. 14-md-02542 (S.D.N.Y.):

The Notice Plan provided for notice through a nationwide press release, print notice in the national edition of People magazine, and electronic media—Google Display Network, Facebook, and LinkedIn—using a digital advertising campaign with links to

a settlement website. Proof that Plaintiffs have complied with the Notice Plan has been filed with the Court. The Notice Plan met the requirements of due process and Federal Rule of Civil Procedure 23; constituted the most effective and best notice of the Agreement and fairness hearing practicable under the circumstances; and constituted due and sufficient notice for all other purposes to all other persons and entities entitled to receive notice.

35. Judge R. David Proctor

In re Blue Cross Blue Shield Antitrust Litig., (November 30, 2020)

Master File No. 13-CV-20000-RDP (N.D. Ala.):

After a competitive bidding process, Settlement Class Counsel retained JND Legal Administration LLC ("JND") to serve as Notice and Claims Administrator for the settlement. JND has a proven track record and extensive experience in large, complex matters... JND has prepared a customized Notice Plan in this case. The Notice Plan was designed to provide the best notice practicable, consistent with the latest methods and tools employed in the industry and approved by other courts...The court finds that the proposed Notice Plan is appropriate in both form and content and is due to be approved.

36. Honorable Louis L. Stanton

Rick Nelson Co. v. Sony Music Ent., (September 16, 2020)

No. 18-cv-08791 (S.D.N.Y.):

The parties have designated JND Legal Administration ("JND") as the Settlement Administrator. Having found it qualified, the Court appoints JND as the Settlement Administrator and it shall perform all the duties of the Settlement Administrator as set forth in the Stipulation...The form and content of the Notice, Publication Notice and Email Notice, and the method set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, due process. and any other applicable law, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

37. Judge Kathleen M. Daily

Podawiltz v. Swisher Int'l, Inc., (February 7, 2019)

No. 16CV27621 (Or. Cir. Ct.):

The Court appoints JND Legal Administration as settlement administrator...The Court finds that the notice plan is reasonable, that it constitutes due, adequate and sufficient notice to all persons entitled to receive notice, and that it meets the requirements of due process, ORCP 32, and any other applicable laws.

38. Judge John Bailey

In re Monitronics Int'l, Inc. TCPA Litig., (September 28, 2017)
No. 11-cv-00090 (N.D. W.Va.):

The Court carefully considered the Notice Plan set forth in the Settlement Agreement and plaintiffs' motion for preliminary approval. The Court finds that the Notice Plan constitutes the best notice practicable under the circumstances, and satisfies fully the requirements of Rule 23, the requirements of due process and any other applicable law, such that the terms of the Settlement Agreement, the releases provided therein, and this Court's final judgment will be binding on all Settlement Class Members.

39. Honorable James Ashford

Nishimura v. Gentry Homes, LTD., (September 14, 2017)
No. 11-11-1-1522-07-RAN (Haw. Super. Ct.):

The Court further finds that the mailing and distribution of the Class Notice and the publication of the Class Notices substantially in the manner and form set forth in the Notice Plan and Settlement Agreement meets the requirements of the laws of the State of Hawai'i (including Hawai'i Rule of Civil Procedure 23), the United States Constitution (including the Due Process Clause), the Rules of the Court, and any other applicable law, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all potential Class Members.

40. Judge Cecilia M. Altonaga

Flaum v. Doctor's Assoc., Inc., (March 22, 2017)
No. 16-cv-61198 (S.D. Fla.):

The Court approves the notice program in all respects (including the proposed forms of notice, Summary Notice, Full Notice for the Settlement Website, Publication Notice, Press Release and Settlement Claim Forms, and orders that notice be given in substantial conformity therewith.

41. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (December 2, 2016)
No. 13-cv-21158 (S.D. Fla.):

... the Court finds that the Notice was given to potential Settlement Class members who were identified through reasonable efforts, published using several publication dates in Better Homes and Gardens, National Geographic, and People magazines; placed on targeted website and portal banner advertisements on general Run of Network sites; included in e-newsletter placements with ADDitude, a magazine dedicated to helping children and adults with attention deficit disorder and learning disabilities lead successful lives, and posted on the Settlement Website which included additional access

to Settlement information and a toll-free number. Pursuant to, and in accordance with, Federal Rule of Civil Procedure 23, the Court hereby finds that the Notice provided Settlement Class members with due and adequate notice of the Settlement, the Settlement Agreement, these proceedings, and the rights of Settlement Class members to make a claim, object to the Settlement or exclude themselves from the Settlement.

42. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (October 25, 2016)

No. 14-cv-00254 (D. Ore.):

The papers supporting the Final Approval Motion, including, but not limited to, the Declaration of Robert A. Curtis and the two Declarations filed by Gina Intrepido-Bowden, describe the Parties' provision of Notice of the Settlement. Notice was directed to all members of the Settlement Classes defined in paragraph 2, above. No objections to the method or contents of the Notice have been received. Based on the above-mentioned declarations, inter alia, the Court finds that the Parties have fully and adequately effectuated the Notice Plan, as required by the Preliminary Approval Order, and, in fact, have achieved better results than anticipated or required by the Preliminary Approval Order.

43. Judge Fernando M. Olguin

Chambers v. Whirlpool Corp., (October 11, 2016)

No. 11-cv-01733 (C.D. Cal.):

Accordingly, based on its prior findings and the record before it, the court finds that the Class Notice and the notice process fairly and adequately informed the class members of the nature of the action, the terms of the proposed settlement, the effect of the action and release of claims, their right to exclude themselves from the action, and their right to object to the proposed settlement.

44. Judge Mary M. Rowland

In re Home Depot, Inc., Customer Data Sec. Breach Litig., (August 23, 2016)

No. 14-md-02583 (N.D. Ga.):

The Court finds that the Notice Program has been implemented by the Settlement Administrator and the parties in accordance with the requirements of the Settlement Agreement, and that such Notice Program, including the utilized forms of Notice, constitutes the best notice practicable under the circumstances and satisfies due process and the requirements of Rule 23 of the Federal Rules of Civil Procedure.

45. Honorable Lynn Adelman

Fond Du Lac Bumper Exch., Inc. v. Jui Li Enter. Co., Ltd., (Indirect Purchaser), (July 7, 2016)
No. 09-cv-00852 (E.D. Wis.):

The Court further finds that the mailing and publication of Notice in the manner set forth in the Notice Program is the best notice practicable under the circumstances; is valid, due and sufficient notice to all Settlement Class members; and complies fully with the requirements of Federal Rule of Civil Procedure 23 and the due process requirements of the Constitution of the United States. The Court further finds that the forms of Notice are written in plain language, use simple terminology, and are designed to be readily understandable by Settlement Class members.

46. Judge Marco A. Hernandez

Kearney v. Equilon Enter. LLC, (June 6, 2016)
No. 14-cv-00254 (Ore. Dist. Ct.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law. The Court further finds that the Parties' plan for providing Notice to the Settlement Classes, as described in paragraphs 35-42 of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as not to be bound by the Settlement Agreement.

47. Judge Joan A. Leonard

Barba v. Shire U.S., Inc., (April 11, 2016)
No. 13-cv-21158 (S.D. Fla.):

The Court finds that the proposed methods for giving notice of the Settlement to members of the Settlement Class, as set forth in this Order and in the Settlement Agreement, meet the requirements of Federal Rule of Civil Procedure Rule 23 and requirements of state and federal due process, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

48. Honorable Mitchell D. Dembin

Lerma v. Schiff Nutrition Int'l, Inc., (November 3, 2015)

No. 11-CV-01056 (S.D. Cal.):

According to Ms. Intrepido-Bowden, between June 29, 2015, and August 2, 2015, consumer publications are estimated to have reached 53.9% of likely Class Members and internet publications are estimated to have reached 58.9% of likely Class Members...The Court finds this notice (i) constituted the best notice practicable under the circumstances, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise the putative Class Members of the pendency of the action, and of their right to object and to appear at the Final Approval Hearing or to exclude themselves from the Settlement, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) fully complied with due process principles and Federal Rule of Civil Procedure 23.

49. Honorable Sara I. Ellis

Thomas v. Lennox Indus. Inc., (July 9, 2015)

No. 13-CV-07747 (N.D. Ill.):

The Court approves the form and content of the Long-Form Notice, Summary Notice, Postcard Notice, Dealer Notice, and Internet Banners (the "Notices") attached as Exhibits A-1, A-2, A-3, A-4 and A-5 respectively to the Settlement Agreement. The Court finds that the Notice Plan, included in the Settlement Agreement and the Declaration of Gina M. Intrepido-Bowden on Settlement Notice Plan and Notice Documents, constitutes the best practicable notice under the circumstances as well as valid, due and sufficient notice to all persons entitled thereto, and that the Notice Plan complies fully with the requirements of Federal Rule of Civil Procedure 23 and provides Settlement Class Members due process under the United States Constitution.

50. Honorable David O. Carter

Cobb v. BSH Home Appliances Corp., (December 29, 2014)

No. 10-CV-0711 (C.D. Cal.):

The Notice Program complies with Rule 23(c)(2)(B) because it constitutes the best notice practicable under the circumstances, provides individual notice to all Class Members who can be identified through reasonable effort, and is reasonably calculated under the circumstances to apprise the Class Members of the nature of the action, the claims it asserts, the Class definition, the Settlement terms, the right to appear through an attorney, the right to opt out of the Class or to comment on or object to the Settlement (and how to do so), and the binding effect of a final judgment upon Class Members who do not opt out.

51. Honorable José L. Linares

Demmick v. Cellco P'ship, (November 19, 2014)

No. 06-CV-2163 (D.N.J.):

The Court finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden: (a) constitutes the best notice practicable under the circumstances of this Action; (b) constitutes due and sufficient notice to the Settlement Classes of the pendency of the Action, certification of the Settlement Classes, the terms of the Settlement Agreement, and the Final Approval Hearing; and (c) complies fully with the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

The Court further finds that the Parties' plan for providing Notice to the Settlement Classes as described in Article V of the Settlement Agreement and as detailed in the Settlement Notice Plan attached to the Declaration of Gina M. Intrepido-Bowden, will adequately inform members of the Settlement Classes of their right to exclude themselves from the Settlement Classes so as to not be bound by the Settlement Agreement.

52. Judge Gregory A. Presnell

Poertner v. Gillette Co., (November 5, 2013)

No. 12-CV-00803 (M.D. Fla.):

The Court finds that compliance with the Notice Plan is the best practicable notice under the circumstances and constitutes due and sufficient notice of this Order to all persons entitled thereto and is in full compliance with the requirements of Rule 23, applicable law, and due process.

53. Judge Marilyn L. Huff

Beck-Ellman v. Kaz USA, Inc., (June 11, 2013)

No. 10-cv-02134 (S.D. Cal.):

The Notice Plan has now been implemented in accordance with the Court's Preliminary Approval Order...The Notice Plan was specially developed to cause class members to see the Publication Notice or see an advertisement that directed them to the Settlement Website...The Court concludes that the Class Notice fully satisfied the requirements of Rule 23(c)(2) of the Federal Rules of Civil Procedure and all due process requirements.

54. Judge Tom A. Lucas

Stroud v. eMachines, Inc., (March 27, 2013)

No. CJ-2003-968 L (W.D. Okla.):

The Notices met the requirements of Okla. Stat. tit. 12 section 2023(C), due process, and any other applicable law; constituted the best notice practicable under the

circumstances; and constituted due and sufficient notice to all persons and entities entitled thereto. All objections are stricken. Alternatively, considered on their merits, all objections are overruled.

55. Honorable Michael M. Anello

Shames v. Hertz Corp., (November 5, 2012)

No. 07-cv-02174 (S.D. Cal.):

...the Court is satisfied that the parties and the class administrator made reasonable efforts to reach class members. Class members who did not receive individualized notice still had opportunity for notice by publication, email, or both...The Court is satisfied that the redundancies in the parties' class notice procedure—mailing, e-mailing, and publication—reasonably ensured the widest possible dissemination of the notice...The Court **OVERRULES** all objections to the class settlement...

56. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (July 9, 2012)

No. 11-MD-2247 (D. Minn.):

The objections filed by class members are overruled; The notice provided to the class was reasonably calculated under the circumstances to apprise class members of the pendency of this action, the terms of the Settlement Agreement, and their right to object, opt out, and appear at the final fairness hearing;...

57. Judge Ann D. Montgomery

In re Uponor, Inc., F1807 Plumbing Fittings Prod. Liab. Litig., (January 18, 2012)

No. 11-MD-2247 (D. Minn.):

The Notice Plan detailed in the Affidavit of Gina M. Intrepido-Bowden provides the best notice practicable under the circumstances and constitutes due and sufficient notice of the Settlement Agreement and the Final Fairness Hearing to the Classes and all persons entitled to receive such notice as potential members of the Class...The Notice Plan's multi-faceted approach to providing notice to Class Members whose identity is not known to the Settling Parties constitutes 'the best notice that is practicable under the circumstances' consistent with Rule 23(c)(2)(B)...Notice to Class members must clearly and concisely state the nature of the lawsuit and its claims and defenses, the Class certified, the Class member's right to appear through an attorney or opt out of the Class, the time and manner for opting out, and the binding effect of a class judgment on members of the Class. Fed. R. Civ. P. 23(c)(2)(B). Compliance with Rule 23's notice requirements also complies with Due Process requirements. 'The combination of reasonable notice, the opportunity to be heard, and the opportunity to withdraw from the class satisfy due process requirements of the Fifth Amendment.' *Prudential*, 148 F.3d at 306. The proposed notices in the present case meet those requirements.

58. Judge Jeremy Fogel

Ko v. Natura Pet Prod., Inc., (June 24, 2011)

No. 09cv2619 (N.D. Cal.):

The Court approves, as to form and content, the Long Form Notice of Pendency and Settlement of Class Action ("Long Form Notice"), and the Summary Notice attached as Exhibits to the Settlement Agreement, and finds that the e-mailing of the Summary Notice, and posting on the dedicated internet website of the Long Form Notice, mailing of the Summary Notice post-card, and newspaper and magazine publication of the Summary Notice substantially in the manner as set forth in this Order meets the requirements of Rule 23 of the Federal Rules of Civil Procedure, and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled to notice.

59. Judge M. Joseph Tiemann

Billieson v. City of New Orleans, (May 27, 2011)

No. 94-19231 (La. Civ. Dist. Ct.):

The plan to disseminate notice for the Insurance Settlements (the "Insurance Settlements Notice Plan") which was designed at the request of Class Counsel by experienced Notice Professionals Gina Intrepido-Bowden... IT IS ORDERED as follows: 1. The Insurance Settlements Notice Plan is hereby approved and shall be executed by the Notice Administrator; 2. The Insurance Settlements Notice Documents, substantially in the form included in the Insurance Settlements Notice Plan, are hereby approved.

60. Judge Robert W. Gettleman

In re Trans Union Corp., (September 17, 2008)

MDL No. 1350 (N.D. Ill.):

The Court finds that the dissemination of the Class Notice under the terms and in the format provided for in its Preliminary Approval Order constitutes the best notice practicable under the circumstances, is due and sufficient notice for all purposes to all persons entitled to such notice, and fully satisfies the requirements of the Federal Rules of Civil Procedure, the requirements of due process under the Constitution of the United States, and any other applicable law...Accordingly, all objections are hereby OVERRULED.

61. Judge William G. Young

In re TJX Cos. Retail Security Breach Litig., (September 2, 2008)

MDL No. 1838 (D. Mass.):

...as attested in the Affidavit of Gina M. Intrepido...The form, content, and method of dissemination of notice provided to the Settlement Class were adequate and reasonable, and constituted the best notice practicable under the circumstances. The

Notice, as given, provided valid, due, and sufficient notice of the proposed settlement, the terms and conditions set forth in the Settlement Agreement, and these proceedings to all Persons entitled to such notice, and said Notice fully satisfied the requirements of Fed. R. Civ. P. 23 and due process.

62. Judge David De Alba

Ford Explorer Cases, (May 29, 2008)

JCCP Nos. 4226 & 4270 (Cal. Super. Ct.):

[T]he Court is satisfied that the notice plan, design, implementation, costs, reach, were all reasonable, and has no reservations about the notice to those in this state and those in other states as well, including Texas, Connecticut, and Illinois; that the plan that was approved -- submitted and approved, comports with the fundamentals of due process as described in the case law that was offered by counsel.

III.

SPEAKING ENGAGEMENTS

1. ***'Marching to Their Own Drumbeat.' What Lawyers Don't Understand About Notice and Claims Administration***, AMERICAN BAR ASSOCIATION, American Bar Association's (ABA) 23rd Annual National Institute on Class Actions, panelist (October 2019).
2. ***Rule 23 Amendments and Digital Notice Ethics, accredited CLE Program***, presenter at Terrell Marshall Law Group PLLC, Seattle, WA (June 2019); Severson & Werson, San Francisco, CA and broadcast to office in Irvine (June 2019); Greenberg Traurig, LLP, Los Angeles, CA (May 2019); Chicago Bar Association, Chicago, IL (January 2019); Sidley Austin LLP, Century City, CA and broadcast to offices in Los Angeles, San Francisco, New York, Chicago, Washington D.C. (January 2019); Burns Charest LLP, Dallas, TX (November 2018); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (October 2018); Zimmerman Reed LLP, Minneapolis, MN (October 2018); Gustafson Gluek PLLC, Minneapolis, MN (October 2018).
3. ***Ethics in Legal Notification, accredited CLE Program***, presenter at Kessler Topaz Meltzer & Check LLP, Radnor, PA (September 2015); The St. Regis Resort, Deer Valley, UT (March 2014); and Morgan Lewis & Bockius, New York, NY (December 2012).
4. ***Pitfalls of Class Action Notice and Settlement Administration, accredited CLE Program***, PRACTISING LAW INSTITUTE (PLI), Class Action Litigation 2013, presenter/panelist (July 2013).
5. ***The Fundamentals of Settlement Administration, accredited CLE Program***, presenter at Skadden, Arps, Slate, Meagher & Flom LLP, Chicago, IL (January 2013); Wexler Wallace LLP, Chicago, IL (January 2013); Hinshaw & Culbertson LLP, Chicago, IL (October 2012); and Spector Roseman Kodroff & Willis, P.C., Philadelphia, PA (December 2011).
6. ***Class Action Settlement Administration Tips & Pitfalls on the Path to Approval, accredited CLE Program***, presenter at Jenner & Block, Chicago, IL and broadcast to offices in Washington DC, New York and California (October 2012).
7. ***Reaching Class Members & Driving Take Rates***, CONSUMER ATTORNEYS OF SAN DIEGO, 4th Annual Class Action Symposium, presenter/panelist (October 2011).

8. **Legal Notice Ethics, accredited CLE Program**, presenter at Heins Mills & Olson, P.L.C., Minneapolis, MN (January 2011); Lockridge Grindal Nauen P.L.L.P., Minneapolis, MN (January 2011); Chestnut Cambronne, Minneapolis, MN (January 2011); Berger & Montague, P.C., Anapol Schwartz, Philadelphia, PA (October 2010); Lundy Law, Philadelphia, PA (October 2010); Dechert LLP, Philadelphia, PA and broadcast to offices in California, New Jersey, New York, North Carolina, Texas, Washington D.C., and London and sent via video to their office in China (October 2010); Miller Law LLC, Chicago, IL (May 2010); Cohen Milstein Sellers & Toll PLLC, New York, NY (May 2010); and Milberg LLP, New York, NY (May 2010).
9. **Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice, accredited CLE Program**, presenter, Kansas Bar Association (March 2009).

IV.

ARTICLES

1. Gina M. Intrepido-Bowden, *Time to Allow More Streamlined Class Action Notice Formats – Adapting Short Form Notice Requirements to Accommodate Today’s Fast Paced Society*, LAW360 (2021).
2. Todd B. Hilsee, Gina M. Intrepido & Shannon R. Wheatman, *Hurricanes, Mobility and Due Process: The “Desire-to-Inform” Requirement for Effective Class Action Notice Is Highlighted by Katrina*, 80 TULANE LAW REV. 1771 (2006); reprinted in course materials for: CENTER FOR LEGAL EDUCATION INTERNATIONAL, *Class Actions: Prosecuting and Defending Complex Litigation* (2007); AMERICAN BAR ASSOCIATION, *10th Annual National Institute on Class Actions* (2006); NATIONAL BUSINESS INSTITUTE, *Class Action Update: Today’s Trends & Strategies for Success* (2006).
3. Gina M. Intrepido, *Notice Experts May Help Resolve CAFA Removal Issues, Notification to Officials*, 6 CLASS ACTION LITIG. REP. 759 (2005).
4. Todd B. Hilsee, Shannon R. Wheatman, & Gina M. Intrepido, *Do You Really Want Me to Know My Rights? The Ethics Behind Due Process in Class Action Notice Is More Than Just Plain Language: A Desire to Actually Inform*, 18 GEORGETOWN JOURNAL LEGAL ETHICS 1359 (2005).

V.

CASE EXPERIENCE

Ms. Intrepido-Bowden has been involved in the design and implementation of hundreds of notice programs throughout her career. A partial listing of her case work is provided below.

CASE NAME	CASE NUMBER	LOCATION
<i>A.B. v. Regents of the Univ. of California</i>	20-cv-09555-RGK-E	C.D. Cal.
<i>Abante Rooter & Plumbing, Inc. v. New York Life Ins. Co.</i>	16-cv-03588	S.D.N.Y.
<i>Aberin v. Am. Honda Motor Co., Inc.</i>	16-cv-04384-JST	N.D. Cal.
<i>Advance Trust & Life Escrow Serv., LTA v. PHL Variable Ins. Co.</i>	18-cv-03444 (MKV)	S.D.N.Y.
<i>Advance Trust & Life Escrow Serv., LTA v. ReliaStar Life Ins. Co.</i>	18-cv-2863-DWF-ECW	D. Minn.
<i>Advance Trust & Life Escrow Serv., LTA v. Sec. Life of Denver Ins. Co.</i>	18-cv-01897-DDD-NYW	D. Colo.
<i>Ahmed v. HSBC Bank USA, NA</i>	15-cv-2057-FMO-SPx	N.D. Ill.
<i>Allen v. UMB Bank, N.A.</i>	1016-CV34791	Mo. Cir. Ct.
<i>Anderson v. Canada (Phase I)</i>	2008NLTD166	NL Sup. Ct.
<i>Anderson v. Canada (Phase II)</i>	2007 01T4955CP	NL Sup. Ct.
<i>Andrews v. Plains All Am. Pipeline, L.P.</i>	15-cv-04113-PSG-JEM	C.D. Cal.
<i>Angel v. U.S. Tire Recovery</i>	06-C-855	W. Va. Cir. Ct.
<i>Baiz v. Mountain View Cemetery</i>	809869-2	Cal. Super. Ct.
<i>Baker v. Jewel Food Stores, Inc. & Dominick's Finer Foods, Inc.</i>	00-L-9664	Ill. Cir. Ct.
<i>Banks v. R.C. Bigelow, Inc.</i>	20-cv-06208-DDP (RAOx)	C.D. Cal.
<i>Barba v. Shire U.S., Inc.</i>	13-cv-21158	S.D. Fla.
<i>Beck-Ellman v. Kaz USA Inc.</i>	10-cv-2134	S.D. Cal.
<i>Beringer v. Certegy Check Serv., Inc.</i>	07-cv-1657-T-23TGW	M.D. Fla.
<i>Bibb v. Monsanto Co. (Nitro)</i>	041465	W. Va. Cir. Ct.
<i>Billieson v. City of New Orleans</i>	94-19231	La. Civ. Dist. Ct.
<i>Bland v. Premier Nutrition Corp.</i>	RG19-002714	Cal. Super. Ct.
<i>Boskie v. Backgroundchecks.com</i>	2019CP3200824	S.C. C.P.
<i>Brach Family Found. v. AXA Equitable Life Ins. Co.</i>	16-cv-00740 (JMF)	S.D.N.Y.

CASE NAME	CASE NUMBER	LOCATION
<i>Brighton Tr. LLC, as Tr. v. Genworth Life & Annuity Ins. Co.</i>	20-cv-240-DJN	E.D. Va.
<i>Brookshire Bros. v. Chiquita</i>	05-CIV-21962	S.D. Fla.
<i>Brown v. Am. Tobacco</i>	J.C.C.P. 4042 No. 711400	Cal. Super. Ct.
<i>Bruzek v. Husky Oil Operations Ltd.</i>	18-cv-00697	W.D. Wis.
<i>Burnett v. Nat'l Assoc. of Realtors</i>	19-CV-00332-SRB	W.D. Mo.
<i>Campos v. Calumet Transload R.R., LLC</i>	13-cv-08376	N.D. Ill.
<i>Cappalli v. BJ's Wholesale Club, Inc.</i>	10-cv-00407	D.R.I.
<i>Carter v. Monsanto Co. (Nitro)</i>	00-C-300	W. Va. Cir. Ct.
<i>Chambers v. Whirlpool Corp.</i>	11-cv-01733	C.D. Cal.
<i>Chapman v. Gen. Motors, LLC</i>	19-CV-12333-TGB-DRG	E.D. Mich.
<i>City of Philadelphia v. Bank of Am. Corp.</i>	19-CV-1608 (JMF)	S.D.N.Y.
<i>Cobb v. BSH Home Appliances Corp.</i>	10-cv-00711	C.D. Cal.
<i>Cohen v. Subaru Corp.</i>	20-cv-8442-JHR-AMD	D.N.J.
<i>Davis v. Am. Home Prods. Corp.</i>	94-11684	La. Civ. Dist. Ct., Div. K
<i>DC 16 v. Sutter Health</i>	RG15753647	Cal. Super. Ct.
<i>Defrates v. Hollywood Ent. Corp.</i>	02L707	Ill. Cir. Ct.
<i>de Lacour v. Colgate-Palmolive Co.</i>	16-cv-8364-KW	S.D.N.Y.
<i>Demereckis v. BSH Home Appliances Corp.</i>	8:10-cv-00711	C.D. Cal.
<i>Demmick v. Cellco P'ship</i>	06-cv-2163	D.N.J.
<i>Desportes v. Am. Gen. Assurance Co.</i>	SU-04-CV-3637	Ga. Super. Ct.
<i>Doe v. MasterCorp, Inc.</i>	24-cv-678	E.D. Va.
<i>Doe v. MindGeek USA Incorp.</i>	21-cv-00338	C.D. Cal.
<i>Dolen v. ABN AMRO Bank N.V.</i>	01-L-454 & 01-L-493	Ill. Cir. Ct.
<i>Donnelly v. United Tech. Corp.</i>	06-CV-320045CP	Ont. S.C.J.
<i>Eck v. City of Los Angeles</i>	BC577028	Cal. Super. Ct.
<i>Elec. Welfare Trust Fund v. United States</i>	19-353C	Fed. Cl.
<i>Engquist v. City of Los Angeles</i>	BC591331	Cal. Super. Ct.
<i>Ervin v. Movie Gallery Inc.</i>	CV-13007	Tenn. Ch. Fayette Co.
<i>Express Freight Int'l v Hino Motors, LTD.</i>	22-cv-22483	S.D. Fla.
<i>First State Orthopaedics v. Concentra, Inc.</i>	05-CV-04951-AB	E.D. Pa.

CASE NAME	CASE NUMBER	LOCATION
<i>Fisher v. Virginia Electric & Power Co.</i>	02-CV-431	E.D. Va.
<i>Fishon v. Premier Nutrition Corp.</i>	16-CV-06980-RS	N.D. Cal.
<i>Flaum v. Doctor's Assoc., Inc. (d/b/a Subway)</i>	16-cv-61198	S.D. Fla.
<i>Fond du Lac Bumper Exch. Inc. v. Jui Li Enter. Co. Ltd. (Direct & Indirect Purchasers Classes)</i>	09-cv-00852	E.D. Wis.
<i>Ford Explorer Cases</i>	JCCP Nos. 4226 & 4270	Cal. Super. Ct.
<i>Friedman v. Microsoft Corp.</i>	2000-000722	Ariz. Super. Ct.
<i>FTC v. Reckitt Benckiser Grp. PLC</i>	19CV00028	W.D. Va.
<i>Gagnon v. Gen. Motors of Canada Co. and Gen. Motors LLC</i>	500-06-000687-141 and 500-06-000729-158	Quebec Super. Ct.
<i>Gardner v. Stimson Lumber Co.</i>	00-2-17633-3SEA	Wash. Super. Ct.
<i>Gibson v. Nat'l Assoc. of Realtors</i>	23-cv-00788-SRB	W.D. Mo.
<i>Gifford v. Pets Global, Inc.</i>	21-cv-02136-CJC-MRW	C.D. Cal.
<i>Gordon v. Microsoft Corp.</i>	00-5994	D. Minn.
<i>Grays Harbor v. Carrier Corp.</i>	05-05437-RBL	W.D. Wash.
<i>Grey Fox, LLC v. Plains All Am. Pipeline, L.P.</i>	16-cv-03157-PSG-JEM	C.D. Cal.
<i>Griffin v. Dell Canada Inc.</i>	07-CV-325223D2	Ont. Super. Ct.
<i>Gunderson v. F.A. Richard & Assoc., Inc.</i>	2004-2417-D	La. 14 th Jud. Dist. Ct.
<i>Gupta v. Aeries Software, Inc.</i>	20-cv-00995	C.D. Cal.
<i>Gutierrez, Jr. v. Amplify Energy Corp.</i>	21-cv-01628-DOC-JDE	C.D. Cal.
<i>Hanks v. Lincoln Life & Annuity Co. of New York</i>	16-cv-6399 PKC	S.D.N.Y.
<i>Herrera v. Wells Fargo Bank, N.A.</i>	18-cv-00332-JVS-MRW	C.D. Cal.
<i>Hill-Green v. Experian Info. Solutions, Inc.</i>	19-cv-708-MHL	E.D. Va.
<i>Huntzinger v. Suunto Oy</i>	37-2018-00027159-CU-BT-CTL	Cal. Super. Ct.
<i>In re Anthem, Inc. Data Breach Litig.</i>	15-md-02617	N.D. Cal.
<i>In re Arizona Theranos, Inc. Litig.</i>	16-cv-2138-DGC	D. Ariz.
<i>In re Babcock & Wilcox Co.</i>	00-10992	E.D. La.
<i>In re Blue Cross Blue Shield Antitrust Litig.</i>	13-CV-20000-RDP	N.D. Ala.
<i>In re Broiler Chicken Antitrust Litig.</i>	16-cv-08637	N.D. Ill.
<i>In re Countrywide Fin. Corp. Customer Data Sec. Breach</i>	MDL 08-md-1998	W.D. Ky.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Farm-raised Salmon and Salmon Prod. Antitrust Litig.</i>	19-cv-21551-CMA	S.D. Fla.
<i>In re Gen. Motors LLC Ignition Switch Litig. (economic settlement)</i>	2543 (MDL)	S.D.N.Y.
<i>In re High Sulfur Content Gasoline Prod. Liab.</i>	MDL No. 1632	E.D. La.
<i>In re Home Depot, Inc., Customer Data Sec. Breach Litig.</i>	14-md-02583	N.D. Ga.
<i>In re Hypodermic Prod. Antitrust Litig.</i>	05-cv-01602	D.N.J.
<i>In re Keurig Green Mountain Single-Serve Coffee Antitrust Litig. (Indirect-Purchasers)</i>	14-md-02542	S.D.N.Y.
<i>In re Lidoderm Antitrust Litig.</i>	14-md-02521	N.D. Cal.
<i>In re Local TV Advert. Antitrust Litig.</i>	MDL No. 2867	N.D. Ill.
<i>In re Lupron Mktg. & Sales Practices</i>	MDL No.1430	D. Mass.
<i>In re Mercedes-Benz Emissions Litig.</i>	16-cv-881 (KM) (ESK)	D.N.J.
<i>In re Monitronics Int'l, Inc., TCPA Litig.</i>	11-cv-00090	N.D. W.Va.
<i>In re Packaged Seafood Prods. Antitrust Litig. (DPP and EPP Class)</i>	15-md-02670	S.D. Cal.
<i>In re Parmalat Sec.</i>	04-md-01653 (LAK)	S.D.N.Y.
<i>In re Residential Schools Litig.</i>	00-CV-192059 CPA	Ont. Super. Ct.
<i>In re Ripple Labs Inc. Litig.</i>	18-cv-06753-PJH	N.D. Cal.
<i>In re Royal Ahold Sec. & "ERISA"</i>	03-md-01539	D. Md.
<i>In re Rust-Oleum Restore Mktg. Sales Practices & Prod. Liab. Litig.</i>	15-cv01364	N.D. Ill.
<i>In re Sears, Roebuck & Co. Front-Loading Washer Prod. Liab. Litig.</i>	06-cv-07023	N.D. Ill.
<i>In re Serzone Prod. Liab.</i>	02-md-1477	S.D. W. Va.
<i>In re Skelaxin (Metaxalone) Antitrust Litig.</i>	12-cv-194	E.D. Ten.
<i>In re Solodyn (Minocycline Hydrochloride) Antitrust Litig. (Direct Purchaser Class)</i>	14-md-2503	D. Mass.
<i>In re Subaru Battery Drain Prods. Liab. Litig.</i>	20-cv-03095-JHR-MJS	D.N.J.
<i>In re TJX Cos. Retail Sec. Breach Litig.</i>	MDL No. 1838	D. Mass.
<i>In re Trans Union Corp. Privacy Litig.</i>	MDL No. 1350	N.D. Ill.
<i>In re TransUnion Rental Screening Sol. Inc. FCRA Litig.</i>	20-md-02933-JPB	N.D. Ga.

CASE NAME	CASE NUMBER	LOCATION
<i>In re Uponor, Inc., F1807 Prod. Liab. Litig.</i>	2247	D. Minn.
<i>In re U.S. Dep't of Veterans Affairs Data Theft Litig.</i>	MDL 1796	D.D.C.
<i>In re Volkswagen "Clean Diesel" Mktg., Sales Practice and Prods. Liab. Litig.</i>	MDL 2672 CRB	N.D. Cal.
<i>In re ZF-TRW Airbag Control Units Prod. Liab. Litig.</i>	19-ml-02905-JAK-JPR (MDL 2905 JAK)	C.D. Cal.
<i>In re Zurn Pex Plumbing Prod. Liab. Litig.</i>	MDL 08-1958	D. Minn.
<i>In the Matter of GTV Media Grp. Inc.</i>	3-20537	SEC
<i>James v. PacifiCorp.</i>	20cv33885	Or. Cir. Ct.
<i>Johnson v. Yahoo! Inc.</i>	14-cv02028	N.D. Ill.
<i>Kearney v. Equilon Enter. LLC</i>	14-cv-00254	D. Ore.
<i>Ko v. Natura Pet Prod., Inc.</i>	09cv02619	N.D. Cal.
<i>Langan v. Johnson & Johnson Consumer Co.</i>	13-cv-01471	D. Conn.
<i>Lavinsky v. City of Los Angeles</i>	BC542245	Cal. Super. Ct.
<i>Lee v. Stonebridge Life Ins. Co.</i>	11-cv-00043	N.D. Cal.
<i>Leonard v. John Hancock Life Ins. Co. of NY</i>	18-CV-04994	S.D.N.Y.
<i>Lerma v. Schiff Nutrition Int'l, Inc.</i>	11-cv-01056	S.D. Cal.
<i>Levy v. Dolgencorp, LLC</i>	20-cv-01037-TJC-MCR	M.D. Fla.
<i>Lockwood v. Certegy Check Serv., Inc.</i>	07-CV-587-FtM-29-DNF	M.D. Fla.
<i>LSIMC, LLC v. Am. Gen. Life Ins. Co.</i>	20-cv-11518	C.D. Cal.
<i>Luster v. Wells Fargo Dealer Serv., Inc.</i>	15-cv-01058	N.D. Ga.
<i>Malone v. Western Digital Corp.</i>	20-cv-03584-NC	N.D. Cal.
<i>Markson v. CRST Int'l, Inc.</i>	17-cv-01261-SB (SPx)	C.D. Cal.
<i>Martinelli v. Johnson & Johnson</i>	15-cv-01733-MCE-DB	E.D. Cal.
<i>McCall v. Hercules Corp.</i>	66810/2021	N.Y. Super. Ct.
<i>McCrary v. Elations Co., LLC</i>	13-cv-00242	C.D. Cal.
<i>Microsoft I-V Cases</i>	J.C.C.P. No. 4106	Cal. Super. Ct.
<i>Moehrl v. Nat'l Assoc. of Realtors</i>	19-cv-01610-ARW	N.D. Ill.
<i>Molina v. Intrust Bank, N.A.</i>	10-cv-3686	Ks. 18 th Jud. Dist. Ct.
<i>Moore v Robinhood Fin. LLC</i>	21-cv-01571-BJR	W. D. Wash.
<i>Morrow v. Conoco Inc.</i>	2002-3860	La. Dist. Ct.
<i>Mullins v. Direct Digital LLC.</i>	13-cv-01829	N.D. Ill.

CASE NAME	CASE NUMBER	LOCATION
<i>Myers v. Rite Aid of PA, Inc.</i>	01-2771	Pa. C.P.
<i>Naef v. Masonite Corp.</i>	CV-94-4033	Ala. Cir. Ct.
<i>Natale v. 9199-4467 Quebec Inc., d/b/a Earth Rated</i>	21-cv-6775-JS-SIL	E.D.N.Y.
<i>Nature Guard Cement Roofing Shingles Cases</i>	J.C.C.P. No. 4215	Cal. Super. Ct.
<i>Nichols v. SmithKline Beecham Corp.</i>	00-6222	E.D. Pa.
<i>Nishimura v. Gentry Homes, LTD.</i>	11-11-1-1522-07-RAN	Haw. Super. Ct.
<i>Novoa v. The GEO Grp., Inc.</i>	17-cv-02514-JGB-SHK	C.D. Cal.
<i>Nwauzor v. GEO Grp., Inc.</i>	17-cv-05769	W.D. Wash.
<i>Oberski v. Gen. Motors LLC and Gen. Motors of Canada Ltd.</i>	CV-14-502023-00CP	Ont. Super. Ct.
<i>Ocana v. Renew Fin. Holdings, Inc.</i>	BC701809	Cal. Super. Ct.
<i>Palace v. DaimlerChrysler</i>	01-CH-13168	Ill. Cir. Ct.
<i>Peek v. Microsoft Corp.</i>	CV-2006-2612	Ark. Cir. Ct.
<i>PHT Holding II LLC v. N. Am. Co. for Life and Health Ins.</i>	18-CV-00368	S.D. Iowa
<i>Plubell v. Merck & Co., Inc.</i>	04CV235817-01	Mo. Cir. Ct.
<i>Podawiltz v. Swisher Int'l, Inc.</i>	16CV27621	Or. Cir. Ct.
<i>Poertner v. Gillette Co.</i>	12-cv-00803	M.D. Fla.
<i>Prather v. Wells Fargo Bank, N.A.</i>	15-cv-04231	N.D. Ga.
<i>Q+ Food, LLC v. Mitsubishi Fuso Truck of Am., Inc.</i>	14-cv-06046	D.N.J.
<i>Richison v. Am. Cemwood Corp.</i>	005532	Cal. Super. Ct.
<i>Rick Nelson Co. v. Sony Music Ent.</i>	18-cv-08791	S.D.N.Y.
<i>Roberts v. Electrolux Home Prod., Inc.</i>	12-cv-01644	C.D. Cal.
<i>Russell v. Kohl's Dep't Stores, Inc.</i>	15-cv-01143	C.D. Cal.
<i>Sandoval v. Merlex Stucco Inc.</i>	BC619322	Cal. Super. Ct.
<i>Scott v. Blockbuster, Inc.</i>	D 162-535	136 th Tex. Jud. Dist.
<i>Senne v. Office of the Comm'r of Baseball</i>	14-cv-00608-JCS	N.D. Cal.
<i>Shames v. Hertz Corp.</i>	07cv2174-MMA	S.D. Cal.
<i>Sidibe v. Sutter Health</i>	12-cv-4854-LB	N.D. Cal.
<i>Silverstein v. Genworth Life Ins. Co.</i>	23-cv-684	E.D. Va.
<i>Staats v. City of Palo Alto</i>	2015-1-CV-284956	Cal. Super. Ct.

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<i>Soders v. Gen. Motors Corp.</i>	CI-00-04255	Pa. C.P.
<i>Sonner v. Schwabe North America, Inc.</i>	15-cv-01358 VAP (SPx)	C.D. Cal.
<i>Stroud v. eMachines, Inc.</i>	CJ-2003-968-L	W.D. Okla.
<i>Swetz v. GSK Consumer Health, Inc.</i>	20-cv-04731	S.D.N.Y.
<i>Talalai v. Cooper Tire & Rubber Co.</i>	MID-L-8839-00 MT	N.J. Super. Ct.
<i>Tech. Training Assoc. v. Buccaneers Ltd. P'ship</i>	16-cv-01622	M.D. Fla.
<i>Thibodeaux v. Conoco Philips Co.</i>	2003-481	La. 4 th Jud. Dist. Ct.
<i>Thomas v. Lennox Indus. Inc.</i>	13-cv-07747	N.D. Ill.
<i>Thompson v. Metropolitan Life Ins. Co.</i>	00-CIV-5071 HB	S.D.N.Y.
<i>Turner v. Murphy Oil USA, Inc.</i>	05-CV-04206-EEF-JCW	E.D. La.
<i>USC Student Health Ctr. Settlement</i>	18-cv-04258-SVW	C.D. Cal.
<i>Vance v. Mazda Motor of Am., Inc.</i>	01890-CJC-KES	C.D. Cal.
<i>Walker v. Rite Aid of PA, Inc.</i>	99-6210	Pa. C.P.
<i>Weiner v. Ocwen Fin. Corp.</i>	14-cv-02597-DJC-DB	E.D. Cal.
<i>Wells v. Abbott Lab., Inc. (AdvantEdge/ Myoplex nutrition bars)</i>	BC389753	Cal. Super. Ct.
<i>Wener v. United Tech. Corp.</i>	500-06-000425-088	QC. Super. Ct.
<i>West v. G&H Seed Co.</i>	99-C-4984-A	La. 27 th Jud. Dist. Ct.
<i>Williams v. Weyerhaeuser Co.</i>	CV-995787	Cal. Super. Ct.
<i>Yamagata v. Reckitt Benckiser, LLC</i>	17-cv-03529-CV	N.D. Cal.
<i>Zarebski v. Hartford Ins. Co. of the Midwest</i>	CV-2006-409-3	Ark. Cir. Ct.